

U.A. Local No. 447
Defined Contribution Plan

Summary Plan Description

Effective Date: January 1, 2018

Dear Participant,

This booklet summarizes the benefits provided by the U.A. Local No. 447 Defined Contribution Plan (the “Plan”). It explains how you earn benefits, when you become eligible for payment, and the choices available to you concerning the way your benefits will be paid.

This booklet includes many important changes and improvements adopted since the last publication in March 2005. The Trustees urge you to study the current rules so that you will understand your rights and obligations.

The Plan has been amended throughout the years to remain in compliance with the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. The Plan has been reviewed for compliance by the IRS and received a favorable determination letter.

Please remember that this booklet is only a summary. In the event of any dispute, the official language of the Plan document will be controlling. The complete Plan document is available for your review at the Administrative Office and at ualocal447.org.

Only the full Board of Trustees is authorized to interpret the Plan. The Board has discretion to decide all questions about the Plan, including questions about your eligibility for benefits and the amount of any benefits payable to you. No individual Trustee, employer or union representative has the authority to interpret this Plan on behalf of the Board or to act as an agent of the Board.

The Board has authorized the Administrative Office to respond in writing to your written questions. If you have an important question about your benefits, you should write to the Administrative Office for a definitive answer.

As a courtesy to you, the Administrative Office may also respond informally to oral questions. However, oral information and answers are not binding upon the Board of Trustees and cannot be relied on in any dispute concerning your benefits.

Plan rules and benefits may change from time to time. If this occurs, you will receive a written notice explaining the change. Please be sure to read all Plan communications and keep all amendments with this booklet.

Be sure to inform the Administrative Office immediately if your marital status changes or if you change your address.

Sincerely,

Board of Trustees

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SECTION I. HOW YOU EARN BENEFITS

This Plan is a defined contribution plan. This means that your benefits under this Plan are equal to the amount in your Participant Account. The size of your benefit will depend on the total amount of contributions made to the Plan and the amount of investment earnings credited to your account. You are immediately eligible to participate if you have been employed at any time in any Plan Year unless you are specifically excluded from the U.A. Local No. 447 collective bargaining agreement or a participation agreement. You are 100% vested in your benefit account at all times.

Prior to July 1, 2014, this Plan was deemed a “money purchase pension plan.” From July 1, 2014, the Plan is deemed a “profit sharing plan.” These terms are defined in the Internal Revenue Code and relate to how contributions are made to your Participant Account. Also effective July 1, 2014, the Plan includes a 401(k) option. Under the 401(k) option, you can defer compensation and make contributions on a tax free basis. Any participant-elected deferrals you make on or after July 1, 2014 will be sent to your 401(k) account (“401(k) Account”). Employer contributions made prior to July 1, 2014 will be sent to your money purchase account (“401(a) Account”). Employer contributions made on or after July 1, 2014 will be sent to your nonelective employer contribution account (“PSP Account”). All contributions are distributed into your Participant Account, which is comprised of three separately maintained accounts – your PSP Account, your 401(a) Account, and your 401(k) Account. These accounts are explained in greater detail below.

EMPLOYER CONTRIBUTIONS

The collective bargaining agreements between U.A. Local No. 447 and various employers and employer associations require each participating employer to contribute to a trust fund at a specified rate per hour for hours worked in covered employment by each of their employees. Your contribution rate will vary depending on your job classification. Your benefits under the Plan are funded in part out of such contributions. You also earn benefits under the Plan if you are employed by U.A. Local No. 447, the JAC Training Fund or the Plan and your employer makes contributions on your behalf pursuant to a written participation agreement.

Employer contributions made before July 1, 2014 are “money purchase” contributions and will be separately maintained in your 401(a) Account within your Participant Account including any earnings or losses associated with these contributions. Employer contributions made on and after July 1, 2014 are nonelective employer contributions and will be separately maintained in your PSP Account within your Participant Account including any earnings or losses associated with these contributions.

401(k) CONTRIBUTIONS

Effective July 1, 2014, you may elect to have your Employer defer a designated amount of your compensation on your behalf. The selected amount is withdrawn from your compensation on a pre-tax basis and will be deposited into your 401(k) Account within the time prescribed by the IRS. Initial deferral elections and changes thereto must be made in accordance with administrative procedures and as provided under the Collective Bargaining Agreement. Contact the Administrative Office for more information regarding how to set up and manage your 401(k) deferrals.

All 401(k) contributions made on and after July 1, 2014 will be separately maintained in your 401(k) Account including any earnings or losses associated with these contributions.

EXCESS ELECTIVE DEFERRALS

Every year, the IRS sets a limit for the amount of money that you can defer into your 401(k) Account. If, throughout the year, you defer too much of your salary into your 401(k) Account, you will build up an "excess" in that Account. In order to keep the Plan in compliance, and to avoid an IRS tax penalty on your benefit, the Plan will distribute the Excess Elective Deferral (the difference between what you deferred and the IRS limit) to you each year, prior to April 15th. If your total deferral amount is more than the IRS limit for a given year, you must notify the Administrative Office and ask that your Excess Elective Deferral be paid out to you. Excess Elective Deferrals will be adjusted for any income or loss through the end of the calendar year in which the Elective Deferrals were made.

Your claim for distribution of your Excess Elective Deferrals must be submitted to the Administrator in writing no later than March 1. The claim must specify your Excess Elective Deferrals for the preceding calendar year, and must be accompanied by your written statement that if the Excess Elective Deferral amount is not distributed, it will, when added to amounts deferred under other plans or arrangements described in Sections 401(k), 408(k) or 403(b) of the Internal Revenue Code, exceed the limit imposed by the Internal Revenue Code.

RECIPROCITY

Traveling members working within the jurisdiction of Local No. 447 may arrange to have the contributions they earn forwarded to the plan maintained by their home local by completing a reciprocity card. Contributions will not be forwarded to another plan without written authorization.

SELF-DIRECTED AND TRUSTEE-DIRECTED PROGRAMS

The Plan is comprised of a Trustee-Directed and Self-Directed benefit program. Your Trustee-Directed Account is comprised of 401(k) and employer contributions made on your behalf plus a pro rata share of the net investment earnings in the Trustee-Directed Account. Your Self-Directed Account is comprised of 401(k) and employer contributions made on your behalf plus

net investment earnings in your Self-Directed Account. If you are receiving contributions, then interrupt your employment to serve in the military, and later return to covered employment, you may be entitled to additional employer contributions for your period of military service. Ask the Administrative Office for further details.

The Trustees implemented the Self-Directed benefit program effective July 1, 2000. You may enroll in the Self-Directed benefit program annually during the open enrollment period in May, to become effective with July hours. During open enrollment, you may choose to allocate up to 100% of your future contributions and up to 50% of your June 30, 2000 Trustee-Directed Account to your Self-Directed Account, or if you currently have monthly contributions allocated to your Self-Directed Account, you may change that allocation percentage. Additionally, you may transfer any or all of your Self-Directed Account back to the Trustee-Directed Account. Contributions not going to your Self-Directed Account will automatically be invested in the Trustee-Directed Account.

Through the Self-Directed benefit program, you may choose to invest in a variety of different funds with different risk characteristics ranging from conservative to aggressive. You select the percentage of your contribution to self-direct and the percentage that is invested in each fund. You may contact the Administrative Office for additional information regarding the funds available to you.

If you choose not to self-direct, your current account and 100% of your future contributions will remain in the Trustee-Directed Account, which is invested by professional asset managers selected by the Board of Trustees.

Participant Responsibility

The most important aspect of the Self-Directed program is that you are fully responsible for the investment allocation of funds transferred from the Trustee-Directed Account to your Self-Directed Account. Your Self-Directed Account will not share in the gains or losses of the Trustee-Directed Account, but only in the dividends, gains and/or losses of the Self-Directed funds in your Self-Directed Account. Your account may be charged for reasonable expenses incurred in carrying out your investment instructions. You are also responsible for any annual operating expenses associated with a particular investment option including management fees, transaction fees and other expenses.

Since you are responsible for allocating the funds in your Self-Directed Account, the Trustees require that you attend an educational seminar before participating in the program and recommend that you participate only if you are willing to make the effort to learn about the investment options available to you and are prepared to take the risks that apply to any investment. You will receive notice of the date and time the educational seminars are offered or you may contact the Administrative Office at (916) 457-0821.

404(c) Notice

The Self-Directed portion of the Defined Contribution Plan is intended to constitute an ERISA Section 404(c) plan. That means that you “exercise control” over the investments in your Self-Directed Account. You choose between the investment options offered. This allows you to invest in the way that best meets your personal goals. The Trustees and other fiduciaries of the Plan may be relieved of liability for any losses that your account may experience as a result of investment choices made by you or your beneficiary.

You will receive prospectuses for all investment options under the Self-Directed benefit program when you attend an educational seminar. In addition, as a Plan participant, you may request certain additional information by contacting the Administrative Office.

SECTION II. WHEN YOU CAN RETIRE

If you wish to retire, please contact the Administrative Office for a retirement application package (including related tax withholding forms) no more than one hundred eighty (180) days before you want your benefit payments to begin.

You will not be considered retired and eligible for benefits under the Plan unless you terminate employment. A termination occurs, with respect to contributions made on or after July 7, 2004, when you work less than 300 hours in covered employment during a Plan Year (July 1 to June 30). A termination occurs, with respect to contributions made prior to July 7, 2004, when you work less than 40 hours during any month, or less than 300 hours overall, in covered employment during a Plan Year. You are also considered terminated if you are totally and permanently disabled. See Section VII for the rules regarding suspension of payments if you return to employment.

The following retirement eligibility options apply upon your termination from employment:

1. *Normal retirement.* Your normal retirement date is the date you reach age 63. You are eligible to begin receiving your benefits at any time on or after your 63rd birthday. Benefits are not payable before age 63 unless you qualify for early retirement, disability retirement, or you terminate employment.
2. *Deferred retirement.* You are not required to begin receiving benefit payments at age 63. If you wish, you may postpone your benefit payments, whether or not you are still working. As long as you continue to work under a collective bargaining agreement or participation agreement providing for contributions to this Plan, your account will be credited with the hourly contributions specified by the agreement. Until your benefit account is paid to you, it will continue to be credited with investment earnings from your Trustee-Directed and/or Self-Directed accounts. You may elect to commence

benefits once you reach age 70 ½ even if you are still working. Once you terminate employment, you must commence benefits no later than your required beginning date (April 1st of the calendar year following the year you reach 70½).

3. *Early retirement.* If you qualify for and are receiving early retirement benefits from the U.A. Local No. 447 Pension Plan, you are also eligible for early retirement benefits from this Plan if you have a balance in your Participant Account. If you are eligible, early retirement benefits are payable at any time after you reach age 53. If you cease to be eligible for early retirement benefits from the Pension Plan, you will also lose eligibility under this Plan.
4. *Disability retirement.* If you become totally and permanently disabled, you are entitled to begin receiving benefits regardless of your age. The Trustees require a Social Security Disability Award to establish the existence of a total and permanent disability. Exceptions are permitted only for individuals who have applied for a Social Security award, who suffer from a terminal illness and whose life expectancy is less than twelve (12) months at the time of application, as certified by his or her treating physician who is a medical doctor. You may also be eligible to receive benefits upon your termination from employment. See Section V for further details.

SECTION III. PAYMENT OF RETIREMENT BENEFITS

When you retire, you may choose the form in which your benefits will be paid. If you are married, benefits will be paid as a joint & survivor annuity (see option 5 below) unless you receive spousal consent to choose a different option. You are not allowed to change the form of payment after you have begun receiving benefits.¹ The payment forms available are:

1. Lump sum payment equal to the entire value of your Participant Account. If you elect this option, under your Trustee-Directed Account, 80% of your lump sum will be paid upon your elected retirement date or after your termination from employment, as defined in Section V, and 20% will be paid following the update of your quarterly investment earnings. Under your Self-Directed Account, 100% of your lump sum will be paid upon your elected retirement date or after your termination from employment.
2. Equal monthly payments until your account balance runs out. You select the amount of the monthly payment. Your monthly payments must equal or exceed the minimum amount required by law.

¹ If you choose option 2 or 3, you may later decide to receive your remaining monthly payments as a lump sum after payments commence.

3. Partial lump sum followed by equal monthly payments until your account balance runs out. You select the amount of the partial lump sum and the amount of the monthly payment. Only one (1) partial lump sum is permitted. Your monthly payments must equal or exceed the minimum amount required by law.
4. Monthly annuity for your lifetime. If you choose this form, the Plan will purchase a commercial annuity from a life insurance company or other financial institution on your behalf. The amount of monthly payment will be disclosed before you elect this method. If you choose this form and are not married, you will receive a single life annuity, which provides a monthly benefit for your lifetime. The amount of the annuity will depend on current interest rates and your life expectancy. If you are married, you will receive a 50% or 75% joint and survivor annuity (either option may be chosen without spousal consent), which provides a reduced monthly benefit for your lifetime and, after your death, a monthly payment to your spouse equal to 50% or 75% of the monthly amount paid to you. The monthly amounts will vary depending on the survivor percentage you elect (50% or 75%), current interest rates, and you and your spouse's age upon retirement. No adjustment is made to your monthly benefit if your spouse predeceases you. The amount of the annuity under a single life annuity and a 50% or 75% joint and survivor annuity will be actuarially equivalent.

If you are married and you do not wish to receive the 50% or 75% joint and survivor annuity, you may select another form of benefit with your spouse's consent. This consent must be in writing, witnessed by a notary public and obtained within one hundred eighty (180) days of your annuity start date.

If you elect a lump sum or partial lump sum form of payment, you may direct the Plan to pay all or any part of your benefit directly to an Individual Retirement Account, including a Roth IRA, or to another tax-qualified pension plan. The amount rolled over to a traditional IRA or another plan will not be subject to income taxes until you withdraw it.

You may alternatively elect to transfer all or a portion of your account balance to the U.A. Local No. 447 Pension Plan and receive a monthly benefit which is actuarially equivalent (determined in accordance with presiding law) depending on your age and selected payment option upon retirement. The amount of your transfer cannot be less than \$10,000 (no maximum), must be payable in the same form as your Pension Plan benefit and, if you are married, requires your spouse's written and notarized consent.

Any lump sum or partial lump sum amount that is not rolled over is subject to mandatory 20% withholding for federal income tax.

Failure to make an election to distribute your benefit could result in an automatic rollover to an individual retirement plan selected by the Trustees. You will be notified should this occur.

SECTION IV. DEATH BENEFIT

If you are single and die before receiving your entire account balance, your designated beneficiary will receive the remainder of your account balance in a lump sum. If you are married and die before retirement, your spouse may provide consent to receive payment in the form of a lump sum, otherwise he or she will receive the remainder of your account balance in the form of a commercial life annuity payable over your spouse's life expectancy. Your spouse may elect to receive payments within a reasonable time following your death or any time thereafter but payment cannot commence any later than the date you would have reached your required beginning date (April 1st following the calendar year in which you would have turned age 70½). If you die without having named a beneficiary, your account will be paid to the first recipient(s) on the following list: (1) your surviving spouse, (2) your surviving children in equal shares, (3) your surviving parents in equal shares, and (4) your estate.

If you marry after designating a beneficiary and before your annuity start date, your prior beneficiary designation is automatically revoked and all death benefits will be paid to your spouse unless your spouse consents to your designation of a different beneficiary prior to your death.

If you designate your spouse as your beneficiary and your marriage later terminates before your annuity start date, your beneficiary designation is automatically revoked. This does not apply if your marriage terminates after election of a 50% or 75% joint and survivor annuity. If the Administrative Office receives a Qualified Domestic Relations Order (QDRO), benefits will be split in accordance with the order. See Section X for further details.

Beneficiary designation forms are available at the Administrative Office. If you are married and designate a beneficiary other than your spouse, your spouse must consent in writing to your designation of the non-spouse beneficiary and such consent must be witnessed by a notary public.

If your beneficiary is your spouse and he or she elects a lump sum payment, the payment may be directly rolled into a traditional or Roth IRA. If your beneficiary is not your spouse, he or she may elect a rollover into an inherited IRA. Please contact the Administrative Office for more information.

If a Participant dies while performing qualified military service (as defined in the Internal Revenue Code), on or after January 1, 2007, the survivors of the Participant are entitled to benefits provided by the Plan. The benefits available do not include any benefits accrued

relating to the period of qualified military service. Benefits will be provided as if the Participant has resumed employment then terminated employment on account of death.

SECTION V. BENEFITS FOLLOWING TERMINATION OF EMPLOYMENT

If you wish to receive benefits upon your termination from employment and your Participant Account balance is \$5,000 or less, you are entitled to receive your entire Participant Account balance in a lump sum payment. If your Participant Account balance is more than \$5,000 and you are not married, you are entitled to receive your Participant Account balance in any applicable form of benefit listed in Section III. If your Participant Account balance is more than \$5,000 and you are married, you are entitled to receive your Participant Account balance in the form of a joint and survivor annuity or, with spousal consent, a different form of benefit listed in Section III. Spousal consent must be in writing, witnessed by a notary public and obtained within one hundred eighty (180) days of your annuity start date.

You are considered terminated, with respect to contributions made on or after July 7, 2004, when you work less than 300 hours in covered employment in a Plan Year (July 1 through June 30). You are considered terminated, with respect to contributions made prior to July 7, 2004, when you work less than 40 hours during any month, or less than 300 hours overall, in covered employment during a Plan Year.

Under the Internal Revenue Code, you cannot receive this benefit unless you have terminated your employment relationship with the last employer in whose employment you last earned benefit credit under the Plan and have no intention of returning to the plumbing and pipefitting industry. See Section VII for the rules regarding suspension of payments if you return to employment.

SECTION VI. INCOME TAX

All benefits paid by this Plan are subject to Federal income tax and may be subject to state income taxes depending on where you live when you receive benefits. Lump sum and partial lump sum payments received before age 55 may be subject to a 10% Federal surtax.

Generally, the Administrator will withhold Federal and/or state income taxes from your benefit payments in accordance with your written instructions. Lump sum and partial lump sum payments are subject to mandatory 20% withholding for Federal income tax unless the payment is made directly to an Individual Retirement Account or to another qualified plan. You are required to complete income tax withholding forms before any benefits will be paid. If you elect no withholding or insufficient withholding, you will be liable for the unpaid taxes and may be liable for penalties.

The Trustees recommend that you consult your tax advisor before making a final decision about the form of your benefit payment and the amount of income tax you want the Plan to withhold.

SECTION VII. SUSPENSION OF BENEFITS

The following section applies only if your benefit is being paid in the form of an annuity or other periodic payment.

If you retire at any time and commence annuity or periodic payments, then return to work in the plumbing and pipefitting industry anywhere in the State of California for 40 or more hours per month, your benefit will be suspended. Generally, if your benefits are suspended after returning to employment, they will not recommence until the third calendar month after you notify the Plan in writing that you have ceased employment in the industry. However, if you elect early retirement and return to work for 40 or more hours per month in the plumbing and pipefitting industry prior to age 63, you will not be eligible for further benefit payments until you subsequently retire on or after you reach age 63. If, however, you return to employment after recovering from disability, your disability benefits will be suspended while you remain in employment but will immediately resume upon re-retirement.

You must notify the Administrative Office in writing if you plan to engage in such work, giving the name and address of the employer, the job site, and the probable length of employment.

If you fail to provide the required notice and engage in such employment, the Plan will assume that you worked at least 40 hours each month you were employed. If you worked on a construction site, the Plan will assume you worked at least 40 hours every month that your employer performed work at that site.

Monthly benefits will not be suspended because of employment as an Inspector for a city, county or the State of California.

If you are not certain whether accepting a particular job will result in suspension of your benefits, you may request a decision in advance by writing to the Administrative Office.

SECTION VIII. HOW TO APPLY FOR BENEFITS

Application forms and income tax withholding forms are available from the Plan's Administrative Office. You will need to provide evidence of your age, your spouse's age and your marital status. If you are divorced, you will need to provide a copy of the court order(s) terminating your marriage and approving your property settlement.

You must complete the application procedure not earlier than one hundred eighty (180) days before you want your benefits to begin. Plan investment earnings are calculated and credited

to participant accounts according to formulas set by the Board of Trustees. Please contact the Administrative Office for further information.

SECTION IX. CLAIM REVIEW PROCEDURE

INITIAL CLAIM FOR BENEFITS OTHER THAN DISABILITY BENEFITS

The initial determination of benefits will be made within a reasonable period of time but not longer than 90 calendar days after the Administrative Office receives your application for benefits and all required information. (If all required information is not received with your application, and you are notified of this by the Administrative Office, the 90-day period for making the initial determination will be suspended during the time you are obtaining the additional information.)

If the Administrative Office determines that special circumstances require an extension of time for processing your claim, the Administrative Office will notify you, in writing, prior to the expiration of the 90 days of the circumstances requiring the extension of time and the date by which the Plan expects to make a determination. The extension cannot be more than 90 calendar days from the end of the initial 90-day period.

INITIAL CLAIM FOR DISABILITY BENEFITS

The initial determination of benefits will be made within a reasonable period of time but not longer than 45 calendar days after the Administrative Office receives your application for benefits and all required information. (If all required information is not received with your application, and you are notified of this by the Administrative Office, the 45-day period for making the initial determination will be suspended during the time you are obtaining the additional information.)

The initial 45-day period may be extended for up to 30 calendar days, to a total of 75 calendar days, if an extension is necessary due to matters beyond the Plan's control. The Administrative Office will notify you, in writing, prior to the expiration of the initial 45-day period of the circumstances requiring the extension of time and the date by which the Plan expects to make a determination.

If the Plan needs a second extension of time to make a determination due to circumstances beyond its control, you will be notified of an extension of up to 30 calendar days, or a maximum of 105 calendar days after the initial receipt of your application. Before the end of the first 30-day extension period, the Administrative Office will notify you, in writing, of the circumstances requiring the extension and will give you a new date by which a determination will be made.

NOTICE OF CLAIM DENIAL

If the Plan denies your application for benefits, in whole or in part, you will be notified in writing of the determination and be given the opportunity for a full and fair review of the benefit decision. The written notice of denial shall include:

1. The specific reason(s) for the denial;
2. The specific reference to pertinent Plan provision(s) on which the denial is based;
3. A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary;
4. A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review; and
5. For a claim for disability benefits only, the internal rule, guideline, protocol or other similar criterion, if any, relied upon in making the adverse determination and an explanation of the scientific or clinical judgment for the determination if based on medical necessity or other similar exclusion or limitation.

RIGHT TO APPEAL

If you apply for benefits and your claim is denied, or if you believe that you did not receive the full amount of benefits to which you are entitled, you have the right to petition the Board of Trustees for reconsideration of its decision. Your petition for reconsideration:

1. Must be in writing; and
2. Must state in clear and concise terms the reason(s) for your disagreement with the decision of the Board of Trustees; and
3. May include documents, records, and other information related to your claim for benefits; and
4. Must be filed by you or your duly authorized representative with the Administrative Office within 60 calendar days after you received notice of denial. In the case of a claim for disability benefits, your petition for reconsideration must be filed with the Administrative Office within 180 calendar days after you received notice of denial. Failure to file an appeal within these time limits will constitute a waiver of your right to a review of the denial of your claim. A late application may be considered if the Board of Trustees finds that the delay in filing was for reasonable causes.

Upon request, you or your duly authorized representative will be provided, free of charge, reasonable access to and copies of all documents, records, and other information relevant to

your claim for benefits, including the identification of medical or vocational experts whose advice was obtained by the Plan in connection with your adverse benefit determination without regard to whether such advice was relied upon in making the determination. In the case of a claim for disability benefits, any statement of policy or guidance with respect to the Plan concerning the denial of disability benefits, without regard to whether such advice or statement was relied upon in making the benefit determination.

REVIEW OF APPEAL

The Trustees are required to review your appeal and notify you in writing of their decision no later than 60 calendar days after your appeal is submitted (45 for disability benefits). The written notice of an adverse benefit determination must include the reasons for the decision, the specific Plan provision on which the decision is based, a statement that you are entitled to receive upon request and free of charge reasonable access to and copies of all documents and other relevant information regarding your claim, any additional appeal procedures available, and a statement of your right to bring a civil action under ERISA. The written notice of an adverse determination of a claim for disability benefits will also include the specific rule, guideline, protocol or other similar criterion, if any, relied upon in making the adverse determination and an explanation of the scientific or clinical judgment for the determination if based on medical necessity or other similar exclusion or limitation.

In special circumstances additional time may be needed to handle your appeal. In such cases you will be notified of a delay in the decision and the reason for it. If an extension of time is necessary to review an appeal, the appeal will be decided within 120 calendar days after it is submitted. If an extension of time is necessary to review an appeal of a disability benefit claim, the appeal will be decided within 90 calendar days after it is submitted.

The Board of Trustees will review all submitted comments, documents, records and other information related to your claim, regardless of whether the information was submitted or considered in the initial benefit determination. The Board of Trustees will not give deference to the initial adverse benefit determination.

In deciding an appeal that is based in whole or in part on a medical judgment, the Board of Trustees will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional shall not be an individual who was consulted in connection with the initial adverse benefit determination, nor a subordinate of that individual.

The Trustees have discretion to interpret Plan documents and to make any factual determinations relevant to your appeal. Their decisions are subject to review only for abuse of

discretion. No legal action may be brought or maintained against the Plan more than 2 years after a claim has been denied.

If you are dissatisfied with the Trustees' decision on your appeal, you may request review by an arbitrator. You must submit your request for arbitration in writing within sixty (60) calendar days after you receive the Trustees' decision on your appeal. The arbitrator's decision is final and binding, except as otherwise required by law.

If you have questions concerning the appeal procedure, please write to the Administrative Office.

SECTION X. DIVIDING PLAN BENEFITS IF YOUR MARRIAGE TERMINATES

If your marriage ends in divorce, your former spouse's designation as beneficiary is automatically revoked. You and your former spouse may agree to divide your benefits as part of your marital property settlement. If your former spouse is to receive any part of your benefit, you must obtain a court order that meets certain legal requirements, known as a Qualified Domestic Relations Order (QDRO). The Plan reviews all court orders concerning your benefit to determine if they are qualified under the law. The Plan does not examine the fairness of your property settlement. You and your former spouse are responsible for protecting your own interests when you agree to a QDRO. Benefit payments to your former spouse under a marital property settlement cannot begin until the earliest date you would be eligible to receive a distribution from the Plan. You may receive a copy of the Plan's QDRO procedures, as well as a sample QDRO from the Administrative Office at no charge.

It is important to understand that if your property settlement attempts to divide your benefits without satisfying the QDRO rules, or if it fails to address your former spouse's potential claim to your benefit, you may have to obtain an additional court order when you are ready to retire. This could delay the commencement of your benefit payments.

Please contact the Administrative Office if you have any questions regarding QDROs and their administration.

SECTION XI. NOTICE OF PARTICIPANTS' RIGHTS

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

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

1. Examine, without charge, at the Administrative Office and at other specified locations, such as worksites and union halls, all Plan documents, including insurance contracts, 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.
2. Obtain, upon written request to the Administrative Office, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrative Office may charge a reasonable amount for the copies.
3. Receive a summary of the Plan's annual financial report. The Board of Trustees is required by law to furnish each participant with a copy of this summary annual report.
4. Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age, age 63, 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 benefit, the statement will tell you how many more years you have to work to get a right to a benefit. 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.

PRUDENT ACTION BY PLAN FIDUCIARIES

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of this 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 benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial, and you have the right to have the Plan review and reconsider your claim, as described elsewhere in this booklet.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 Trustees to provide the materials and pay you up to \$110 per day until you receive the information, unless the materials were not

sent because of reasons beyond the Trustees' control. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about your Plan, you should contact the Administrative Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrative Office, 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, DC 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.

SECTION XII. ADDITIONAL PLAN INFORMATION

A copy of the specific provisions of the collective bargaining agreement applicable to your benefits is available from either the Administrative Office or your Local Union Office. A charge may be made by the Administrative Office to provide you with this information. A copy of the complete collective bargaining agreement is available from your Local Union Office.

A complete list of employers sponsoring this Plan is available for examination at the Administrative Offices or your Local Union Office and is available for examination by participants and beneficiaries as required under ERISA 2520.104(b)-1 and 2520.104(b)-30. A copy may be obtained upon written request to the Administrative Office. A charge may be made by the Administrative Office to provide you with this information.

The Plan has been approved by the Internal Revenue Service. The IRS may require Plan changes at any time, and, if so, this Summary Plan Description will be revised to reflect the changes.

The Trustees intend to continue this Plan indefinitely. However, they reserve the right to amend the Plan or to discontinue it entirely if such action is necessary. The Plan also may be changed or terminated as a result of decisions made in collective bargaining. No amendment will reduce a participant's account balance. No part of the Plan assets may be refunded to any of the sponsoring employers or employer associations.

The benefits under this Plan are not insured by the Pension Benefit Guarantee Corporation (PBGC) because the Plan is a defined contribution plan and only benefits under a defined benefit pension plan are insured by the PBGC.

Type of Plan:	Defined Contribution
Plan's IRS Identification Number:	68-0401920
Plan Number:	002
Plan Year:	July 1 to June 30
Plan Administrator:	Board of Trustees 5841 Newman Court Sacramento, California 95819
Agent for Service of Legal Process:	George M. Kraw Kraw Law Group 605 Ellis Street, Suite 200 Mountain View, CA 94043

Service of legal process may also be made upon the Plan Administrator or any Trustee.

Actuary:	Rael & Letson 378 Vintage Park Drive Foster City, California 94404
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The names and addresses of the persons who currently constitute the Board of Trustees are as follows:

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