

Teamsters Local 830
Legal Services Plan &
Summary Plan Description
Effective 4/1/2021

Dear Plan Participant:

We are happy to provide you with this booklet which describes your benefits under the Teamsters Local 830 Legal Services Plan of Benefits.

This booklet offers you a brief section highlighting some of your benefits from the Plan. As you read through the booklet, you will find more detailed descriptions about the major features of the Plan, including how the Plan works, when you can receive a benefit, how to claim benefits, and your rights under ERISA.

Please read this booklet carefully and show it to your family.

To make all this information as clear as possible, every effort was made to write this booklet in a plain and straightforward manner.

Also available upon written request or for examination at the Fund Office is a complete list of the employers who participate in the Plan. You may obtain information on the address and participation status of a particular employer by submitting a written request to the Fund Office.

Sincerely,

The Board of Trustees

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Introduction

The Legal Services Plan of Benefits is a benefit offered under the Teamsters Local 830 Health and Welfare Plan. The Legal Services Plan of Benefits is a pre-paid legal services plan established for the exclusive benefit of Participants, their spouses and Dependents in order to defray the costs of legal services.

This document and the Agreement and Declaration of Trust of the Teamsters Local Union No. 830 Health and Welfare Plan make up the Teamsters Local 830 Legal Services Plan of Benefits. A complete copy of the Trust Agreement is available for your review during normal business hours at the offices of Teamsters Local Union No. 830 Benefit Funds, 12298 Townsend Road, Second Floor, Philadelphia, PA 19154. While every attempt has been made to describe accurately the principal features of the Plan, if there is any conflict between the provisions of the Plan and the Trust Agreement, the provisions of the Trust Agreement will control.

If you have any questions or comments about the Plan or if you wish to review the Trust Agreement, please contact the Fund Office.

When Will I Be Eligible to Participate in the Plan?

You are eligible to participate under this Plan of Benefits if you are a full-time employee covered by a collective bargaining agreement between the Teamsters Local Union No. 830 (“Union”) and employers, which requires payment to the Teamsters Local Union No. 830 Health and Welfare Fund for Legal Services Plan benefits. You are also eligible to participate if you are employed by the Union, Fund or other Benefit Plan and such organization has a written obligation to contribute to the Health and Welfare Fund for Legal Services Plan benefits for you. You are eligible for benefits on the first day of the month following receipt of legal services contributions for your work.

Once you are eligible for benefits provided by the Plan, your spouse and other Dependents are also eligible for benefits. Dependents are defined as:

- (a) a spouse with whom you share the same legal residence at the time a claim for benefits is made;
- (b) your or your spouse’s natural or adopted children (or child placed in your home in anticipation of adoption) who are under age 26 (benefits for a child end on the last day on the month in which he or she turns 26).
- (c) your unmarried children incapable of self-sustaining employment because of a mental or physical disability (that occurred before age 26), Coverage for such children will continue as long as the Employee has coverage, the child remains disabled, the Employee provides over one-half of the child’s support for the calendar year, and the child is not a dependent of any other person for the year. Written evidence of the child’s incapability must be presented upon written request to the Trustees.

When Does My Coverage Under the Plan End?

A Participant’s eligibility for coverage ends on the first day following the date on which he ceases work in employment covered by the collective bargaining agreement between the Union and Employers or a participation agreement between this Plan and the Union, Fund or other Benefit Plan.

However, any matter that was initiated prior to the termination of such employment will be completed, provided the matter can be completed within sixty (60) days of termination. If the matter cannot be completed within sixty (60) days, the participant must seek alternative representation or continue coverage with Provider counsel at his or her own expense.

Who Is Responsible for the Administration of the Fund?

The Fund is operated and administered by the Board of Trustees of the Teamsters Local Union No. 830 Health and Welfare Fund whose members are appointed by the Union and the Employers. The Trustees have the exclusive right to hold and invest the assets of the Fund. The Board of Trustees shall consist of six (6) members, three (3) of whom are appointed by the Employers and three (3) of whom are appointed by the Union. Although the Trustees intend to continue the Plan indefinitely, they reserve the right to amend or terminate the Plan at any time in accordance with applicable law.

How Is the Plan Funded?

Each Employer and the Union, when applicable make the necessary legal services contributions to the Fund at the time and in the amounts required by the Collective Bargaining Agreement. The manner and form of the required legal services contributions are determined by the Board of Trustees, if not specified in the collective bargaining agreement.

What Constitutes the Funding that Provides Plan Benefits?

A portion of the legal services contributions to the Health and Welfare Fund, as well as income earned through their investments, constitute the funding from which all Legal Services Plan benefits are paid. It is the duty of the Trustees to administer the Health and Welfare Fund, and its investments. The Board of Trustees may amend the Agreement and Declaration of Trust of the Health and Welfare Fund if the amendment is consistent with the provisions of the Collective Bargaining Agreement then in effect between the Employers and the Union. No amendment may alter the basic principles of the Agreement and Declaration of Trust or be in conflict with any collective bargaining agreement. If the Trustees or Employers and Union should terminate the Plan of benefits, all money and property held by the Trustees would be applied to pay any current obligations and to distribute any remaining surplus in a manner prescribed by the Trustees consistent with the Plan's objectives. No assets that pay for Plan benefits in the Fund can ever revert back to the Employers and Union.

What Benefits Are Provided for Under the Plan?

You, as a Participant and each of your dependents are entitled to receive a maximum of 100 hours of attorney's time or its equivalent in each calendar year or in any single matter regardless of duration.

This benefit provides the opportunity to discuss with an attorney any personal legal problems which are not specifically excluded or prohibited matters. During an initial consultation, the attorney may explain your rights and options, and recommend a course of action. The attorney will inform you of any further coverage available under the Plan and provide representation if requested. If the legal services needed are not covered by the Plan, you may choose whether to retain Provider counsel at your own expense. Participants may not have unused benefits carried over from year to year.

The following is a list of legal service benefits provided for you and your Dependents under this Plan. The provision of all services is subject to the 100-hour limitation and the opinion of Plan Counsel that the particular action for which you are requesting services is meritorious:

- 1) **General or Potential Litigation.** Subject to Plan provisions, legal counseling and representation in the prosecution or defense of a Participant's legal interest in any court, administrative or governmental agency within the Plan's geographical jurisdiction.
- 2) **Legal Consultations** – This benefit provides a maximum of four (4) one-hour consultations with an attorney that are unrelated to other matters covered by the Plan and that are not specifically excluded or probated. This includes consultations related to document revision

and drafting where the documents involved are not related to any business or profit-making venture in which the Participant or Dependent is involved or to other matters covered by the Plan. In order to qualify as a legal consultation, the matter must require no additional expenditure of effort by Provider counsel, such as phone calls, letter writing, etc.

- 3) **Will and Codicil Preparation** – This benefit includes the preparation of up to one (1) will and one (1) simple codicil during each calendar year for each Participant and spouse.
- 4) **Appellate Court Practice** – This benefit provides legal representation to a Participant as an appellant or appellee in a first level appeal from the decision of an administrative agency or a Magisterial District Court to the Court of Common Pleas, upon approval of Provider counsel.
- 5) **Domestic Relations** – This benefit includes services with respect to separation, divorce, annulment, paternity, adoption, child support/visitation, modification of prior orders, guardianship for a participant, name change, birth certificate amendments, family abuse matters and other family offenses.
- 6) **Bankruptcy** – This service includes initiation and prosecution of a personal bankruptcy unrelated to a business or investment venture.
- 7) **Real Estate** – This service provides you with representation in connection with real estate matters dealing with your personal principal residence (including condominiums and corporate housing) no larger than a two-family home. This includes the review and preparation of documents (including purchase agreement, mortgage deed, and documents relating to title, insurance, taxation, etc.) pertaining to the sale or purchase of your primary residence. It also includes an attorney's attendance at your closing (subject to Plan geographic restrictions).
- 8) **Landlord and Tenant Matters** – This service includes representation in connection with landlord/tenant matters, provided that where the Participant is a landlord, the property in question is the principal residence of the Participant, and the property involved is no larger than a two-family dwelling.
- 9) **Taxation** – Included in this benefit is tax advice to the taxpayer for an audit on the local level. No tax advice or representation will be provided for an appeal from any determination, nor will the Plan prepare any tax return other than that relating to the estate of a deceased as otherwise provided for under the Plan.
- 10) **Criminal** - This service includes representation in all criminal matters in which you are accused of the commission of a felony, misdemeanor, or summary offenses provided they do not involve legal issues and/or matters otherwise excluded under the terms of the Plan.
- 11) **Traffic Violations** – This benefit provides representation for traffic violations in which you and/or your spouse is accused of an offense that could result in the loss of your license or a moving violation for which points may be assessed. Representation will also be provided for license restoration proceedings. This benefit also provides representation if you are charged

with a traffic violation that is within the scope of your employment where your CDL operating privileges may be adversely affected. A maximum of 2 violations for each year will be afforded representation under the Plan. Representation will not be provided for routine traffic violations such as those involving overtime or illegal parking or other less serious matters.

- 12) **Legal Representation of Group Interest** - The Plan may also provide legal representation for a group of Plan Participants as a whole. The determination of whether to use Provider counsel in such a manner will be in the complete discretion of the Trustees. Legal Services provided by Provider counsel in this type of matter will not be charged to the available hours of Participants whose interests may be at issue. Participants and the individual Trustees themselves may request the Board of Trustees to consider a particular circumstance or situation that would merit use of Plan legal services. The criteria upon which such determination will be made will include, but not be limited to, the impact of the legal services involved upon Plan Participants, the potential expense of such assistance on the outcome of the issue, and the financial stability of the Plan. The role of the Plan in each such circumstance may vary according to the direction of the Trustees.

The following legal services are not included in the Plan of Benefits, but can be provided as follows:

- 1) **Probate and Administration of Estate.** If a Participant decides to use Provider counsel for these purposes at his or her own expense, Provider counsel will charge the Participant a discounted fee equal to seventy percent (70%) of the fee customarily charged within the jurisdiction of the estate. Any such services will not be applied to the Participant's annual benefit limit.
- 2) **Contingent Fee Cases** – Legal representation in matters where counsel is ordinarily compensated on a contingency fee basis are excluded from the services provided under the Plan. These include automobile accidents and other personal injury matters (e.g. medical malpractice, slips and falls, product liability, etc.) as well as workman's compensation and Social Security Disability claims. However, Provider counsel will provide representation for a reduced contingent fee or refer participants to alternate representation in such matters.

See below for other legal services that are not provided by the Plan.

What is the Geographic Area Covered by the Plan?

The geographic jurisdiction of the Plan means the following: Philadelphia, Bucks, Montgomery, Delaware, Chester, Berks, Lehigh, Schuylkill, Northampton, Lancaster, and Monroe counties in Pennsylvania; Atlantic, Camden, Cape May, Cumberland, Gloucester, Burlington, Mercer, Ocean, Salem, Monmouth, and Middlesex counties in New Jersey; New Castle and Ken counties in Delaware; and Cecil County in Maryland. Except for traffic violations that occur while you are on the job and which could result in the loss of your license or in which points could be assessed, no benefits will be paid in any manner that is not within these geographic areas.

What Benefits Are Not Included?

The Plan will not provide legal representation in the following matters:

- 1) Preparation of tax returns, except (as noted above) for those related to the probate or administration of an estate when Provider counsel has been separately retained by a Participant.
- 2) Real estate matters other than those mentioned.
- 3) Class actions or amicus curiae except as provided.
- 4) Small claims, except landlord and tenant matters before a municipal court or justice of the peace.
- 5) Any matters being handled by another attorney prior to your eligibility to participate.
- 6) Any matter involving your (or your Dependent's) business interests.
- 7) Any matter which in the opinion of Provider counsel is frivolous, without merit, or brought for purpose of harassment.
- 8) Patent and copyright matters.
- 9) Matters relating to Social Security except that representation may be provided on a discounted basis outside of the Plan.
- 10) Disputes involving Employer, Union, Fund or affiliated bodies.
- 11) Any matters for which the Health & Welfare Fund would be prohibited by law from defraying the cost of such legal services.
- 12) Any matter that cannot be substantially litigated or resolved within the Plan's geographical area.
- 13) Any matter which in the opinion of the Trustees or Provider counsel would involve an unreasonable use of Fund money or time.
- 14) Matters involving the payment of any fines, penalties or judgments or other money awards of any nature that are imposed as a result of the operation of any legal process.
- 15) First level appeals, except as provided above, and second level appeals except if the participant wishes to utilize the services of Provider counsel at his or her own expense at the hourly rate then charged by Provider counsel to the Fund and the participant is responsible for all out of pocket costs.

Who Pays for the Out of Pocket Expenses Incurred During My Legal Representation?

Each Participant is responsible for all out of pocket expenses incurred during each year of his eligibility or in any single matter. Out of pocket expenses include, but are not limited to, filing fees, depositions, master fees, travel expenses, and long-distance telephone calls. If a Participant does not pay out of pocket expenses incurred, Provider counsel shall cease to render legal benefits in the matter under consideration or in any other matter that would require out of pocket expenses, until the expenses have been paid.

What Happens If I Need Legal Services Due to a Dispute with Another Employee Participant?

If a dispute should arise between two Participants, Provider counsel will provide legal representation to the participant who first requested legal services and the other participant shall be referred to alternative counsel. A list of alternate counsel who will render legal services under the same terms of this Plan will be provided for the other person.

What if I am Involved in a Legal Dispute with My Dependents?

You may need legal help with a problem involving your spouse or your children. In some cases, both you and your child or spouse may need an attorney. If it would be improper for Provider counsel to represent both you and your Dependent, only you will be entitled to representation by Provider counsel. Your Dependent will not be covered by the Plan.

Are there any Special Requirements When a Minor Is Seeking Representation?

Benefits will only be provided to a minor Dependent upon presentation by the minor to Provider counsel of a form signed by the Employee which authorizes Provider counsel to represent the minor in each instance that the minor seeks to use legal benefits under the Plan.

What Happens if an Award of Attorneys' Fees is received in a Legal Matter Handled Under the Plan?

If a Participant is awarded attorneys' fees and costs as a result of any legal matter handled under the Plan, the interest of the Plan will be subrogated through the interests of the Participant to the extent that the Plan has expended monies in the form of professional fees and expenses in the representation of the Participant's interest in that matter. In other words, since you have not spent any money on legal fees, the Plan would be paid back for expenditures on your behalf.

What are the Confidentiality and Ethical Standards that Apply to Legal Services Provided by the Plan?

Your use of the Plan and legal services is confidential in accordance with the traditional lawyer-client relationship. The obligations and relationships of Provider counsel attorneys shall be exclusively with their client/Participant. In providing legal services, Provider counsel will adhere to the rules of the Plan, but will receive no further instructions, direction, or interference from the

Trustees, or anyone else connected with the Plan. No one will interfere with Provider counsel's independent exercise of professional judgment when representing you. The legal services provided by Provider counsel will be provided pursuant to the applicable Code of Ethics.

What Happens If I Exceed The Maximum Service Hours?

Though every effort will be made by Provider counsel to advise you as to the approximate number of hours that might be used in handling your matter, if you do exceed the maximum hours and desire to pursue the matter further, you have two options:

- 1) You may retain an attorney of your own choosing to complete the matter at your own expense; or
- 2) You may use the services of Provider counsel at your own expense. In this event, you will be advised of the approximate costs of the remaining legal services and be required to sign forms acknowledging your liability for such fees and expenses to complete the matter. Fees charged in this instance will be the hourly rate charged by Provider counsel to the Plan.

How Do I Obtain Legal Services?

If you wish to consult an attorney for services covered by the Plan, you should contact either the Fund Office or the offices of Spear Wilderman, P.C. 230 S. Broad Street, Suite 1400, Philadelphia, PA 19102, (215) 732-0101. Be prepared to identify yourself as a Participant in the Plan as well as provide identifying information requested by Provider counsel. If you are a spouse or eligible Dependent, you may need identifying information with respect to the Participant. All matters you discuss with the law firm shall be held in strict confidence.

You are not obligated to use the above-mentioned counsel and are free to consult with any other attorney. If you do not choose to consult Provider counsel, you do so at your own expense.

What are the Plan's Claims and Appeals Procedures?

If you would like to obtain benefits under the Plan, you must contact Provider counsel or the Fund Office with a request for legal services benefits as described above. You must also furnish proof of your benefit entitlement as reasonably required by the Trustees.

If you request benefits and your request is denied in whole or in part, the Plan will provide you with written notice explaining the reason for the denial within ninety (90) days from the date of your request. Special circumstances may require additional time for making a determination as to whether you are entitled to legal services benefits. If that is the case, written notice of an extension will be sent to you within the initial ninety (90) day period for making a benefit determination. The extension will not exceed ninety (90) days (one-hundred eighty (180) days from the date of your initial request).

Any denial notice issued by the Plan will be in writing and contain the following:

- The specific reasons for the adverse determination
- Reference to specific plan provisions on which the determination was based
- A description of any additional material or information necessary to perfect the claim and why such information is necessary
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request

If you are denied legal services benefits, you have the right to appeal this decision in writing within sixty (60) days of notification that your request for benefits has been denied. An appeal request must state the reasons for your appeal, including your disagreement with the Plan's denial. Any evidence, comments, or documentation in support of your position should be submitted with your written appeal. The Plan may request additional information to clarify any matters it deems appropriate. Upon request and free of charge, you will have reasonable access to, and copies of, all documents, records, and other information relevant to your claim. All comments, documents, records, and other information submitted by you relating to your claim will be considered on appeal, regardless of whether or not such information was submitted or considered in the initial adverse benefit determination.

A decision on appeal will be made at the next meeting of the Trustees scheduled at least thirty (30) days from receipt of an appeal request. If your appeal is received within thirty (30) days preceding the date of the next meeting, a decision will be made at the second meeting following receipt of your appeal.

Special circumstances may require an extension of time for processing an appeal. A decision on appeal may be delayed for special circumstances until no later than the third meeting of the Trustees following receipt of the appeal. You will be notified in writing of any extension for special circumstances prior to the expiration of the appeal determination period.

Upon a review on appeal, the Trustees will decide the issue on the basis of the merits of the case. The Trustees shall provide written notice of their determination on review. This notice shall be provided no later than five (5) days following the meeting of the Trustees at which the appeal was reviewed. If an appeal is denied, this notice will contain:

- The specific reasons for the adverse determination
- Reference to specific plan provisions on which the determination was based
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits

- A statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain information about such procedures
- A statement of the claimant's right to bring an action under Section 502(a) of the Employee Retirement Income Security Act

The decisions of the Trustees shall be final and binding on all parties. Any decision of the Trustees shall be afforded maximum deference under the law.

Your ERISA Rights

As a participant in the Teamsters Local Union No. 830 Health & Welfare Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and an updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

General Information About Fund Administration

The Teamsters Local 830 Health & Welfare Fund is sponsored by a joint Board of Trustees composed of Union Trustees and Management Trustees.

Official Plan Name

Teamsters Local 830 Health and Welfare Plan

Plan Address

12298 Townsend Road

2nd Floor

Philadelphia, PA 19154

215-969-1012

Plan Sponsor, Plan Administrator and Agent for Legal Service

Trustees, Teamsters Local 830 Health & Welfare Plan

12298 Townsend Road

2nd Floor

Philadelphia, PA 19154

215-969-1012

You may serve legal process on the Plan Office or a Trustee.

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Auditor

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Employer Identification Number: 23-2094502

Plan Number: 501

Plan Type: Welfare plan - Prepaid Legal Services Plan

Fiscal Plan Year: September 1 through August 31

Asset Custodian: Radius Bank/Wells Fargo Institutional Retirement & Trust