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IN THE UNITED STATES COURT OF FEDERAL CLAIMS

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| ELECTRICAL WELFARE TRUST FUND, <i>et al.</i> , |) |
|---|---|
| Plaintiffs, |) |
| v. |) |
| THE UNITED STATES, |) |
| Defendant. |) |
| | |

Case No. 19-353C

(Judge Roumel)

SETTLEMENT AGREEMENT

For the purpose of disposing of the claims asserted by plaintiff and class representative the Electrical Welfare Trust Fund (EWTF), as well as all other members of the Exaction Class (defined below), without any further judicial proceedings and without there being any trial or adjudication of any issue of law or fact, and without constituting an admission of liability on the part of the defendant, and for no other purpose, the parties stipulate and agree as follows:

1. EWTF is a self-insured, self-administered multi-employer group health plan that provides health and welfare benefits to eligible participants.

2. On or about January 9, 2015, and again on or about November 9, 2015, EWTF submitted to the Department of Health & Human Services (HHS) its contributions to the Transitional Reinsurance Program (TRP) for benefit year 2014. The TRP is a risk-mitigation program within the Patient Protection and Affordable Care Act of 2010 (ACA), *see* 42 U.S.C. § 18061, and EWTF was required to contribute into the TRP pursuant to an applicable HHS regulation, *see* 45 C.F.R. § 153.20.

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3. On March 8, 2019, EWTF filed this suit asserting, *inter alia*, that HHS lacked legal authority to collect such contributions. Specifically, EWTF alleged that the ACA did not authorize HHS to collect TRP contributions from any self-insured, self-administered group health plans.¹

4. On June 22, 2022, the Court certified the following class:

All self-administered, self-insured employee health and welfare benefit plans that are or were subject to the assessment and collection of the Transitional Reinsurance Contribution under Section 1341 of the Affordable Care Act for benefit year 2014 (the "Exaction Class" or "Class").

Elec. Welfare Tr. Fund v. United States, 160 Fed. Cl. 462, 470 (2022). The Court then appointed EWTF as class representative of the Exaction Class, and Kessler Topaz Meltzer & Check, LLP and McChesney & Dale, P.C. as class counsel (collectively Class Counsel). *Id.*

5. In subsequent orders, the Court approved EWTF's proposed notice plan and set December 19, 2022 as the deadline for putative class members to opt into the Exaction Class.

6. On December 21, 2022, the Court granted the Motion for Summary Judgment filed

by EWTF for itself and the Exaction Class. ECF No. 97.

7. On February 10, 2023, EWTF submitted a supplemented certification of final membership in the Exaction Class (Membership Certification). Therein, EWTF represented that the Court-approved claims administrator, JND Legal Administration (JND or Administrator), received 634 opt-in forms from potential class members. Through an internal review process that included cross-referencing opt-in forms with records obtained from HHS, Class Counsel ultimately recommended that 357 individual claimants should be included in the Exaction Class.

¹ In addition to EWTF, two self-insured group health plans administered by third-party administrators—the Operating Engineers Trust Fund of Washington, D.C. (OETF) and the Stone & Marble Masons of Metropolitan Washington, D.C. Health and Welfare Fund ("Stone Masons")—asserted similar claims against the United States. The claims asserted by OETF and Stone Masons, however, were litigated on a separate track, and this settlement agreement does not purport to resolve their claims.

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Class Counsel further determined that the cumulative TRP contributions of these 357 plans total \$185,230,024.42. The Court accepted Class Counsel's Membership Certification.

8. The parties have reviewed the Membership Certification, and agree that the 357 plans listed therein fall within the Court's definition of the Exaction Class. The parties also agree that these 357 plans contributed a total of \$185,230,024.42 into the TRP. "Settlement Class Members," as used in this Settlement Agreement, refers to these 357 unique claimants. Each Settlement Class Member is identified in Exhibit A attached hereto.

9. On May 12, 2023, the Court entered partial judgment against the United States. ECF No. 124.

10. The parties subsequently entered into discussions to attempt to resolve the claims asserted in the complaint by EWTF and the Settlement Class Members.

11. On June 26, 2023, the Government filed a protective notice of appeal to the United States Court of Appeals for the Federal Circuit. Due to the parties' ongoing settlement discussions, the parties jointly asked the Federal Circuit to stay all further proceedings. In an order issued on July 27, 2023, the Federal Circuit agreed to stay the appeal.

12. The parties have agreed on a settlement through which each eligible Settlement Class Member listed in Exhibit A will receive reimbursement of 91.25% of their respective TRP contributions, before deduction of the Settlement Fees and Costs defined in paragraph 19 below.

13. Based upon the per-claim agreement described in the preceding paragraph, EWTF, on behalf of itself and all Settlement Class Members, has agreed to settle all claims of the Settlement Class Members, including EWTF, in exchange for payment by the United States of a total of \$169,022,397.28, inclusive of all damages, attorneys' fees and out of pocket expenses to the end of the case, and all administrative fees and costs to the end of the case (Settlement Amount).

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14. The offer as set forth in paragraph 13 above has been accepted on behalf of the Attorney General, subject to the Court's approval.

15. Upon payment of the Settlement Amount set forth in paragraph 13, all Settlement Class Members, including EWTF, release, waive, and abandon all claims against the United States, its political subdivisions, its officers, agents, and employees, arising out of the complaint or otherwise related to this case, regardless of whether they were included in the complaint, including but not limited to any claims for costs, expenses, attorneys' fees, administrative fees and costs, and damages of any sort.

Disbursement of Settlement Amount

16. This Settlement Agreement applies only to those "Settlement Class Members" defined in paragraph 8, as well as Kessler Topaz Meltzer & Check, LLP and McChesney & Dale, P.C. as class counsel and JND.

17. The Administrator will establish a Settlement Trust, designated the "TRP Exaction Class Qualified Settlement Trust" (Settlement Trust), to disburse the proceeds of the settlement. The administration and maintenance of the Settlement Trust will be the sole responsibility of Class Counsel and the Administrator.

18. Following approval by the Court, as described in the "Fairness Hearing" portion of this Settlement Agreement, the United States will pay the Settlement Amount to the Settlement Trust. The parties agree that, unless otherwise specified herein, the United States' obligations and duties to EWTF and to the Settlement Class Members under this Settlement Agreement will be fully satisfied upon payment by the United States of the Settlement Amount to the Settlement Trust. The United States makes no warranties, representations, or guarantees concerning any disbursements the Settlement Trust makes, or fails to make, to any potential claimants. If any

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Settlement Class Member has any disagreement concerning any disbursement, the Settlement Class Member shall resolve any such concern with the Administrator and Class Counsel.

19. Within fifteen (15) days of receipt of the Settlement Amount, the Administrator will pay from the Settlement Trust the Administrator's fees or costs approved by the Court, attorneys' fees and costs awarded to Class Counsel, any case contribution award to EWTF approved by the Court, administrative fees and costs, and any other settlement-related costs (the "Settlement Fees and Costs"). These Settlement Fees and Costs shall be charged to Settlement Class Members on a *pro rata* basis. The remaining amount after payment of Settlement Fees and Costs will be the "Net Settlement Fund."

20. All payments to Settlement Class Members will be paid from the Net Settlement Fund. From the Net Settlement Fund, the Administrator will pay Settlement Class Members a prorated portion of Net Settlement Fund proceeds, based on the TRP contributions associated with each Settlement Class Member, less a *pro rata* portion of Settlement Fees and Costs.

21. The Administrator will make payments in the form of a check or electronic transfer from the Net Settlement Fund to each Settlement Class Member who has provided a Taxpayer Identification Number (TIN) (or EIN). As a condition to payment by the Administrator, the Administrator must first provide the Government with the TIN for the Settlement Class payee. The Notice of Settlement to Class Members provided in paragraph 25 shall include notice that receipt of a TIN by the Administrator is a condition to settlement payment. The Administrator shall provide to the government a list of all TINs received prior to the Fairness Hearing. If a Settlement Class Member's settlement payment check is returned as undeliverable, the Administrator shall make a reasonable attempt to locate a mailing address for that Settlement Class Member and remail the check.

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22. In the event the Administrator is unable to locate a valid mailing address, after undertaking the efforts discussed in paragraph 21, the amount represented by that check shall revert to the Net Settlement Fund and shall be redistributed to Settlement Class Members on a *pro rata* basis, up to an amount that represents Settlement Class Members' individual TRP contributions. In the event a Settlement Class Member loses, destroys, or is unable to take possession of a settlement payment check, the Administrator will void the original check and then reissue a new check to the Settlement Class Member.

23. If any settlement payment check remains uncashed ninety (90) days after issuance, that check shall be void, and the amounts represented by that uncashed check shall revert to the Net Settlement Fund and shall be redistributed to Settlement Class Members on a *pro rata* basis, up to an amount that represents Settlement Class Members' individual TRP contributions. In the event redistribution of uncashed settlement funds would result in settlement payments in excess of Settlement Class Members' TRP contributions, the Administrator shall return the exceeding amount to the United States, with a cover letter attaching this Settlement Agreement and identifying the amount returned pursuant to this paragraph. The letter and any returned proceeds shall be addressed to: Department of Justice, Civil Division, Attn: Director, National Courts Section, P.O. Box 480, Ben Franklin Station, Washington, D.C. 20044.

Fairness Hearing

24. As soon as possible after the execution of this Settlement Agreement, Class Counsel shall submit to the Court a motion for preliminary approval of the settlement contemplated by this Settlement Agreement. The motion shall include (a) the proposed form of the order preliminarily approving this Settlement Agreement, and (b) the proposed forms of notice of the settlement to the Settlement Class Members by email to Settlement Class Members and by posting on the Internet website maintained by the Administrator at www.TRPLitigation.com (the "Case Website"). Class Counsel shall request that a decision on the motion for preliminary approval of the settlement and on the proposed forms of notice of the settlement be made promptly on the papers or that a hearing on the motion for preliminary approval of the settlement be held at the earliest date available to the Court.

25. Within fifteen (15) days of the Court's preliminary approval of this Settlement Agreement and of the proposed notice to the Settlement Class Members of the terms of this Settlement Agreement by posting on the Case Website maintained by the Administrator, the Administrator shall notify all Settlement Class Members of the terms of this Settlement Agreement, the procedures for allocating and distributing funds paid pursuant to this Settlement Agreement, the date upon which the Court will hold a "Fairness Hearing" pursuant to RCFC 23(e), and the date by which Settlement Class Members must file and serve their written objection, if any, to the Settlement Agreement.

26. Any Settlement Class Member may express to the Court their views in support of, or in opposition to, the fairness, reasonableness, and adequacy of the proposed settlement, including Class Counsel's application for attorneys' fees and expenses. If a Settlement Class Member objects to the settlement, such objection will be considered only if received no later than

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twenty-one (21) calendar days prior to the date of the Fairness Hearing. The objection shall be filed with the Court, with copies provided to Class Counsel and defendant's counsel, and the objection must include a signed, sworn statement that (a) identifies the case name and number; (b) describes the basis for the objection, including all citations to legal authority and evidence supporting the objection; (c) contains the objector's name, address, and telephone number, and if represented by counsel, the name, address, email address, and telephone number of counsel; and (d) indicates whether the objector intends to appear at the Fairness Hearing.

27. Class Counsel and defendant's counsel may respond to any objection no later than seven (7) days prior to the Fairness Hearing.

28. Any Settlement Class Members who submit a timely objection to the proposed settlement may appear in person or through counsel at the Fairness Hearing and be heard to the extent allowed by the Court. Any Settlement Class Members who do not file and serve written objections in the manner provided in paragraph 26 shall be deemed to have waived such objections and shall forever be foreclosed from making any objections (by appeal or otherwise) to the proposed settlement.

29. The Court will schedule the Fairness Hearing at which it will consider any timely and properly submitted objections made by Settlement Class Members to the proposed settlement. The Court will decide whether to approve the Settlement Agreement, and any award of reasonable fees and expenses to be paid to the Administrator and Class Counsel. The parties shall request that the Court schedule the Fairness Hearing no later than forty-five (45) days from the notice date described in paragraph 25.

30. If this Settlement Agreement is not approved by the Court in its entirety, this Settlement Agreement will be void and of no force and effect whatsoever.

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Wrap-Up of Settlement Trust and Conclusion of The Case

31. Within one hundred eighty (180) days of Final Approval, the Administrator will provide the parties, through the parties' attorneys of record in this matter, with a full and final written accounting of all payments made from the Settlement Trust. Within fifteen (15) days of the date that accounting is sent to the parties, the parties will confer to determine whether they are satisfied with the accounting. If not, they will attempt in good faith to resolve any dissatisfaction with the Administrator. If either party is not satisfied after such good faith efforts, either party may petition the Court to resolve the matter.

32. Promptly after the parties agree that they are satisfied or promptly after the Court resolves any dissatisfaction, Class Counsel agrees to stipulate jointly with defendant to the dismissal of this case with prejudice.

Miscellaneous Terms

33. This Settlement Agreement is for the purpose of settling the claims brought by Settlement Class Members, and for no other purpose. Accordingly, the terms of this Settlement Agreement shall not bind the parties, nor shall it be cited or otherwise referred to in any proceedings, whether judicial or administrative in nature, in which the parties or counsel for the parties have or may acquire an interest, except as is necessary to effect the terms of this Settlement Agreement.

34. Settlement Class Members warrant and represent that they have not filed any other action or suit with respect to the claims advanced in this suit in any other court, administrative agency, or legislative body. "Claims advanced in this suit" means claims arising from TRP contributions from self-insured, self-administered group health plans for benefit year 2014. The Settlement Class Members further warrant and represent that they have made no assignment or

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transfer of all or any part of their rights arising out of or relating to the claims advanced in this suit. Each Settlement Class Member further warrants and represents that the Settlement Class Member is authorized to fully settle all claims arising out of or relating to the claims advanced in this suit with respect to every TRP payment listed in relation to that Settlement Class Member in Exhibit A. Should there be now or in the future any violation of these warranties and representations, any amount paid pursuant to this agreement by the United States to any such Settlement Class Member(s) who violated a warranty or representation shall be refunded promptly by such Settlement Class Member(s), together with interest thereon at the rates provide in 41 U.S.C. § 7109, as computed from the date the United States makes payment.

35. This Settlement Agreement is in no way related to or concerned with income or other taxes for which Settlement Class Members, Class Counsel, or the Administrator are now liable or may become liable in the future as a result of this agreement.

36. This Settlement Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof as to all Settlement Class Members. No modification or addition to this Settlement Agreement or waiver of any right herein will be effective unless it is approved in writing by counsel for the parties and by the Court.

37. The parties agree that each fully participated in the drafting of this Settlement Agreement, and therefore, no clause shall be construed against any party for that reason in any subsequent dispute.

38. In the event that a party believes that the other party has failed to perform an obligation required by this Settlement Agreement or has violated the terms of the Settlement Agreement, the party who believes such a failure has occurred must so notify the other party in

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writing and afford it forty-five (45) days to cure the breach, prior to initiating any legal action to enforce this Settlement Agreement or any of its provisions.

39. Class Counsel represent that they have been and are authorized to enter into this Settlement Agreement on behalf of EWTF and the Settlement Class Members.

40. This document constitutes a complete integration of the Settlement Agreement between the parties and supersedes any and all prior oral or written representations, understandings or agreements among or between them.

AGREED TO:

KES&LER TOPAZ/ MELTZER & CHECK, LLP Joseph H. Meltzer jmeltzer@ktmc.com Melissa L. Yeates myeates@ktmc.com Jonathan F. Neumann jneumann@ktmc.com Jordan E. Jacobson jjacobson@ktmc.com 280 King of Prussia Road Radnor, PA 19087 Telephone: (610) 667-7706 Facsimile: (610) 667-7056

McCHESNEY & DALE, P.C. Charles F. Fuller chuck@dalelaw.com 4000 Mitchellville Road, Suite 222 Bowie, MD 20716 Telephone: (301) 805-6080 Facsimile: (301) 805-6086

Attorneys for Class Representative EWTF and Class Counsel for the Exaction Class

BRIAN M. BOYNTON Principal Deputy Assistant Attorney General

PATRICIA M. McCARTHY

Director Digitally signed by ERIC BRUSKIN ERIC Date: 2024.02.16 BRUSKIN 13.03.47 -05'00' ERIC P. BRUSKIN Assistant Director Digitally signed by BORISLAV KUSHNIR BORISLAV Date: 2024.02.16 **KUSHNIR** 12:59:47 -05'00' BORISLAV KUSHNIR Trial Attorney **Commercial Litigation Branch** Civil Division U.S. Department of Justice P.O. Box 480 Ben Franklin Station Washington, DC 20044 Telephone: (202) 307-5928 Facsimile: (202) 353-0461 Email: Steven.Kushnir@usdoj.gov

Attorneys for Defendant

Dated: 02/16/24

Dated: <u>02/16/24</u>

EXHIBIT A

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1199SEIU GREATER NEW YORK BENEFIT FUND

1199SEIU HOME CARE EMPLOYEES BENEFIT FUND

1199SEIU NATIONAL BENEFIT FUND FOR HEALTH AND HUMAN SERVICE EMPLOYEES

ADMINISTRATIVE DISTRICT COUNCIL 1 WELFARE FUND

ADVENTIST HEALTH EMPLOYEE MEDICAL PLAN - BASE*

ADVENTIST HEALTH EMPLOYEE MEDICAL PLAN - ENGAGED*

AFL-AGC BUILDING TRADES WELFARE PLAN

AFTRA HEALTH FUND

AHMC HEALTHCARE INC.

ALASKA ELECTRICAL HEALTH AND WELFARE FUND

ALLIED SERVICES DIVISION WELFARE FUND

ARKANSAS BEST CORPORATION EMPLOYEE WELFARE BENEFIT PLAN

AUTOMATIC SPRINKLER LOCAL 281 U.A. WELFARE FUND

AVANT MINISTRIES MISSIONARY MEDICAL AID PLAN

BAKERY AND CONFECTIONERY UNION AND INDUSTRY INTERNATIONAL HEALTH BENEFITS FUND

BAKERY CRACKER PIE & YEAST WAGON DRIVERS LOCAL 734 WELFARE FUND

BANNER HEALTH MASTER HEALTH AND WELFARE BENEFIT PLAN

BARROW INDUSTRIES INC.

BEER INDUSTRY LOCAL UNION NO. 703 HEALTH AND WELFARE FUND

BENEFIT MANAGEMENT INC HEALTHCARE PLAN

BEST LIFE AND HEALTH INSURANCE COMPANY

BLUE BELL CREAMERIES INC. WELFARE BENEFITS PLAN

BLUE CROSS AND BLUE SHIELD OF FLORIDA INC

BLUE CROSS BLUE SHIELD OF MICHIGAN MEDICAL PLAN*

BCBSM RETIREE MEDICAL BENEFIT PLAN*

EMERGING MARKETS MEDICAL PLAN*

EMERGING MARKETS RETIREE MEDICAL BENEFIT PLAN*

BLUE CROSS AND BLUE SHIELD OF NORTH CAROLINA RETIREE MEDICAL BENEFITS PLAN*

BLUE CROSS AND BLUE SHIELD OF NORTH CAROLINA WELFARE BENEFIT PLAN*

BLUE CROSS BLUE SHIELD OF ALABAMA

BULL CONCRETE CORP.

C AND O EMPLOYEES HOSPITAL ASSOC

CALIFORNIA IRONWORKERS FIELD WELFARE TRUST

CALIFORNIA WATER SERVICE PPO PLAN

CARPENTERS' HEALTH AND WELFARE TRUST FUND OF ST. LOUIS

CARPENTERS TRUSTS OF WESTERN WA

CATSKILL AREA SCHOOLS EMPLOYEE BENEFIT PLAN

CDW LLC

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CEMENT MASONS INSTITUTE LOCAL 502 WELFARE TRUST FUND

CEMENT MASONS LOCAL NO. 502 RETIREE WELFARE FUND

CENTRAL LABORERS WELFARE FUND

CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS ACTIVE HEALTH AND WELFARE FUND

CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS RETIREE HEALTH AND WELFARE FUND

CHAUFFEURS TEAMSTERS HELPERS LOCAL 301

CHER MAKE SAUSAGE CO. EMPLOYEE HEALTH CARE PLAN

CHICAGO AREA I.B. OF T. HEALTH AND WELFARE TRUST FUND

CHICAGO LABORERS DISTRICT COUNCIL RETIREE HEALTH AND WELFARE FUND

CHICAGO REGIONAL COUNCIL OF CARPENTERS WELFARE FUND

CHICAGO TILE INSTITUTE WELFARE FUND

CHRISTIAN BROTHERS EMPLOYEE BENEFIT TRUST

CITY OF ODESSA - FAMILY HEALTH ADMINISTRATORS

COBALT BENEFITS GROUP LLC EMPLOYEE BENEFIT PLAN*

COBALT BENEFITS GROUP LLC*

COLMAC INDUSTRIES, INC EMPLOYEE BENEFITS PLAN

COMMUNITY HEALTH NETWORK, INC. EMPLOYEE HEALTH BENEFITS PLAN

COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA

CONNECTICUT CARPENTERS HEALTH FUND

CONNECTICUT LABORERS' HEALTH FUND

CONNECTICUT PIPE TRADES HEALTH FUND

CORESOURCE INC NOW KNOW AS TRUSTMARK HEALTH BENEFITS INC

CRAWFORD COUNTY EMPLOYEE HEALTH PLAN*

CRAWFORD COUNTY EMPLOYEE MEDICAL AND PRESCRIPTION DRUG BENEFIT PLAN*

D.C 1707 LOCAL 1389 HOME HEALTH CARE EMPLOYEES HEALTH AND WELFARE FUND

DAKOTA BOYS AND GIRLS RANCH

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF AGRESERVES INC 87-0481574

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF AGRI NORTHWEST 87-0481574

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF BENEFICIAL FINANCIAL GRP 87-0115120

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF BENEFICIAL FNCL LIFE AGT 87-0115120

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF BERBERIAN NUT COMPANY 26-0498896

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF BONNEVILLE INTL CORP 87-0266746

| Name |
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| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF BRIGHAM YOUNG |
| UNIVERSITY 87-0217280 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF BYU HAWAII CAMPUS 99- |
| 0083825 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF BYU IDAHO 82-0207699 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF CITY CREEK RESERVES INC |
| 20-8152281 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF COP CALLED POSITIONS |
| 23-7300405 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF CORP OF PRESIDING |
| BISHOP 87-0234341 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF CORP OF THE PRESIDENT |
| 23-7300405 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF CPB SEASONAL BENEFITS |
| GP 87-0234341 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF CUSTODIANS - CENTRAL |
| PAY 87-0234342 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET BOOK COMPANY |
| 87-0128267 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET CATTLE AND |
| CITRUS 87-0481574 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET CATTLE AND |
| TIMBER 87-0481574 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET CATTLE FEEDERS |
| 27-2588752 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET DIGITAL MEDIA 80-0483901 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET FARMS INC 87- |
| 0481574 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET FARMS OF |
| RUSKIN 87-0481574 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET INDUSTRIES 87- |
| 0234342 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET MANAGEMENT |
| CORPO 87-0274433 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET MUTUAL 87- |
| 0440163 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET NEWS 87- |
| 0128317 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF DESERET TRUST |
| COMPANY 87-0291656 |
| DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF EAST CENTRAL FLORIDA |
| SER 59-2996410 |

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DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF ENSIGN PEAK ADVISORS 84-1432969

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF FARMLAND RESERVE INC 87-0569880

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF HAWAII RESERVES INC 99-0306760

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF KIRO FM 87-0266746

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF KPKX 87-0266746

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF KSL INC 87-0266746

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF KSWD 87-0266746

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF KTAR AM 87-0266746

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF LDS BUSINESS COLLEGE 87-0280678

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF LDS CHURCH CUSTODIANS 87-0234341

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF LDS FAMILY SERVICES 87-0299862

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF NORTHPOINT IRRIGATION CO 87-0224719

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF POLYNESIAN CULTURAL CENT 99-0109908

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF PROPERTY RESERVES INC 87-6128054

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF SECOND QUORUM 23-7300405

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF SEMINARIES AND INSTITUTES 23-7300405

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF SOUTH VALLEY ALMOND COMP 26-0499035

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF SOUTH VALLEY FARMS 87-0481574

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF SUBURBAN LAND RESERVE 87-0687704

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF TAYLOR CREEK MANAGEMENT 59-3439096

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF TEMP INTERNATIONAL ASSIGNMENT 87-0234341

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF TEMPLE SQUARE HOSPITALITY 87-0460433

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF THRASHER RESEARCH FUND 87-6179851

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF UTAH HOME FIRE INSURANCE 87-0187345

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DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF UTAH PROPERTY MANAGEMENT 27-1460435

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF W T M X 87-0266746

DESERET HEALTHCARE EMPLOYEE BENEFITS PLAN ON BEHALF OF WELFARE PRODUCTION PROJECT 87-0234341

DIAMOND OIL & GAS, LLC

DIRECTORS GUILD OF AMERICA - PRODUCER HEALTH PLAN

DISTRICT NO. 9 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS WELFARE TRUST

DYSART UNIFIED SCHOOL DISTRICT

ELECTRICAL WELFARE TRUST FUND

ELECTRICAL WORKERS BENEFIT TRUST FUND

ELECTRICAL WORKERS HEALTH AND WELFARE FUND LOCAL 103 IBEW

ELECTRICAL WORKERS INSURANCE FUND

ELECTRICIANS HEALTH AND WELFARE IBEW 995

EMPLOYEE BENEFIT MANAGEMENT SERVICES INC

EMPLOYERS DIRECT HEALTH

ENGINEERED BIOPHARMACEUTICALS HEALTH BENEFIT PLAN

EVERENCE MEDICAL EXPENSE PLAN

EXCELLUS HEALTH PLAN INC

FEDERATED MUTUAL INSURANCE COMPANY EMPLOYEE MEDICAL PLAN

FHN MEMORIAL HOSPITAL

FICO KAISER PERMANENTE HEALTH REIMBURSEMENT ACCOUNT

FOX EVERETT INC EMPLOYEE BENEFIT PLAN

FOX VALLEY LABORERS HEALTH AND WELFARE FUND

GENERAL AUTHORITY HEALTH AND WELFARE PLAN ON BEHALF OF THE CORPORATION OF THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS 23-7300405

GROUP HEALTH PLAN INC.

GROUP HEALTH PROGRAM OF NTCA AND ITS MEMBERS

HEALTH AND WELFARE DEPT OF THE CONSTRUCTION AND GENERAL LABORERS OF CHICAGO AND VICINITY

HEALTH AND WELFARE FUND OF THE EXCAVATING GRADING AND ASPHALT CRAFT LOCAL NO. 731

HEALTH BENEFIT PLAN FOR EMPLOYEES OF ALLEGIANCE BENEFIT PLAN MANAGEMENT, INC.

HEALTH FITNESS CORPORATION

HEALTH OPTIONS INC

HEALTH PLANS INC.

HEALTHPARTNERS ASSOCIATES INC.

HEALTHPARTNERS CENTRAL MINNESOTA CLINICS INC.

HEARTLAND HEALTH AND WELLNESS FUND

HEAVY AND GENERAL LABORERS LOCAL UNIONS 472 AND 172 OF NEW JERSEY WELFARE FUND

HIGHMARK INC. FORMERLY KNOWN AS HOSPITAL SERVICE ASSOCIATION OF NORTHEASTERN PENNSYLVANIA

HOLYOKE MEDICAL CENTER

I.B.T. LOCAL 863 WELFARE FUND

I.U.O.E. LOCAL 649 HEALTH REIMBURSEMENT ARRANGEMENT FUND

IBEW LOCAL 701 WELFARE FUND

IBEW LOCAL NO 1 HEALTH AND WELFARE FUND

IBEW LOCAL NO 129 HEALTH AND WELFARE FUND

IBT LOCAL 191 HEALTH SERVICE INSURANCE PLAN

IBT UNION LOCAL NO 710 HEALTH AND WELFARE FUND

ILA LOCAL 1478-2 WELFARE FUND

INDIANA LABORERS WELFARE FUND

INDIANA TEAMSTERS HEALTH BENEFITS FUND

INTERMOUNTAIN HEALTHCARE GROUP HEALTH PLAN

INTERNATIONAL ASSOCIATION OF HEALTH AND FROST INSULATORS LOCAL 17 WELFARE FUND

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 112 HEALTH & WELFARE FUND INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 25 MARINE DIVISION MEDICAL

PLAN

IPM HEALTH & WELFARE TRUST OF CALIFORNIA

IRON WORKERS DISTRICT COUNCIL OF NEW ENGLAND WELFARE PLAN

IRON WORKERS HEALTH FUND OF EASTERN MICHIGAN

IRON WORKERS LOCAL 568 HEALTH AND WELFARE

IUOE LOCAL 132 HEALTH & WELFARE FUND

J AND J SNACK FOODS CORP

JOINT BOARD OF TRUSTEES IBEW LOCAL 252 HEALTH AND WELFARE FUND

KANSAS BUILDING TRADES OPEN END HEALTH AND WELFARE TRUST FUND

KENTUCKY LABORERS DISTRICT COUNCIL HEALTH AND WELFARE FUND

KERN LEGACY CLASSIC CHOICE AND NETWORK PLUS

KIRBY FOODS INC

KOPPERS PERFORMANCE CHEMICALS

KOPPERS RAILROAD STRUCTURES

LABORERS' DISTRICT COUNCIL BUILDING AND CONSTRUCTION HEALTH AND WELFARE FUND

LABORERS' DISTRICT COUNCIL HEAVY AND HIGHWAY CONSTRUCTION HEALTH AND WELFARE FUND

LABORERS LOCAL 231 HEALTH + WELFARE PLAN

LEGGETT & PLATT INCORPORATED EMPLOYEE BENEFIT FUND

LINE CONSTRUCTION BENEFIT FUND

| Name |
|---|
| LOCAL 1102 HEALTH AND BENEFIT FUND |
| LOCAL 1205 WELFARE FUND |
| LOCAL 1964 ILA HEALTH AND INSURANCE FUND |
| LOCAL 309 ELECTRICAL HEALTH AND WELFARE FUND |
| LOCAL 705 INTERNATIONAL BROTHERHOOD OF TEAMSTERS HEALTH AND WELFARE PLAN |
| LOCAL 73 HEALTH AND WELFARE FUND |
| LOCAL 804 WELFARE TRUST FUND |
| LOCAL 808 IBT HEALTH AND WELFARE FUND |
| LOCAL 837 HEALTH AND WELFARE PLAN |
| LOCAL NO. 4 SEIU HEALTH & WELFARE FUND |
| LOCAL NO. 731 I. B. OF T. GARAGE ATTENDANTS, LINEN AND LAUNDRY HEALTH AND WELFARE FUND, BY THE LOCAL NO. 731, I.B. OF T. HEALTH AND WELFARE FUND, SUCCESSOR IN INTEREST |
| LOCAL NO. 731, I.B. OF T. PRIVATE SCAVENGERS HEALTH AND WELFARE FUND, BY THE |
| LOCAL NO. 731 I.B. OF T. HEALTH AND WELFARE FUND, SUCCESSOR IN INTEREST |
| LOCAL UNION NO. 226 IBEW OPEN END HEALTH AND WELFARE TRUST FUND |
| LOCAL UNION NO. 9 IBEW AND OUTSIDE CONTRACTORS HEALTH AND WELFARE FUND |
| LOMA LINDA UNIVERSITY BEHAVIORAL MEDICINE CENTER EMPLOYEE HEALTH PLAN |
| LOMA LINDA UNIVERSITY EMPLOYEE HEALTH PLAN |
| LOMA LINDA UNIVERSITY HEALTH CARE EMPLOYEE HEALTH PLAN |
| LOMA LINDA UNIVERSITY HEALTH SERVICES EMPLOYEE HEALTH PLAN |
| LOMA LINDA UNIVERSITY MEDICAL CENTER EMPLOYEE HEALTH PLAN |
| MASHANTUCKET PEQUOT HEALTH BENEFITS PLAN |
| MASS. BRICKLAYERS AND MASONS HEALTH WELFARE FUND |
| MAYO CLINIC |
| MAYO CLINIC HEALTH SYSTEM EAU CLAIRE HOSPITAL, INC. |
| MAYO CLINIC HEALTH SYSTEM MANKATO |
| MAYO CLINIC HEALTH SYSTEM AUSTIN |
| MAYO CLINIC HEALTH SYSTEM EAU CLAIRE CLINIC, INC. |
| MAYO CLINIC HEALTH SYSTEM RED WING |
| MEBA MEDICAL AND BENEFITS PLAN |
| MEDBEN EMPLOYEES HEALTH & WELFARE BENEFIT PLAN |
| MEMORIAL HEALTHCARE SYSTEM EMPLOYEE HEALTHCARE PROGRAM |
| MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND |
| MICHIGAN UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND EMPLOYERS HEALTH AND WELFARE FUND BY THE HEARTLAND HEALTH AND WELLNESS FUND, SUCCESSOR IN INTEREST |
| MICHIGAN UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND EMPLOYERS RETIREE HEALTH AND WELFARE FUND F/K/A MICHIGAN UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND EMPLOYERS HEALTH AND WELFARE FUND |

MID CENTRAL OPERATING ENGINEERS HEALTH AND WELFARE FUND

MIDWEST OPERATING ENGINEERS RETIREE WELFARE PLAN

MIDWEST OPERATING ENGINEERS WELFARE FUND

MO-KAN SHEET METAL WORKERS WELFARE FUND

MOTION PICTURE INDUSTRY HEALTH PLAN

NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN FOR EMPLOYEES AND STAFF

NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN HIGH OPTION

NATIONAL AUTOMATIC SPRINKLER INDUSTRY WELFARE FUND

NATIONAL AUTOMATIC SPRINKLER METAL TRADES WELFARE FUND

NATIONAL ELEVATOR INDUSTRY HEALTH BENEFIT PLAN

NECA-IBEW WELFARE TRUST FUND

NEW ENGLAND HEALTHCARE EMPLOYEES WELFARE FUND

NEW YORK HOTEL TRADES COUNCIL & AFFILATED LOCALS STAFF INSURANCE FUND

NEW YORK HOTEL TRADES COUNCIL AND HOTEL ASSOCIATION OF NEW YORK CITY INC. HEALTH BENEFITS FUND

NGS AMERICAN INC

NORTH ATLANTIC STATES CARPENTERS HEALTH BENEFITS FUND FORMERLY NEW ENGLAND CARPENTERS HEALTH BENEFITS FUND

NORTH CENTRAL STATES REGIONAL COUNCIL OF CARPENTERS HEALTH FUND

NORTHEAST CARPENTERS HEALTH FUND (FORMERLY KNOWN AS NJ CARPENTERS WELFARE FUND)

NORTHERN NEW JERSEY TEAMSTERS BENEFIT PLAN

NRECA GROUP BENEFITS TRUST

OHIO CONFERENCE OF TEAMSTERS AND INDUSTRY HEALTH AND WELFARE FUND

OPERATING ENGINEERS HEALTH AND WELFARE FUND LOCAL 12

OPERATING ENGINEERS LOCAL 148 HEALTH AND WELFARE TRUST

PAINTERS AND ALLIED TRADES DISTRICT COUNCIL #35 HEALTH BENEFITS FUND

PAINTERS DISTRICT COUNCIL 711 HEALTH PLAN

PAINTERS DISTRICT COUNCIL NO. 30 HEALTH AND WELFARE PLAN

PARK NICOLLET HEALTH SERVICES

PARKVIEW HEALTH SYSTEM INC. SIGNATURE CARE EMPLOYEE BENEFIT PLAN*

PARKVIEW HEALTH SYSTEM INC.*

PEPCO HOLDINGS INC WELFARE PLAN FOR ACTIVE EMPLOYEES*

PEPCO HOLDINGS INC WELFARE PLAN FOR RETIREES*

PICO ENTERPRISES, INC. BENEFIT PLAN

PIPE FITTERS WELFARE FUND LOCAL 597

PIPE TRADES INDUSTRY HEALTH AND WELFARE PLAN

PIPE TRADES SERVICES MN WELFARE FUND (DUQ93NVKPR)

PIPELINE INDUSTRY BENEFIT FUND

PLUMBERS & PIPEFITTERS LOCAL NO. 25 WELFARE PLAN

PLUMBERS AND PIPEFITTERS WELFARE EDUCATIONAL FUND

PLUMBERS AND STEAMFITTERS LOCAL 33 HEALTH AND WELFARE TRUST

PLUMBERS LOCAL 68 WELFARE FUND

PLUMBERS PIPE FITTERS AND MECHANICAL EQUIPMENT SERVICE LOCAL UNION NO 392 HEALTH AND WELFARE PLAN

PLUMBERS WELFARE FUND LOCAL 130 U A

POTAWATOMI CARTER CASINO HOTEL

PREFERREDONE ADMINISTRATIVE SERVICES, INC.

QUARLES PETROLEUM INC - ANTHEM VA BLUE CROSS BLUE SHIELD

QUIKTRIP CORPORATION EMPLOYEE BENEFITS PLAN

RAILROAD MAINTENANCE AND INDUSTRIAL HEALTH AND WELFARE FUND

RETIREE MEDICAL PLAN OF THE PLUMBERS LOCAL 130 UA

RHSC INC.

RIVERSIDE RADIOLOGY AND INTERVENTIONAL ASSOCIATES, INC.

ROBERT F. KENNEDY FARMWORKERS MEDICAL PLAN

ROCHESTER LABORERS WELFARE AND SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND

ROCHESTER PUBLIC SCHOOL DISTRICT

RODDA PAINT CO. HEALTH & WELFARE PLAN

ROOFERS LOCAL 74203 WELFARE FUND

ROOFERS UNIONS WELFARE TRUST FUND

SAG-AFTRA HEALTH PLAN

SAMARITAN HEALTH SERVICES BENEFIT PLAN

SAN DIEGO COUNTY EMPLOYEES RETIREMENT ASSOCIATION

SAN DIEGO ELECTRICAL HEALTH AND WELFARE FUND LOCAL 569

SANDUSKY NEWSPAPERS, INC

SANFORD HEALTH PLAN

SCHELL AND KAMPETER, INC DBA DIAMOND PET FOODS HEALTH AND WELFARE PLAN

SEAFARERS HEALTH AND BENEFITS PLAN

SEIU HEALTHCARE IL HOME CARE AND CHILD CARE FUND

SEIU LOCAL 1 & PARTICIPATING EMPLOYERS WELFARE FUND - FORMERLY SEIU LOCAL 25 WELFARE FUND

SEIU LOCAL 2000 HEALTH & WELFARE & PENSION TRUST FUND

SHEET METAL WORKERS HEALTH PLAN OF SOUTHERN CALIFORNIA ARIZONA AND NEVADA

SHEET METAL WORKERS LOCAL 58 WELFARE FUND

SHEET METAL WORKERS' LOCAL 73 WELFARE FUND

SHEET METAL WORKERS LOCAL 91 HEALTH & WELFARE FUND

SHOP IRONWORKERS LOCAL 790 WELFARE PLAN

SHREVEPORT ELECTRICAL HEALTH AND WELFARE FUND

SMART LOCAL 36 WELFARE FUND

SMART LOCAL LOCAL 265 WELFARE FUND (FORMERLY, SHEET METAL WORKERS LOCAL NO. 265 WELFARE FUND)

SONIC AUTOMOTIVE

SOUTH CENTRAL UNITED FOOD & COMMERCIAL WORKERS UNIONS AND EMPLOYERS HEALTH & WELFARE TRUST

SOUTH SOUND FAMILY DENTISTRY PLLC

SOUTHERN CALIFORNIA DRUG BENEFIT FUND

SOUTHERN CALIFORNIA PIPE TRADES HEALTH & WELFARE FUND

SOUTHERN CALIFORNIA PIPE TRADES PENSIONERS & SURVIVING SPOUSES HEALTH FUND

SOUTHERN ILLINOIS LABORERS AND EMPLOYERS HEALTH AND WELFARE FUND

SOUTHERN TIER BUILDING TRADES WELFARE PLAN

SPECIAL AGENTS MUTUAL BENEFIT ASSOCIATION (SAMBA) / SAMBA FEDERAL EMPLOYEE BENEFIT ASSOCIATION

ST. LOUIS GLASS AND ALLIED INDUSTRIES HEALTH AND WELFARE FUND

ST. LOUIS LABOR HEALTHCARE NETWORK

STEUBENVILLE ELECTRICAL WELFARE FUND

STONE TRANSPORT Q

SUBURBAN TEAMSTERS OF NORTHERN ILLINOIS WELFARE FUND

TEAM ONE REPAIR, INC.

TEAMSTERS HEALTH & WELFARE FUND OF PHILADELPHIA & VICINITY

TEAMSTERS HEALTH SERVICES INSURANCE PLAN LOCAL 404

TEAMSTERS INDUSTRIAL EMPLOYEES WELFARE FUND

TEAMSTERS JOINT COUNCIL NO. 83 OF VIRGINIA HEALTH WELFARE FUND

TEAMSTERS LOCAL 1035 HEALTH SERVICES INSURANCE PLAN

TEAMSTERS LOCAL 282 WELFARE TRUST FUND

TEAMSTERS LOCAL 493 HEALTH SERVICES INSURANCE PLAN

TEAMSTERS LOCAL 559 HEALTH SERVICES AND INSURANCE PLAN

TEAMSTERS LOCAL 641 WELFARE FUND

TEAMSTERS LOCAL 671 HEALTH SERVICES AND INSURANCE PLAN

TEAMSTERS LOCAL 677 HEALTH SERVICES INSURANCE PLAN

TEAMSTERS OHIO CONTRACTORS ASSOCIATION HEALTH AND WELFARE FUND

THE CHICAGO PLASTERING INSTITUTE HEALTH AND WELFARE TRUST

THE FORD METER BOX COMPANY, INC EMPLOYEE BENEFIT PLAN

THE SPECIALTY MANUFACTURING CO. EMPLOYEE BENEFIT PLAN

THE UFCW NATIONAL HEALTH AND WELFARE FUND

THE UNDERWRITERS GROUP

TOLEDO FIREFIGHTERS HEALTH PLAN

TRANSPORTATION LOCAL 443 HEALTH SERVICES INSURANCE PLAN

TRI-STATE JOINT FUND

TRUCKING EMPLOYEES OF NORTH JERSEY WELFARE FUND, INC.

TRUSTMARK SERVICES COMPANY

TRUSTMARK SERVICES COMPANY (SAKSOFT INC.)

U. A. LOCAL NO. 447 PIPE TRADES HEALTH AND WELFARE PLAN

U.F.C.W. AND EMPLOYERS KANSAS AND MISSOURI HEALTH AND WELFARE FUND

UFCW & EMPLOYERS BENEFIT TRUST (UEBT) EIN ID: 94-6078804

UFCW 655 WELFARE FUND

UFCW LOCAL 400 AND EMPLOYERS HEALTH AND WELFARE FUND

UFCW NORTHERN CALIFORNIA & DRUG EMPLOYERS HEALTH AND WELFARE TRUST FUND (VALLEY DRUG) EIN ID: 68-0139450

UFCW UNIONS AND EMPLOYERS HEALTH AND WELFARE PLAN OF CENTRAL OHIO BY THE HEARTLAND HEALTH AND WELLNESS FUND, SUCCESSOR IN INTEREST

UMC HEALTH PLAN OPERATIONS

UMTA TRUST

UNION PACIFIC RAILROAD EMPLOYEES HEALTH SYSTEM

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 1546 HEALTH & WELFARE FUND

UNITED FOOD AND COMMERCIAL WORKERS UNION AND EMPLOYERS MIDWEST BENEFITS FUND

UNITED FOOD AND COMMERCIAL WORKERS UNION AND FOOD EMPLOYERS BENEFIT FUND

UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND EMPLOYERS CALUMET REGION

INSURANCE FUND

UPSTATE NEW YORK ENGINEERS HEALTH FUND

VOLUSIA HEALTH VENTURES INC

WABASH MEMORIAL HOSPITAL ASSOCIATION HEALTH AND WELFARE PLAN

WELLMARK INC.

WELLSPAN HEALTH CAFETERIA PLAN

WELTMAN, WEINBERG REIS CO., LPA

WEST VIRGINIA LABORERS TRUST FUND

WESTERN & SOUTHERN FINANCIAL GROUP FLEXIBLE BENEFITS PLAN

WESTERN GROWERS ASSURANCE TRUST

WISCONSIN ELECTRICAL EMPLOYEES HEALTH AND WELFARE PLAN

WRITERS GUILD - INDUSTRY HEALTH FUND

YALE HEALTH PLAN