



Warehouse Employees Union Local No. 730 Pension Trust Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (800) 730-2241
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
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Agenda

March 3, 2023

(At approximately 9:30 AM)

- I. Call to Order
- II. Trustee Resignation and Appointment
- III. Minutes, Regular Meeting – December 2, 2022
- IV. Financial Report – Investment Performance Services
- V. Actuary Report
- VI. Co-Counsel Report
- VII. Administrative Manager Report
- VIII. Invoices
- IX. Other Fund Business
- X. Next Meeting Date and Location
- XI. Adjournment

Letter of Resignation

January 24, 2023

Board of Trustees of the
Warehouse Employees Union Local No. 730
& Contributing Companies' Prepaid
Legal Services Fund

Board of Trustees of the
Warehouse Employees Union Local No. 730
Pension Trust Fund

Board of Trustees of the
Warehouse Employees Union Local No. 730
Health and Welfare Trust Fund

Dear All,

This letter is to inform you that I, Hanna Sebhat, have resigned from my position with Tata Consumer Products US and subsequently resigning as a Trustee representing Eight O'Clock Coffee. Please accept this letter of resignation effective February 3rd, 2023. It has been a pleasure working with you all and wish you all the best.

Sincerely,

Hanna Sebhat

Hanna Sebhat



Via Electronic Mail

February 6, 2023

Ms. Alicia Cochran
Associated Administrators, LLC
911 Ridgebrook Road
Sparks, Maryland 22102

Re: Trustee Representing Eight O'Clock Coffee Company

Dear Alicia,

Effective February 6, 2023, the Eight O'Clock Coffee Company wishes to induct Mohamed Kamara as a Trustee in lieu of Hanna Sebhat for the following 3 funds:

1. Prepaid Legal
2. Health & Welfare
3. Pension

The full contact information for Mohamed Kamara is as flows:

Mohamed Kamara
3300 Pennsy Drive
Landover, Maryland 20785
E-mail: Mohamed.kamara@tataconsumer.com

Should you require any additional information, please feel free to reach out to me.

DocuSigned by:

CEDD40F3EFDF466...

Susan Dondero
Vice President of Finance
E-mail: Susan.dondero@tataconsumer.com



WAREHOUSE EMPLOYEES UNION

LOCAL NO. 730

AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
JOINT COUNCIL NO. 55, NATIONAL WAREHOUSE DIVISION
2001 RHODE ISLAND AVENUE, N.E., WASHINGTON, D.C. 20018
PHONE (202) 529-3434 • 1-800-368-2443 • FAX: (202) 529-0389
THE METROPOLITAN AREA OF WASHINGTON DC AND VICINITY

RITCHIE BROOKS
PRESIDENT
TYRONE RICHARDSON
VICE PRESIDENT
FRANKLIN MYERS
SECRETARY-TREASURER
JASON LACY
RECORDING SECRETARY
TRUSTEES
EDWARD FLOYD
JOSEPH VENABLE
LARRY HUDSON

February 7, 2023

VIA ELECTRONIC MAIL

Alicia Cochran
Associated Administrators. LLC
911 Ridgebrook Rd.
Sparks, MD 21152
aliciac@associated-admin.com

Dear Ms. Cochran:

As you know, the International Brotherhood of Teamsters recently placed Teamsters Local Union 730 into emergency trusteeship and appointed me to serve as Trustee to administer the affairs of the Local Union while in trusteeship. In addition, we are moving forward with the merger of Local 730 into Teamsters Local 639. As part of this process, I am removing the following individuals as Trustees of the Local 730 Pension, Health and Legal Funds:

Local 730 Pension Trust Fund

1. Tyrone Richardson
2. Jason Lacy

Local 730 Health and Welfare Trust Fund

1. Tyrone Richardson
2. Jason Lacy

Local 730 Prepaid Legal Services Fund

1. Tyrone Richardson
2. Larry Hudson
3. Joe Venable
4. Ritchie Brooks

Ritchie Brooks and Frank Myers will remain as Trustees on the Pension and Health Funds.

In consultation with Local 639 and in the exercise of my authority under the Constitution of the International Brotherhood of Teamsters, I am appointing the following individuals to serve on the noted Board of Trustees:

Local 730 Pension Trust Fund

1. William Davis

Local 730 Health and Welfare Trust Fund

1. William Davis

Local 730 Prepaid Legal Services Fund

1. Frank Myers
2. Scott Clark
3. Wayne Settles

Accordingly, the new Trustees of the Local 730 Pension, Health and Legal Services

Funds are as follows:

Local 730 Pension Trust Fund

1. Ritchie Brooks
2. Frank Myers
3. William Davis

Local 730 Health and Welfare Trust Fund

1. Ritchie Brooks
2. Frank Myers
3. William Davis

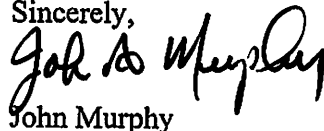
Local 730 Prepaid Legal Services Fund

1. Frank Myers
2. Scott Clark
3. Wayne Settles

These appointments are effective immediately. Please include the newly appointed Trustees on all future correspondence involving their respective Funds. Messrs. Davis, Clark, Myers and Settles can be reached at the offices of Local 639. Please let me know if you need that contact information. In addition, please supplement any fiduciary and other policies covering the Trustees to reflect these appointments and notify all appropriate individuals of the new appointments.

Should you have any questions, please do not hesitate to contact me. Thank you for your cooperation.

Sincerely,



John Murphy

**IBT APPOINTED TRUSTEES
OF Local 730**

cc: Local 639



**Warehouse Employees Union Local No. 730
Pension Trust Fund**

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DRAFT

**MINUTES OF THE MEETING OF THE
BOARD OF TRUSTEES OF THE
WAREHOUSE EMPLOYEES UNION LOCAL NO. 730
PENSION TRUST FUND
DECEMBER 2, 2022
VIA TELECONFERENCE**

The following Trustees were present:

UNION TRUSTEES

J. Lacy
T. Richardson – Alternate

EMPLOYER TRUSTEES

M. Bull – Secretary
J. Paradis
H. Sebhat
M. Goble – Alternate

Also present were:

A. Cochran – Associated Administrators, LLC
M. DeLancey – Blank Rome LLP
M. Deveney – Cheiron
C. McDonough – Investment Performance Services, LLC
P. Hardcastle – Cheiron
R. Grant – Associated Administrators, LLC
J. Kimble – Morgan, Lewis & Bockius, LLP
R. Sichel – Investment Performance Services, LLC

I. CALL TO ORDER

A quorum being present, the meeting was called to order.

II. MINUTES

The Trustees reviewed the minutes of the last regular meeting held September 23, 2022.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED that the minutes of the last regular meeting held on September 23, 2022 are approved as presented.

III. FINANCIAL REPORT

A. Custodian Bank – PNC Bank, NA

Ms. Cochran noted a copy of the PNC Summary of Activity report for the period January 1, 2022 through September 30, 2022 was included in the meeting booklet.

B. Investment Performance Services, LLC (“IPS”)

The Trustees welcomed Mr. Rich Sichel and Mr. Chris McDonough of IPS to the meeting.

Mr. Sichel distributed their report titled, “Master Consulting Services Report – September 30, 2022.” Mr. Sichel reported that the total market value of assets as of September 30, 2022 was \$144,100,153.

1. Quarterly Performance Report

Mr. Sichel presented the preliminary quarterly performance report for the period ended September 30, 2022. He noted the assets held by the investment managers on September 30, 2022 were as follows: Rothschild – Hardman Johnston Global Advisors held \$14,657,126; Northern Trust held \$14,063,800; Great Lakes Advisors held \$13,907,312; Atlanta Capital held \$15,013,830; Hardman Johnston International Equity held \$4,800,840; Acadian held \$6,001,182; JPMCB Global

Allocation Fund held \$6,683,499; C.S. McKee held \$1,993,552; Loomis Sayles held \$7,371,665; PRISA III held \$29,452,708; Boyd Watterson \$6,249,736; Corbin ERISA Opportunity Fund held \$16,623,518; Hamilton Lane \$5,598,346; and the cash account held \$1,683,038.

Mr. Sichel reviewed the October preliminary monthly performance report for the period ended October 31, 2022.

2. Asset Allocations

Mr. Sichel reviewed the Fund's asset allocation as of September 30, 2022: U.S. Equities 29.6%, U.S. Small/Mid Cap 10.4%, International Equities 7.5%, Fixed Income Core 1.4%, Fixed Income High Yield 5.1%, Real Estate 24.8%, Opportunistic Strategies 11.5%, Global Tactical Asset Allocation 4.6%, Private Equity 3.9% and cash 1.2%.

3. Special Funding Assistance ("SFA")

The Trustees requested Mr. Matt Deveney and Mr. Peter Hardcastle join the call for the discussion regarding the Fund's application for Special Financial Assistance ("SFA"). The Trustees welcomed Mr. Matt Deveney and Mr. Peter Hardcastle of Cheiron to the meeting. Mr. McDonough directed the Trustees to the SFA memo in the meeting booklet. He stated IPS has closely monitored the SFA program since the passing of the American Rescue Plan Act in 2021. Mr. McDonough then reviewed IPS' action plan for investment related matters for SFA applicants that are not part of APRA priority groups.

The Trustees thanked Mr. Sichel and Mr. McDonough for their report and requested they remain on the call for the Actuary's report.

IV. ACTUARY REPORT

Mr. Deveney and Mr. Hardcastle reviewed the report titled, “2022 Valuation Results” which was provided prior to the meeting.

Mr. Deveney reviewed the Valuation report and provided a historical review of the assets and liabilities, minimum funding, participant counts, and annual cash flows. He discussed the 2022 actuarial valuation results including a summary of key results and Plan year experience. He said the Plan is projected to be insolvent in 2034 without the receipt of SFA.

Mr. Hardcastle discussed in detail the SFA application process and recommended filing a “lock in” application if the Fund’s SFA application is not accepted prior to PBGC closing the March 11, 2023 application window. Filing a “lock in application” would allow the Fund to use the asset value and other actuarial data as of December 31, 2022, regardless of the date on which the PBGC accepts the Fund’s application. He noted that the PBGC must accept or deny all applications within 120 days of submission.

The Trustees thanked Mr. Deveney and Mr. Hardcastle for their report.

V. COUNSEL REPORT

A. Cybersecurity RFP

Mr. DeLancey reviewed the status of the Request for Proposal regarding the cybersecurity guidance for benefit plans issued by the Department of Labor (“DOL”). He noted that there are a broad range of services and proposed quotes from \$8,000 to \$100,000. Mr. DeLancey said Co-Counsel is reviewing the proposals and will wait for additional vendor responses before presenting a summary to the Trustees.

B. Special Financial Assistance (“SFA”)

Mr. Kimble discussed the application and filing process for the Fund’s SFA application. He reported that co-counsel is working with Cheiron and Associated to draft the application and required attachments. He noted that once the application is finalized, his office will physically file the application. Absent additional guidance from PBGC regarding the mechanics of filing the application, Mr. Kimble said he intends to file the application at 12:00 a.m. on March 11, which is when the Fund’s window for filing first opens. He reviewed those documents to be included in the SFA application that require signatures from Chairman and Secretary. Mr. Kimble recommended that the Trustees delegate authority to Chairman and Secretary to sign the necessary documents for the filing.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED to delegate authority to Chairman and Secretary to sign the documents related to SFA.

Mr. Kimble then reviewed the Plan Amendment related to SFA, which was distributed prior to the meeting.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED to adopt the SFA Plan Amendment as drafted.

VI. ADMINISTRATIVE MANAGER'S REPORT

Ms. Cochran presented the Administrative Manager's Report for the third quarter 2022. The report showed contribution income of \$1,452,402, miscellaneous income of \$447, interest and dividend income of \$295,949, and withdrawal liability payments of \$165,919, producing a total income of \$1,914,717. Expenses included \$5,386,054 of pension benefit expense and \$337,438 of operating expense, producing a total expense of \$5,723,492 for the quarter. This resulted in a net deficit of \$3,808,775 for the quarter. Ms. Cochran noted that contributions were made on behalf of 304 active Plan participants and that there were no contribution delinquencies to report.

Ms. Cochran reviewed the pension applications requiring Trustee approval.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED that the pension applications contained in the Administrative Manager's third quarter 2022 report are approved for payment as presented.

VII. INVOICES

Ms. Cochran presented a list of invoices dated December 2, 2022. She noted that there were no additions, deletions, or changes to the list.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED that the invoices on the list dated December 2, 2022 are approved for payment as presented.

VIII. OTHER FUND BUSINESS

A. Form 5500

Ms. Cochran reported that the Form 5500 for the Plan year ending December 31, 2021 was filed on October 17, 2022.

B. Summary Plan Information Report for the Plan Year Ended December 31, 2021

Ms. Cochran reported that the 104(d) Multiemployer Plan Summary Report was mailed to participating employers, including Local 730, on November 2, 2022.

C. Employer Contribution Rate Increase Letter

Ms. Cochran reported a contribution rate increase letter was mailed to Washington Food for a rate change effective November 1, 2022.

D. Pension Benefit Guarantee Corporation ("PBGC") 2021 Comprehensive Filing

Ms. Cochran stated that the 2021 Comprehensive Filing with PBGC was made on October 12, 2022. The Fund paid a premium of \$63,296.00.

IX. NEXT MEETING DATE AND LOCATION

After discussion, the Trustees selected March 3, 2022 as their next regular meeting date immediately following the companion Legal Fund meeting via teleconference.

X. ADJOURNMENT

There being no further business to come before the Trustees, the meeting was adjourned.
Respectfully submitted,

Michael Bull
Secretary

THE WAREHOUSE EMPLOYEES UNION LOCAL 730 - PENSION FUND
SUMMARY OF ACTIVITY
JANUARY 01, 2022 to DECEMBER 31, 2022

<u>MANAGER</u>	<u>MARKET VALUE 1/1/2022</u>	<u>INTER ACCOUNT TRANSFERS</u>	<u>RECEIPTS</u>	<u>TOTAL GAIN OR LOSS</u>	<u>DISBURSEMENTS</u>	<u>MARKET VALUE 12/31/2022</u>
PRISA	\$29,736,371		0	3,230,330	4,524,408	\$28,442,293
HARDMAN JOHNSTON	\$19,257,020	0	73,213	3,639,501	750,635	\$14,940,097
GREAT LAKES	\$17,925,054	2,000,000	174,168	902,436	0	\$15,196,786
CS McKEE / NORTH SQUARE	\$2,193,846	0	21,997	190,135	0	\$2,025,708
ATLANTA CAP	\$20,132,588	1,600,000	76,667	1,819,199	1,162,500	\$15,627,556
NORTHERN TRUST	\$21,523,189	2,842,047	314,044	4,617,342	0	\$14,377,844
CASH RESERVE	\$3,499,040	1,250,417	9,512,776	42,242	13,914,110	\$390,366
Cash in Transit ***	\$0		1,000,000	0	0	\$1,000,000
CORBIN ERISA	\$14,489,006	1,900,000	0	783,402	0	\$15,605,604
HAMILTON LANE IV-A	\$8,176,409	453,620	0	1,170,245	2,085,601	\$5,374,183
HAMILTON LANE VI-A	\$0	0	412,500	0	0	\$412,500
BOYD WATTERSON	\$6,191,969	0	0	276,991	231,124	\$6,237,836
LOOMIS SAYLES	\$13,076,583	0	0	1,445,617	3,950,000	\$7,680,966
ACADIAN	\$7,569,223	0	0	1,182,456	0	\$6,386,767
HARDMAN JOHNSTON INT'L	\$7,524,415	0	0	1,785,059	0	\$5,739,356
JP MORGAN	\$8,649,512	0	0	1,496,488	0	\$7,153,024
TOTAL	\$179,944,225	\$2,838,010	\$11,585,365	\$15,482,318	\$26,618,378	\$146,590,886

WAREHOUSE EMPLOYEES UNION LOCAL 730 FUNDS - CYBERSECURITY RFP					
Offeror Address	Modevity, LLC 100 East Gay Street West Chester, PA 19380	StoneTurn Group 2099 Pennsylvania Ave NW, 6th Floor Washington, DC 20006	Segal 180 Howard Street, Suite 1100 San Francisco, CA 94105	EisnerAmper One Logan Square 130 North 18th Street, Suite 3000 Philadelphia, PA 19103	PKF O'Connor Davies 2 Bethesda Metro Center Bethesda, MD 20814
Contact	Tom Canova Tomc@modevity.com 610-251-0700	Ray Manna rmanna@stoneturn.com 609-579-2598 Shav Cohen	Michael Stoyanovich, CDPSE Vice President / Senior Consultant	Ray Soriano Director, EisnerAmper Digital raymond.soriano@eisneramper.com 786.866.3504	Thomas DeMayo Principal, Cybersecurity and Privacy Advisory 646-449-6353
Background	Est. in 2004. Provides technology and services in the areas of due diligence research, data privacy, cybersecurity, and compliance. Investigative due diligence research capabilities include - Vendor Risk Management as a Service, Investigative Due Diligence 'Deep Dive' Research, Background Investigations and Cybersecurity Assessment Services for ERISA Plan Sponsors. Management team has over 70 years of industry experience In Compliance and Risk Management, Due Diligence Research, Consulting and Technology.	Est. in 2004, StoneTurn serves clients from 15 global offices across five continents. StoneTurn is a proven problem solver for law firms and corporations. StoneTurn has experience providing value to nearly a third of the Fortune Global 500, and serve US federal, US state, local, and foreign government agencies.	Est. in 1939 and headquartered in New York, Segal's first services focused on consulting for group health insurance and soon after WWII, we began offering retirement plan consulting including actuarial services. Segal was asked to help set up the first multiemployer pension plan under the Taft-Hartley Act.	Est. in 2010 with the combination of Eisner LLP and Amper, Politzner & Mattia LLP. Each predecessor firm had been providing audit, tax and advisory services since the mid-1960s. Clients are in all industry sectors and leverage a complete menu of service offerings. Our combined entities include 300 partners and 3,000-plus employees.	PKF O'Connor Davies Cybersecurity and Privacy practice specializes in providing cybersecurity and privacy advisory services and solutions to businesses across all industries and sizes. From large financial institutions and multi-billion dollar private foundations, to small not-for-profits with few staff and IT resources.
Cybersecurity Experience	Modevity analysts are experts in due diligence and open-source research, Cybersecurity requirements and analysis and will be a seamless extension to your team. We utilize a variety of top of the pyramid data sources and tools including Thomson Reuters CLEAR, TransUnion TLO, Pacer, and Sayari for international data and many others including social media platforms.	StoneTurn subject matter experts have decades of experience in the cybersecurity, regulatory, compliance, business intelligence and dispute resolution space. Our team of cybersecurity experts have decades of experience implementing, assessing, and advising clients on the complex and evolving regulatory and cyber threat landscapes for all types of clients including financial institutions, manufacturers, governments, equity firms, and other industries. Our hands-on experience in breach response brings a unique perspective to our engagements that ensures our assessments are timely, effective, and meaningful, ensuring we meet your objectives. Our subject matter experts experience includes retired federal law enforcement, chief information security officers, chief technology officers, and hands on technical practitioners from various sectors including government, finance, healthcare, and technology.	Segal provides assessment services to help our clients comply with security rules under HIPAA. Segal also provides assessment services evaluating our clients' cybersecurity profile in comparison to the NIST Cybersecurity Framework. Additionally, we provide full DOL EBSA assessments. We can and do assess third party vendors' outside cybersecurity attestations (e.g., SOC 2) or certifications (e.g., HITRUST) or via direct questionnaire that we help our clients produce and score. Segal has performed over 600+ of various types of risk assessment projects for corporate, public sector and multiemployer plans around the country since 2005 (including HIPAA/HITECH, "cyber" and now "DOL" related). This specifically includes over 40 HIPAA assessments, over 40 NIST based "cyber" assessments and now, over 50 "DOL" assessments initiated in the past 12 months.	20 years of cybersecurity services. Have performed cybersecurity assessments on companies large and small. EisnerAmper Digital professionals are well-equipped to conduct cybersecurity due diligence on new service providers the Fund is evaluating and monitor existing plan service provider cybersecurity practices. Additionally, EisnerAmper has extensive experience providing Systems and Organizational Controls ("SOC") examination services to a wide range of service providers, including SOC2 exams and SOC for Cybersecurity. Our Assurance Technology and Controls professionals perform well over 100 exams annually using their technical training and have significant knowledge and experience in assessing control risk and auditing and remediating financial and information technology controls across many industries.	•Vendor Due Diligence and Management •Virtual Chief Information Security Officer (vCISO) •Cybersecurity Risk Assessments •Vulnerability Assessments and Scanning •Network and Web Application Penetration Testing •Social Engineering Campaigns •Security Awareness Training •Privacy Assessments •Incident Response Plan Development and Review •Forensic Data Acquisition and Analysis: Server/PC/Laptop/Cloud/Mobile Devices •NIST Information and Cybersecurity Framework Assessments •HIPAA Security Rule Compliance Reviews and Risk Assessments •General Data Protection Regulation (GDPR) Compliance Support •PCI-DSS Gap Analysis and Scope Reduction Assessments •SEC OCIE Cybersecurity Assessments •FFIEC Cybersecurity Assessment •NY DFS Cybersecurity Assessments and Compliance (23 NYCRR Part 500) •ISO 27001 Framework Assessments •Configuration Reviews •Policy and Procedure Development
References	Joseph Peiso, Heritage Insurance Vice President – Compliance 941.928.2065 jpeiso@heritagepci.com Third-Party Vendor Risk Management Program	Michael Schwartz Partner, Chair of White Collar & Government Investigations Practice Group Troutman Pepper Hamilton Sanders LLP Michael.Schwartz@troutman.com 215-981-4494	Suzanne Needham, MBA, CEBS Plan Director, UA Local 393 Benefit Funds 6150 Cottle Road San Jose, CA 95123 Office: 408.754.4828 suzanne@393plandirector.org	General Healthcare Resources Jeff Crater, CFO 610.834.1122 jcrater@ghresources.com	None provided.
	Lisa Bryant Partner, Patton Albertson & Miller 423-414-2100 lisa@pamwealth.com Third-Party Vendor Risk Management Program	Sharon Klein Partner, Chair of Privacy, Security & Data Protection Practice Blank Rome LLP Sharon.Klein@blankrome.com 949-812-6010	Mark J. Murphy, MSIR, AMP Executive Director UFCW Unions and Employers Benefits Administration, LLC 1740 Phoenix Parkway Atlanta, Ga. 30349 Office: 770.997.9910 x4102 mmurphy@ufcwempfund.org	Jewish Communal Fund Beth Wohlgelemer, SVP COO 646.843.6881 beth@jcfny.org	
		Ezra Church, Partner Morgan, Lewis & Bockius LLP ezra.church@morganlewis.com, 215-963-5710			
Proposed Pricing	\$2,500 one time set-up fee; \$499.00 monthly fee for 14 vendors. Although the quote is ambiguous, it appears that the \$499 fee is per vendor. If this is the case, three months' of work would be about \$29,000. Includes: Annual Vendor Questionnaire, (4 f/ups), Annual SOC2 Request / Review, Annual Vendor Scorecard, Vendor Dashboard, Data Repository, New Vendor Set-up and Initial Risk Review, Ongoing Vendor Monitoring	Fixed Fee of \$38,500. Estimated 6-8 weeks work.	\$2,500 one time administrative fee, plus \$1.5K per vendor review and analysis for first 14 vendors. \$23,500 for year one. Includes reviewing the vendor population and vendor survey questions, learning about the services provided by each vendor on behalf of the Funds and understanding the information exchanged between the Funds and the vendors; review and analyze the vendor responses and perform the necessary follow up and reporting to the Funds' Counsel and the Trustees as described in the RFP. Year two is priced at \$20,000.	Estimated Fees of \$25,000 Review of service provider responses to the Fund's DOL Cybersecurity Guidance Questionnaire. Includes observations report and results presentation.	Blended rate of \$325/hour. Estimate 2-4 hours per service provider, or 28-56 hours for 14 vendors. \$9,750 - \$19,500 (Vendor rounds to 30 - 60 hours of work total, over the course of a year).

Offeror Proposed Solution	Modevity, LLC	StoneTurn Group	Segal	EisnerAmper	PKF O'Connor Davies
	Create Custom Vendor Assessment Questionnaire Hand-off Vendor Lists Distribute Vendor Assessment Questionnaire - Annual SOC 2 Report Request, Review and Scoring - Annual TR Clear Vendor Risk Screening Process Dashboard Data Review / Vendor Scorecard Vendor Repository Vendor Alert Monitoring Business Credit Report Screen (Optional, \$28 per report)	- Review the service provider responses to confirm the service providers comply with DOL's guidance. - As needed, request and review SP documentation, including reports, policies, procedures, plans, and other relevant information to verify the service provider responses. - Conduct up to two (2) interviews with key SP technical stakeholders per assessed provider (as required). - Obtain audit evidence of compliance for selected DOL Cybersecurity criteria. Executive Summary Report – Client will receive an Executive Summary Report outlining the scope of the engagement, methodology for the assessment, summary of any critical findings, and a maturity ranking for each of the Service Providers assessed. Detailed Assessment Report – Client will receive a detailed assessment report (Excel Spreadsheet) with the compliance status of each control assessed, associated service provider compliance status level (Not Compliant, Partially Compliant, Fully Compliant), and any recommended remediation actions.	Review, analyze and score responses from vendors and ensure that all the questions were responded to; Raise and discuss any issues with Legal Counsel and the Funds' key stakeholders where: – Key additional information is required from the vendor based on the nature of their response; – There is a concern about the response provided by the vendor that could result in potential risk to the Funds and – The information is incomplete, or the vendor has not responded. Provide a report to the Funds that outlines the overall risk profile of the vendor, based on the services being provided to the Funds as well as the information being exchanged with the vendor; Present the report/findings to the Funds' Counsel and Trustees; and Based on our discussions with the Funds' Counsel and the Trustees, Segal will perform any necessary follow-up with the vendors to attain clarification and or additional information required as well as suggest any assurance actions that need to be taken by the vendor(s).	Phase 1 - Planning and scoping the Risk Assessment; Phase 2 - Executing the Assessment; Phase 3 - Reporting observations, recommendations, and remediation approach. - Observations Report – Detailed review of the gaps or issues observed in the Fund's service providers' practices compared to DOL Cybersecurity practices. - Results Presentation – A Technical and Executive level presentation deck outlining the results and recommendations in summary. - Remediation Support – Advisory support upon request for remediation action. This is an optional and separate service as agreed upon with management.	• For each of the information requests issued: o Understand the function of the entity to which the information request has been issued. o Evaluate the risk associated with the entity based on the function and volume of information entrusted with the service provider. o Assign each service provider a risk ranking of High, Moderate or Low. Such a ranking will be used in the determination of the frequency and extent of which the service provider will be assessed. o Based on the risk ranking and relationship, determine if the answers provided by the service providers are sufficient or if a call and additional information will be needed. • Report to the Boards of Trustees the results of our assessments and any concerns that require additional attention. • Define and propose an ongoing service provider due diligence and management process. • Propose any suggested changes to the existing information request.
Notes	Included sample reports.	R. Manna led the FBI's Philadelphia Regional Computer Forensic Laboratory capping a 20-year career with the FBI where he supervised and conducted cyber investigative work and forensic technology support for a wide-range of investigations. Did not take the time to customize their proposal. However, cover letter notes that, "Additionally, we feel like we can develop some economies here with this assessment amongst multiple Funds which will drive down our cost." Included easy to read sample report.	References are from other multi funds and are similarly situated to the Funds.	Late submission. Submission provided as an attachment and as a publicly-available website. Although the submission does not contain confidential information, it is the Funds' information to share, and it is possible others could find it online. Proposes to include email alerts, invitations to events that they sponsor, a free job candidate referral service, and networking and educational opportunities. These are presented as "value-added offerings", but it is unlikely that they present value to the Funds.	

**WAREHOUSE EMPLOYEES UNION
LOCAL NO. 730
PENSION TRUST FUND
FOURTH QUARTER 2022**

ADMINISTRATIVE MANAGER'S REPORT

FOURTH QUARTER 2022 CONTRIBUTIONS
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EMPLOYER	RATE	HOURS	PARTICIPANTS	CONTRIBUTIONS
EIGHT O'CLOCK COFFEE	\$ 4.88	33,855.50	65	\$ 165,215
GIANT RECYCLING	\$ 7.32	12,094.08	21	\$ 88,529
GIANT WAREHOUSE	\$ 7.96	139,510.36	211	\$ 1,110,503
GIANT WAREHOUSE - VACATION RELIEF	\$ 1.00	67,383.60		\$ 67,384
UNION LOCAL 730	\$ 7.96	1,016.00	2	\$ 8,087
WASHINGTON FOOD ¹	\$ 4.00	1,226.00	3	\$ 4,829
TOTAL		255,085.54	302	\$ 1,444,547

¹ Rate change as of 11/1/22

FOURTH QUARTER 2022
EXPENSES

BENEFIT EXPENSES

CATEGORY	AMOUNT	AVG. HOURLY COST	PERCENTAGE
PENSION BENEFITS	\$ 5,394,176	\$ 21.15	93.95%
SUB TOTAL	\$ 5,394,176	\$ 21.15	93.95%

OPERATING EXPENSES

CATEGORY	AMOUNT	AVG. HOURLY COST	PERCENTAGE
ACADIAN ASSET MNGMT FEE	\$ 8,379	\$ 0.03	0.15%
ACCURINT	\$ 8	\$ -	0.00%
ACTUARY	\$ 22,609	\$ 0.09	0.39%
ADMINISTRATION	\$ 32,705	\$ 0.13	0.57%
ATLANTA CAPITAL MNGMT FEE	\$ 26,272	\$ 0.10	0.46%
AUDITOR	\$ 4,526	\$ 0.02	0.08%
C.S. MCKEE MNGMT FEE	\$ 1,238	\$ 0.01	0.02%
GREAT LAKES ADVISORS	\$ 15,774	\$ 0.06	0.27%
HARDMAN JOHNSTON ASSET MNGMT FEE	\$ 18,457	\$ 0.07	0.32%
IFEBP DUES	\$ 1,360	\$ 0.01	0.02%
INVESTMENT PERF SERV	\$ 26,250	\$ 0.10	0.46%
LEGAL	\$ 23,710	\$ 0.09	0.41%
LOOMIS SAYLES MNGMT FEE	\$ 9,109	\$ 0.04	0.16%
MEETING	\$ 350	\$ -	0.01%
NORTHERN TRUST MNGMT FEE	\$ 1,132	\$ -	0.02%
PBGC PREMIUM	\$ 63,296	\$ 0.25	1.10%
PNC FEES	\$ 376	\$ -	0.01%
PRINTING	\$ 81	\$ -	0.00%
PRUDENTIAL FINANCIAL MNGMT FEE ¹	\$ 91,664	\$ 0.36	1.60%
SUB TOTAL	\$ 347,296	\$ 1.36	6.05%

TOTAL EXPENSES	\$ 5,741,472	\$ 22.51	100.00%
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¹Self-billed fees

AVG MTHLY RETIREES	1,095	AVG MTHLY RETIREE BENEFIT AMOUNT	\$ 1,642
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2022
QUARTERLY RECAP

INCOME	FIRST 2022	SECOND 2022	THIRD 2022	FOURTH 2022	TOTAL
CONTRIBUTIONS	\$ 1,264,213	\$ 1,283,507	\$ 1,452,402	\$ 1,444,547	\$ 5,444,669
INTEREST & DIVIDENDS	\$ 169,196	\$ 287,651	\$ 295,949	\$ 278,319	\$ 1,031,115
WITHDRAWAL LIABILITY	\$ 165,919	\$ 165,919	\$ 165,919	\$ 165,919	\$ 663,676
MISCELLANEOUS INCOME ¹	\$ 1,071	\$ 308	\$ 447	\$ 66,106	\$ 67,932

TOTAL INCOME	\$ 1,600,399	\$ 1,737,385	\$ 1,914,717	\$ 1,954,891	\$ 7,207,392
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BENEFIT EXPENSES					
PENSION BENEFITS	\$ 5,211,565	\$ 5,361,036	\$ 5,386,054	\$ 5,394,176	\$ 21,352,831
SUB TOTAL	\$ 5,211,565	\$ 5,361,036	\$ 5,386,054	\$ 5,394,176	\$ 21,352,831

OPERATING EXPENSES					
ADMINISTRATION	\$ 32,168	\$ 32,566	\$ 32,674	\$ 32,705	\$ 130,113
MISCELLANEOUS	\$ 281,135	\$ 290,617	\$ 304,764	\$ 314,591	\$ 1,191,107
SUB TOTAL	\$ 313,303	\$ 323,183	\$ 337,438	\$ 347,296	\$ 1,321,220

TOTAL EXPENSES	\$ 5,524,868	\$ 5,684,219	\$ 5,723,492	\$ 5,741,472	\$ 22,674,051
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TOTAL INCOME	\$ 1,600,399	\$ 1,737,385	\$ 1,914,717	\$ 1,954,891	\$ 7,207,392
TOTAL EXPENSES	\$ 5,524,868	\$ 5,684,219	\$ 5,723,492	\$ 5,741,472	\$ 22,674,051
SURPLUS (DEFICIT)	\$ (3,924,469)	\$ (3,946,834)	\$ (3,808,775)	\$ (3,786,581)	\$ (15,466,659)

AVERAGE HOURLY INCOME	\$ 7.67	\$ 8.22	\$ 7.59	\$ 7.66	\$ 7.79
AVERAGE HOURLY EXPENSE	\$ 26.47	\$ 26.88	\$ 22.71	\$ 22.51	\$ 24.64
SURPLUS (DEFICIT)	\$ (18.80)	\$ (18.66)	\$ (15.12)	\$ (14.85)	\$ (16.85)

TOTAL PARTICIPANTS	296	300	304	302	301
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¹Commission recapture - \$534.89, Litigation settlement - \$65,071.26, Withdrawal Liability Calculation Fee - \$500.00

2021
QUARTERLY RECAP

INCOME	FIRST 2021	SECOND 2021	THIRD 2021	FOURTH 2021	TOTAL
CONTRIBUTIONS	\$ 1,176,281	\$ 1,180,806	\$ 1,221,628	\$ 1,319,821	\$ 4,898,536
INTEREST & DIVIDENDS	\$ 367,178	\$ 320,581	\$ 171,690	\$ 454,432	\$ 1,313,881
WITHDRAWAL LIABILITY	\$ 331,837	\$ 165,919	\$ 165,919	\$ 165,919	\$ 829,594
MISCELLANEOUS INCOME ¹	\$ 61,863	\$ 520	\$ 14,764	\$ 758	\$ 77,905

TOTAL INCOME	\$ 1,937,159	\$ 1,667,826	\$ 1,574,001	\$ 1,940,930	\$ 7,119,916
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BENEFIT EXPENSES					
PENSION BENEFITS	\$ 5,173,660	\$ 5,255,635	\$ 5,276,497	\$ 5,225,582	\$ 20,931,374
SUB TOTAL	\$ 5,173,660	\$ 5,255,635	\$ 5,276,497	\$ 5,225,582	\$ 20,931,374

OPERATING EXPENSES					
ADMINISTRATION	\$ 31,282	\$ 31,342	\$ 31,404	\$ 31,548	\$ 125,576
MISCELLANEOUS	\$ 424,602	\$ 474,729	\$ 259,043	\$ 454,269	\$ 1,612,643
SUB TOTAL	\$ 455,884	\$ 506,071	\$ 290,447	\$ 485,817	\$ 1,738,219

TOTAL EXPENSES	\$ 5,629,544	\$ 5,761,706	\$ 5,566,944	\$ 5,711,399	\$ 22,669,593
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TOTAL INCOME	\$ 1,937,159	\$ 1,667,826	\$ 1,574,001	\$ 1,940,930	\$ 7,119,916
TOTAL EXPENSES	\$ 5,629,544	\$ 5,761,706	\$ 5,566,944	\$ 5,711,399	\$ 22,669,593
SURPLUS (DEFICIT)	\$ (3,692,385)	\$ (4,093,880)	\$ (3,992,943)	\$ (3,770,469)	\$ (15,549,677)

AVERAGE HOURLY INCOME	\$ 9.08	\$ 8.03	\$ 7.67	\$ 8.74	\$ 8.38
AVERAGE HOURLY EXPENSE	\$ 26.38	\$ 27.73	\$ 27.14	\$ 25.75	\$ 26.75
SURPLUS (DEFICIT)	\$ (17.30)	\$ (19.70)	\$ (19.47)	\$ (17.01)	\$ (18.37)

TOTAL PARTICIPANTS	293	293	286	292	291
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¹Litigation settlements - \$758.49

FOURTH QUARTER 2022 CONTRACT INFORMATION

COMPANY	CURRENT RATE	RATE EFF. DATE	NEXT RATE CHANGE DATE	CBA EXPIRATION
EIGHT O'CLOCK COFFEE	\$ 4.88	07-01-22	07-01-23	07-17-27
GIANT RECYCLING	\$ 7.32	01-01-22	01-01-23	06-20-26
GIANT WAREHOUSE	\$ 7.96	01-01-22	01-01-23	05-15-27
UNION LOCAL 730	\$ 7.96	01-01-22	01-01-23	FOLLOWS GIANT WAREHOUSE CBA
WASHINGTON FOOD	\$ 4.00	11-01-21	11-01-22	10-31-24

FOURTH QUARTER 2022 RATE DIVERSIONS
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COMPANY	BENEFIT	IMPROVEMENT DIVERSION	FUNDING DIVERSION	REHAB PLAN	TOTAL
EIGHT O'CLOCK COFFEE	\$ 1.50	\$ -	\$ 1.00	\$ 2.38	\$ 4.88
GIANT RECYCLING	\$ 2.82	\$ 0.11	\$ 1.00	\$ 3.39	\$ 7.32
GIANT WAREHOUSE	\$ 3.17	\$ 0.11	\$ 1.00	\$ 3.68	\$ 7.96
UNION LOCAL 730	\$ 3.17	\$ 0.11	\$ 1.00	\$ 3.68	\$ 7.96
WASHINGTON FOOD	\$ 1.05	\$ -	\$ 1.00	\$ 1.95	\$ 4.00

PENSION
DELINQUENCY REPORT
As of December 31, 2022

NONE

WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 PENSION TRUST FUND
FOURTH QUARTER 2022
APPLICATIONS SUBMITTED FOR APPROVAL

RETIRE DATE	AWARD DATE	NAME	BIRTH DATE	AGE	SEX	SERVICE	EMPLOYER	TYPE/ OPTION	MONTHLY AMOUNT
10/1/2022	10/1/2022	ADAMS,THOMAS	9/4/1962	60	M	18.000	GIANT FOOD WAREHOUSE	DEFERRED VESTED / 120 MONTH REDUCTION	\$2,339.09
10/1/2022	12/1/2022	ALBERT,MARY	4/23/1950	72	F	0.000	BENE OF CECIL ALBERT	BENEFICIARY / LIFE ANNUITY	\$1,147.17
11/1/2022	12/1/2022	BROOKS,RITCHIE	7/27/1962	60	M	33.000	LOCAL UNION NO. 730	NORMAL / 120 MONTH REDUCTION	\$6,510.69
7/1/2022	11/1/2022	BURK,ROBIN	10/17/1956	65	F	0.000	BENE OF LARRY BURK	BENEFICIARY / LIFE ANNUITY	\$70.88
10/1/2022	10/1/2022	DYSON,DEBORAH	5/24/1955	67	F	0.000	BENE OF PAUL DYSON	BENEFICIARY / LIFE ANNUITY	\$317.11
12/1/2022	12/1/2022	ENGLAND,KENNETH	11/24/1962	60	M	23.938	EIGHT O'CLOCK COFFEE	DEFERRED VESTED / 50% JOINT AND SURVIVOR	\$3,252.51
11/1/2022	12/1/2022	GREEN,RICHARD	10/22/1957	65	M	21.736	GIANT FOOD WAREHOUSE	DEFERRED VESTED / 66% JOINT AND SURVIVOR	\$1,324.63
11/1/2022	12/1/2022	JEFFERSON,RAYMOND	10/13/1962	60	M	6.083	GIANT FOOD WAREHOUSE	DEFERRED VESTED / LIFE ANNUITY	\$697.16
10/1/2022	12/1/2022	KING,MARSHA	5/15/1956	66	F	9.638	HARTMAN RETAIL GROUP	DEFERRED VESTED / 60 MONTH REDUCTION	\$138.34
10/1/2022	11/1/2022	LOMAX,KEITH,L,SR	3/18/1971	51	M	30.000	GIANT FOOD WAREHOUSE	30 & OUT / 120 MONTH REDUCTION	\$5,621.70
11/1/2022	11/1/2022	MUHAMMAD,VICKI	10/8/1962	60	F	4.668	MCKESSON DRUG COMPANY	DEFERRED VESTED / 84 MONTH REDUCTION	\$386.61
11/1/2022	11/1/2022	PERKINS,LUTHER,L,JR	10/8/1962	60	M	10.970	GIANT FOOD WAREHOUSE	DEFERRED VESTED / 120 MONTH REDUCTION	\$1,767.52
11/1/2022	11/1/2022	SCOTT,JEROME,,JR	10/4/1962	60	M	15.620	JESSUP LOGISTICS	DEFERRED VESTED / LIFE ANNUITY	\$2,435.81
9/1/2017	10/1/2022	SEAY,MORGAN	8/23/1957	60	M	15.304	GIANT FOOD WAREHOUSE	DEFERRED VESTED / 96 MONTH REDUCTION	\$1,758.49
Total									\$27,767.71

**WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 PENSION TRUST FUND
FOURTH QUARTER 2022**

CHANGES AND ADJUSTMENTS

NAME	COMMENT	FROM	TO
AMOF, PATRICK	AGE 62 INCREASE	\$3,656.91	\$3,795.48
JOHNSON, ALONZO	120 MONTH REDUCTION	\$3,894.78	\$2,137.73
POMETTO, LAURA	84 MONTH REDUCTION	\$8.31	\$3.12
SEWELL, RICKY	84 MONTH REDUCTION	\$121.25	\$60.63
TOTAL		\$7,681.25	\$5,996.96
DIFFERENCE			-\$1,684.29

**WAREHOUSE EMPLOYEES LOCAL NO. 730 PENSION TRUST FUND
FOURTH QUARTER 2022**

DECEASED

PENSIONER	DATE	AMOUNT
ALBERT, CECIL	9/23/2022	-\$1,720.93
ANDERSON, EDGAR	10/3/2022	-\$80.87
ANSARI, PHILLIP	9/21/2022	-\$307.19
GREENLEAF, LARRY	8/27/2022	-\$3,796.32
LUCAS-TOLER, LORRAINE	10/25/2022	-\$1,246.82
MANIERI, FRANK	10/14/2022	-\$1,416.78
MCCOY, THOMAS	9/2/2022	-\$1,926.60
PIKE, MAURICE	10/3/2022	-\$1,577.69
RUCHLEWICZ, LOIS	8/21/2022	-\$722.17
TOTAL		-\$12,795.37

**WAREHOUSE EMPLOYEES LOCAL NO. 730 PENSION TRUST FUND
FOURTH QUARTER 2022**

NEW ADMINISTRATIVE HOLD

PENSIONER	REASON	SUSPEND DATE	MONTHLY AMOUNT	TOTAL AMOUNT TO DATE
GILSON,PIERRE	RETURNED TO WORK	10/1/2022	\$ (913.03)	\$ (913.03)
TOTAL			\$ (913.03)	\$ (913.03)

REINSTATEMENTS

PENSIONER	REASON	REINSTATE DATE	AMOUNT	RETROACTIVE AMOUNT
NONE				
TOTAL			\$ -	\$ -

STILL PENDING ADMINISTRATIVE HOLDS

PENSIONER	REASON	SUSPEND DATE	AMOUNT	TOTAL AMOUNT TO DATE
NONE				
TOTAL			\$ -	\$ -

WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 PENSION TRUST FUND
FOURTH QUARTER 2022

PENSION ROLL

		PENSIONERS	MONTHLY PAYOUT
PENSION ROLL AS OF:	9/30/2022	1089	\$1,751,059.12
DEATHS REPORTED IN THE:	4TH QUARTER	-9	-\$12,795.37
DELETES IN THE:	4TH QUARTER	-1	-\$913.03
PENSION CHANGES IN THE:	4TH QUARTER		-\$1,684.29
PENSIONS TO BE APPROVED:	4TH QUARTER	14	\$27,767.71
REINSTATEMENTS:	4TH QUARTER	0	\$0.00
PENSION ROLL AS OF:	12/31/2022	1093	\$1,763,434.14

TOTAL PENSIONERS
AS OF DECEMBER 31, 2022

LIFE ONLY	251	\$216,837.03
60R	113	\$34,928.56
84R	95	\$86,264.19
96R	9	\$12,200.78
120R	392	\$1,035,763.66
5 YEAR CERTAIN	5	\$10,156.53
10 YEAR CERTAIN	37	\$63,199.10
LIFE & 50% SURVIVOR	94	\$160,672.40
LIFE & 66 2/3% SURVIVOR	46	\$82,308.41
LIFE & 75% SURVIVOR	35	\$48,718.63
BENEFICIARY TEMPORARY ANNUITY	2	\$952.47
J&S TERMINATED/SPOUSE DECEASED	14	\$11,432.38
TOTAL	1093	\$1,763,434.14

Warehouse Employees Union Local No. 730 Pension Trust Fund

INVOICES

March 3, 2023

Associated Administrators, LLC

12/8/2022	Retiree RIF Postage- Second Mailing	\$	112.29
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Atlanta Capital

1/30/2023	Fee for investment services for the Quarter ending December 31, 2022	\$	27,344.00
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Blank Rome LLP

2/13/2023	Fee for professional services rendered through January 31, 2023	\$	4,757.00
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1/11/2023	Fee for professional services rendered through December 31, 2022	\$	7,458.00
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12/5/2022	Fee for professional services rendered through November 30, 2022	\$	3,762.00
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Cheiron

2/1/2023	Actuarial services through December 31, 2022- 4th Quarter retainer and non retainer fees	\$	19,318.25
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C.S. McKee L. P.

1/23/2023	Fee for investment services for the Quarter ending December 31, 2022	\$	1,256.76
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Great Lakes Advisors

1/25/2023	Fee for investment services for the Quarter ending December 31, 2022	\$	17,236.90
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Hardman Johnston Global Advisors

1/24/2023	Fee for investment services for the Quarter ending December 31, 2022	\$	18,810.09
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Investment Performance Services, LLC

12/15/2022	Fee for professional services for the Quarter ending December 31, 2022	\$	26,250.00
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Loomis Sayles

1/17/2023	Fee for investment services for the Quarter ending December 31, 2022	\$	9,011.94
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Morgan, Lewis & Bockius, LLP

2/8/2023	Fee for professional services rendered through January 31, 2023	\$	8,328.00
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1/10/2023	Fee for professional services rendered through December 31, 2022	\$	5,979.00
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12/8/2022	Fee for professional services, processing November 30, 2022	\$	6,865.00
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Northern Trust Company

1/5/2023	Fee for investment services for the Quarter ending December 31, 2022	\$	1,054.77
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Novak Francella, LLC

1/4/2023	Fee for Payroll Compliance services rendered through December 2022	\$	1,531.09
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January 23, 2023

To the Trustees of
Warehouse Employees Union No. 730
Health and Welfare, Pension and Prepaid Legal Services Funds
911 Ridgebrook Rd
Sparks, MD 21152

We appreciate the opportunity to submit this understanding of services to be performed by Novak Francella LLC (Novak) in connection with payroll compliance review services for the Warehouse Employees Union No. 730 Health and Welfare, Pension and Prepaid Legal Services Fund (the Funds). This letter will confirm the agreed upon services, (The “Services”) and our proposed fee for the Services. Novak and the Funds agree that this letter and the attached Terms and Conditions constitute the consulting arrangement pursuant to which our Services will be provided.

We will perform payroll compliance reviews of the employers contributing to your Funds. We will work with your personnel to coordinate these reviews from an administrative standpoint. We will perform our services in accordance with the AICPA’s requirements for the reviews of employee benefit plans and in accordance with the requirements of the Department of Labor. Our services will be based upon the Fund’s Agreements and Declarations of Trust, participation agreements and the audit policy promulgated by the Boards of Trustees.

Our procedures are enumerated in our Payroll Compliance Review Program that is enclosed with this letter. We will perform other procedures or changes to our standard forms that are communicated to us by the Fund Administrator

Our hourly rates are \$94 for a payroll auditor, \$125 for a manager and \$160 for a partner, plus any out of pocket expenses.

Electronic Data Communication and Storage

In the interest of facilitating our services to the Funds, we may send confidential Fund data over the Internet, or store confidential Fund electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such Fund communications and confidential Fund electronic data secure in accordance with our obligations under applicable federal and state laws, regulations, and professional standards. We also understand that the Fund may request that we abide by its own security policies and procedures. To all reasonable extents, we anticipate agreeing to comply with such policies and procedures. We require that any third party vendor which handles the Fund’s information described above to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or our third party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third party service providers during this engagement so long as reasonable security measures described above are in place and utilized. Subject to the terms of any applicable contract between the Fund and us, and absent negligence, recklessness, or willful misconduct by us or one of our third party vendors with respect to the Fund information described above, you agree that we will not be held responsible for any breach of such Fund information. If a breach occurs, we will comply with any applicable federal or state law.

Client Portals

To enhance our services to you, we will utilize ShareFile, a collaborative, virtual workspace in a protected, online environment. ShareFile permits real-time collaboration across geographic boundaries and time zones and allows Novak Francella LLC and you to share specific Fund data, engagement information, knowledge, and deliverables (collectively “Fund Specific Data”) in a protected environment.

You agree that we have no responsibility for the activities of ShareFile. While ShareFile backs up your Fund Specific Data to a third party server, we recommend that you also maintain your own backup files of these records.

If you decide to transmit your confidential Fund electronic data or information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to such information. If you request that we transmit confidential Fund electronic data or information to you in a manner other than through a secure portal, you agree that we are not responsible for any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending such information in the manner you request.

Summons or Subpoena

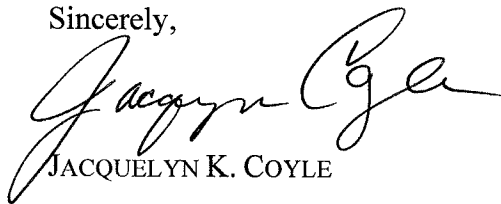
All Fund information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to quash, or otherwise limit the scope of, the summons or subpoena. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying the requested information of the summons or subpoena, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Once again, we thank you for the opportunity to submit this engagement letter. Please acknowledge your acceptance of the terms of this engagement by signing the confirmation below and returning a copy to us. If you have any questions regarding this letter or the Terms and Conditions, please do not hesitate to contact us.

Sincerely,



Jacquelyn K. Coyle

Accepted by: _____

Date _____

Accepted by: _____

Date _____

Name of Client: Warehouse Employees
Union No. 730 Health and Welfare, Pension
and Prepaid Legal Services Fund
Date: January 23, 2023

TERMS AND CONDITIONS

The following are the terms and conditions ("Terms and Conditions") on which Novak will provide the Services to you set forth in the Engagement Letter (and any attachments) (the "Engagement Letter") to which these Terms and Conditions are attached. These Terms and Conditions and the Engagement Letter (and any attachments, exhibits, subsequent amendments or addenda thereto) constitute the entire agreement (the "Engagement" or "Agreement") for the provision of the Services to the exclusion of any other express or implied term, whether expressed orally or in writing, including any conditions, warranties and representations and shall supercede all previous engagement letters, undertakings, agreements and correspondence regarding the Services.

Information and Assistance. Our performance of the Services is dependent upon you providing us with such information and assistance as we may reasonably require from time to time. You are responsible for ensuring that all information we may reasonably require is provided on a timely basis and is accurate and complete. You shall also notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon. Any reports issued or conclusions reached by us may be based upon information provided by you on behalf of you.

Reasonable Results. The Services in this Agreement are designed to provide reasonable but not absolute results and because we will not perform a detailed examination of all applicable transactions, all deficiencies may not be detected by us. In addition, these Services are not designed to detect immaterial errors, fraud or other illegal acts. Our responsibility is limited to the period covered by our Services and does not extend to any earlier or later periods.

Additional Services. Either party may request changes to the Services. Any variation to the Engagement, including any variation to fees, Services or time for performance of the Services, shall be separately agreed to and, if agreed, shall form a part of the Agreement to which these Terms and Conditions shall apply.

Term of Engagement. We or you may terminate the Engagement upon written notice to the other party. Upon receipt of such notice, we will stop work. You will be responsible for proper fees and expenses incurred through the date the termination notice is received. The terms of the Engagement that expressly or by implication are intended to survive its termination or expiration will survive and continue to bind all parties.

You agree to indemnify and hold harmless Novak and its personnel from any and all third party claims, liabilities, costs and expenses relating to Services Novak renders under this Engagement Letter, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Novak relating to such Services.

Representations. Each party represents to the other that such party has all necessary power and authority to execute, deliver and perform this Agreement and to perform and consummate the transactions contemplated hereby that such party duly authorized, executed and delivered by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements between the parties except for those items which by their terms are expressly intended to survive such Agreements including, without limitation, the indemnification provisions thereof, and constitutes a legal, valid, and binding obligation of such party enforceable against such party in accordance with its terms, and that such party's execution and delivery of this Agreement and such party's consummation of the transactions contemplated hereby does not and will not conflict with, require consent under, cause a default under or accelerate the performance of any contract or law to which such party is a party or by which its assets are bound.

Third Party Rights. Nothing in this Agreement is intended to confer any right upon any party other than Novak or you and no third party shall have any rights or remedies under this Agreement.

Assignability. This agreement shall not be assignable by either party without the express written consent of the other party.

Severability. In the event any provision of this Agreement shall be considered illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been inserted therein.

Force Majeure. Any delay in performance due in whole or in part, to the occurrence of any contingency beyond the control of Novak, including but not limited to, war (whether an actual declaration thereof or not), sabotage, insurrection, riot, or other act of civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this Agreement or otherwise, judicial action, labor disputes, accident, fire, explosion, flood, storm, or other act of God, where Novak has exercised reasonable care in prevention thereof, shall be excused for the period of time such contingency occurs plus such additional time as may be reasonably necessary to cure any damage to Novak resulting from such contingency.

Field Auditor:	_____	Type: Routine
Client Name:	_____	Client ER No.: _____
Client No.:	_____	Job No.: _____
Employer:	_____	Review Period: _____
Address:	_____	
Contact:	_____	Phone: _____
Contacts Add (if different above):	_____	Cell: _____
Email:	_____	FAX: _____
Field Work Starting Date:	_____	Field Work Completion Date: _____

This payroll compliance review program for **Routine** audits has been prepared to provide the payroll compliance reviewer an effective tool for planning the review procedures and for supervising and controlling the performance of the review work for Routine audits. Development of a payroll compliance review program for each engagement will provide a historical record of the work done as well as information to be used in the report on the payroll compliance review.

This payroll compliance review program is not designed to fit all payroll compliance review engagements. It must be revised whenever the payroll compliance reviewer, in the course of the work, finds that changes and/or additions to the programmed procedures are necessary to complete the payroll compliance review.

A thorough evaluation of the adequacy of the Employer's payroll records should be the starting point of a payroll compliance review. This review helps to determine the degree of reliability that may be placed on the payroll records, and in turn determines the nature and extent of the payroll compliance reviewing procedures to be used and the tests to be conducted during the payroll audit. You are urged to read the payroll compliance review program in its entirety before performing any of the payroll compliance review procedures described in a particular section.

The purpose of this payroll compliance review is to determine if the employer is in compliance with the terms of the Collective Bargaining Agreement with regard to Fund(s) the employer is required to contribute to, and ascertain that the contribution reports are correct.

1 PRIOR TO ENTERING THE FIELD

A.	Documents provided from Fund for entire audit period requested: Contribution reports	Received for Audit Period? Yes/No _____ (if no, must include description of alternate documents/procedures)
	Collective Bargaining Agreements, (including Participation/Owner Operator Agreements)	Participation Agreement? _____
	Accounts receivable (where applicable)	_____
B.	Correspondence from Fund and /or Novak Francella, LLC:	
	Contact letter	Date Mailed to ER: _____
	Any special instructions from the Funds	Reference to: _____
	Other correspondence	Reference to: _____
C.	Funds to be Audited: <i>All noted in CBA Just Local</i> Funds Selected Funds	Contribution Based on: <i>Hours % of Wage Weeks</i> <i>Months Other (specify)</i>
	Probationary Period:	Is Paid Time off Due: _____ <i>yes, explain if all or just some hours are included</i>
		Are Contributions Capped/Maxed: _____ <i>if yes, explain nature of Capped/Maxed</i>

For Specific Employer CBA's:

Rate Schedule:	Fund	Effective Date	Rate	Effective Date	Rate	Effective Date	Rate
----------------	------	----------------	------	----------------	------	----------------	------

- D. Novak Francella, LLC correspondence:
Confirmation letter mailed/faxed on _____
Other _____

auditor _____

reviewer _____

E. Previously audited? (Y/N) _____ Period: _____
 Previous Client & Job #: _____ Amount Under/Over reported: _____
 Explanation of findings and/or comments: _____

2 FIELD WORK

A. Document Review:

Document	Period	Records Rec'd (Y w/date/N)	If yes, from whom. If No, describe why?
Federal 941/ W/2's	_____	_____	_____
PR Tax Returns - State	_____	_____	_____
Payroll Registers	_____	_____	_____
Individual Earning Records	_____	_____	_____
Personnel Files	_____	_____	_____
Cash Disbursement Journal	_____	_____	_____
Bank Statements	_____	_____	_____
Cancelled Checks (Front/Back)	_____	_____	_____
Federal Form 1096 w/1099's	_____	_____	_____
Contribution reports to other Funds	_____	_____	_____
Other documents used	_____	_____	_____

B. Corporate/Ownership Information: *Purpose to Confirm Name and Ownership of Company*

Official Name of Company _____ EIN Number: _____
 Type of Tax Entity _____ Principal Business Activity: _____
 Date of Incorporation _____
 Corporate Officer(s) _____
 Name _____ SS # _____
 Address _____ % of Ownership: _____
 Corporate Officer(s) _____
 Name _____ SS # _____
 Address _____ % of Ownership: _____
 Corporate Officer(s) _____
 Name _____ SS # _____
 Address _____ % of Ownership: _____
 Has the company changed ownership during the audit period: _____
 Yes _____ Date _____

Documentation must be provided with work papers.

Document Bank Account Name and Number(s): _____

auditor _____

reviewer _____

C. Payroll reconciliation: *Purpose to Confirm Auditor Received the entire Payroll*

Year/Quarter selected: _____

Tax Document: _____

Payroll

Gross wages paid

Adjustments

Reconciled wages

\$

\$

If unable to reconcile above, describe how you determined that you had complete payroll:

D. Type of payroll:

(Manual, ADP, QuickBooks etc.)

Employee sort:

(Alpha, SS#, EE Code)

Pay types (weekly, bi-weekly, semi-monthly, etc.):

Cycle (ex: w=Sun, p/d=Fri):

Weeks used on Employer's Contribution Reports:

ALL Departments:

E. Review Testing and Results:

Classification (entire payroll)

Purpose to Confirm the employer is classifying all correctly

Documents Used:

Procedure:

Result:

Bargaining Unit (covered department)

Purpose is to Confirm all employees working in the covered department have been reported to the Funds

Documents Used:

Procedure:

Result:

For Unreported Employees, were dues deducted from Pay?

Result:

If you did not obtain a copy of the W-2's, Document Name, Address and Social Security number for all EE's performing covered work not reported to Funds,

If unable to obtain, explain:

auditor _____

reviewer _____

Units (hours/wages, weeks & months) Purpose is to Confirm the employer is reporting the correct Units to the Funds

Documents Used:

Procedure:

Result:

or Unreported Units, were dues deducted from Pay?

Result:

Owner Operator/Non-Bargaining

Does the ER report OO/Non-Barg EE's:

If yes, list all individuals:

Is there a Participation Agreement (Y/N):

How are hours reported to the Funds:

Is it in accordance w/Agreement or Policy:

Rates**Purpose is to Confirm the employer is paying contributions at the correct Rates to the Funds**

Procedure:

Result:

Cash Disbursements/1099s:**Purpose is to Confirm the employer is not paying additional wages off of the Payroll Records**

Procedure:

Result:

If employer claims disbursements are for job/travel expenses: Review receipts, job location, per diem rates used

Procedure:

Result:

If employer claims work is performed outside Jurisdiction Review:

Verify area where job was performed/Materials delivered via vendor/sales invoices

Procedure:

Result:

auditor _____

reviewer _____

- F. Does the employer use a temporary employment agency or have anyone who is an independent contractor: Yes _____ No _____

Purpose is to Confirm the employer is not using the Temp Agency/ Independent contractor to not pay contributions

Procedure: _____

Result: _____

- G. Are there any special instructions from the Fund which needs to be addressed?
Were all issues addressed?

- H. Conclude on the findings:

3 PAYROLL COMPLIANCE REVIEW REPORT

- A. List all exceptions. Provide explanation as to the nature of each exception. Include DOH, term, and eligibility date where applicable. Document rate changes. Provide employee class where applicable.
- B. Compute the amount of underpayment and/or overpayment.

4 EXIT INTERVIEW

- A. Conduct an exit interview according to the Fund's policy.

- B. Employer will receive: 10-day letter _____
No letter _____

- C. Employer representative (s) present during exit interview:

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____

- D. Employer's response to exit interview:

auditor _____

reviewer _____

E. Any additional information/issues relevant to the audit not noted above:

5 SUBMIT COMPLETED FILE FOR REVIEW

A. Payroll compliance review program completed.

Date January 0, 1900

B. Auditor: _____

6 FILE REVIEW

Reviewer: _____

Date: _____

PTR Review: _____

Date: _____

auditor _____

reviewer _____

January 17, 2023

Board of Trustees
Warehouse Employees Union Local No. 730 Pension Trust Fund
911 Ridgebrook Road
Sparks, MD 21152-9459

We are pleased to confirm our understanding of the services we are to provide for the Warehouse Employees Union Local No. 730 Pension Trust Fund (the Plan), for the year ended December 31, 2022, in connection with the Plan's annual reporting obligation under the Employee Retirement Income Security Act of 1974 (ERISA).

Audit Scope and Objectives

We will audit the financial statements of the Plan, which comprise the statement of net assets available for benefits as of December 31, 2022, the related statement of changes in net assets available for benefits for the year then ended, and the related notes to the financial statements and report on the supplemental schedules of the Plan for the year ended December 31, 2022. The following supplemental information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will report on whether the information is fairly stated in all material respects in relation to the financial statements as a whole:

1. Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year).
2. Loans or Fixed Income Obligations in Default or Classified as Uncollectible.
3. Leases in Default or Classified as Uncollectible.
4. Reportable Transactions.
5. Nonexempt Transactions.

These financial statements and supplemental schedules are required to be included in the Plan's Form 5500 filing with the Employee Benefits Security Administration (EBSA) of the Department of Labor (DOL). The supplemental schedules are presented for the purpose of additional analysis and are not a required part of the financial statements but are supplemental information required by the DOL's Rules and Regulations for Reporting and Disclosure under ERISA.

The objectives of our audit are to obtain reasonable assurance about whether the Plan's financial statements as a whole are free from material misstatements, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the Plan or to acts by management or employees acting on behalf of the Plan.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Plan and its environment, including internal controls, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design the nature, timing, and extent of further audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit we will communicate to you, and those charged with governance, internal control related matters that are required to be communicated under professional standards.

We will communicate with management and those charged with governance certain matters as required by GAAS, including reportable findings identified during the audit of the Plan as a result of testing relevant plan provisions.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments, benefit obligations, and certain other assets and liabilities by correspondence with financial institutions, actuaries, and other third parties. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

In addition, we will perform certain procedures directed at considering the Plan's compliance with applicable Internal Revenue Service (IRS) requirements for tax-exempt status and ERISA plan qualification requirements. However, you should understand that our audit is not specifically designed for and should not be relied upon to disclose matters affecting Plan qualifications or compliance with the ERISA and IRS requirements. If, during the audit, we become aware of any instances of such matters or ways in which management practices can be improved, we will communicate them to you.

Tax Return Preparation

We will prepare the Plan's Form 5500, including required schedules, for the year ended December 31, 2022. After we have completed the Plan's Form 5500 and required schedules, we will authorize the Plan to include our auditor's report on the financial statements and supplemental schedules with the Plan's Form 5500 filing. We may request your assistance in providing certain information and completing certain schedules for this form. We will provide you with advice regarding the preparation of the supporting information. It is your responsibility to provide all of the information required for the preparation of a complete and accurate form,

including all required schedules, some of which are prepared and provided by other service providers (such as Schedule B provided by the actuary). Our work in connection with the preparation of your Form 5500 does not include any procedures designed to discover defalcations or other irregularities, should any exist. You have the final responsibility for the Form 5500 and the required supporting supplemental schedules, and you should review them carefully before you sign them. We will work with you to electronically file this return.

In addition to the Form 5500, we will prepare a Summary Report of Multiemployer Plan Information to be used by the Plan for distribution to union and contributing employers. Even though we will prepare this form, management is ultimately responsible for the accuracy and completeness of the form. You should review the form carefully before it is distributed.

This engagement does not include our commitment to prepare any other tax returns or informational returns for filing. You are responsible for determining what forms are required to be filed with all governmental and regulatory agencies and for the preparation and filing of these forms. If anything comes to our attention that causes us to believe additional forms should be prepared and filed, we will so advise you. If you request that we prepare these forms, and we agree to prepare, a separate arrangement with a separate engagement letter will need to be made. No additional forms are included in the fee arrangement covered by this letter.

Other Services We Will Perform

In addition to the audit services and the services for tax return preparation described above, we will perform the following additional services:

1. Attendance at one meeting of the Trustees to present the results of our audit.
2. Preparation of Plan financial statements.
3. Other permissible nonattest services as needed.

Although our firm has the capabilities to perform many other types of engagements, involving accounting, auditing, planning, and consulting, this engagement does not include our commitment to perform any additional services other than those described above. Should you wish to receive additional services, we would be delighted to discuss them with you and enter into a separate arrangement to provide those services, if we agree to provide the requested services.

Management Responsibilities for the Financial Statements

Our audit of the financial statements does not relieve management or the Board of Trustees of the following responsibilities:

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; for establishing an accounting and financial reporting process for determining fair value measurements; for the acceptance of the actuarial methods and assumptions used by the actuary; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Plan from whom we determine it necessary to obtain audit evidence. You are also responsible for maintaining a current plan instrument, including all plan amendments; for administering the Plan and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records with respect to each of the participants to determine the benefits due or which may become due to such participants. You are also responsible for providing the information necessary for completion of the Plan's Form 5500 that we are being engaged to prepare on behalf of the Plan. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Plan involving (a) Plan management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Plan received in communications from employees, former employees, regulators, or others. In addition, you are also responsible for identifying and ensuring that the Plan complies with applicable laws and regulations. You are also responsible for the fair presentation of the supplemental schedules and the form and content of the supplemental schedules in conformity with ERISA. You agree to include our report on the supplemental information in any document that contains, and indicates that we have reported on, the supplemental information. You also agree to include the audited financial statements with any presentation of the supplemental information that includes our report thereon.

You agree to assume all management responsibilities for the tax services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. Management is also responsible for notifying us in advance of its intent to print our report, in whole or in part, and for giving us the opportunity to review any printed material containing our report before its issuance. Our responsibility, with respect to any additional information in the printed material, does not extend beyond the financial information identified in our report and we have no obligation to perform any procedures to corroborate other information contained in the printed material.

Administration, Fees, and Other

We understand that your personnel will prepare schedules, and analyses, and type all confirmations we request and will locate any invoices or other documents selected by us for testing.

The audit documentation for this engagement is the property of Novak Francella LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the DOL pursuant to authority given to it by law. If requested, access to such audit documentation will be provided under the supervision of Novak Francella LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the DOL. The DOL may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. In the event a request by the DOL includes the Plan's confidential information, we shall notify the Plan (in writing) of the request as soon as reasonably possible, but in no event more than five business days following receipt of the request. Additionally, we will coordinate our response with Plan legal counsel in order to provide the Plan with a reasonable opportunity to seek protective relief.

Marcella F. Pascal is the Engagement Director and is responsible for supervising and reviewing the engagement. The timely completion of this engagement is dependent, in part, upon your staff providing the information requested in a timely manner.

Fees for our services will be \$17,500 for the audit and for preparation of the Form 5500. We will also prepare the Summary Report of Multiemployer Plan Information for the year ended December 31, 2022. These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if unexpected circumstances are encountered, we will discuss this with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees may be rendered as work progresses and are payable on presentation.

Reporting

We will issue a written report upon completion of our audit of the Plan's financial statements. Our report will be addressed to the Board of Trustees of the Plan. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Electronic Data Communication and Storage

In the interest of facilitating our services to the Plan, we may send confidential Plan data over the Internet, or store confidential Plan electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. We may also use third party service providers to store or transmit this Plan data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such Plan communications and confidential Plan electronic data secure in accordance with our obligations under applicable federal and state laws, regulations, professional standards, and the terms of this engagement letter. We also understand that the Plan may request that we abide by its own security policies and procedures, and, to all reasonable extents, anticipate agreeing to comply with the Plan's security policies and procedures that are not described in this engagement letter. We require that any third party vendor which handles the Plan's information described above do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted outside of our systems or if it has been subject to unauthorized access while stored outside of our systems, notwithstanding all reasonable security measures employed by us or our third party vendors. We will not disclose information regarding the Plan or its participants ("Plan Information") to parties other than the Plan except as necessary to perform services under this Agreement and with advance written consent from the Plan.

In the event of any disclosure of Plan Information inconsistent with the preceding paragraph, or any unauthorized access by a third party of Plan Information maintained by us, we shall notify the Plan of the disclosure or unauthorized access immediately, and in no event later than ten (10) days after discovery of the disclosure or unauthorized access of Plan Information. Such notice will be in writing and will include all relevant details of the disclosure or unauthorized access, including but not limited to the date on which the disclosure or unauthorized access occurred, the information that was disclosed or accessed, the number of Plan participants and beneficiaries affected, if applicable, the steps being taken to remedy the effects of the disclosure or unauthorized access, and any other information required to be disclosed to the Fund under any applicable state or federal law. We will provide the Plan with new information regarding the

disclosure or unauthorized access immediately upon learning or receiving such information. We agree to maintain our own cybersecurity liability insurance policy in an amount that we determine to be commercially reasonable.

Client Portals

To enhance our services to you, we will utilize ShareFile, a collaborative, virtual workspace in a protected, online environment. ShareFile permits real-time collaboration across geographic boundaries and time zones and allows Novak Francella LLC and you to share specific Plan data, engagement information, knowledge, and deliverables (collectively "Plan Specific Data") in a protected environment.

You agree that we have no responsibility for the activities of ShareFile. While ShareFile backs up your Plan Specific Data to a third party server, we recommend that you also maintain your own backup files of these records.

If you decide to transmit your confidential Plan electronic data or information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to such information. If you request that we transmit confidential Plan electronic data or information to you in a manner other than through a secure portal, you agree that we are not responsible for any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending such information in the manner you request.

Summons or Subpoenas

All Plan information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable but in no event more than five business days following our receipt of this summons or subpoena. You may, within the time permitted under the summons or subpoena for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to quash, or otherwise limit the scope of, the summons or subpoena. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying the requested information of the summons or subpoena, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the reasonable fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

Board of Trustees
Warehouse Employees Union Local No. 730 Pension Trust Fund
January 17, 2023
Page 9

We appreciate the opportunity to be of service to the Warehouse Employees Union Local No. 730 Pension Trust Fund and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Very truly yours,



MARCELLA F. PASCAL

RESPONSE:

This letter correctly sets forth the understanding of the Warehouse Employees Union Local No. 730 Pension Trust Fund.

Union Trustee

Employer Trustee



**Warehouse Employees Union Local No. 730
Pension Trust Fund**

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (800) 730-2241
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
Telephone: (800) 730-2241
www.associated-admin.com

November 30, 2022

Rashmi Zia
Ahold USA/ Giant Warehouse
1149 Harrisburg Pike
Carlisle, PA 17013

**Re: Warehouse Employees Union Local No. 730 Pension Fund
Contribution Rate Increase Effective January 1, 2023**

Dear Ms. Zia:

In accordance with the Memorandum of Agreement (MOA) between Giant of Landover, Warehouse and Teamsters Warehouse Employees Union Local No. 730 of Washington, D.C., this is official notification of the need to change contribution rates.

Effective January 1, 2023, the new Warehouse Employees Union Local No. 730 Pension Trust Fund contribution rate will be \$8.35 per hour.

Sincerely,

Alicia Cochran
Account Executive
Associated Administrators

cc: Chairman/Secretary
I. Brover
M. DeLancey, Esq.

J. DiBattista
M. Goble
J. Kimble, Esq.

N. Triest
Y. Vinarev
J. Waldron
R. Williams



**Warehouse Employees Union Local No. 730
Pension Trust Fund**

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (800) 730-2241
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
Telephone: (800) 730-2241
www.associated-admin.com

November 30, 2022

Rashmi Zia
Ahold USA/ Giant Recycling
1149 Harrisburg Pike
Carlisle, PA 17013

Re: **Warehouse Employees Union Local No. 730 Pension Fund
Contribution Rate Increase Effective January 1, 2023**

Dear Ms. Zia:

In accordance with the Memorandum of Agreement (MOA) between Giant of Landover, Recycling and Teamsters Warehouse Employees Union Local No. 730 of Washington, D.C., this is official notification of the need to change contribution rates.

Effective January 1, 2023, the new Warehouse Employees Union Local No. 730 Pension Trust Fund contribution rate will be \$7.68 per hour.

Sincerely,

Alicia Cochran
Account Executive
Associated Administrators

cc: Chairman/Secretary
I. Brover
M. DeLancey, Esq.

J. DiBattista
M. Goble
J. Kimble, Esq.

N. Triest
Y. Vinarev
J. Waldron
R. Williams



**Warehouse Employees Union Local No. 730
Pension Trust Fund**

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (800) 730-2241
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
Telephone: (800) 730-2241
www.associated-admin.com

November 30, 2022

Ritchie Brooks, President
Warehouse Employees Union Local No. 730
2001 Rhode Island Avenue, NE
Washington, DC 20018

Re: **Warehouse Employees Union Local No. 730 Pension Fund
Contribution Rate Increase Effective January 1, 2023**

Dear Mr. Brooks:

In accordance with the Local 730 contribution policy of paying the same hourly contribution rate for Pension Fund coverage as Giant Warehouse of Landover, this is official notification of the need to change the contribution rate.

Effective January 1, 2023, the new Warehouse Employees Union Local No. 730 Pension Trust Fund contribution rate will be \$8.35 per hour.

Sincerely,

Alicia Cochran
Account Executive
Associated Administrators

cc: Chairman/Secretary
I. Brover
M. DeLancey, Esq.

J. DiBattista
M. Goble
J. Kimble, Esq.

N. Triest
Y. Vinarev
J. Waldron
R. Williams