

U.S. Department of Labor

Employee Benefits Security Administration
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Reply to the attention of: Case No. 72-033089 (48)

(b) (7)(C), (b) (6)

Direct Dial: (b) (7)(C), (b) (6)

JAN 13 2015

Via UPS

The Board of Trustees for the Screen Actors Guild – Producers Health Plan

(b) (6)

c/o (b) (6)

Fox Rothschild LLP

1800 Century Park East, Suite 300

Los Angeles, CA 90067

(b) (6)

(b) (6), (b) (7)(C)

Re: Screen Actors Guild – Producers Health Plan
EIN/PN: 95-2110997/501

Dear Members of the Board of Trustees, Mr. (b) (6), and Mr. (b) (6):

The Department of Labor (the Department), Employee Benefits Security Administration, has responsibility for administration and enforcement of Title I of the Employee Retirement Income Security Act of 1974 (ERISA). Title I establishes standards governing the operation of employee benefit plans such as the Screen Actors Guild – Producers Health Plan (Plan).

According to the Collective Bargaining Agreement (CBA), the administration of the Plan was the responsibility of the Board of Trustees (Trustees), comprising of 18 Management Trustees appointed by the Association of National Advertisers, Inc. (ANA) and American Association of Advertising Agencies (AAAA) Joint Policy Committee on Broadcast Talent Union Relations and Alliance of Motion Picture & Television Producers (Employer Association) and 18 Union Trustees appointed by the Screen Actors Guild (Union), with an additional alternate for each side. During the period covered by the investigation, 2006 forward, the following individuals served as Management Trustees and Union Trustees:

Management Trustees	Union Trustees
Helayne Antler	Daryl Anderson
Ted Bird	Timothy Blake

J. Nicholas Counter, III	Leonard Chassman
Pamela DiGiovanni	Joyce Gordon
Alan Fendrick	Al Hubbs
Marla Johnson	Bob Kaliban
Sheldon Kasdan	Melvin B. Karl
David Korduner	Larry Keith
An T. Le	Warren Kemmerling
Carol Lombardini	John T. McGuire
John A. McGuinn	Ken Orsatti
Wayne Metcalf	Joseph Ruskin
Edward G. O'Neil	William Schallert
Alan H. Raphael	John H. Sucke
John E. Rhone	Yale Summers
Ira M. Shepard	Claudette Sutherland
Robert Todd	Kathryn Swink
Samuel P. Wolfson	Joan Warren
Jay Barnett	Doug Allen
Elhanan C. Stone	John Carter Brown
Marc Wisot	Robert Carlson
Tracy Cahill	Leigh French
Eryn Doherty	Eileen Henry
Robert W. Johnson	Sallie Weaver
Shelley Landgraf	Amy Aquino
Stacy K. Marcus	Jim Bracchitta
Diane P. Mirowski	Duncan Crabtree-Ireland
Paul Muratore	Barry Gordon
David Weissman	Richard Masur
	Kim Sykes
	Ned Vaughn
	David P. White

The investigation also indicated that (b) (6)

As the (b) (6) had discretionary authority over the management and supervision of the Plan, including the Plan's accounting, administrative affairs, and office facilities.

In addition, the investigation indicated that (b) (6)

As the (b) (6) had the discretionary authority to manage the budget for the Plan's information technology department as well as negotiate contracts for services related to information technology. Consequently, it is our view that, in these capacities, the Trustees (b) (6), and (b) (6) were fiduciaries of the Plan, as defined by ERISA Section 3(21)(See ERISA citations on Attachment A).

This Office has concluded its investigation of the Plan and of the activities of its fiduciaries. Based on the facts gathered in this investigation, and subject to the possibility that additional information may lead us to revise our views, it appears that the Plan fiduciaries may have violated several provisions of ERISA. The purpose of this letter is to advise you of our findings and to give you an opportunity to comment before the Department determines what, if any, action to take.

BACKGROUND

The following is our understanding of the facts, many of which were provided to this Office by you and your staff. The Union and the Employer Association established the Plan for the purpose of providing medical as well as dental, vision, life insurance, and accidental death and dismemberment benefits for eligible actors. Contributions to provide medical benefits under the Plan were funded by member-employers of the Employer Association based on hours worked by bargaining unit employees in accordance with the CBA. On March 30, 2012, the Union merged with the American Federation of Television and Radio Artists, forming SAG-AFTRA.

In addition to the Plan, the Union and the Employer Association maintained the Screen Actors Guild – Producers Pension Plan (Pension Plan), an employee benefit plan covered by ERISA. The Plan and Pension Plan had identical Trustees. Additionally, the Union and the Employer Association also maintained the Screen Actors Guild – Producers Industry Advancement and Cooperative Fund (IACF), a non-covered ERISA fund that was established for the purpose of improving relations between actors and producers. The investigation indicated that administrative expenses unique to the Plan were assessed only to the Plan. Shared expenses of the Plan, Pension Plan, and IACF were allocated based on a percentage allocation approved by the Trustees.

VIOLATIONS

Excessive Expenses Related to Trustee/Committee Meetings

During the period covered under investigation, the Trustees held quarterly meetings at the Plan's office located in Burbank, California. The Plan's Trustee meetings were held concurrently with the Pension Plan's Trustee meetings, and lasted between one to two days, beginning in the morning and continuing through the following day. In addition to Trustees, several staff members and service providers attended these Trustee meetings. The investigation also indicated that Plan committees also held regular meetings at the Plan's office in Burbank.

The investigation indicated that for each day a Trustee meeting was held, breakfast and lunch was catered and delivered to the Plan's office, totaling at times over (b) (4). A review of catering invoices indicated that breakfast typically included a display of (b) (4)

Additionally, lunch included (b) (4). The investigation further indicated that several Plan committees, including the Investment Subcommittee and Benefit Appeals Committee, also had meals catered and delivered to the Plan's office.

The total amount incurred by the Plan and Pension Plan for expenses related to the Trustee and committee meetings was (b) (4), as detailed in Attachment B, of which approximately (b) (4) was allocated to the Plan. It is our view that the amount of meal expenses related to the Trustee and committee meetings was excessive.

As fiduciaries to the Plan, the Trustees are parties in interest to the Plan under ERISA Section 3(14)(A). As a result, it is our view that by causing the Plan to incur the excessive meal expenses in connection with these meetings, the Trustees failed to discharge their duties to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable expenses in administering the Plan, failed to act prudently, caused assets of the Plan to be used for the benefit of parties in interest, and dealt with the assets of the Plan in their own interest, in violation of ERISA Sections 404(a)(1)(A) and (B), 406(a)(1)(D), and 406(b)(1) and (2).

Unsubstantiated Plan Expenses Paid by the Plan

The Plan issued key Plan office executives an American Express (Amex) credit card, which was maintained in the Plan's name, and whose charges were paid using assets of the Plan and the Pension Plan. The investigation indicated that key Plan office executives could use the Amex card for all reasonable expenses incurred in administering the Plan.

The investigation further revealed that key Plan office executives were required to submit expense claims with receipts attached to the monthly statements detailing their monthly expenditures. However, the investigation indicated that on several occasions, hotel charges did not have receipts or other supporting documentation attached to the monthly statements. The total amount of unsubstantiated hotel charges totaled (b) (4) as detailed in Attachment C, and the portion allocated to the Plan was approximately (b) (4).

Additionally, the investigation indicated that an expense claim was submitted for an "Executive Retreat" at a (b) (4). The invoice attached to the monthly statement disclosed that the retreat incurred (b) (4) in "miscellaneous charges," (b) (4) in food charges, and (b) (4) in room charges. The invoice, however, failed to disclose the attendees of the retreat, the purpose of the retreat, as well as what the "miscellaneous" charges were for.

It is our view that the expenses associated with this retreat would have been less expensive at the Plan's office in Burbank, which had a large conference facility, than at a (b) (4). Further, there was no justifiable basis for the executives to hold their meetings elsewhere, especially when the Trustees were able to hold their meetings at the Plan's office in Burbank. The total cost of the retreat was (b) (4) as detailed in Attachment D, of which approximately (b) (4) was allocated to the Plan.

As employees of the Plan, the key Plan office executives were parties in interest to the Plan under ERISA Section 3(14)(H). Therefore, by failing to adequately monitor key Plan office executives' use of the Amex credit card in incurring these expenses, the Trustees failed to discharge their duties with respect to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable

expenses of administering the Plan, acted imprudently, and caused assets of the Plan to be used for the benefit of parties in interest, in violation of ERISA Section 404(a)(1)(A) and (B) and 406(a)(1)(D).

Automobile Expenses

As noted above, the Plan issued key Plan office executives an Amex credit card, which could be used for all reasonable expenses incurred in administering the Plan, including automobile expenses. The investigation indicated that on several occasions, key Plan office executives, including (b) (6), had their (b) (4) the entire cost to their Amex credit card. These services included regular maintenance and repairs, as well as new tires, new sun visors, and new trunk nets.

It is our view that because these personal vehicles were used for conducting non-Plan business as well as Plan business, charging the entire cost of service to their personal vehicles on the Amex credit card was excessive and an unreasonable use of Plan assets. During the period covered by the investigation, a total of (b) (4) was spent on automobile service expenses as detailed in Attachment E. Of this amount, approximately (b) (4) was allocated to the Plan.

In addition, the investigation indicated that on several occasions, (b) (6) also had his car insurance and registration fees charged on the Amex credit card. Both the car insurance and registration were in the name of (b) (6) and (b) (7)(C), (b) (6)

It is our view that because this was (b) (6) personal vehicle, charging the car insurance and registration fees on the Amex credit card was excessive and an unreasonable use of Plan assets. The fact that the car insurance and registration were also in the name of (b) (6), (b) (7)(C) who was a non-Plan employee, further supports our view that these expenses were an unreasonable use of Plan assets. During the period covered by the investigation, a total of (b) (4) was spent on car insurance and registration fees as detailed in Attachment F, and the portion allocated to the Plan was approximately (b) (4)

As a fiduciary of the Plan, (b) (6) was a party in interest to the Plan under ERISA Section 3(14)(A). In addition, as an employee of the Plan, (b) (6) was also a party in interest to the Plan under ERISA Section 3(14)(H).

By using the Amex credit card for unreasonable automobile expenses, (b) (6) failed to discharge his duties with respect to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable expenses of administering the Plan, acted imprudently, caused assets of the Plan to be used for the benefit of parties in interest, and dealt with the assets of the Plan for his own interest, in violation of ERISA Sections 404(a)(1)(A) and (B), 406(a)(1)(D), and 406(b)(1) and (2).

By failing to adequately monitor key Plan office executives' use of the Amex credit card in incurring these expenses, the Trustees failed to discharge their duties with respect to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable expenses of administering the Plan, acted imprudently,

and caused assets of the Plan to be used for the benefit of parties in interest, in violation of ERISA Section 404(a)(1)(A) and (B) and 406(a)(1)(D).

Meal Expenses for (b) (4) Meetings

The investigation indicated that (b) (6) charged several personal meal expenses on the Amex credit card, a majority of which involved meals with persons affiliated with (b) (6) (b) (4), (b) (4). For example, on several occasions between 2006 and 2011, (b) (6) had lunch meetings with (b) (7)(C), (b) (6)

(b) (7)(C), (b) (6) In addition, there was no evidence or documented Plan-related business that justified these expenditures.

The total amount of personal meal expenses incurred detailed in (b) (4). Of this amount, approximately (b) (4) was allocated to the Plan.

As a fiduciary and an employee of the Plan, (b) (6) was a party in interest to the Plan under ERISA Section 3(14)(A) and (H). By using the Amex credit card for personal meal expenses, (b) (6) failed to discharge his duties with respect to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable expenses of administering the Plan, acted imprudently, caused assets of the Plan to be used for the benefit of parties in interest, and dealt with the assets of the Plan for his own interest, in violation of ERISA Sections 404(a)(1)(A) and (B), 406(a)(1)(D), and 406(b)(1) and (2).

Additionally, by failing to adequately monitor Plan expenses, the Trustees failed to discharge their duties with respect to the Plan solely in the interest of, and for the exclusive purpose of, providing benefits to participants and beneficiaries, failed to defray reasonable expenses of administering the Plan, acted imprudently, and caused assets of the Plan to be used for the benefit of parties in interest, in violation of ERISA Section 404(a)(1)(A) and (B) and 406(a)(1)(D).

Moving Costs

The Plan's Employee Policy Manual on relocation expenses states:

- A.Relocation expenses are only applicable and will generally be considered for employees who will be relocating to an office that is a distance of more than 50 miles from their current office location. Examples include relocation to the New York office from California. Also included would be relocation within Southern California to the Ventura office or an employee who relocates his responsibility to work in multiple offices and splits time between Burbank and Ventura.
- B. Reasonable expenses related to the relocation would be reimbursed by the Plan Office. Direct moving and packing expenses, investigative trips, temporary lodging and expenses related to the sale of the home such as non-recurring escrow fees, broker fees and all other related expenses will be subject to reimbursement. Relocation expenses are at the discretion of the Plans and may not be available in all

situations.

The investigation indicated that in 2008, (b) (6) sold (b) (6) in (b) (6), (b) (7)(C). Relying on the Employee Policy Manual on relocation expenses, (b) (6) caused the Plan, Pension Plan, and IACF to pay (b) (4) in moving and shipping expenses as well as (b) (4) in escrow and related fees, totaling (b) (4).

According to the Plan's Employee Policy Manual, reimbursement of relocation expenses would have been applicable if (b) (6) relocated from (b) (6) current Burbank office to the Ventura office or if (b) (6) relocated (b) (6) responsibility to work in multiple offices and split his time between Burbank and Ventura. However, according to interviews conducted with Plan employees, after (b) (6) sold (b) (6) in (b) (6), (b) (7)(C), he continued to work from (b) (6) current Burbank office and only visited the Ventura Office once or twice year.

(b) (4)

In fact, according to a review of (b) (6) own work calendar from 2008 to 2011, (b) (6) visited the Ventura Office a total of six times, one of which was only to attend the Ventura office's 10 year anniversary celebration. Accordingly, it is our view that the Plan's Employee Policy Manual on relocation expenses was not applicable because (b) (6) never relocated offices or his work responsibilities, as required under the policy. The total amount paid in improper relocation expenses as detailed in Attachment H was (b) (4). Of this amount, approximately (b) (4) was allocated to the Plan.

As a fiduciary and an employee of the Plan, (b) (6) was a party in interest to the Plan under ERISA Section 3(14)(A) and (H). By causing the Plan to incur these expenses, (b) (6) failed to discharge his duties with respect to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable expenses of administering the Plan, failed to act in accordance with the Plan's policy, acted imprudently, caused assets of the Plan to be used for the benefit of parties in interest, and dealt with the assets of the Plan for his own interest, in violation of ERISA Sections 404(a)(1)(A), (B) and (D), 406(a)(1)(D), and 406(b)(1) and (2).

Additionally, by failing to adequately monitor Plan expenses, the Trustees failed to discharge their duties with respect to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable expenses of administering the Plan, acted imprudently, and caused assets of the Plan to be used for the benefit of parties in interest, in violation of ERISA Section 404(a)(1)(A) and (B) and 406(a)(1)(D).

Improper Holiday Parties, Anniversary Parties, and Farewell Parties

The investigation indicated that holiday parties were held at the Plan's office in Burbank and funded by the Plan, Pension Plan, and IACF. The holiday parties consisted of a (b) (4)

In addition, the holiday parties had (b) (4). The total expenses incurred for the holiday parties was (b) (4) as detailed on Attachment I, of which (b) (4) was allocated to the Plan.

The investigation also revealed several instances where the Plan gave anniversary gifts and held anniversary dinners for its employees. For example, at one anniversary dinner in 2010, a boardroom was reserved at (b) (4), and the bill was (b) (4) for a total of 10 people. The total expenses incurred in connection with these anniversary gifts and dinners was (b) (4) as detailed in Attachment J, of which approximately (b) (4) was allocated to the Plan.

Furthermore, the investigation revealed several other instances where the Plan held farewell dinners for its employees that left the company, and spent as much as (b) (4) on a single dinner. The total expense incurred in connection with these farewell dinners was (b) (4) as detailed in Attachment K, and the portion allocated to the Plan was approximately (b) (4).

It is our view that the expenses associated with holiday, anniversary, and farewell parties were unreasonable and excessive. As employees of the Plan, the employees were parties in interest to the Plan under ERISA Section 3(14)(H). Therefore, by failing to adequately monitor Plan expenses, the Trustees failed to discharge their duties with respect to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable expenses of administering the Plan, acted imprudently, and caused assets of the Plan to be used for the benefit of parties in interest, in violation of ERISA Section 404(a)(1)(A) and (B) and 406(a)(1)(D).

Improper Employee Lunches

The investigation indicated that employee lunches were occasionally funded by the Plan, Pension Plan, and IACF. For example, in 2010, a food truck was ordered for employee picture day that totaled approximately (b) (4), while another food truck was ordered for Halloween also totaling approximately (b) (4). The total expenses incurred in connection with these employee lunches were (b) (4) as detailed in Attachment L, of which approximately (b) (4) was allocated to the Plan.

It is our view that the expenses associated with these employee lunches were unreasonable and excessive. As employees of the Plan, the employees were parties in interest to the Plan under ERISA Section 3(14)(H). Therefore, by failing to adequately monitor Plan expenses, the Trustees failed to discharge their duties with respect to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable expenses of administering the Plan, acted imprudently, and caused assets of the Plan

to be used for the benefit of parties in interest, in violation of ERISA Section 404(a)(1)(A) and (B) and 406(a)(1)(D).

Improper Use of a (b) (4) Services

The investigation indicated that prior to May 1, 2013, the Plan's Expense Policy did not contain a specific provision relating to ground transportation. However, the Expense Policy did state that "reimbursement of expenses will be limited to reasonable out of pocket expenses incurred by an employee or Trustee/Employee in the performance of their duties."

The investigation indicated that effective May 1, 2013, the Plan had an updated Expense Policy that contained a specific provision relating to ground transportation, stating that "[a] Trustee will be reimbursed for the reasonable and actual cost of taxi, or similar form of (b) (4) transportation, between his or her home and the airport (or bus or train station), for travel between the airport or station and the meeting or educational conference location or lodging, and travel between the lodging and the meeting or educational conference."

The investigation indicated that on several occasions while attending meetings or conferences, the Trustees and key Plan office executives utilized a (b) (4) service to travel between their homes and the airport or between the airport and a hotel. It total, (b) (4) was incurred in (b) (4) services as detailed in Attachment M. The portion allocated to the Plan was approximately (b) (4)

It is our view that the expenses associated with (b) (4) services were unreasonable and excessive. There appears to be no reason why the Trustees and key Plan office executives could not have travelled by taxi or other (b) (4) on these occasions, as is now required by the updated expense policy.

As fiduciaries to the Plan, the Trustees are parties in interest to the Plan under ERISA Section 3(14)(A). By causing the Plan to incur these transportation expenses, the Trustees failed to discharge their duties to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable expenses in administering the Plan, failed to act prudently, failed to act in accordance with the Plan's Expense Policy, caused assets of the Plan to be used for the benefit of parties in interest, and dealt with the assets of the Plan in their own interest, in violation of ERISA Sections 404(a)(1)(A), (B) and (D), 406(a)(1)(D) and 406(b)(1) and (2).

Additionally, by failing to adequately monitor key Plan office executives' transportation expenses, the Trustees failed to discharge their duties with respect to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable expenses of administering the Plan, acted imprudently, and caused assets of the Plan to be used for the benefit of parties in interest, in violation of ERISA Section 404(a)(1)(A) and (B), and 406(a)(1)(D).

Improper Use of Plan Facilities

The investigation indicated that (b) (6) used the Plan's conference facility for activities other than related to the administration of the Plan. According to interviews conducted with several Plan employees, (b) (6) had personal meetings with (b) (4), (b) (4), in the Plan's conference facility. These meetings often lasted most of the day, and although the Plan did not pay for any meals associated with these meetings, Plan employees still helped prepare for the meetings.

Furthermore, according to (b) (6) work calendar, (b) (6) personal meetings with (b) (4) occurred on a regular basis. For example, on May 5, 2009, 2:00 pm to 5:00 pm, there was a (b) (4) Board Presentation." Also on November 19, 2008, 9:00 am to 6:00 pm, and again the following day on November 20, 2008, 9:00 am to 2:00 pm, there was a (b) (4) (b) (4). Similarly, according to the Plan's own conference facility calendar, the conference room was booked on September 9, 2009, 8:00 am to 4:00 pm for a (b) (4) Investment Committee Meeting." In addition, there was no evidence or documented Plan-related business that justified these meetings.

As noted above, (b) (6) was a party in interest to the Plan under ERISA Section 3(14)(A) and (H). As a result, by using the Plan's conference facility for his own personal use, (b) (6) failed to discharge his duties with respect to the Plan solely in the interest of, and for the exclusive purpose of providing benefits to, participants and beneficiaries, failed to defray reasonable expenses of administering the Plan, acted imprudently, caused assets of the Plan to be used for the benefit of parties in interest, and used the assets of the Plan for his own interest, in violation of ERISA Sections 404(a)(1)(A) and (B), 406(a)(1)(D) and 406(b)(1) and (2).

Additionally, by failing to adequately monitor Plan conference facility usage, the Trustees failed to act prudently, and failed to discharge their duties for the exclusive purpose of providing benefits to Plan participants and beneficiaries, in violation of ERISA Sections 404(a)(1)(A) and (B).

Services by a Party in Interest

The investigation indicated that the Trustees reviewed and approved the budget on each category of Plan expenses. Once the Trustees approved the budget, Plan office executives had the authority to retain service providers that were within budget, except for investment managers, which required the Trustees' approval.

The investigation indicated that the Plan's former (b) (6), (b) (6), (b) (7)(C) retained (b) (4) as the insurance agent for the Plan and Pension Plan's fiduciary liability insurance policies. In addition, the investigation indicated that (b) (6), (b) (7)(C), was an account representative at (b) (6) and began serving as the account representative on the Plan and Pension Plan's fiduciary liability insurance policies prior to 2006. For (b) (6) services, (b) (6), (b) (7)(C) received commissions paid out of the Plan and Pension Plan's assets.

The investigation indicated that (b) (6) was aware that (b) (6), (b) (7)(C) served as the account representative on these policies, but did not try to remove (b) (6), (b) (7)(C) as the account representative until 2006. Even then, a review of (b) (6), (b) (7)(C) commission report revealed that (b) (6), (b) (7)(C) continued to receive commissions on these policies through 2007, totaling (b) (4).

(b) (7)(C), (b) (6) was as party in interest to the Plan under ERISA Section 3(14)(F). In addition, service providers to the Plan are parties in interest under ERISA Section 3(14)(B), and their employees, including (b) (6), (b) (7)(C), are also parties in interest to the Plan under ERISA Section 3(14)(H).

Section 406(a)(1)(C) of ERISA provides that a fiduciary with respect to the plan shall not cause the plan to engage in a transaction if he or she knows or should know that such transaction constitutes a direct or indirect furnishing of goods, services, or facilities between the plan and a party in interest. Section 406(a)(1)(D) of ERISA prohibits the transfer to, or use by, or for the benefit of, a party in interest, of any assets of the plan. Absent a statutory or administrative exemption, a violation of ERISA Section 406(a)(1)(C) and 406(a)(1)(D) would occur as a result of (b) (6), (b) (7)(C) providing services to the Plan.

Section 408(b)(2) of ERISA exempts from the prohibitions of Section 406(a) a payment to a party in interest, including a fiduciary, for a service (or a combination of services) if: (1) such service is necessary for the establishment and operation of the plan; (2) such service is furnished under a contract or arrangement which is reasonable; and (3) no more than reasonable compensation is paid for such service.

While the provision of services by (b) (6), (b) (7)(C) to the Plan may qualify for exemptive relief under 408(b)(2), the Department's regulations provide that Section 408(b)(2) of ERISA does not extend to acts described in ERISA Section 406(b), even if they occur in connection with the provision of services that are otherwise exempted from the prohibitions of Section 406(a) of ERISA. Such acts are separate transactions that are not described in ERISA Section 408(b)(2).

Section 406(b)(1) of ERISA prohibits a fiduciary with respect to a plan to deal with assets of the Plan in his own interest or for his own account. Section 406(b)(3) of ERISA prohibits a fiduciary from receiving consideration for its own personal account from any party dealing with a plan in connection with a transaction involving the assets of the plan. It is our view that by causing the Plan's assets to benefit (b) (6), (b) (7)(C) himself, (b) (6) did not act solely in the interest of the Plan's participants and beneficiaries, acted imprudently, caused assets of the Plan to be used for the benefit of parties in interest, dealt with the assets of the Plan for his own interest, and received consideration in connection with these transactions, in violation of ERISA Sections 404(a)(1)(A) and (B), and 406(b)(1), (2), and (3).

Additionally, by failing to adequately monitor the Plan's service providers to avoid potential conflicts of interest, the Trustees failed to act prudently, and failed to discharge their duties for the exclusive purpose of providing benefits to Plan participants and beneficiaries, in violation of ERISA Sections 404(a)(1)(A) and (B).

Self-Dealing by Plan Fiduciary

The investigation indicated that the Plan's former (b) (6) caused the Plan and Pension Plan to retain several service providers for (b) (6) personal gain. For example, in 2004, (b) (6) on behalf of the Plan and Pension Plan, entered into an agreement with (b) (4) wherein (b) (4) was to provide (b) (4) services to the plans. Subsequently, several additional agreements were entered into with (b) (4) between 2006 and 2009 for further consulting services. (b) (6), (b) (7)(C)

Similarly, in 2002, (b) (6) on behalf of the Plan and Pension Plan, entered into an agreement with (b) (4) wherein (b) (4) was to provide security networking services to the plans. (b) (6), (b) (7)(C) The investigation indicated that (b) (6) approved all compensation paid to (b) (4) by signing off on invoices.

The investigation also indicated that (b) (4) in turn wrote several checks to a company named (b) (4) totaling hundreds of thousands of dollars from 2004 to 2008. (b) (6), (b) (7)(C)

A review of these checks also indicated that (b) (6) endorsed the back of each check.

In 2009, the Plan and Pension Plan retained (b) (4) to perform an audit in which it was concluded that (b) (4) appeared to have performed some but not all of the work that it was compensated for. Upon this information, the Plan and Pension Plan commenced an arbitration proceeding against (b) (4), (b) (6), (b) (7)(C), and was awarded compensatory and punitive damages. In 2010, the Plan and Pension Plan also filed a claim under its Fiduciary Dishonesty Policy relating to (b) (6) actions, and recovered back monies owed to the plans under the claim.

In addition, it is our understanding that the Plan and Pension Plan has been involved with an arbitration proceeding against (b) (6) and a civil proceeding in the Superior Court of the State of California against (b) (6), (b) (7)(C)

Section 406(b)(1) of ERISA prohibits a fiduciary with respect to a plan to deal with assets of the Plan in his own interest or for his own account. Section 406(b)(3) of ERISA prohibits a fiduciary from receiving consideration for its own personal account from any party dealing with a plan in connection with a transaction involving the assets of the plan. It is our view that by causing the Plan to pay excessive service provider fees, and using the Plan's assets to benefit himself, (b) (6) did not act solely in the interest of the Plan's participants and beneficiaries, acted imprudently, caused assets of the Plan to be used for the benefit of parties in interest, dealt with the Plan's assets for his own interest, and received consideration in connection with these transactions, in violation of ERISA Sections 404(a)(1)(A) and (B) and 406(b)(1), (2), and (3).

Additionally, by failing to adequately monitor the Plan's service providers, the Trustees failed to act prudently, and failed to discharge their duties for the exclusive purpose of providing benefits to Plan participants and beneficiaries, in violation of ERISA Sections 404(a)(1)(A) and (B).

Excessive Investment Management Fees

In general, investment managers can provide different types of services when handling client accounts. For example, in providing discretionary investment management services, the investment manager has the discretion to buy and sell securities for the client's portfolio without receiving approval from the client. The fees for discretionary investment management services are generally higher than advisory or consulting services because the discretionary investment manager is assuming more responsibility with respect to the client's account.

(b) (4) Retained as Investment Manager

The investigation indicated that the Trustees authorized the retention of (b) (4) as the Plan's investment manager. However, the investigation appeared to indicate that the Trustees did not review or solicit bids from other service providers, nor did the Trustees review (b) (4) fees before retaining it as the investment manager.

According to the service provider agreement dated September 10, 2004, the Trustees, on behalf of the Plan, retained (b) (4) to act as the trustee and investment manager solely with respect to the Plan's assets invested in the (b) (4), and (b) (4) acknowledged that it was a fiduciary with respect to those assets. The Plan terminated (b) (4) services in March 2010. During the entire (b) (4) as the investment manager, the Plan's assets remained invested in the (b) (4).

According to the service provider agreement, (b) (4), as investment manager, had the authority to manage, supervise, and administer the Plan's assets invested in the (b) (4) in its absolute discretion, provided that all investments made by (b) (4) was in accordance with the Investment Policy attached to the Trust Agreement.

However, the Investment Policy attached to the Trust Agreement significantly limited (b) (4) discretion over the Plan's assets invested in the (b) (4). Specifically, if (b) (4) determined that some or all of the Plan's assets invested in the (b) (4) should be liquidated, the Investment Policy authorized (b) (4) to sell the shares, but the proceeds could only be invested in a money market mutual fund.

Services (b) (4) Actually Provided

The investigation indicated that the actual services provided by (b) (4) were more in line with an investment consultant. The (b) (4) was merely a publicly traded mutual fund that invested in other actively managed (b) (4) mutual funds. There appears to be no justification as to why this particular publicly traded mutual fund needed an investment manager. (b) (4)

(b) (4)

(b) (4)

Additionally, a review of the actual services provided by (b) (4) revealed that on a bi-annual basis, (b) (4) produced a three page report explaining whether the (b) (4) was performing in line with objectives stated in its prospectus, and whether there has been a change in the investment portfolio manager. We also note that a lot of the information contained in the report could easily have been found on the fund's public internet website.

(b) (4)

During the period of 2006 to 2010, the total amount of investment management fees paid to (b) (4) was (b) (4)

Furthermore, the investigation revealed that since at least 2006, the Plan retained (b) (4) to act as an investment consultant to track the performance of the Plan's investment portfolio, including the (b) (4). The Plan's investment portfolio was highly diversified with allocations to asset classes such as global fixed income and emerging market equities. Yet, as compensation for its services, (b) (4) charged an annual fee of (b) (4) prior to 2012, which equated to less than 1 basis points on all assets. After 2012, (b) (4) charged an annual fee of (b) (4), which still equated to only 1 basis points on all assets. Thus, (b) (4) was charging as much as 14 basis points higher than (b) (4) for essentially providing the same type of service.

Section 406(a)(1)(C) of ERISA provides that a fiduciary with respect to the plan shall not cause the plan to engage in a transaction if he or she knows or should know that such transaction constitutes a direct or indirect furnishing of goods, services, or facilities between the plan and a party in interest. Section 406(a)(1)(D) of ERISA prohibits the transfer to, or use by, or for the benefit of, a party in interest, of any assets of the plan. Absent a statutory or administrative exemption, a violation of ERISA Section 406(a)(1)(C) and 406(a)(1)(D) would occur as a result of the Trustees using (b) (4) as the investment manager.

Section 408(b)(2) of ERISA exempts from the prohibitions of Section 406(a) a payment to a party in interest, including a fiduciary, for a service (or a combination of services) if: (1) such service is necessary for the establishment and operation of the plan; (2) such service is furnished under a contract or arrangement which is reasonable; and (3) no more than reasonable compensation is paid for such service. It is our view that the conditions of this exemption were not met because the fees the Plan paid to (b) (4) were excessive and unreasonable in relation to the services actually provided.

Therefore, it is our view that by causing the Plan to pay fees to (b) (4), which were excessive and unreasonable in relation to the services actually provided, the Trustees failed to act prudently, failed to discharge their duties for the exclusive purpose of providing benefits to Plan

participants and beneficiaries, caused the Plan to engage in a prohibited transaction that constituted services with a party in interest, and caused Plan assets to be used for the benefit of a party in interest, in violation of ERISA Sections 404(a)(1)(A) and (B) and 406(a)(1)(C) and (D).

CONCLUSION

In our view, for the reasons stated above, you are in violation of ERISA and will remain so until corrective action is taken with respect to the violations cited. We invite you to discuss with us how these violations may be corrected, how losses may be restored to the Plan, and how future compliance can be achieved.

We have provided the foregoing statement of our views to help you evaluate your obligations as fiduciaries within the meaning of ERISA. Should you fail to take corrective action, this matter may be referred to the Office of the Solicitor of Labor for possible legal action. In addition to any possible legal action by the Department, you should also be aware that the Secretary, pursuant to section 504(a) of ERISA, is authorized to furnish information to "any person actually affected by any matter which is the subject" of an ERISA investigation. Further, even if the Secretary decided not to take any legal action in this matter, you would nonetheless remain subject to suit by other parties including Plan fiduciaries and Plan participants or their beneficiaries.

If you take proper corrective action, the Department will not bring a lawsuit with regard to these issues, but may assess a civil penalty under section 502(i) of ERISA. Furthermore, ERISA section 502(l) requires the Secretary of Labor to assess a civil penalty against a fiduciary who breaches a fiduciary responsibility under, or commits any other violation of, Part 4 of Title I of ERISA or any other person who knowingly participates in such breach or violation. The penalty under section 502(l) is equal to 20 percent of the "applicable recovery amount," a term which means any amount recovered from a fiduciary or other person with respect to a breach or violation either pursuant to a settlement agreement with the Secretary or ordered by a court to be paid in a judicial proceeding instituted by the Secretary.¹ Further, you should understand that the Department is speaking only for itself and only with regard to the issues discussed above. The Department has no authority to restrain any third party or any other governmental agency from taking any action it may deem appropriate.

¹ The Department may, in its sole discretion, waive or reduce the penalty if it determines in writing that the fiduciary or knowing participant in the breach acted reasonably and in good faith, or if it is reasonable to expect that the fiduciary or knowing participant will not be able to restore all losses to the plan without severe financial hardship unless such waiver or reduction is granted. The Department may, in its sole discretion, agree to such a waiver or reduction in conjunction with entering into a settlement agreement. The procedure for applying for a waiver or reduction of the civil penalty is set forth in an interim regulation promulgated by the Department at 29 C.F.R. 2570.80 to 2570.88. A petition for a waiver or reduction of the civil penalty should be directed to the Los Angeles Regional Office. The Department has also issued a proposed regulation regarding implementation of the civil penalty at 29 C.F.R. 2560.5021-1.

We hope this letter will be helpful to you in the execution of your fiduciary duties, and that, with respect to the specific matters discussed, you will promptly take corrective action. Please advise me, in writing, within ten (10) days of your receipt of this letter what action you intend to take to correct the violations described above.

If you have any questions, please call (b) (6), (b) (7)(C)

Sincerely,

A handwritten signature in black ink, appearing to read 'Ty Fukumoto', with a long, sweeping horizontal line extending to the right.

Ty Fukumoto
Deputy Regional Director

ATTACHMENT A

- 3 (14) The term "party in interest" means, as to an employee benefit plan --
- (A) any fiduciary (including, but not limited to, any administrator, officer, trustee, or custodian), counsel, or employee of such employee benefit plan;
 - (B) a person providing services to such plan;
 - (C) an employer any of whose employees are covered by such plan;
- 3 (21) (A)...a person is a fiduciary with respect to a plan to the extent (i) he exercises any discretionary authority or discretionary control respecting management of such plan or exercises any authority or control respecting management or disposition of its assets, (ii) he renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of such plan, or has any authority or responsibility to do so, or (iii) he has any discretionary authority or discretionary responsibility in the administration of such plan.
- 404(a)(1) . . . a fiduciary shall discharge his duties with respect to a plan solely in the interest of the participants and beneficiaries and --
- (A) for the exclusive purpose of --
 - (i) providing benefits to participants and their beneficiaries; and
 - (ii) defraying reasonable expenses of administering the plan.
 - (B) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims...
 - (D) in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with the provisions of this title and Title I.
- 406(a)(1) A fiduciary with respect to a plan shall not cause the plan to engage in a transaction, if he knows or should know that such transaction constitutes a direct or indirect --
- (B) lending of money or other extension of credit between the plan and a party in interest;

(C) furnishing of goods, services, or facilities between the plan and a party in interest;

(D) transfer to, or use by or for the benefit of, a party in interest, of any assets of the plan;

406(b) A fiduciary with respect to a plan shall not --

(1) deal with the assets of the plan in his own interest or for his own account,

(3) receive any consideration for his own personal account from any party dealing with such plan in connection with a transaction involving the assets of the plan.

408(b) The prohibitions provided in section 406 shall not apply to any of the following transactions:

(2) Contracting or making reasonable arrangements with a party in interest for office space, or legal, accounting, or other services necessary for the establishment of the plan, if no more than reasonable compensation is paid therefor.

412(a) Every fiduciary of an employee benefit plan and every person who handles funds or other property of such a plan (hereafter in this section referred to as "plan official") shall be bonded as provided in this section....

502(l)(1) In the case of --

(A) any breach of fiduciary responsibility under (or other violation of) part 4 by a fiduciary, or

(B) any knowing participation in such a breach or violation by any other person, the Secretary shall assess a civil penalty against such fiduciary or other person in an amount equal to 20 percent of the applicable recovery amount.

504(a) ...The Secretary may make available to any person actually affected by any matter which is the subject of an investigation under this section, and to any department or agency of the United States, information concerning any matter which may be the subject of such investigation...

ATTACHMENT B

Date	Amount	Description	Pension	Health
11/15/2007	(b) (4)	appeals meeting breakfast	(b) (4)	(4)
1/10/2008		benefit appeals breakfast		
10/1/2008		breakfast board meeting		
10/2/2008		breakfast board meeting		
10/16/2008		breakfast board meeting		
12/4/2008		breakfast finance sub-committee meeting		
8/27/2009		appeals meeting		
8/27/2009		appeals meeting		
10/21/2009		board meeting		
10/22/2009		board meeting		
10/22/2009		board meeting		
10/22/2009		board meeting		
11/19/2009		appeals meeting		
11/20/2009		appeals meeting		
1/21/2010		board appeals meeting		
1/21/2010		board appeals meeting		
2/11/2010		finance sub-committee meeting		
3/10/2010		commercial allocation meeting		
3/10/2010		catering boards day 1		
3/10/2010		catering boards day 2		
3/10/2010		breakfast catering boards day 1		
3/11/2010		breakfast catering boards day 2		
4/6/2010		appeals meeting		
4/8/2010		appeals meeting		
5/10/2010		finance sub-committee meeting		
5/10/2010		national healthcare system catering/meeting		
6/11/2010		appeals meeting 6/18		
6/17/2010		appeals meeting 6/18		
7/12/2010		July boards 7/15		
7/12/2010		July boards 7/16		
7/14/2010		July boards 7/15		

7/15/2010	(b) (4)	July boards 7/16	(b) (4)
11/1/2010		appeals meeting	
11/4/2010		appeals catering	
1/3/2011		board meeting day 1	
1/3/2011		board meeting day 2	
1/4/2011		board meeting day 1	
1/4/2011		board meeting day 2	
1/5/2011		board meeting	
1/6/2011		board meeting	
1/19/2011		appeals meeting	
1/20/2011		appeals meeting	
3/23/2011		board meeting day 1 on 3/24	
3/23/2011		board meeting day 2 on 3/25	
3/23/2011		board meeting day 1	
3/24/2011		board meeting day 2	
3/29/2011		board meeting	
5/12/2011		appeals meeting	
5/24/2011		investments meeting	
6/9/2011		appeals meeting	
6/9/2011		appeals meeting	
7/18/2011		board meeting	
7/18/2011		board meeting	
7/20/2011		board meeting	
7/21/2011		board meeting	
9/2/2011		appeals meeting	
9/8/2011		appeals meeting	
9/16/2011		appeals meeting	
9/20/2011		appeals meeting	
11/9/2011		board meeting	
11/9/2011		board meeting	
11/10/2011		board meeting	
11/16/2011		board meeting	
11/16/2011		board meeting	
11/19/2011		board meeting	

11/29/2011	(b) (4)	appeals meeting
12/1/2011	(b) (4)	finance sub-committee meeting
2/7/2012	(b) (4)	board meeting
3/22/2012	(b) (4)	board meeting
4/5/2012	(b) (4)	board meeting
4/5/2012	(b) (4)	board meeting
4/17/2012	(b) (4)	appeals meeting
4/21/2012	(b) (4)	appeals meeting
5/5/2012	(b) (4)	finance sub-committee meeting
6/12/2012	(b) (4)	appeals meeting
6/21/2012	(b) (4)	appeals meeting
7/13/2012	(b) (4)	finance sub-committee meeting
7/13/2012	(b) (4)	finance sub-committee meeting
7/21/2012	(b) (4)	appeals & investment sub-committee
7/24/2012	(b) (4)	appeals & investment sub-committee
8/7/2012	(b) (4)	appeals meeting
8/12/2012	(b) (4)	appeals meeting
9/22/2012	(b) (4)	appeals meeting
10/1/2012	(b) (4)	appeals meeting
10/12/12	(b) (4)	board meeting
10/12/12	(b) (4)	board meeting
10/12/12	(b) (4)	investment retreat
10/23/2012	(b) (4)	investment retreat
10/23/2012	(b) (4)	board meeting
10/23/2012	(b) (4)	board meeting
1/31/2013	(b) (4)	appeals meeting
4/13/2013	(b) (4)	lunch appeals meeting
4/14/2013	(b) (4)	breakfast appeals meeting
4/25/2013	(b) (4)	lunch board meeting day 2
4/26/2013	(b) (4)	lunch board meeting day 1
4/27/2013	(b) (4)	breakfast board meeting day 1
4/28/2013	(b) (4)	breakfast board meeting day 2
6/8/2013	(b) (4)	appeals breakfast
7/19/2013	(b) (4)	lunch board meeting day 1

(b) (4)

7/19/2013	(b) (4)	lunch board meeting day 2	(b) (4)
7/21/2013		boards breakfast day 1	
7/21/2013		boards breakfast day 2	
8/11/2013		benefit appeals breakfast	
10/6/2013		benefit appeals breakfast	
11/14/2013		investment sub-committee breakfast	
11/14/2013		investment sub-committee lunch	
11/15/2013		November 13 board meeting lunch day 1	
11/15/2013		November 13 board meeting lunch day 2	
11/16/2013		November 13 board meeting breakfast day 1	
11/16/2013		November 13 board meeting breakfast day 2	
12/12/2013		benefits appeals	
12/15/2013		appeals breakfast 12/13	
12/30/2013		appeals lunch 12/13	
12/6/6/13		benefits appeals	
Totals:			

ATTACHMENT C

Date	Amount	Description	Pension	Health	IACF
5/16/2006	(b) (4)	(b) (4) Hotel New York	(b) (4)	(b) (4)	(b) (4)
11/3/2009		(b) (4) Hotel			
5/10/2011		(b) (4) Hotel			
Totals:					

ATTACHMENT D

Date	Amount	Description	Pension	Health	IACF
6/23/2007	(b) (4)	executive retreat	(b) (4)		
Totals:	(b) (4)		(b) (4)		

ATTACHMENT E

Date	Amount	Description	Pension	Health	IACF
1/17/2006	(b) (4)	auto repair; roof rack install; windshield	(b) (4)	(b) (4)	(b) (4)
2/3/2006		(b) (4) auto repairs/maintenance			
5/4/2006		auto repair			
7/19/2006		auto service			
8/28/2006		(b) (4) auto repairs/maintenance			
10/19/2006		auto service			
12/14/2006		(b) (4) auto repairs/maintenance			
2/11/2007		auto service			
		(b) (6) transportation expenses - (b) (4)			
2/15/2007		services/maintenance			
5/23/2007		auto service			
7/19/2007		(b) (4) - auto repairs/maintenance			
8/9/2007		tires			
9/12/2007		auto service - (b) (4) (b) (6), (b) (7)(C)			
11/30/2007		(b) (4) - auto repairs/maintenance			
12/6/2007		auto service			
1/11/2008		auto service			
2/14/2008		(b) (4) - auto repairs/maintenance			
3/31/2008		auto service			
6/18/2008		auto service			
7/29/2008		(b) (4) - plan mileage/auto fuel			
9/3/2008		(b) (4) car maintenance			
10/23/2008		(b) (4) - trunk net, sun visor			
10/31/2008		(b) (4) - boot partitioning			
11/13/2008		(b) (4) - auto repairs/maintenance			
12/8/2008		tires			
12/26/2008		auto service			
1/5/2009		(b) (4) - auto maintenance			
2/19/2009		(b) (4) - plan mileage			
4/9/2009		auto service			
8/15/2009		auto service			

9/18/2009	(b) (4)	(b) (4) - auto repair/maintenance
2/1/2010	(b) (4)	auto service
2/15/2010	(b) (4)	(b) (4) - auto expense
3/5/2010	(b) (4)	(b) (4) - auto expense
4/2/2010	(b) (4)	auto repair
7/2/2010	(b) (4)	auto repair
7/29/2010	(b) (4)	auto service
9/28/2010	(b) (4)	auto service
8/3/2011	(b) (4)	auto repair
Totals:	(b) (4)	

(b) (4)

ATTACHMENT F

Date	Amount	Description	Pension	Health	IACF
2/15/2006	(b) (4)	State Farm	(b) (4)		
11/28/2006		DMV			
7/20/2006		State Farm			
1/25/2007		State Farm			
8/9/2007		State Farm			
1/24/2008		State Farm			
7/10/2008		State Farm			
12/17/2008		State Farm			
7/7/2009		State Farm			
12/17/2009		State Farm			
7/15/2010		State Farm			
7/28/2011		State Farm			
1/25/2011		State Farm			
7/28/2011		DMV			
Totals:					

ATTACHMENT G

Date	Amount	Description	Pension	Health	IACF
3/8/2006	(b) (4)	(b) (6), (b) (7)(C) merger) Review residual + health coverage	(b) (4)		
4/10/2006		(b) (6), (b) (7)(C)			
4/11/2006		IACF w/ (b) (6), (b) (7)(C)			
10/18/2006		(b) (6), (b) (7)(C) Kings College, Investment Review			
1/13/2007		(b) (6), (b) (7)(C)			
1/16/2007		(b) (6), (b) (7)(C) non-profit Board			
1/31/2007		(b) (6), (b) (7)(C) Hollywood Entertainment Alliance			
5/8/2007		(b) (6), (b) (7)(C) Kings College Insurance			
10/25/2007		(b) (6), (b) (7)(C) Oasis of Hollywood			
1/10/2008		(b) (6), (b) (7)(C)			
5/3/2008		(b) (6), (b) (7)(C) Investment Committee			
6/21/2008		(b) (6), (b) (7)(C)			
8/23/2008		(b) (6), (b) (7)(C) Investment Committee			
9/15/2008		IACF Review (b) (6), (b) (7)(C)			
10/3/2008		(b) (6), (b) (7)(C) Oasis of Hollywood			
10/7/2008		(b) (6), (b) (7)(C) Int'l.			
10/21/2008		IACF w/ (b) (6), (b) (7)(C)			
5/27/2009		(b) (6), (b) (7)(C) KGM Inc.			
6/3/2009		Meeting w/ (b) (6), (b) (7)(C) Retiree Health Plans changes			
6/20/2009		Meeting w/ (b) (6), (b) (7)(C) Investment Advisor			
7/30/2009		Lunch Meeting w/ (b) (6), (b) (7)(C) Exc. Dir.			

9/11/2009	(b) (6), (b) (7)(C)	non-profit Board
11/21/2009	(b) (6), (b) (7)(C)	Meeting with (b) (6), (b) (7)(C) at (b) (4) in Pasadena; residuals issue
12/1/2009	(b) (6), (b) (7)(C)	Lunch w/ (b) (6), (b) (7)(C) at (b) (4); Health Renewal
1/31/2010	(b) (6), (b) (7)(C)	Dinner at (b) (4) with (b) (6), (b) (7)(C) Real Estate Review
2/13/2010	(b) (6), (b) (7)(C)	Meeting with (b) (6), (b) (7)(C)
4/23/2010	(b) (6), (b) (7)(C)	Meeting with (b) (6), (b) (7)(C) re: Commercial Real Estate Management
7/5/2010	(b) (6), (b) (7)(C)	Meeting with (b) (6), (b) (7)(C) Real Estate Advisor
7/27/2010	(b) (7)(C), (b) (6)	
1/19/2011	(b) (6), (b) (7)(C)	Non-profit board meeting; (b) (6), (b) (7)(C)
Totals:		

(b) (4)

ATTACHMENT H

Date	Amount	Description	Pension	Health	IACF
3/31/2008	(b) (4)	shipment expenses	(b) (4)		
7/1/2008		escrow fees			
Totals:					

ATTACHMENT I

Date	Amount	Description	Pension	Health	IACF
11/13/2007	(b) (4)	Christmas cards	(b) (4)	(b) (4)	(b) (4)
11/15/2007		holiday party deposit			
11/29/2007		holiday (b) (4)			
12/6/2007		management holiday party			
12/13/2007		management team holiday luncheon			
10/21/2008		holiday cards			
10/21/2008		holiday cards			
11/12/2008		(b) (4) holiday lunch			
12/11/2008		holiday lunch			
12/2/2009		holiday décor			
12/9/2009		(b) (4) raffle holiday party			
12/14/2009		holiday lunch			
12/14/2009		(b) (4)			
12/15/2009		HR holiday lunch - décor			
12/16/2009		(b) (4) HR appreciation lunch			
12/16/2009		(b) (4) HR appreciation lunch			
12/16/2009		(b) (4) - HR appreciation lunch			
12/16/2009		(b) (4) - HR appreciation lunch			
12/22/2009		(b) (4) for plan employees			
12/13/2010		balloons for holiday			
12/14/2010		Christmas tree			
12/16/2010		(b) (4) for holiday			
12/16/2011		(b) (4) for holiday			
12/7/11 & 12/15/11		table and chair holiday			
Totals:					

ATTACHMENT J

Date	Amount	Description	Pension	Health	IACF
2/4/2010	(b) (4)	(b) (4) for (b) (6), (b) (7)(C) 20th anniversary	(b)	(4)	
2/9/2010		(b) (6), (b) (7)(C) 20th anniversary dinner			
3/9/2010		anniversary R & R at (b) (4)			
4/26/2010		(b) (4) HR anniversary dinner			
12/10/2010		anniversary gift			
3/30/2013		anniversary gift			
Totals:					

ATTACHMENT K

Date	Amount	Description	Pension	Health	IACF
9/28/2007	(b) (4)	retirement party for (b) (6), (b) (7)(C)	(b)	(4)	(4)
4/11/2008		retirement dinner for (b) (6), (b) (7)(C)			
5/29/2008		farewell dinner for (b) (6), (b) (7)(C)			
9/29/2009		retirement dinner for (b) (6), (b) (7)(C)			
1/6/2011		farewell dinner for (b) (6), (b) (7)(C)			
5/1/2012		farewell dinner for (b) (6), (b) (7)(C)			
7/20/2012		farewell dinner for (b) (6), (b) (7)(C)			
Totals:					

ATTACHMENT L

Date	Amount	Description	Pension	Health	IACF
2/3/2006	(b) (4)	contribution compliance appreciation dinner	(b) (4)	(b) (4)	(b) (4)
4/17/2006		employee appreciation luncheon			
11/2/2007		Lunch - offsite training for (b) (6) and IT managers			
1/15/2009		(b) (4) catering charges			
7/30/2010		HR employee lunch			
9/9/2010		(b) (4) picture day			
10/29/2010		(b) (4) Halloween			
12/4/2013		staff training lunch			
Totals:					

ATTACHMENT M

Date	Amount	Description	Pension	Health	IACF
10/19/2009	(b) (4)	Chicago trust visit	(b) (4)		
10/20/2009		Chicago trust visit			
10/22/2009		board meeting			
10/22/2009		board meeting			
10/22/2009		board meeting			
10/22/2009		board meeting			
10/22/2009		board meeting			
10/23/2009		board meeting			
10/26/2009		board meeting			
10/26/2009		board meeting			
10/26/2009		board meeting			
10/26/2009		board meeting			
10/26/2009		board meeting			
10/26/2009		board meeting			
11/3/2009		Chicago trust visit			
11/6/2009		IFEBP conference			
11/9/2009		IFEBP conference			
11/10/2009		IFEBP conference			
11/10/2009		IFEBP conference			
2/11/2010		finance sub-committee			
2/16/2010		finance sub-committee			
3/2/2010		NA			
3/10/2010		board meeting			
3/11/2010		board meeting			
3/11/2010		board meeting			
3/15/2010		board meeting			
3/16/2010		board meeting			
3/17/2010		board meeting			
4/2/2010		board meeting			
7/15/2010		board meeting			
7/15/2010		board meeting			

7/16/2010	(b) (4)	board meeting	(b) (4)
7/16/2010		board meeting	
7/19/2010		board meeting	
7/19/2010		board meeting	
7/19/2010		board meeting	
7/19/2010		board meeting	
10/20/2013		IFEBP conference	
10/23/2013		IFEBP conference	
10/23/2013		IFEBP conference	
Totals:			