Pension Plan

TRADESHOW & SIGNCRAFTS
LOCAL UNION
831
Painters and Allied Trades District Council 36
Southern California

Southern California Local 831 - Employer Pension Plan
Summary Plan Description
June 1, 2020



This Summary Plan Description (SPD) is dedicated to the memory of Bob Lessin and his more than 35 years of service as a Trustee to this Plan.

SOUTHERN CALIFORNIA LOCAL 831-EMPLOYER PENSION PLAN

SUMMARY PLAN DESCRIPTION

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* * *

June 1, 2020

Atención:
Si usted prefiere discutir este programa
de retiro y sus cláusulas en español,
haga favor de comunicarse con la
oficina de seguros, llamando al teléfono
(626) 279-3080

A MESSAGE FROM THE BOARD OF TRUSTEES

To All Participants:

This Summary Plan Description (SPD) describes the operation of the Pension Plan and explains your benefits and rights. The information in this booklet is based on the Plan as amended through the printing of this booklet.

Except where otherwise stated, the plan terms in effect at the time you terminate employment are the ones applicable to you. So this SPD applies to participants who terminate employment on or after the date of this booklet. Certain Plan provisions described in this booklet may not apply to participants who terminated employment or retired before that date.

Although this SPD is intended to explain the Plan Document as clearly as possible, the SPD is also intended only as a general description of Plan provisions. The Plan Document is always the final source and authority for determining benefits. If any provisions in this SPD conflict with any provisions in the Plan Document, the Plan Document controls. If any provision of the Plan Document is omitted from this SPD, the Plan document governs. You are entitled to a copy of the Plan Document by stopping by the Plan Administrator's office or by written request, see page 1 for instructions.

If any of your questions are not answered in this summary, please contact the Plan Administrator at 1 (877) 572-7005 or (626) 279-3080.

The Trustees have sole and exclusive discretionary authority and responsibility for administering, construing, and interpreting the provisions of the Plan, this SPD, and all related documents, determining eligibility for benefits, and making all determinations, including factual determinations, hereunder.

Trustees' decisions are final and binding on all parties.

Information you receive from other sources such as the Union or individual employers or their representatives should be regarded as unofficial. Any information or opinion concerning your rights under the Plan, to be official, must be communicated to you in writing, and signed on behalf of the full Board of Trustees.

To ensure that you receive all communications, please be sure to update the Administrative Office of the Pension Trust with any change in your mailing address.

We hope that you will find this booklet helpful.

Sincerely,

THE BOARD OF TRUSTEES

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PENSION PLAN TERMS

Following are brief explanations of some basic terms used in this booklet.

Administrative Office

All communications about your pension should be addressed to the Administrative Office. Any inquiries about your rights and benefits and responsibilities and any notice you may be required to give the Plan should also be addressed to the Pension Plan at the address shown below:

Southern CA Local 831-Employer Pension Plan
1055 Park View Drive, Suite 111
Covina, CA 91724
(626) 279-3080

Annuity Starting Date (ASD)

Your Annuity Starting Date (ASD) is the date your pension becomes effective. Generally, an eligible applicant may establish an ASD on the first day of the month following the month in which the Administrative Office receives a completed application for pension benefits. Sometimes you may choose a Retroactive Annuity Starting Date, see page 34. The requirements for establishing your Annuity Starting Date are found on pages 34-35.

Employee

The term "Employee" refers to a person who, by engaging in Covered Employment, has earned and is still entitled to units of Service under this Plan. But you can be an employee even though you have not yet earned any units of Service.

Covered Employment

The term "Covered Employment" means work for which a signatory Employer is required to contribute to the Fund on the Employee's behalf. Hours of Covered Employment (together with other contributory hours such as vacation) are called "Covered Hours."

Employer

Any person, firm, corporation or association which is obligated to make Employer contributions pursuant to an agreement with the Union or the Trustees. The term "Employer" shall include the Union in its role as such.

Fund, Trust Fund, or Pension Trust

These terms, as used in this booklet, all refer to the legal entity created by the Trust Agreement to receive contributions, and to hold and maintain assets for the paying of retirement benefits under the terms of the Plan Document.

Hours of Service

The term "Hours of Service" includes hours worked in Covered Employment.

When applicable, the term "Hours of Service" also includes hours paid but not worked, such as vacation or holiday, illness, incapacity (including disability), lay off, jury duty, military service or Leave of Absence.

However, no more than 450 Hours of Service will be credited for hours paid but not worked in any continuous period.

"Continuous Non-Covered Employment" will also be counted as Hours of Service. This term refers to employment in a job that is not covered by this Plan but which is for an Employer maintaining the Plan and is "continuous" with your Covered Employment with the same Employer. A period of non-covered employment will be considered "continuous" with Covered Employment only if there is no quit, discharge, or other termination of employment between the period of Covered Employment and the non-covered employment with the same Employer. Continuous Non-Covered Employment is relevant for determining your eligibility to participate in the Plan (page 10), tallying your years of Vesting Service (page 5), and preventing you from incurring a Break-in-Covered Employment (page 10).

Any time compensated under worker's compensation, unemployment compensation, or disability insurance law does not count toward your Hours of Service.

Break in Covered Employment

Failure to earn a required minimum of Vesting units over specified periods of time can result in a Break in Covered Employment. Unless certain conditions are met, a Break in Covered Employment will cause the loss of a Participant's previously-earned Vesting Service and benefit accrual. Detailed explanations of what causes a Break in Covered Employment, and when a Break in Covered Employment will result in the cancellation of previous Vesting Service and benefit accrual, are in the section on "Breaks in Covered Employment", see pages 10-11.

Plan Year

The term "Plan Year" means the twelve consecutive month period beginning on January 1 of any calendar year and ending on December 31 of the same year.

Normal Retirement Age

The term "Normal Retirement Age" means age 60, or, if later, the fifth anniversary of participation in the Plan, without an intervening Permanent Break in Covered Employment. See page 4 regarding participation, and pages 10-11 regarding Breaks in Covered Employment.

Normal Retirement Date

The term "Normal Retirement Date" means the first day of the month coinciding with or immediately following the Participant's attainment of Normal Retirement Age.

Required Beginning Date

Your "Required Beginning Date" is April 1 of the calendar year after the calendar year during which you reach age 70½. Your Annuity Starting Date cannot be later than your Required Beginning Date.

Spouse

The term "Spouse" means the person to whom a Participant is legally married, provided the jurisdiction in which the marriage was performed recognizes the marriage as valid.

Union

The term "Union" means the Tradeshow and Sign Crafts Local Union 831.

PARTICIPATION

You will become an "Active Participant" in this Plan as of the date on which you completed your first Hour of Covered Employment during a Plan Year, provided you complete at least 450 Hours of Service during the applicable computation period.

The initial computation period for this purpose is the first twelve (12) months following your initial Hour of Service. The subsequent computation periods, as applicable, are based on the calendar year.

If an Employee commenced his or her employment with the Employer in Non-Covered Employment, and then, without employment interruption, transferred to Covered Employment with the same Employer, that Employee's Hours of Service from his or her first date of employment is counted for purposes of the minimum service requirement of at least 450 Hours of Service. The immediately preceding non-Covered Employment with the Employer is an example of Continuous Non-Covered Employment.

You will lose your status as an "Active Participant" if you have a One-Year Break in Covered Employment, see page 10. Your Active Participant status would be reestablished by completing 450 hours in the first year.

If you have a One-Year Break and are not yet vested, the units of Vesting Service and Benefit Service that you earned before the One-Year Break are considered temporarily forfeited. The temporarily forfeited units are restored if you return and have 500 Hours of Service in either of the "computation periods" before the sequence of One-Year Breaks becomes a Permanent Break. Once you have incurred a Permanent Break, your service prior to the Permanent Break can no longer be restored. See pages 10-11 for the rules regarding Breaks in Covered Employment.

The initial computation period for this purpose is the first twelve (12) months following your date of reemployment or your initial Hour of Service following a One-Year Break. The subsequent computation periods, as applicable, are calendar years beginning on and after January 1, 2019 and ending prior to or coinciding with the time at which you would have incurred a Permanent Break if not for your having been credited with 500 or more Hours of Service in a computation period.

The term "Vested Participant" means a Participant whose benefits are not forfeitable even if he or she performs no further Covered Employment or earns no additional units of Vesting Service. See page 5 for a description of how a Participant attains vested status.

VESTING SERVICE

The Plan uses units of "Vesting Service" to establish when a Participant becomes a Vested Participant.

The term "Vested Participant" means a Participant whose benefits are not forfeitable even if he or she performs no further Covered Employment or earns no additional units of Vesting Service.

See page 9 for a description of how a Participant attains vested status.

Before January 1, 1976, Vesting Service was as defined under the Plan terms as then in effect.

From January 1, 1976 through December 31, 1994, a Participant earned one unit of Vesting Service in any Plan Year in which he or she had at least 1,000 Hours of Service.

On and after January 1, 1995, a Participant earns one unit of Vesting Service in any Plan Year in which he or she has at least 500 Hours of Service.

As with the minimum 450 hours' service requirement to participate in the Plan, Vesting Service also includes Hours of Service performed in Continuous Non-Covered Employment with the same Employer to meet the minimum 500 Hours of Service for a unit of Vesting Service.

Military Service

If you served in the Armed Forces, then you may be entitled to additional Vesting Service based on your time in the military. You should advise the Administrative Office of your military service, if any. See the section of this booklet on Qualified Military Service (page 8).

Reciprocity Agreements

The Plan has reciprocity agreements with Local 510 and with the IUPAT Industry Pension Plan. Under those agreements, service in those other jurisdictions may be recognized by the Local 831 Plan for purposes of vesting.

BENEFIT SERVICE AND BENEFIT UNITS

As you perform Covered work you earn Benefit Service and Benefit Units. How much you earn is shown in the chart below.

"Benefit Service" is used in determining eligibility for, but not the amount of, certain types of optional forms of pensions (other than Normal pensions) such as the Early Retirement benefit provided by the Plan. Your Benefit Service is the Prior Benefit Service (for service before January 1, 1976 and as defined by the Plan as in effect prior to January 1, 1976) plus your Future Benefit Service (for service after December 31, 1975). You should contact the Administrative Office if you have any questions about your eligibility for Prior Benefit Service. A full year of Future Benefit Service means completion of at least 1,650 Covered Hours in a Plan Year. See the tables below.

"Benefit Units". Before July 1, 1997, the Plan used "Benefit Units" as part of the method of determining the dollar amount of the monthly benefit amount you earned in a given Plan Year. For benefit accrual on and after July 1997, the Plan's benefit formula is based on a percent of contributions (see pages 12-14) and no longer uses Benefit Units. Generally, for each multiple of 150 Covered Hours in a Plan Year, a Participant earned one Benefit Unit and a fraction (expressed as a decimal) of a year of Future Benefit Service benefit unit as shown in the tables below.

Future Benefit Service and Benefit Service Units for Service on and after January 1, 1976 and prior to January 1, 1991

Number of Covered Hours Completed in Plan Year			Fractions of a Year of Future Benefit Service	Benefit Units
0	-	149	.0000	0
150	-	299	.1667	1
300	-	449	.2500	2
450	-	599	.3333	3
600	-	749	.4167	4
750	-	899	.5000	5
900	-	1,049	.5833	6
1,050	-	1,199	.6667	7
1,200	-	1,349	.7500	8
1,350	-	1,499	.8333	9
1,500	-	1,649	.9167	10
1,650	-	1,799	1.0000	11
1,800	-	1,949	1.0000	12
1,950	-	2,099	1.0000	13
For each additional 150 hours or portion thereof			None	1

Exception: After December 31, 1975 and before January 1, 1979, if you worked fewer than 450 hours during a Plan Year, you did not earn any Future Service Credits or Benefit Units.

Future Benefit Service and Benefit Units for Service on and after January 1, 1991

Future Benefit Service will continue to be earned according to the Table above. For Plan Years beginning on and after January 1, 1991, a Participant will earn one Benefit Unit upon completion of the first 150 Covered Hours during the Plan Year. In addition, the Participant will earn one-tenth of a Benefit Unit for each fifteen (15) Covered Hours during that Plan Year in excess of the first 150 Covered Hours.

Military Service

If you served in the Armed Forces, then you may be entitled to additional Future Benefit Service (but not Benefit Units) based on your time in the military. You should advise the Administrative Office of your military service, if any. See the section of this booklet on Qualified Military Service (page 8).

QUALIFIED MILITARY SERVICE

Qualified Military Service will be recognized for vesting purposes, and for purposes of avoiding a break in covered employment.

Participants who satisfy conditions imposed by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) will be entitled to have their period of military service treated the same as Covered Employment for vesting purposes only. To receive credit, you must have left employment with an Employer in a job classification covered by a Collective Bargaining Agreement to join the military.

Your entitlement to benefits for time spent in military service also depends on your compliance with other legal requirements of USERRA, including reporting or submitting an application for re-employment following Qualified Military Service within the time allowed by law.

Length of Qualified Military Service	Reemployment Deadline
Less than 31 days	1 day after discharge
31 through 180 days	14 days after discharge
More than 180 days	90 days after discharge

As the rules for crediting military service are complex, we recommend that you contact the Administrative Office before you leave and after you return from military service. If you think you may be eligible to have your service recognized as Qualified Military Service, please provide the Administrative Office with accurate records of your service. This change is effective for veterans returning to employment on or after December 12, 1994.

For deaths or disabilities occurring on or after January 1, 2007 while in military service, the Plan may recognize Qualified Military Service even if the reemployment requirement shown above could not be met because of your death or disability. If you are a Participant who became disabled during military service, or if you are the beneficiary of a Participant whose death occurred during military service, you should contact the Administrative Office.

ATTAINING VESTED STATUS

Once you are vested, a Break in Covered Employment will not cause you to lose the benefit you have earned to date or your accumulated benefit accrual and Vesting Service. If you are vested, you will be entitled to receive a pension starting at the permitted retirement age even if you subsequently leave Covered Employment or if, for any reason, you earn no additional benefit accrual or Vesting Service.

A Participant attains vested status as of the **earliest** date on which he or she meets one of the following without an intervening Permanent Break in Covered Employment:

1. For a Participant working under the Collective Bargaining Agreement, having five (5) or more units of Vesting Service and having an Hour of Service on or after July 1, 1997; or

2. Having attained Normal Retirement Age (generally age 60, but see page 2).

Effective September 1, 2018, the Plan also provides vested status for any former Participants, of any age, who had accumulated ten or more Years of Service prior to 1976 but who subsequently incurred a Permanent Break in Service. Benefits for Participants who became vested in this manner may not commence prior to September 1, 2018.

See page 4 regarding Participation in the Plan; see page 5 regarding units of Vesting Service; see page 2 regarding Hours of Service; and see pages 10-11 regarding Breaks in Covered Employment.

BREAKS IN COVERED EMPLOYMENT

An Employee who does not work a required number of hours in Covered Employment in a Plan Year incurs a **One Year Break in Covered Employment**. A series of One Year Breaks in Covered Employment may lead to a **Permanent Break in Covered Employment**. A Permanent Break in Covered Employment results in the cancellation and permanent forfeiture of your previously-earned benefit accrual and your previously-earned units of Vesting Service. However, if you are a Vested Participant (page 5), then you cannot incur a Permanent Break in Covered Employment.

Breaks prior to January 1, 1976 are determined under the Plan as then in effect.

One-Year Break in Covered Employment on and after January 1, 1976

On and after January 1, 1976, an individual incurs a One-Year Break in Covered Employment in any Plan Year in which he or she fails to complete at least 450 Hours of Service. Active Participant status is cancelled when a One-Year Break in Covered Employment is incurred.

For Plan years beginning on and after January 1, 1987, Hours of Service, for purposes of avoiding a One-Year Break in Covered Employment, may also include periods of maternity or paternity leave. You should contact the Administrative Office if you have any questions about parental leave.

Qualified Military Service (page 8) will be recognized for purposes of determining whether you incurred a One Year Break in Covered Employment in a given Plan Year.

Continuous Non-Covered Employment, with the same Employer, will prevent you from incurring any Breaks-in-Covered Employment, as well as accruing years of Vesting Service for you.

Other circumstances that may also allow you to avoid a One Year Break in Covered Employment include disability, conducting Union business, and, under some circumstances, establishing a business within the industry and geographical jurisdiction covered by this Plan, provided it is immediately following termination of your status as an Employee and further provided that you return to Employee status within two years following your most recent Hour of Service.

If you have a One-Year Break and are not yet vested, the units of Vesting Service and Benefit Service that you earned before the One-Year Break are considered temporarily forfeited. The temporarily forfeited units are restored if you return and have 500 Hours of Service in either of the "computation periods" (as defined below) before the sequence of One-Year Breaks becomes a Permanent Break. Once you have incurred a Permanent Break, your service prior to the Permanent Break can no longer be restored.

The initial computation period for this purpose is the first twelve (12) months following your date of reemployment following a One-Year Break. The subsequent computation periods, as applicable, are calendar years beginning on and after January 1, 2019.

Permanent Break in Covered Employment from January 1, 1976 through December 31, 1986

During this period, if you were not vested, and you had a number of consecutive One-Year Breaks that was equal to or greater than the number of units of Vesting Service you had previously accumulated, then you incurred a Permanent Break in Covered Employment and your Participant status, Vesting Service, and benefit accrual are all canceled.

Any succession of One-Year Breaks that had not yet become a Permanent Break was ended if you earned a unit of Vesting Service; in that case your record was still intact and the previous One-Year Breaks are disregarded.

Permanent Break in Covered Employment on and after January 1, 1987

During this period, if you are not vested and you have five or more consecutive One-Year Breaks, and the number of consecutive One-Year Breaks equals or exceeds your units of Vesting Service, then you have incurred a Permanent Break in Covered Employment and your Participant status, Vesting Service, and benefit accrual are canceled.

Any succession of One-Year Breaks which has not yet become a Permanent Break is ended if you earn a unit of Vesting Service; in that case his record is still intact and the previous One-Year Breaks are disregarded.

BENEFIT FORMULA

The Plan's benefit formula, as applied to a Participant's hours and contributions over his or her working history, yields a benefit amount that is expressed as a monthly dollar amount, commencing at the Participant's Normal Retirement Date and payable in the "Normal Form of Payment". Thus, all amounts shown on pages 22-25 used to explain the benefit formula are shown as of Normal Retirement Date and in the Normal Form. These monthly amounts are then adjusted, as applicable, for age and for forms of payment other than the "Normal Form."

The "Normal Form of Payment" under the Plan (see page 16) is the Ten-Year Certain and Life form of payment, under which benefits are payable for the Participant's lifetime, but with a guarantee that a minimum of ten years of payments will be made, taking into account payments to the Participant and to the Participant's designated beneficiary or beneficiaries.

See pages 22-25 regarding the Normal Form of Payment and the other forms of payment provided by the Plan. See pages 15-21 for the types of Pensions provided by the Plan, and a general description of how the monthly benefit amount is adjusted to reflect the age of the Participant on the Annuity Starting Date.

The Plan's benefit formula has changed at various times over the years. One way to understand the benefit formula is by simply considering it the sum of the benefit accrual in each Plan Year, and then evaluating your service one Plan Year at a time.

To avoid unnecessary repetition, the description of the benefit formula in this summary will group certain Plan Years together into "segments" when the formula is unchanged during those Plan Years, or, with Segment 4, structurally similar during the Plan Years that are grouped together. Operationally, however, your accrued monthly benefit is determined as the sum of the respective accrual in each Plan Year in which you had sufficient Covered Hours to earn a benefit.

Benefit Formula, Segment 1 – For hours of credited service prior to July 1, 1997, contact the Administrative Office at (877) 572-7005 or (626) 279-3080.

Effective July 1, 1997, the following are the applicable rules and multipliers:

Benefit Formula, Segment 2—Benefit Accrual from July 1, 1997 through June 30, 2003

The monthly benefit accrued during this period is 4.0% multiplied by the whole dollar amount of Employer Contributions owed on the Participant's behalf for Covered Hours during a given Plan Year (or, in the case of 2003, a portion of a Plan Year). No benefit is earned in a given Plan Year unless the Participant has at least 150 Hours of Service during that Plan Year.

Benefit Formula, Segment 3—Benefit Accrual from July 1, 2003 through December 31, 2006

The monthly amount earned during this period is 2.0% multiplied by the whole dollar amount of Employer Contributions owed on the Participant's behalf for Covered Hours during a given Plan

Year (or, in the case of 2003, a portion of a Plan Year). No benefit is earned in a given Plan Year unless the Participant has at least 150 Hours of Service during that Plan Year.

However, for Participants meeting the applicable eligibility test, the monthly amount earned is 3.0% multiplied by the whole dollar amount of Employer Contributions owed on the Participant's behalf for Covered Hours during Plan Years in this period. The eligibility test for the higher accrual formula is satisfied if the Participant had 450 or more Hours of Service during the 2006 Plan Year, or if the Participant was entitled to a Pension payment for the month of January 2007 (or would have been entitled to a payment except for operation of the suspension of benefit rules as described on pages 30-32). The higher accrual formula does not apply to benefits payable for calendar months prior to January 2007. No benefit is earned in a given Plan Year unless the Participant has at least 150 Hours of Service during that Plan Year.

Benefit Formula, Segment 4—Benefit Accrual from January 1, 2007 through December 31, 2007

The monthly benefit earned during this period is 3.0% multiplied by the whole dollar amount of Employer Contributions owed on the Participant's behalf for Covered Hours during the 2007 Plan Year. No benefit is earned in 2007 unless the Participant has at least 150 Hours of Service during that Plan Year.

Benefit Formula, Segment 5—Benefit Accrual from January 1, 2008 through June 30, 2009

The monthly benefit earned during this period is 2.0% multiplied by the whole dollar amount of Employer Contributions owed on the Participant's behalf for Covered Hours during a given Plan Year. No benefit is earned in a given Plan Year unless the Participant has at least 150 Hours of Service during that Plan Year.

Benefit Formula, Segment 6—Benefit Accrual on and after July 1, 2009

The monthly benefit earned during this period is 1.0% multiplied by the whole dollar amount of non-Supplemental Employer Contributions owed on the Participant's behalf for Covered Hours during a given Plan Year (but see below regarding the 2016 Plan Year). No benefit is earned in a given Plan Year unless the Participant has at least 150 Hours of Service during that Plan Year.

2019 Accrual Example (see Segment 6 above)

Assume that in 2019 a Participant works 1,603 hours at an hourly non-Supplemental contribution rate of $5.30. The contributions owed on the Participant's behalf total $8,495.90. Dropping the ninety cents—the benefit formula uses only the whole dollar amount—the Participant's monthly benefit (payable at Normal Retirement Date in the Normal Form) accrued in the 2019 Plan Year is determined as shown below:

$$\$8,495 \times 0.010 = \$84.95$$

Benefit Formula, Segment 7—Benefit Accrual for Supplemental Contributions

Supplemental Contributions, as defined by the Plan, are contributions required to be made by an Employer in accordance with a Contribution Agreement (Bargaining Agreement) for the purpose of improving the funding status of the Plan. By definition, Supplemental Contributions do not result in an additional benefit accrual by the Participant who worked the hours resulting in those Contributions.

The Trustees have amended the Plan to provide accruals on the Supplemental Contributions owed during the years 2009 and 2016. For Supplemental Contributions required on your behalf for the period that began on January 1, 2009 and ended on December 31, 2009, and for the period that began on January 1, 2016 and ended December 31, 2016, you will accrue a monthly benefit of 1.0% multiplied by the whole dollar amount of Supplemental Employer Contributions.

No benefit is earned in a given Plan Year unless the Participant has at least 150 Hours of Service during that Plan Year.

TYPES OF PENSION

This section describes the types of pension available under the Plan and the eligibility requirements for each.

The types of pensions available under the Plan, each of which is described in detail in the following pages, are (1) Normal Retirement Pension, (2) Late Retirement Pension, (3) Early Retirement Pension, and (4) Disability Pension.

As explained in the "Benefit Formula" section of this summary (see pages 12-14), the Plan's benefit formula, as applied to a Participant's hours and contributions over his or her working history, yields a benefit amount that is expressed as a monthly dollar amount, commencing at the Participant's Normal Retirement Date and payable in the "Normal Form of Payment".

The "Normal Form of Payment" under the Plan (see page 23) is the Ten-Year Certain and Life form of payment, under which benefits are payable for the Participant's lifetime, but with a guarantee that a minimum of ten years of payments will be made, taking into account payments to the Participant and to the designated beneficiary or beneficiaries.

Adjustments for Early Retirement or Late Retirement, if applicable, are applied after the unadjusted benefit in the Normal Form has been determined using the Plan's benefit formula.

See pages 22-25 regarding the Normal Form of Payment and the other forms of payment provided by the Plan.

At least once every three years, if you are currently in Covered Employment and have a non-forfeitable benefit, the Plan will send you a benefit statement with an estimate of your accrued benefit.

NORMAL RETIREMENT PENSION—ELIGIBILITY

Upon retirement and advance written application, a Vested Participant who has attained Normal Retirement Age (generally age 60, but see page 2) will be eligible for a Normal Retirement Pension.

See pages 34-35 of this summary regarding written application and establishing your Annuity Starting Date.

The Annuity Starting Date of a Normal Retirement Pension, by definition, coincides with the Participant's Normal Retirement Date (page 1). See pages 30-32 of this summary regarding the meaning of "retirement." For Annuity Starting Dates prior to your Normal Retirement Date, refer to the Early Retirement Pension (pages 18-19) or the Disability Pension (pages 20-21); for Annuity Starting Dates after your Normal Retirement Date, refer to the Late Retirement Pension (page 17).

NORMAL RETIREMENT PENSION—AMOUNT

The monthly amount of the Normal Retirement Pension, payable in the Normal Form, is the amount determined using the Plan's Benefit Formula, as described on pages 12-14.

See pages 22-25 regarding the Normal Form of Payment and the other forms of payment provided by the Plan.

The monthly pension payable to a married retiree, instead of the 10 year certain and life, regardless of the type of pension, will be reduced as described under the Qualified 50% Joint and Survivor Annuity unless the Participant and Spouse decide they want the pension paid in another form of payment. If they do not want the Qualified 50% Joint and Survivor Annuity form of payment, they must inform the Administrative Office and make their election in writing (see pages 22-25).

LATE RETIREMENT PENSION—ELIGIBILITY

For Annuity Starting Dates later than the Participant's Normal Retirement Date (see page 16), a Vested Participant, upon retirement and advance written application, will be eligible for a Late Retirement Pension.

See pages 34-35 of this summary regarding written application and establishing your Annuity Starting Date. See pages 30-32 of this summary regarding the meaning of "retirement."

The Annuity Starting Date of the Late Retirement Pension cannot be later than the Participant's Required Beginning Date (see pages 34-35).

LATE RETIREMENT PENSION—AMOUNT

Under the Late Retirement Pension, the retiree will receive the ***greater*** of:

(1) the benefit calculated as of the actual Annuity Starting Date including accruals after Normal Retirement Date ; OR

(2) the benefit that the retiree would have received on his or her Normal Retirement Date (based on the hours and contributions up to that point, and based on the Benefit Formula in effect at that time), actuarially increased for each calendar month from Normal Retirement Date until the actual Annuity Starting Date.

The actuarial adjustment in method (2) above is intended to ensure that the Late Retirement Pension is at least actuarially equivalent to the Normal Retirement Pension. The adjustment factors will be based on the 1984 Unisex Mortality Table and interest at 7% per annum. You should contact the Administrative Office if you wish to be provided an estimate of your monthly benefit with a Late Retirement Pension.

The monthly pension payable to a married retiree, regardless of the type of pension, will be reduced as described under the Qualified 50% Joint and Survivor Annuity unless the Participant and Spouse decide they want the pension paid in another form of payment. If they do not want the Qualified 50% Joint and Survivor Annuity form of payment, they must inform the Administrative Office and make their election in writing (see pages 22-25).

EARLY RETIREMENT PENSION—ELIGIBILITY

"Early Retirement" means retirement (other than Disability) at age 50 or later but before your Normal Retirement Date. A Vested Participant, upon retirement and advance written application, will be eligible for an Early Retirement Pension if the age and service requirements are also met.

See pages 34-35 of this summary regarding written application and establishing your Annuity Starting Date. See pages 30-32 of this summary regarding the meaning of "retirement."

To be eligible for Early Retirement before age 55, you must meet **both** of the following requirements **at the time you terminate Covered Employment**: (1) you must be at least 50 years old; and (2) you must have a certain minimum number of Years of Benefit Service, as shown in the following chart:

Attained Age in Years at Termination of Covered Employment	Required Years of Benefit Service
50	20 or more
51	19 or more
52	18 or more
53	17 or more
54	16 or more

Unlike the requirements for Early Retirement before age 55 as shown above, if you are retiring at 55 or older, then you are **not** required to have already met the applicable age requirement at the time you terminate Covered Employment. To be eligible for Early Retirement at age 55 or older, you must simply meet—as of your Annuity Starting Date—both the age requirement and the corresponding service requirement as shown in the following chart:

Attained Age in Years	Required Years of Benefit Service
55	15 or more
56	14 or more
57	13 or more
58	12 or more
59	11 or more

The Plan also uses the term "Deferred Vested Pensioner" to refer to an Early Retirement Pensioner who terminated Covered Employment prior to reaching the qualifying attained age and then retired at age 55 or older.

EARLY RETIREMENT—AMOUNT

A reduction applies to the Early Retirement Pension because of the longer expected payment period. Your benefit is first calculated as a Normal Retirement Pension and is then reduced by **0.5% for each month** by which your Annuity Starting Date precedes your Normal Retirement Date. This age reduction is not applicable if you have earned at least 30 years of Benefit Service when you retire.

The monthly pension payable to a married retiree, regardless of the type of pension, will be reduced as described under the Qualified 50% Joint and Survivor Annuity unless the Participant and Spouse decide they want the pension paid in another form of payment. If they do not want the Qualified 50% Joint and Survivor Annuity form of payment, they must inform the Administrative Office and make their election in writing (see pages 22-25).

DISABILITY PENSION—ELIGIBILITY

A Vested Participant, upon retirement and advance written application, will be eligible for a Disability Pension provided the following requirements are met:

1. The Participant becomes Totally Disabled (see below) prior to Normal Retirement Age; AND

2. The Participant has at least seven (7) years of Benefit Service (for Participants whose Covered Employment was under a Collective Bargaining Agreement), or at least five (5) years of Benefit Service (for Participants whose Covered Employment was not under a Collective Bargaining Agreement); AND

3. The Participant has at least three hundred Hours of Service in the 24-month period immediately preceding the calendar month that includes the Participant's onset of disability.

Your Annuity Starting Date also must follow the filing of your application, and must satisfy procedural requirements related to spousal consent to the form of payment. See pages 34-35 of this summary regarding written application and establishing your Annuity Starting Date. See pages 30-32 of this summary regarding the meaning of "retirement."

The Annuity Starting Date of a Disability Pension cannot be earlier than the first day of the seventh (7^{th}) month following the month that includes your last day worked in Covered Employment. Also, the Annuity Starting Date cannot be earlier than the date of entitlement to disability benefits from the Social Security Administration. See the paragraph below regarding proof of Total Disability.

Disability Pension payments are paid as long as the Pensioner remains Totally Disabled. However, once a Disability Pensioner reaches Normal Retirement Age, the Disability Pension payments will continue as a Normal Retirement.

DISABILITY PENSION—AMOUNT

The monthly amount of the Disability Pension is determined in the same manner as the Normal Retirement Pension (see page 16) without reduction because of your age.

The monthly pension payable to a married retiree, regardless of the type of pension, will be reduced as described under the Qualified 50% Joint and Survivor Annuity unless the Participant and Spouse decide they want the pension paid in another form of payment. If they do not want the Qualified 50% Joint and Survivor Annuity form of payment, they must inform the Administrative Office and make their election in writing (see pages 22-25).

PROOF OF TOTAL DISABILITY

As proof of Total Disability, the applicant must submit to the Board of Trustees the official determination by the Social Security Administration that he or she is entitled to a Social Security Disability Benefit.

AUXILIARY DISABILITY BENEFIT

Once proof of Total Disability has been provided, and the Annuity Starting Date for the applicant's Disability Pension has been established, then, if the Plan's requirements are met, auxiliary disability benefits may be payable for certain months prior to the Annuity Starting Date.

The Auxiliary Disability Benefit is a lump sum equal to the total of the monthly payments that would have been made if a Disability Pension (calculated using the adjustment factors, if any, that are applicable for the form of payment elected as of the actual Annuity Starting Date) had been payable for the period between the date of entitlement to Social Security Disability benefits (or, if later, the first day of the seventh month following the month that includes the applicant's last day worked in Covered Employment) and the actual Annuity Starting Date of the Disability Pension.

In order to qualify for the Auxiliary Disability Benefit, the employee must have a date of entitlement to Social Security Disability benefits that is prior to the Annuity Starting Date of his Disability Pension. However, the Plan provides a 12-month limit on retroactive payment of the Auxiliary Disability Benefit for applicants who do not file their Social Security Disability award with the Trust within 12 months of the date on which the Social Security Administration issues the notice of award.

CONVERTING AN EARLY RETIREMENT PENSION TO A DISABILITY PENSION

If you are applying for a Disability Pension and have not yet been granted a Social Security Disability award, but you meet the Plan's requirements for Early Retirement (see page 18), then you may be eligible to elect an Early Retirement Pension, and, upon receiving your notice of entitlement to Social Security Disability benefits, convert your Early Retirement Pension to a Disability Pension.

To be eligible for the conversion, you must also meet the Plan's requirements for a Disability Pension. At the time of your application for the Early Retirement Pension, you must advise the Trust, in writing, of your intent to convert that pension to a Disability Pension when you later receive your Social Security Disability award.

For married retirees, conversion of an Early Retirement Pension to a Disability Pension is subject to spousal consent and re-election of the form of payment.

FORMS OF PAYMENT

The Plan provides various forms of retirement benefit payment. Only one form of payment may be chosen and, once benefit payments have begun, this cannot be changed (except in the case of conversion from an Early Retirement Pension to a Disability Pension, as explained on page 21).

The forms of payment provided by the Plan are (1) the Single Life Annuity; (2) the Qualified 50% Joint and Survivor Annuity (also called the "QJSA"); (3) the Ten-Year Certain and Life, also called the "Normal Form"; and (4) the Joint and Survivor Options (under which 75% and 100% survivor annuities are available). Each form of payment is described in detail in this "Forms of Payment" section of this Summary Plan Description.

The Plan specifies the automatic form of payment for unmarried retirees and the automatic form of payment for married retirees. All pensions will be paid in the automatic form which corresponds to the retiree's marital status unless that form is properly rejected and a different form properly selected.

All pensions are initially calculated in the "Normal Form of Payment" (the Ten-Year Certain and Life form of payment) as of the Participant's Normal Retirement Date. Each pension amount is then adjusted, if applicable, for Early or Late Retirement and then for the form of payment in which the pension will actually be paid. Note that, the term "Normal Form of Payment" is different from the ***automatic*** form of payment that is based on the retiree's marital status.

If you are ***unmarried*** on your Annuity Starting Date, then the ***automatic*** form of payment is the Single Life Annuity. Your pension will be paid in this form unless you elect the Ten-Year Certain and Life form of payment. The Joint and Survivor forms of payment are not available to unmarried retirees.

If you are ***married*** on your Annuity Starting Date, then the ***automatic*** form of payment is the Qualified 50% Joint and Survivor Annuity (QJSA). Your pension will be paid in this form unless you and your Spouse elect to receive your pension in one of the other available forms of payment. The other available forms of payment are the Single Life Annuity, the Ten-Year Certain and Life, and the 75% and 100% Joint and Survivor Options.

When you request a packet of forms to apply for your retirement benefits, those forms will include a general explanation of the available forms of payment. Later, during the processing of your application, the Administrative Office will help you calculate your benefit under any of the available forms so that you (and your Spouse, if any) can more easily decide which form of payment you want.

1. Single Life Annuity

This is the automatic form of payment for unmarried retirees, but is available as an optional form of payment for married retirees. Under the Single Life Annuity, monthly payments are made for the retiree's lifetime, ceasing upon the retiree's death. No post-retirement death benefits are payable to a Spouse or other designated beneficiary. The Single Life Annuity is first calculated in

the "Normal Form" (see pages 15-19), adjusted for Early or Late Retirement if applicable, and is then adjusted to the Single Life Annuity actuarial equivalent.

2. Qualified 50% Joint and Survivor Annuity ("QJSA")

This is the automatic form of payment if you are married on your Annuity Starting Date. Your pension will automatically be paid in QJSA form unless you and your spouse properly reject this form of payment. If you decide to reject this form of payment, the election form must be signed by you and your Spouse, must be dated no more than 180 days before your Annuity Starting Date, and your signatures must be witnessed by a notary public or a Plan representative.

Under the Qualified 50% Joint and Survivor Annuity, or QJSA, a reduced monthly benefit is paid for your lifetime, and, upon your death, 50% of that amount is paid for the lifetime of your surviving Spouse.

For example, if you were receiving a monthly pension of $2,000 under the QJSA, then upon your death your surviving Spouse would receive a lifetime survivor annuity of $1,000 per month.

The QJSA is first calculated in the "Normal Form" (see pages 15-19), then is adjusted for Early or Late Retirement if applicable, and is then adjusted to its actuarial equivalent in 50% Joint and Survivor form taking into account the ages of the retiree and the Spouse. The monthly amount payable while you and your Spouse are both living will be less than the amount that would have been payable in the Ten-Year Certain and Life form (the "Normal Form") because the QJSA form of payment extends payments over two lifetimes. Call the Administrative Office to find out the monthly amount that you and your Spouse would receive in QJSA form.

Significant points about the Qualified 50% Joint and Survivor Annuity ("QJSA"):

- If you are married, then you will receive the QJSA when you retire unless you and your spouse properly reject it and elect another form of payment.
- The survivor annuity under the QJSA can protect only the spouse to whom you are married on your Annuity Starting Date.
- Once payments have begun in QJSA form, they will not be affected if your marriage should be dissolved.
- Payments to the surviving Spouse are for the spouse's life; they would not be affected by anyone's remarriage.
- After your payments under the QJSA have begun, then your payments will stop only on your death and your surviving spouse's payments will stop on your spouse's death.

3. Ten-Year Certain and Life ("Normal Form")

The Plan refers to this form of payment as the "Normal Form" because the Ten-Year Certain and Life is the benchmark to which all other forms of payment are made actuarially equivalent. This is the reason why each pension is initially calculated, as of the retiree's Normal Retirement Date, in the "Normal Form" using the Plan's Benefit Formula (see pages 15-19).

The Normal Retirement benefit in the "Normal Form" is then adjusted, as applicable, for Early Retirement or Late Retirement, and then adjusted, if applicable, to its actuarial equivalent in the form of payment elected.

Under the Ten-Year Certain and Life form of payment, the pension is paid for the retiree's lifetime. Upon the retiree's death, payments cease unless payments have been made for fewer than 120 months (ten years). If payments have been made for fewer than 120 months, then payments would continue to the retiree's designated beneficiary (in the same monthly amount the retiree was receiving) until payments have been made for a total of 120 months.

Also see the section of this SPD addressing "Reinstatement of Pension Payments following Suspension and Payment of Additional Accrual After the Initial Annuity Starting Date" on pages 31-32.

For additional benefit accruals earned by a Participant after his or her initial Annuity Starting Date, the Normal form of payment as to such additional accruals is the Ten-Year Certain and Life Pension.

However, for such additional accruals that first become payable on or after January 1, 2018, the Plan will actuarially increase the amount of the monthly payment attributable to the additional accruals, and will reduce the duration of the certain period so it will expire at the same time as the remaining certain period, if any, previously applicable to that Participant.

In this way, the guarantee period on your original pension and the guarantee period on your new accrual will expire at the same time.

Note—additional accruals earned after your initial Annuity Starting Date but prior to your Normal Retirement Age (generally age 60), will not become payable until the January 1 coinciding with or next following your Normal Retirement Date.

4. 75% and 100% Joint and Survivor Annuity Options

Under the 75% Joint and Survivor Annuity and the 100% Joint and Survivor Annuity, a reduced monthly benefit is paid for your lifetime, and, upon your death, a 75% survivor annuity or a 100% survivor annuity is paid for the lifetime of your surviving Spouse.

For example, if you were receiving a monthly pension of $2,000 under the 75% Joint and Survivor Annuity, then upon your death your surviving Spouse would receive a lifetime survivor annuity of $1,500 per month. If you were receiving a monthly pension of $2,000 under the 100% Joint and Survivor Annuity, then upon your death your surviving Spouse would receive a lifetime survivor annuity of $2,000 per month.

The 75% and 100% Joint and Survivor Annuities are first calculated in the "Normal Form" (see (see pages 15-19), then are adjusted for Early or Late Retirement if applicable, and then are adjusted to their actuarial equivalent in 50%, 75% or 100% Joint and Survivor form taking into account the ages of the retiree and the Spouse. The monthly amount payable while you and your

Spouse are both living will be less than the amount that would have been payable in the Ten-Year Certain and Life form (the "Normal Form") because the Joint and Survivor form of payment extends payments over two lifetimes. The monthly amount under the 100% Joint and Survivor form would be less than under the 75% Joint and Survivor form because the survivor Spouse receives a larger survivor annuity after the retiree's death. Ask the Administrative Office if you have questions about the monthly amount that you and your Spouse would receive in 75% or 100% Joint and Survivor form.

If the Spouse dies within the applicable election period (see page 29), the retiree should notify the Administrative Office. If payments have not yet commenced, the retiree can elect a different form of payment.

QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs)

The Retirement Equity Act of 1984 provides that the Plan must recognize any Qualified Domestic Relations Order that is consistent with the Plan's provisions and make payments as directed by the Order to any spouse, former spouse, child or other dependent (called an "Alternate Payee") of a Plan participant specified by the Order. A Qualified Domestic Relations Order (QDRO) is a state domestic relations order such as a divorce decree which creates or recognizes an alternate payee's right to, or assigns to an alternate payee the right to receive all of or a portion of the benefits payable to a participant under the Plan. Any lawful judgment, decree, order, or property settlement agreement which has been entered into pursuant to a court order may be a QDRO if it relates to the provision of child support, alimony payments, or marital property of a spouse, former spouse, child or other dependent of a Plan Participant and is made pursuant to State domestic relations law.

The Trustees cannot recognize or honor a domestic relations order, such as a divorce decree which attempts to divide a pension, unless the order or decree contains certain information and otherwise complies with federal law. If you are contemplating a divorce or are a party to any other domestic relations action which may involve your benefits under the Plan, then you should contact the Administrative Office for additional information **before** any such domestic relations order or decree is signed by the judge.

The Trustees have adopted formal procedures for the treatment of domestic relations orders received by the Plan, and a copy of those procedures is available without charge from the Administrative Office.

Please note that a QDRO cannot change the terms of the Plan and neither a divorce nor a Court's issuance of a QDRO are events that allow for immediate distribution of benefits.

An Alternate Payee may elect, upon written application to the Fund Office in accordance with the Plan's requirements, to begin receiving her/his share of the benefit at any time after the Participant attains the earliest permitted retirement age under the Plan. If the Alternate Payee has not selected an earlier date, then she or he will generally begin receiving benefits as of the Participant's Annuity Starting Date.

PRE-RETIREMENT DEATH BENEFITS

Qualified Pre-Retirement Survivor Annuity (QPSA)

If you have attained Vested status (see page 9), are married at the time of your death, and die before starting to receive pension payments, then your surviving Spouse will be eligible for a Qualified Pre-Retirement Survivor Annuity (QPSA).

The normal form of the QPSA is the 50% QPSA. Under the 50% QPSA, your surviving Spouse will receive, for life, a monthly benefit equal to 50% of the monthly amount that would have been payable to you if you had retired under the Qualified 50% Joint and Survivor Annuity (QJSA, as explained on page 23).

The 50% survivor annuity starts on the first day of the month coinciding with or immediately following your date of death (or the applicable later date if the spouse elects to defer commencement).

If your death occurs **before** you reach the youngest permitted retirement age (based on the amount of service you have), then your surviving Spouse may elect to defer the commencement of the survivor annuity under the 50% QPSA until your Early Retirement or Normal Retirement Date, OR to begin receiving the survivor annuity immediately after your death (in which case the monthly amount of the survivor annuity will be calculated based on actuarial equivalence with a 50% survivor annuity payable at your Normal Retirement Date).

For pre-retirement deaths occurring on or after November 1, 2019, your surviving spouse will receive a **100% survivor annuity,** provided you met all of the following requirements at the time of death:

- You were married and vested;
- You met the age and service requirements for an Early Pension, Normal Pension, or Late Pension at the time of death, AND
- You worked at least 500 hours in Covered Employment during the 24 calendar months before death. Hours worked in the month of death will be counted toward this 500-hour requirement.

The monthly amount of the 100% survivor annuity is equal to the monthly amount that would have been payable to you if you had not died, but instead had retired on the date of death under the 100% Joint and Survivor Option form of payment. The 100% survivor annuity starts on the first day of the month coinciding with or immediately following your date of death (or the applicable later date if the spouse elects to defer commencement).

If you are married and vested but you do not meet the requirements for the 100% survivor annuity to be paid on your behalf, then your surviving spouse will receive the 50% survivor annuity described above.

Your surviving Spouse may not defer the commencement of the survivor annuity (whether in 50% QPSA form or in 100% QPSA form) beyond the **later** of (1) the end of the year in which you would have reached age 70½ had you lived, or (2) the end of the year following the year in which your death occurred.

Pre-Retirement Death Benefits other than the QPSA

The 50% survivor annuity (QPSA) described above is the automatic form of payment for pre-retirement death benefits payable to the surviving Spouse of a married Vested Participant. See the preceding page for a description of the eligibility requirements for the 100% survivor annuity. The Plan provides other forms in which pre-retirement death benefits may be paid, but the availability of other forms is limited as described below.

For pre-retirement deaths occurring on and after November 1, 2019, ALL optional forms of pre-retirement death benefits are eliminated, leaving the following as the ONLY pre-retirement death benefits that may be payable:

- If your surviving spouse qualifies for the 100% survivor annuity, then that benefit is payable and no other form of pre-retirement death benefit may be elected.

- If your surviving spouse qualifies for the 50% survivor annuity, but does not qualify for the 100% survivor annuity, then the 50% survivor annuity is payable and no other form of pre-retirement death benefit may be elected.

- If you are vested and unmarried at the time of your pre-retirement death, your designated beneficiary receives 60 guaranteed monthly payments equal to the unadjusted monthly benefit that would have been payable to you at your Normal Retirement Date (or your actual date of death, if later) in the "Normal Form" of payment for retirees. No other form of pre-retirement death benefit may be elected. This 60-payment pre-retirement death benefit is payable only if the Participant had worked at least 500 hours in Covered Employment during the 24 calendar months immediately preceding the month in which the Participant died. However, for pre-retirement deaths on and after October 1, 2019, months of disability recognized by the Social Security Administration will be disregarded in determining the twenty-four month period to be used for purposes of applying the recent service test.

If the Vested Participant was unmarried but did ***not*** meet the Plan's active service requirements at the time of death, then no pre-retirement death benefits are payable on the Participant's behalf.

If you are Vested, your surviving Spouse's eligibility for the 50% QPSA does not depend on your having met the active service requirements.

DESIGNATING YOUR BENEFICIARY

Generally, you may select anyone you wish as your beneficiary. You may change your beneficiary at any time by completing a new form and delivering it (it becomes effective when the Plan Administrator receives it) to the Plan Administrator. If you are married, however, your Spouse automatically is your beneficiary unless your Spouse consents in writing to your naming another beneficiary. The Spouse's consent, to be valid, must acknowledge the effect of such consent and must be witnessed by a Plan representative or a notary public. Contact the Plan Administrator for the appropriate form.

If you are unmarried and have not filled out the beneficiary designation form before your death, or if your beneficiary dies before you, any death benefit is paid according to the laws of intestacy of the state of California.

If a Participant and Spouse divorce before the Participant's Annuity Starting Date, then that Participant's designation of that Spouse as beneficiary is automatically void unless the participant re-designates that former Spouse after the entry of the divorce decree. This rule applies only if the Plan is notified of the divorce before the death benefits are paid. A valid designation of a beneficiary other than the former Spouse will not be affected by divorce from the Spouse who previously gave consent to the designation of the other beneficiary.

SUSPENSION OF PENSION PAYMENTS FOR CERTAIN EMPLOYMENT AFTER RETIREMENT

To establish your Annuity Starting Date (see pages 34-35) and begin receiving your monthly pension payments from this Plan, you must not only file an advance written application, you must retire. If you retire and then come back to work, your monthly pension will be suspended while you are in employment that is prohibited for Pensioners, as described later in this section.

What you have to do to "retire" depends on whether you have reached your Normal Retirement Date. These are explained below.

Retirement Before Normal Retirement Date; Prohibited Employment for Pensioners Prior to Normal Retirement Date

To be considered retired and to establish your Annuity Starting Date **before** your Normal Retirement Date, you must terminate employment (both Covered Employment, and non-Covered Employment) with all Employers, and your termination must be a "Bona Fide Termination of Employment." This means that you must have **zero** hours in Covered Employment and non-Covered Employment during the full calendar month that includes your Annuity Starting Date, and during that calendar month there exists no agreement, express or implied, between you and any Covered Employer that you will work for that Employer after the end of that calendar month.

For months after the month that includes your Annuity Starting Date, you must refrain from employment that is (1) in the same industry, in the same trade or craft, and in the same geographic area covered by the Plan (for this purpose, the state of California), and is (2) more than forty (40) hours in a calendar month.

Exception—For months after the month that includes the Annuity Starting Date, Pensioners will not be suspended for employment that is solely with an Employer or an Affiliated Employer and is solely in non-Covered Employment.

Retirement At or After Normal Retirement Date; Prohibited Employment for Pensioners After Normal Retirement Date but Before Age Required Beginning Date

To be considered retired and to establish your Annuity Starting Date at or after Normal Retirement Date, you must have **zero** hours in Covered Employment during the full calendar month that includes your Annuity Starting Date. You may work in non-Covered Employment during this period.

For months after the month that includes your Annuity Starting Date, you must refrain from employment that is (1) in the same industry, in the same trade or craft, and in the same geographic area covered by the Plan (for this purpose, the state of California), and is (2) more than forty (40) hours in a calendar month.

Exception—For months after the month that includes the Annuity Starting Date, Pensioners will not be suspended for employment that is solely with an Employer or an Affiliated Employer and is solely in non-Covered Employment.

No Prohibited Employment After April 1 of the Calendar Year Following Age 70½

Beginning with your Required Beginning Date, which is the April 1 immediately following the calendar year in which you attain age 70½, there are no restrictions on the type, duration, or location of the work you may perform while receiving pension benefits from this Plan.

Suspension of Pension Payments

If you are a Pensioner and you take work that the Plan prohibits for Pensioners, then your Pension payments will be suspended for each month you are working in prohibited employment.

The Trustees will recover the amount of any pension payment made which should have been suspended. This recovery will be done either by a request for an immediate refund of the total amount of the overpayment or through offset against future monthly pension payments.

If you have any questions as to whether a job you plan to take will cause a suspension, please write the Administrative Office, with the name the employer for whom you intend to work, describe the job you propose to perform. You will be advised if the job will cause a suspension of benefits or would prevent you from establishing your Annuity Starting Date in the month you desire.

Reinstatement of Pension Payments following Suspension and Payment of Additional Accrual After the Initial Annuity Starting Date

Before Normal Retirement Date. Benefits accrued by a Participant subsequent to the Participant's initial Annuity Starting Date but prior to the Participant's Normal Retirement Age will generally become payable as of the January 1 coinciding with or next following the Participant's attainment of Normal Retirement Age. If the Participant engaged in suspendible employment during that January, then the additional accrual will not become payable until the first month following that January for which benefits were not suspended.

After Normal Retirement Date. If the Participant's Normal Retirement Date is prior to or coincides with the January 1 following the Plan Year in which the additional accrual is earned, then the additional accrual will become payable on that January 1 unless the Participant engaged in suspendible employment during that January, in which case the additional accrual will not become payable until the first month following that January for which benefits were not suspended.

Additional accrual after the Participant's initial Annuity Starting Date is subject to a new Annuity Starting Date (and a new election as to form of payment), unless the Participant and Spouse, if any, have already made a form of payment election that is applicable to an Annuity Starting Date at or after the Participant's Normal Retirement Date. A form of payment election that is effective at Normal Retirement Date or later controls the form of payment for any subsequent benefit accrual.

For Early Retirement Pensioners who return to work and are suspended, the monthly pension payable upon reinstatement following suspension may be subject to actuarial adjustment to establish equivalence with the benefit payable prior to suspension. In no event will the monthly amount upon reinstatement be less than the amount payable at the time a Pensioner returned to work.

HOW TO APPLY FOR BENEFITS

The first step in applying for your pension and establishing your Annuity Starting Date (see pages 34-35) is to request an application packet from the Administrative Office. The packet of application forms will also include a general explanation of the Qualified 50% Joint and Survivor Annuity ("QJSA") and the other forms of payment provided by the Plan.

You will be considered as having applied for a pension only when your completed application has been received by the Administrative Office. Payments cannot begin before the completed application is received.

You must provide an original or certified copy of the following documents: birth certificate or other proof of your date of birth. If your pension will be paid as a Qualified 50% Joint and Survivor Annuity (see page 23), then proof of marriage and of your Spouse's date of birth also must be submitted.

If you have any questions about the forms that you receive with your application packet, contact the Administrative Office as soon as possible.

For a Disability Pension, you must also provide proof of total disability. The required proof is established by providing the notice of entitlement to Social Security Disability benefits from the Social Security Administration. See pages 20-21 for an explanation of the requirements for the Disability Pension.

If a Participant dies before retirement, then to make it possible for payments to begin with minimum delay, beneficiaries or a representative should contact the Administrative Office as soon as possible after the Participant's death. See the section on Pre-Retirement Death benefits, on pages 27-28.

The Administrative Office will provide information to properly authorized representatives on the Participant's eligibility and possible death benefits payable to the designated beneficiaries.

ANNUITY STARTING DATES

Generally, once processing of your application is completed and you are found to be eligible for a pension, your payments will become effective as of the LATEST of the following:

1) the first day of the month that is at least 30 days following the month during which you were provided a general explanation of the automatic forms of payment for married and unmarried applicants, and the optional forms of payment that are available (but see below regarding waiver of the 30-day notice period);

2) the first day of the month coinciding with or immediately following the day on which your application was filed with the Administrative Office; OR

3) the first day of the month following the month that includes your last day of Covered Employment.

This effective date is known as your "Annuity Starting Date." The actual commencement of your payments may be delayed for claims processing, but, once distribution begins, the pension will be effective as of your Annuity Starting Date.

For eligible retirees whose Annuity Starting Date, as described above, would be later than their Normal Retirement Date, the Plan also offers a Retroactive Annuity Starting Date ("RASD"), subject to the following requirements:

- A RASD can only go back to the LATER of your Normal Retirement Date or the first day of the month following your last day of Covered Employment; a RASD requires spousal consent; and a RASD must be affirmatively elected The Trust will pay interest at 4% per annum on the back payments under a RASD.

- Other than a RASD, the only other circumstance under which the Plan may pay benefits with respect to any months prior to your receipt of the general explanation of the QJSA and other forms of payment is the Auxiliary Disability Benefit (page 21).

Waiver of Minimum 30-day Notice Period for Distributions

By law, participants (and their Spouses, if any) have a 30-day notice period to decide if they want monthly benefits payable in a form other than the automatic form of payment that corresponds to their marital status on their Annuity Starting Date. If you and your Spouse elect an alternate form of payment (for example, the Single Life Annuity), then unless you elect to waive the minimum 30-day notice period and your spouse consents to that waiver, your Annuity Starting Date cannot occur—and neither may the actual distribution of your benefits begin—before this notice period ends. An election to waive the 30-day minimum waiting period will be valid as long as:

1) you are informed of the right to take at least 30 days to consider whether to waive the Qualified 50% Joint and Survivor Annuity and consent to receive an alternate form of payment; and

2) you are given at least seven days to change your mind and cancel an election to waive the automatic form of payment; and

3) distribution of benefits does not begin until after the seven-day period expires.

Although this waiver will theoretically allow the distributions of your benefits to begin as early as the eighth day after you were provided with the general written explanation of the available forms of payment, Administrative processing of your pension application may delay the issuance of your first benefit payment.

CLAIMS AND APPEALS PROCEDURES

See "How to Apply for Benefits" on page 33, and "Annuity Starting Dates" on pages 34-35 of this summary. The full text of the Plan's Claims and Appeals Procedures follows below.

No Employee, Participant, Retired Employee, Beneficiary, eligible dependent, or other person shall have any right or claim to benefits under the Trust and this Plan, or any right or claim to payments from the Fund, other than as specified in the Plan. Any dispute as to eligibility, type, amount or duration of benefits or any right under the Plan or claim to payments from the Plan shall be resolved by the Board or its delegate under and pursuant to the Trust and the Plan, and its decision of the dispute, right or claim shall be final and binding upon all parties thereto. No legal action may be brought for benefits under the Trust or the Plan or to enforce any rights thereunder until after the claim and any appeals therefor have been submitted to and finally determined by the Board or its delegate (which may include the Administrative Office and any subcommittee of the Board delegated authority regarding claims, or appeals of denials of claims), and only subject to such judicial review as may be required by applicable law.

Claim Filing

A claim shall be initiated by the filing of a completed and signed claim form. A claim shall be considered to have been filed as soon as it is received at such location as may be indicated on the claim form provided it is substantially complete, with all necessary documentation required by the form. If the form is not substantially complete, or if required documentation has not been furnished, the claimant will be notified as soon as reasonably possible what is necessary to complete the claim.

Claimants may pursue benefit claims and appeals through authorized representatives.

Initial Benefit Determination

A decision on the claim will normally be made within ninety (90) days after the completed claim has been received by the Plan. If additional time is required in special cases, the claimant will be notified in writing of the special circumstances requiring an extension of time and of the date by which the Plan expects to render the final decision, which extension will be not more than ninety (90) days from the end of the initial 90 day time period. Written notice of the extension shall be furnished to the claimant prior to the commencement of the extension.

Notice of Denial

If the claim is wholly or partially denied, written notice of the benefit determination will be mailed to the claimant containing the specific reason or reasons for the denial; specific reference to the pertinent Plan provisions on which the denial is based; a description of the additional material or information necessary for the claimant to perfect his claim; an explanation of why such material or information is necessary; an explanation of the Plan's review procedure and the time limits applicable to such procedure; and a statement of the claimant's right to sue under Section 502(a) of ERISA after exhaustion of the review procedures.

Failure to Make Determination Within Time Limits

If a claim is not acted upon by the Trustees within the time limits provided by this Section, the claimant may proceed to the appeal procedures.

Filing of Appeal

Any claimant whose claim is denied in whole or in part shall have the right to appeal to and request that the Board or its delegee review the matter. All such appeals must be made in writing and delivered to the Administrative Office by First Class Mail or personal delivery. The written notice of appeal must be received within 60 days after notification of the denial of the claim. Failure to file a written notice of appeal within the time period prescribed will operate as a failure to exhaust these administrative remedies, preventing the applicant from proceeding to court.

Scheduling of Appeal

The appeal will be decided by the Board of Trustees or its delegee that has been allocated the authority and responsibility for making a final decision in connection therewith. The properly filed appeal will be reviewed at the next regularly scheduled quarterly appeals meeting. However, if the notice of appeal is received by the Administrative Office within thirty (30) days preceding the date of such meeting, the appeal will be reviewed no later than the date of the second quarterly meeting following the Administrative Office's receipt of the notice of appeal. If there are special circumstances requiring a further extension of time a benefit determination will be rendered not later than the third quarterly appeals meeting following the Administrative Office's receipt of the notice of appeal. If such an extension of time for review is required because of special circumstances, such as a request for a hearing on the appeal, then prior to the commencement of the extension, the Administrative Office will notify the claimant in writing of the extension, describe the special circumstances and the date as of which the benefit determination will be made.

Appeal Procedures

The Claimant shall be entitled to submit in writing issues, comments, documents, records, and other information relating to a claim. In the discretion of the Board of Trustees or its delegee, the claimant may be allowed to appear in person at a hearing. The claimant shall be provided upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits. A document, records or other information is relevant if:

1) It was relied upon by the Plan in making the decision;

2) It was submitted, considered or generated (regardless of whether it was relied upon) in connection with the claim; or

3) It demonstrates compliance with the claims processing requirements.

The Board of Trustees or its delegee will review all comments, documents, records and other information submitted by the claimant related to the claim, regardless of whether such information was submitted or considered in the initial benefit determination. No deference will be afforded to the initial adverse benefits determination.

Decision of Board of Trustees

The Board of Trustees or its delegee will issue a written notice of benefit determination on review within five days after the determination is made. The notice will include:

1) Specific reasons for the decision, written in a manner calculated to be understood by the claimant.

2) Specific references to pertinent Plan provisions on which the decision is based.

3) 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.

4) A statement of the claimant's right to bring a civil action under ERISA § 502(a).

FEDERAL TAX WITHHOLDING

Benefits to be paid as a lump sum will be subject to mandatory 20% withholding for Federal Income Tax unless the individual to whom the payments are to be made elects to rollover such payments into another qualified retirement account. If you have any questions concerning the payment of benefits, you can call the Administrative Office, but you should consult with your own financial and/or tax advisor to select the best approach. **Neither the Board of Trustees nor the Administrative Office may give tax advice.**

SOME QUESTIONS AND ANSWERS ABOUT THE PLAN

Who Administers the Plan?

The Pension Plan is administered by a Board of Trustees made up of representatives of the Union and of the Employers. The actions of the Board of Trustees in administering the Plan are governed by an Agreement and Declaration of Trust. This agreement between the Union and the Employer Association provides that all money contributed to the Fund or earned by the Fund can be used only for the purpose of providing pensions, in accordance with the Plan Document, for the employees covered by the Pension Plan and for paying for the expenses of administering the Plan.

The Board of Trustees may amend or interpret the Plan Document from time to time. The Board of Trustees will make every effort to assure that you are informed of any changes in the Plan. In the event of any inconsistency between the Plan Document and this summary plan description (SPD), the Plan Document will prevail.

Who is Covered by the Plan?

The Plan covers employees working under the Collective Bargaining Agreement (CBA) for Employers obligated under the CBA to contribute to the Trust. Certain employees of the Union, on whose behalf the Union contributes to the Trust, also participate in the Plan although they are not covered by the CBA. Certain employees may be covered by participation agreements approved by the Trustees.

Do Benefits Under This Plan Affect Social Security Benefits?

No. Benefits under this Plan are in addition to benefits paid under Social Security.

Are Pension or Death Benefits Taxable?

Yes, but you should contact the Internal Revenue Service or your tax advisor regarding your individual situation. The Trust cannot give tax advice.

Can a Participant or Beneficiary Appeal if Benefits are Denied?

Yes. If you are denied a benefit or if you disagree with the type or amount of benefits allowed, then you have the right to appeal to the Board of Trustees. This must be done within 60 days of the date of the letter giving notice of the Board's decision. See pages 36-38 of this summary for the Plan's Claims and Appeals Procedures.

Are Documents Related to the Plan Available to Me?

Yes. The Plan Document and the summary plan description are available for inspection at the Administrative Office during regular business hours. On written request, copies will be supplied by mail, but no more often than once per twelve-month period. Copies of the Trust Agreement, Collective Bargaining Agreement and the annual report are also available for inspection. These

documents, too, can be supplied by mail on written request but a reasonable fee may be charged. You should find out what the charge will be before sending your request.

May Pension Benefits be Assigned?

Generally, no. A participant or beneficiary cannot assign any portion of their monthly pension under the Plan. This is prohibited by the Pension Plan, as well as ERISA and the Internal Revenue Code. In general you cannot assign, pledge, encumber, or otherwise alienate benefits payable under the Plan before receipt of those benefits.

However, the honoring of a qualified domestic relations order does not constitute a violation of this rule. A qualified domestic relations order is a judicial decree, judgment or order relating to child support, alimony payments or marital property rights under state domestic relations law, which meets certain requirements of the federal tax code. Copies of the Plan's procedures that apply to qualified domestic relations orders are available from the Plan Administrator (see page 26).

Another exception to the Plan's anti-assignment rule is for assigning benefits to the Health Trust for Retiree Health insurance coverage.

Must I retire when I reach Normal Retirement Age?

No. Prior to Required Beginning Date (page 3), commencement of your Pension is voluntary. However, your pension payments must commence no later than April 1 following the year in which you attain age 70½. If payments do not start by that date, you may be subject to a 50% excise tax. When you have reached your Required Beginning Date, cessation of employment is no longer a requirement to receive your monthly pension payments.

CHECKLIST: THINGS FOR YOU TO DO

Let Us Know Where You Are

Keep the Administrative Office informed of any change in your mailing address to make sure you get all important communications.

If Your Marital Status Changes

Inform the Administrative Office. See the Section on Forms of Payment (pages 22-25), especially the Qualified 50% Joint and Survivor Annuity (see page 3). Also see page 26 regarding Qualified Domestic Relations Orders.

If You Are Contemplating Retirement

Get the information you need and file your application prior to your expected retirement date. You will need copies of certain documents such as birth certificate, marriage certificate, etc. The Administrative Office can tell you what you need.

Keep Your Records

The accuracy and completeness of the records of your work in Covered Employment is an important factor in determining eligibility. You can protect yourself by checking the work records you receive. Try to keep pay vouchers, payroll check stubs and other evidence of employment you may receive until you are sure you have been credited for that work.

Designate A Beneficiary

If you are not married, for the protection of the person or persons you want the Plan's Death Benefits to go to, you should be sure that you have made your designated beneficiary known to the Administrative Office. If your beneficiary dies before you or for if any other reason you want to change your choice, you should inform the Administrative Office of your new choice. **If you have not already done so, please request a Beneficiary Form from the Administrative Office.**

Any Questions? Ask the Administrative Office

You should contact the Administrative Office about any questions you have about the Plan and your rights and benefits under it or about any disagreement or doubts you may have concerning your records. You can also check how much service you have, check your status regarding a Break in Covered Employment, etc. Remember, only information in writing signed on behalf of the Trustees can be considered official.

INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

Information required by the Act, as specified in Section 102(b) and the corresponding Labor Regulations.

1) The name and type of Plan.

Southern California Local 831-Employer Pension Plan.

The Plan is a qualified multiemployer defined benefit plan. A defined benefit plan has a definite formula for computing benefits based on a participant's work history.

This is a collectively bargained, joint-trusteed labor-management Trust.

2) Internal Revenue Service plan identification number and plan number.

The Employer Identification Number (EIN) issued to the Board of Trustees is 95-6035250. The plan number is 001.

3) Name and address of the Administrative Office for the service of legal process.

Attn: Administrator
Pacific Southwest Administrators, Inc.
1055 Park View Drive, Suite 111
Covina, CA 91724

4) Plan Sponsor Name and address of the Administrator.

The Board of Trustees is the Plan Sponsor and the Plan Administrator as those terms are defined by ERISA §3(16).

The Trustees have engaged the third party administrator named below to perform the routine administration of the Trust:

Pacific Southwest Administrators, Inc.
1055 Park View Drive, Suite 111
Covina, CA 91724
(626) 279-3080

5) Names and addresses of any Trustee or Trustees.

UNION TRUSTEES	EMPLOYER TRUSTEES
Mr. Steven Bigelow District Council 36 1155 Corporate Center Drive Monterey Park, CA 91754	Mr. Dustin Blaine Blaine Convention Services 114 S. Berry Street Brea, CA 92821
Mr. Jon Coley District Council 36 1155 Corporate Center Drive Monterey Park, CA 91754	Mr. Ron Brown Freeman Expositions, Inc. 2170 S. Towne Centre Pl. #100 Anaheim, CA 92806
Mr. David Henderson District Council 36 1155 Corporate Center Drive Monterey Park, CA 91754	Mr. Frank Muller Renaissance Management, Inc. 1265 Manassero Street, Suite 305 Anaheim, CA 92807
Ms. Arelys Mendez District Council 36 1155 Corporate Center Drive Monterey Park, CA 91754	Mr. Joe Steffan Nth Degree 27092 Burbank Avenue Foothill Ranch, CA 92610
Mr. Grant Mitchell District Council 36 1155 Corporate Center Drive Monterey Park, CA 91754	
Mr. Luis F. Robles District Council 36 1155 Corporate Center Drive Monterey Park, CA 91754	

6) Collective Bargaining Agreement information.

Upon written request to the Plan Administrator, Participants and beneficiaries may obtain a copy of the Collective Bargaining Agreements and a complete list of employers and employee organizations sponsoring the Plan. These documents are also available for examination by Participants and beneficiaries as required by Labor Regulations §§ 2520.104b-1 and 2520.104b-30.

7) Source of Contributions and Identity of Funding Medium.

Contributions to the Fund are made by signatory Employers on behalf of each Participant in accordance with their respective Collective Bargaining Agreements.

You may obtain a complete list of the employers and employee organizations sponsoring the plan upon written request to the Board of Trustees. The list is available for inspection by participants and beneficiaries at the Administrative Office.

You may also obtain from the Board of Trustees, upon written request, information as to whether a particular employer or employee organization is a sponsor of the plan and, if the employer or employee organization is a plan sponsor, the sponsor's address.

Benefits are provided directly from the Fund's assets, which are accumulated under the provisions of the Agreement and Declaration of Trust. The Fund's assets and reserves are held by Union Bank as custodial agents with asset management by R.V. Kuhns Investment Consulting, Inc.

8) Recordkeeping Period and Plan Year.

The Fiscal Year of the Plan ("Plan Year") as defined by ERISA section 3(39) is January 1 of any calendar year through December 31 of that same calendar year. The Plan Year is also the computation period for participation, vesting, breaks in covered employment, and generally for benefit accrual.

9) Eligibility for participation and benefits.

The Plan's requirements regarding eligibility for participation in the Plan are shown on page 4 of this summary, and the eligibility requirements benefits are shown on pages 6-7 of this summary.

10) Description of provisions for non-forfeitable pension benefits.

The Plan's requirements for vested status are shown on page 9 of this summary.

11) Procedure to Follow for Filing a Claim or Appeal.

The procedure for filing a claim for benefits under the Plan is described on page 36.

The procedure for filing an appeal for any decision of the Trustees regarding benefits and eligibility under the Plan is described on pages 37-38.

12) Normal Retirement Age.

The term Normal Retirement Age means age 60, or, if later, the fifth anniversary of participation in the Plan.

13) A description of joint and survivor benefits.

See page 23 of this summary regarding the Qualified 50% Joint and Survivor Annuity, which provides a lifetime benefit for a surviving spouse. Also see pages 24-25 relating to Joint and Survivor Options.

14) Description of circumstances which may result in disqualification, ineligibility, denial or loss of benefits.

Refer to page 4 of this summary with regard to the requirements to establish initial participation in the Plan and with regard to the requirements to maintain Active Participant status.

Refer to pages 6-7 of this summary with regard to the minimum threshold to earn benefit accrual in a given Plan Year.

Refer to pages 15-21 of this summary with regard to the eligibility requirements for the types of pensions available under this Plan.

Refer to page 21 of this summary with regard to a Disability Pensioner's loss of entitlement to Social Security Disability Benefits.

Refer to page 23 of this summary with regard to conditions related to the Plan's Qualified Joint and Survivor Annuity.

Refer to pages 10-11 of this summary with regard to the rules on One Year Breaks in Covered Employment, and Permanent Breaks in Covered Employment.

Refer to page33 of this summary with regard to the requirement of advance written application for benefits.

Refer to Section 9.3(a) and (b) of the Plan Document with regard to the Trustees' general power to recoup, offset, or recover overpayments made by the Fund. Refer to Section 9.3(c) of the Plan Document with regard to intentionally false statements by an applicant or pensioner that are material to a claim for benefits.

Refer to page 17 of this summary with regard to the offset of the value of accruals after Normal Retirement Date against the value of the actuarial adjustment months of delay between Normal Retirement Date and the Annuity Starting Date, as part of the Plan's method for calculating a Late Retirement benefit.

Refer to page 15 of this summary with regard to non-duplication of pension entitlement.

Refer to pages 30-32 of this summary with regard to prohibited employment for Pensioners and the Plan's definition of "retirement".

Refer to pages 31-32 of this summary with regard to suspension of pension payments for prohibited employment.

Refer to pages 31-32 of this summary with regard to the reinstatement following suspension of an Early Retirement Pensioner who had returned to employment prohibited for Pensioners and had been suspended.

The Trustees have approved a requirement that the only forum for any legal action against the Pension Plan or its Trustees is Los Angeles County, California and the United States District Court for the Central District of California.

Section 401(a)(17) of the Internal Revenue Code and related Treasury Regulations limit the maximum compensation that may be taken into account for plan purposes. The Plan's benefit formula uses contributions, but does not use compensation.

Refer to pages 47-48 of this summary with regard to plan termination.

The maximum annual benefit payable by the Plan is limited by section 415 of the Internal Revenue Code. That section imposes an annual dollar limit on the benefits that may be payable from a qualified trust. For 2019, that limit is $225,000. The flat dollar amount is further reduced if benefits start earlier than 62 or are paid in a form other than a single life annuity or a QJSA. This limit is adjusted periodically to reflect changes in the cost of living.

If the annual retirement benefit exceeds the maximum benefit permitted, the retired employee's benefit will be reduced to the limit then in effect. In following years, as cost of living increases raise the limits on benefits, payments may be increased.

15) Plan Termination.

The Pension Plan may be terminated in accordance with the Agreement and Declaration of Trust by an instrument in writing executed by the Trustees and the parties to the Trust Agreement.

In the event of termination, the Trustees shall apply the Trust Funds' Assets and Reserves to pay or provide for the payment of any and all obligations of the Trust Fund and shall distribute and apply any remaining surplus in such manner as will, in their opinion, best effectuate the purposes of the Trust Fund. However, no part of the assets or income of the Trust Fund shall be used or diverted to purposes other than for the exclusive benefit of the covered persons, their families, beneficiaries or dependents or the administrative expenses of the Trust Fund or for other payments in accordance with provisions of the Trust Fund. Under no circumstances shall any portion of the assets or income of the Trust Fund, directly or indirectly, revert or accrue to the benefit of Employers or the Union.

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively-bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee

limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) The date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at www.pbgc.gov.

16) Statement of ERISA Rights.

As a participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974. ERISA provides that all Plan Participants shall be entitled to:

17) 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 Employee Benefits Security 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, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a copy of the annual funding notice. The plan administrator is required by law to furnish each participant with a copy of this notice.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 60, or, if later, an applicable anniversary date) and if so, what your benefits would be at

normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

18) 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 pension benefit or exercising your rights under ERISA.

19) Enforce Your Rights

If your claim for a pension 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. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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.

20) 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, Employee Benefits Security 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 toll-free at (866) 444-3271 or by visiting the EBSA’s website at www.dol.gov/ebsa.

NOTES:

