

**Warehouse Employees Union
Local No. 730
and Contributing Companies'
Prepaid Legal Services Fund**



**SUMMARY PLAN DESCRIPTION
September 2018**

ADMINISTRATIVE MANAGER

Receives and manages contributions
Keeps eligibility records
Provides information about the Plan

**The Administrative Manager is:
Associated Administrators, LLC**
www.associated-admin.com

Participant Services

1-800-730-2241

Fund Offices

911 Ridgebrook Road
Sparks, MD 21152-9451
1-800-730-2241

and

8400 Corporate Drive, Suite 430
Landover, MD 20785-2361
301-459-3020 or 1-800-638-2972

Hours

8:30 a.m. to 4:30 p.m., Monday through Friday

September 2018

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Dear Participant:

The Warehouse Employees Union Local No. 730 and Contributing Companies' Prepaid Legal Services Fund (the "Plan") was established by Teamsters Local Union No. 730 and your Employer as part of a collective bargaining agreement to service your legal needs. The Plan provides important and frequently needed personal legal services to active Teamsters members and their dependents. Improvements have been made over time to keep pace with changing conditions and to reflect the desire of your Union and Employer to provide you the best benefits possible.

This Summary Plan Description summarizes your benefits, rights, and obligations under the Plan. It is not a contract. The Plan is governed by a detailed Agreement and Declaration of Trust and rules and regulations adopted by the Union and Employer Trustees of the Warehouse Employees Union Local No. 730 and Contributing Companies' Prepaid Legal Services Fund ("Plan documents"). These documents are available for your inspection at the Fund Office. In the event of a conflict between this Summary Plan Description and the Plan documents, Plan documents will always govern. This Summary Plan Description replaces and supersedes all previous descriptions concerning the Plan.

Not every person or service is covered, so please read this Summary Plan Description carefully so that you will be familiar with your benefits and the Plan's eligibility requirements. We hope that you will share our pride in your Plan and the measure of security it provides to those who work in the industry.

Sincerely,

BOARD OF TRUSTEES

BOARD OF TRUSTEES

Union Trustees

Ritchie Brooks, Chairman
Warehouse Employees
Local Union No. 730
2001 Rhode Island Avenue, NE
Washington, DC 20018

Larry Hudson
Warehouse Employees
Local Union No. 730
2001 Rhode Island Avenue, NE
Washington, DC 20018

Reginald Jackson
Warehouse Employees
Local Union No. 730
2001 Rhode Island Avenue, NE
Washington, DC 20018

Tyrone Richardson (Alternate)
Warehouse Employees
Local Union No. 730
2001 Rhode Island Avenue, NE
Washington, DC 20018

Employer Trustees

Michael Bull, Secretary
Fund Office
911 Ridgebrook Road
Sparks, MD 21152-9451

Lynell Johnson
Fund Office
911 Ridgebrook Road
Sparks, MD 21152-9451

Jason Paradis
Fund Office
911 Ridgebrook Road
Sparks, MD 21152-9451

Billye Pounds (Alternate)
Giant Landover - Distribution
8580 Old Dorsey Run Road
Jessup, MD 20794

Fund Administrator
Associated Administrators, LLC
911 Ridgebrook Road
Sparks, MD 21152-9451

Legal Counsel
Blank Rome LLP
1825 Eye Street, NW
Washington, DC 20006-5403

Auditor
Novak Francella, LLC
7226 Lee DeForest Drive
Suite 201
Columbia, MD 21046

Clerical Error:

If a clerical error or other mistake occurs, that error does not create a right to Benefits. These errors include, but are not limited to, providing misinformation on eligibility or Benefit coverages or entitlements. The terms of this Plan may not be amended by oral statements made by the Plan Sponsor, the Fund Administrator, or any other person. In the event an oral statement conflicts with any term of the Plan, the Plan terms will control. It is your responsibility to confirm the accuracy of statements made by us or our designees, including the Fund Administrator, in accordance with the terms of this Summary Plan Description and other Plan documents.

FACTS ABOUT THE PLAN

Plan Name: Warehouse Employees Union Local No. 730 and
Contributing Companies' Prepaid Legal Services Fund

Plan Sponsor: Board of Trustees

Employer Identification Number: 22-3408915

Plan Number: 501

Type of Plan: This Plan is maintained to provide legal benefits.

Administration:

This employee benefit plan is administered by a joint Board of Trustees, who act as the Plan fiduciaries. Three Trustees are appointed by the Union and three by sponsoring Employers. The Board has contracted with Associated Administrators, LLC to handle the day-to-day administration of the Fund; however, the Trustees have the final authority to make decisions regarding interpretation of the Plan and a Participant's eligibility for benefits.

Contact Information for the Administrator:

Board of Trustees
Warehouse Employees Union Local No. 730 and
Contributing Companies' Prepaid Legal Services Fund
911 Ridgebrook Road
Sparks, MD 21152-9451
1-800-730-2241

Contributions, Employers, and Authorizing Documents:

All contributions to the Fund are made based on Collective Bargaining Agreements between the Warehouse Employees Union Local No. 730 ("Local 730"), Local No. 922, or Local No. 67 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America ("Teamsters Local 922"), and the contributing employer or other participation Agreements approved by the Fund's Trustees. A copy of any such Agreement may be obtained by Participants and beneficiaries upon written request to the Plan Administrator, and is available for examination by Participants and beneficiaries. The contributions are paid according to the rates set forth in those Agreements.

The Fund invests these contributions with the assistance of professional asset managers. The Fund pays benefits from these contributions and the earnings on the investments. As of the date of printing this Summary Plan Description, the Fund's assets are held in the custody of PNC Bank, N.A.

This booklet contains a list of the employers who contribute to the Fund as of the date of publication. Upon written request to the Administrator, you may obtain a copy of a current list of contributing employers with their addresses. Also available for inspection or copying at the Fund Administrator's Office ("Fund Office") are the documents establishing and maintaining the Fund.

Plan Funding:

Your Employer pays a contribution to the Fund each month based on the terms contained in the Collective Bargaining Agreements negotiated with the Union. These funds are held in the Warehouse Employees Union Local No. 730 and Contributing Companies' Prepaid Legal Services Fund. The Fund also earns income from the investment of these contributions.

Plan Changes:

The Trustees intend to continue the Plan and the services described above indefinitely. Nevertheless, the Trustees reserve the right, to the extent permitted by law and subject to the provisions of any pertinent collective bargaining agreement, but otherwise in the Trustees' sole discretion, to terminate, merge, consolidate, transfer, or amend the Plan and amend or eliminate benefits, in whole or in part, by resolution, at any time and without advance notice, and for any reason. For example, the Plan may be terminated by the Trustees if there is no longer an agreement in effect between the Employers and the Union requiring contributions to the Plan. If the Plan is terminated, the Trustees will apply the remaining assets of the Plan to continue benefits beyond termination using the eligibility rules explained in this Summary Plan Description. The Trustees reserve the right to amend the eligibility rules at the time of termination. In any case, the Trustees shall use any remaining assets of the Plan to provide benefits and pay administrative expenses or otherwise carry out the purpose of the Plan in an equitable manner until the entire remainder of the Plan has been disbursed. Notice to Participants of any amendment to the Plan shall be by mail. If all or a portion of this Plan is terminated, only claims received up to the date of termination will be considered by the Plan. **Legal benefits never vest and are not guaranteed.**

Participating Employers:

The Plan is a Collectively Bargained Prepaid Legal Services Plan which is administered by a Joint Board of Trustees representing the Union and Contributing Employers. A complete list of the employers sponsoring the Plan and a copy of each collective bargaining agreement may be obtained upon written request to the Plan Administrator.

Agent for Service of Legal Process:

Associated Administrators, LLC, or any Trustee, at the following address:

Warehouse Employees Union Local No. 730 and
Contributing Companies' Prepaid Legal Services Fund
911 Ridgebrook Road
Sparks, MD 21152-9451

Plan Year: The Plan Year begins on January 1st and ends on December 31st.

If you have any questions regarding the Plan or this Summary Plan Description, please contact the Trustees or Associated Administrators in writing at the address provided herein and request a written response. Do not rely on anyone's oral advice.

PLAN OF LEGAL BENEFITS

The benefits provided are described in detail in later sections of this Summary Plan Description.

CONTRIBUTING EMPLOYERS

The current Contributing Employers to the Plan are:

8 O'Clock Coffee
Canada Dry Potomac Corporation
Canteen Vending Services
DPI MID Atlantic
Giant Recycling
Giant (Teamsters Local 922)
Giant Warehouse
Safeway
Union Local 730
Washington Food

ELIGIBILITY

To become initially eligible for benefits, you must have a minimum of 300 hours reported during a three-consecutive-month period (“Calendar Work Quarter”). You will become eligible on the first day of the fourth month and will remain eligible for at least three months (“Benefit Quarter”). If your coverage under the Plan terminates, you will again have to meet the initial eligibility requirement of a minimum of 300 hours during a three-consecutive-month period.

Calendar Work Quarter

January-March

April-June

July-September

October-December

Benefit Quarter

June-August

September-November

December-February

March-May

To remain eligible for succeeding Benefit Quarters, you must have a minimum of 300 hours reported for the appropriate Calendar Work Quarter (see schedule below). Credited employment, as used to determine maintenance of eligibility only, includes the **sum** of:

- All hours reported by a contributing employer, **plus**
- Credit of 28 hours for each week of disability, limited to a 26-week maximum for any continuous disability.

If your employment ceases, your eligibility for benefits continues in the Benefit Quarter after you leave provided that you have a minimum of 300 hours of credited employment in the corresponding Calendar Work Quarter. In addition, the Plan will continue to pay for legal services, up to the hour limits described below, on any matter which is pending when your eligibility for benefits ceases.

If your employer decides it will no longer participate in the Prepaid Legal Services Fund, your eligibility for benefits will end on the last day of the month for which contributions were paid. For example, if at the time your employer terminates its participation in the Fund

and has paid contributions for March, your benefits will terminate on March 31. If you are enrolled as a Participant in the Fund and your employer determines it will no longer be a contributing employer in the Fund, you will receive notice from the Fund Office informing you that you are no longer eligible for benefits. If you have questions regarding your eligibility for benefits, contact the Fund Office.

Dependent Eligibility

Certain legal services are available to your legal spouse and/or dependent children (collectively, “eligible dependents”). Dependent children must be under 19 years of age and legally dependent upon you for support.

Dependent eligibility terminates in accordance with the earliest of the following circumstances:

1. for all dependents, in the event of your death, the last day of the Benefit Quarter for which you were eligible for benefits;
2. for your dependent children, the child’s 19th birthday; the date the child marries; the date the child is no longer dependent upon you for support; the date a step child no longer resides with you; or
3. for your legal spouse, the date of the termination of your marriage.

You must notify the Fund Office of any events which affect eligibility for benefits including when you gain a dependent or when your legal spouse no longer qualifies for coverage. Failure to do so could delay or prevent your eligibility or the payment of claims.

Further, you are responsible for providing the Fund Office with the required certified copies of birth certificates, marriage certificates, divorce decrees, adoption decrees, or any other documentation the Fund may require. This information must be received within sixty (60) days from the date that you or your dependent is eligible for

coverage. If the information is not received within this period, benefits for you or your dependent will not be effective until the first month in which the information is finally received.

Please note that not all of the legal services offered by the Plan are available to your legal spouse and/or dependent children; thus, please read the descriptions below carefully.

HOW TO GET LEGAL SERVICES

The Board of Trustees has contracted with Steven M. Sindler, Esq., to provide legal services to Fund Participants. Mr. Sindler has established relationships with other attorneys in the Baltimore-Washington Metropolitan Area to provide legal services to Fund Participants in the appropriate jurisdiction. Mr. Sindler will either handle the matter in his office or refer you to an attorney in the Plan's attorney network. **Prior authorization is required for all services in order to receive benefits.** As the network of available attorneys is subject to change, even if you have previously used an attorney approved by Mr. Sindler, you are required to first contact Mr. Sindler prior to receiving legal services. Mr. Sindler's address and telephone numbers are as follows:

Steven M. Sindler, Esq.
Attorney at Law
1130 Annapolis Road, Suite 101
Odenton, MD 21113
Telephone: (410) 551-9323
Facsimile: (410) 551-1566
Toll free: (877) 293-8730

Can I Go To Other Attorneys?

You may use the services of any attorney you choose. However, the attorney you select will only be compensated by the Fund in accordance with the Plan's Fee Schedule, described later in this booklet. This accommodation for a non-Plan attorney must first be arranged through Mr. Sindler and the attorney you select.

LEGAL SERVICES

The Plan provides legal services under a number of different categories. In each category, you are entitled to the maximum number of hours specified during the calendar year. The maximum applies to the number of hours used by the family as a whole, not to each individual in the family and regardless whether both spouses are Participants.

You are limited to the maximum number of hours for one category of benefits regardless of the number of cases in which you are involved within one category of benefits. For example, the limit is still ten hours whether you are charged with one, two, or more traffic offenses during a calendar year.

If you need more hours of service than the Plan covers, you are responsible for paying the attorney for any hours over the maximum covered by the Plan. However, the fee for these additional hours will be significantly less than the normal fee charged by attorneys in that jurisdiction because the Fund has negotiated special rates for Plan Participants.

The following categories of services, are available to eligible Plan Participants:

Consultations with an Attorney – Maximum of Six (6) Hours per Calendar Year

You and your eligible dependents are entitled to consult with an attorney for one (1) hour per legal matter, for up to six (6) hours per calendar year, if you are a Plan Participant. Participants may take advantage of this consultation benefit to seek advice on whether to pursue a matter covered by the benefits categories of the Plan, or to consult on matters that are not otherwise covered by the benefit categories explained below, provided, however, that such consultations do not concern any of the Excluded or Prohibited

Services described in this booklet. For example, the Plan does not cover consultations concerning any adverse action with respect to the Plan, the Union, any participating employer, or any frivolous claims.

In the event a Participant seeks advice on a matter that is neither (a) covered by the Plan's benefit categories, nor (b) an Excluded or Prohibited Service, the attorney may provide the Participant any appropriate guidance or referrals about which the attorney is aware. In such an event, the Participant would then have used one (1) hour of consultation legal services, provided the Participant had not previously consulted with the attorney in the same year for the same matter.

In the event that the Participant's matter does involve any of the benefit categories explained below, then the first hour of consultation services shall be counted toward the maximum provided by this benefit category, and any time spent by the attorney after the initial consultation shall be counted against the maximum hour limit for that benefit category.

The first consultation must always be in the attorney's office; thereafter, it may be either in the attorney's office or by telephone. You, the employee, should always telephone to make an appointment, even if the service is for one of your eligible dependents. In this way, the attorney will know that you consent to having the member of your family receive legal services. Time in excess of the maximum number of hours allowed in this category must be paid by you at the Plan rate.

**Preparation/Execution of a Will –
Maximum of Six (6) Hours per Calendar Year**

This service is available to both you and your spouse, but not to your dependent child, for up to six (6) hours per calendar year for Plan Participants. The Plan only covers legal services associated with the preparation and execution of your or your spouse's will. It does not cover legal services provided to you or your spouse concerning, for example, the preparation or execution of a family member's will naming you or your spouse as a beneficiary. If preparation of your will or your spouse's will takes more than the maximum number of hours mentioned above, you must pay the attorney's fee at the Plan rate.

**Legal Representation of an Employee in a Divorce/Separation –
Maximum of Eight (8) Hours per Calendar Year**

This service is only available to you, the employee. You are entitled to legal representation in a divorce or separation for up to eight (8) hours, per calendar year. Time in excess of the maximum number of hours allowed must be paid by you at the Plan rate.

**Preparation of Documents in Residential Real Estate Transactions
and Representations at Real Estate Closings –
Maximum of Six (6) Hours per Calendar Year**

This service is only available to you, the employee. Plan Participants are entitled to up to six (6) hours, per calendar year, of legal services in connection with the purchase, sale, or lease of a house or other real estate property which has been or is to be used by you as your principal residence. Time after the maximum number of hours allowed in this category must be paid by you at the Plan rate. The Plan pays **only** for the attorney's time and **not** for taxes and other expenses or filing fees of any real estate property transaction.

Representation in Serious Traffic Cases – Maximum of Ten (10) Hours per Calendar Year

You and your eligible dependents are entitled to a maximum of ten (10) hours of legal services, per calendar year, in connection with serious traffic cases. Serious traffic cases are those involving three or more points on a driving record. The maximum number of hours allowed by the Plan include appearances before an appropriate court, the Department of Motor Vehicles, or any other administrative board or agency. The Plan does not provide legal services for any parking violations. Time in excess of the number of hours allowed in this category must be paid by you at the Plan rate.

Representation in Criminal Cases

The Plan provides for representation in criminal cases other than traffic cases. Coverage in this category is divided into three areas:

1. Misdemeanor

Maximum of Six (6) Hours per Calendar Year

The Plan will pay for up to six (6) hours of legal services, per calendar year, in connection with any misdemeanor cases (other than traffic cases) involving you or your spouse. Time in excess of the maximum must be paid by you at the Plan rate, but in **no event** will you be responsible for more than \$1,000 for covered services provided through trial only; the Plan does not cover legal services related to any appeals.

2. Felony

Maximum of Twenty-four (24) Hours per Calendar Year

The Plan will pay for up to twenty-four (24) hours of legal services per calendar year, for felony cases (other than traffic cases)

involving you or your spouse. Time in excess of the maximum must be paid by you at the Plan rate. The Plan does not cover legal services related to any appeals.

**3. Juvenile or Criminal Case for Dependent Child
Maximum of Six (6) Hours per Calendar Year**

The Plan will pay for up to six (6) hours of legal services per calendar year, for any juvenile or criminal cases (other than traffic cases) involving your dependent child. Time in excess of the maximum must be paid by you at the Plan rate. The Plan does not cover legal services related to any appeals.

**Representation in Probate and Estate Proceedings –
Maximum of Six (6) Hours per Calendar Year**

The Plan will pay for up to six (6) hours of legal services per calendar year in probate and estate proceedings resulting from your death, or the death of your dependent. Time in excess of the maximum must be paid by you (or your dependent, in the event of your death) at the rate ordered by the Probate Court or according to the rate schedule provided in the Summary Plan Description.

Representation in Civil Proceedings – Maximum of Ten (10) Hours per Calendar Year

The Plan will pay up to ten (10) hours of legal services per calendar year, for you or your eligible dependent in defense of all civil proceedings in a court of first instance (including Small Claims Court). The Plan will **not** pay for legal services where you or your eligible dependent is the plaintiff. Time in excess of the maximum must be paid by you at the Plan rate.

Personal Injury or Property Damage – See Below for Details

Under the Plan, participating attorneys may accept cases involving personal injury to you or your eligible dependents on a contingency fee basis. This means that if you are successful in your suit and recover damages, the attorney's fee will be 25% of the amount recovered. If you are unsuccessful and recover nothing, you do not have to pay the attorney for the attorney's time (you are still responsible for any filing fees or other costs, as described on the next page). The attorney has the right to decline a case on a contingency fee basis. If so, he/she must accept it on an hourly fee basis at the Plan rate.

COURT FEES AND OTHER COSTS

The Plan pays only for attorney's fees. The Plan does **not** cover filing fees, court costs, copying costs, deposition fees, witness fees, assessments, or any other expense including fines or bonds. You should discuss an estimate of these costs when you **first consult** the attorney. He/she may require you to make an advance payment to cover the costs and expenses which may be incurred on your behalf. Failure to remit these costs may result in a disruption of the legal services provided under the Plan.

ATTORNEY FEES – PLAN RATES

The Plan requires the Board of Trustees to publish a schedule of the current rates charged by the attorneys serving Plan members. The current rate charged by the attorneys serving the Plan is One Hundred Ten Dollars (\$110.00) per hour and Thirty-Five Dollars (\$35.00) per hour for paralegals. This rate is substantially lower than the usual and customary rate in the Mid-Atlantic area.

EXCLUDED SERVICES

Excluded services are those legal services which the Board of Trustees has determined that the Plan will not cover. Of course, you may request an attorney engaged by the Plan represents you and pay for these services yourself at the reduced hourly rate of One Hundred Ten Dollars (\$110.00). You will be asked to sign a fee agreement with your attorney explaining your rights and responsibilities. Where such services are provided, you are solely responsible for all fees and costs.

Excluded services include the following situations:

1. **Available Free Legal Services** – If legal services are available to you or your eligible dependent free of charge, or if you or your eligible dependent can obtain reimbursement for some or all of the cost of such services from some other source (for example, a prepaid legal service plan of which your spouse is a member), the Plan will not pay for the service.
2. **Business Activities** – The Plan does not pay for legal services connected with any business, commercial, or investment activity in which you or your eligible dependent are engaged. This includes, but is not limited to, rental property transactions and any portion of a Bankruptcy proceedings related to a business or investment interest.
3. **Appeals** – Appellate proceedings are not covered.
4. **Small Claims Court** – The Plan does not cover legal services for cases in Small Claims Court (or its equivalent) in which you or your eligible dependent is the Plaintiff.
5. **Unmeritorious Cases** – If the Board of Trustees determines that a case is vexatious, frivolous, or otherwise without merit, the Plan will not pay for the legal services for that case.

6. **Tax Matters** – The Plan does not cover preparation of federal or state tax returns, representation at tax audits, tax litigation, or appeal of tax assessment on real property.
7. **Pre-existing Legal Matters** – The Plan does not cover any legal proceeding or cause of action that was initiated prior to your effective date of participation in the Plan.
8. **Other** – The Plan does not cover legal services for class actions, injunctions, *amicus curiae* filings, derivative actions, admiralty, patents, trademarks, and copyrights.

PROHIBITED SERVICES

Certain matters are prohibited from coverage under the Plan. No services, not even consultation, may be provided by a Plan attorney for any dispute or proceeding involving any of the following as an adverse party:

1. **Proceedings Against the Union** – The Plan is prohibited by law from paying for legal services in cases which involve or may involve a legal proceeding against the Warehouse Employees Union Local No. 730, the International Brotherhood of Teamsters (or any of its subordinate bodies), Local No. 922 and Local No. 67 or any officer, employee, or agent of the preceding organizations.
2. **Proceedings Against an Employer** – The Plan does not pay for proceedings against a contributing employer or any officer, employee, or agent thereof, including, but not limited to, labor disputes, Workers' Compensation, or discrimination charges and suits.
3. **Proceedings Against the Plan, Fund Trustees, Administrator** – The Plan does not pay for proceedings against the Plan, Fund, Trustees, Administrator, or any employee or agent thereof.
4. **Other Unions or Plans** – The Plan does not pay for proceedings against any labor union or any health, welfare, pension, or other fringe benefits program, plan, or the trustees, administrators, or employees thereof, in which any other labor union or contributing employer participates or has an interest.

Also prohibited is representation in the following proceedings or legal matters:

1. **Disputes Between Persons Covered by the Plan** – The Plan will not pay for legal services in a dispute or proceedings between two or more persons covered under the Plan, except for

separation or divorce proceedings as described herein. In such cases, the Plan may reimburse one of the parties for the cost of hiring an attorney **other** than a Plan attorney. This reimbursement will be at the Plan rate and will be subject to the Plan limits or separation and divorce proceedings (up to eight (8) hours for Plan Participants).

2. **Any Proceedings Prohibited by Law** – There are certain proceedings which the Union is not permitted to pay for, such as those involving fraud by Union officers. The Plan will not pay for legal services in such cases, which include, but are not limited to, the following:
- Where a union would be prohibited from defraying the costs of such representation by the provisions of the Labor-Management Reporting and Disclosure Act of 1959 and any proceeding arising under the National Labor Relations Act, as amended, or under the Labor-Management Relations Act, as amended, involving fines or penalties, whether civil or criminal or any judgment for civil damages.
 - Any legal action in which the participant is represented by an attorney other than a Plan attorney.
 - Any legal service which is not a personal legal service within the meaning of Section 120 of the Internal Revenue Code of 1954, as amended.
 - Any legal action involving election laws, or warrant to any civil office.
 - Any legal action involving any dispute regarding the Plan.

REQUEST FOR REVIEW

If the Plan has not paid for legal services provided to you or your eligible dependent for which you believe you are entitled, you may request the Board of Trustees to review your claim. You must make your request in writing within sixty (60) days of the denial of your claim for legal services. Within sixty (60) days of receipt of your request, the Board of Trustees will inform you (in writing) of the reason why the legal services are not covered by the Plan. This explanation will refer you to pertinent provisions of the Plan and will explain how to proceed if you wish the Trustees to review your claim. Within ninety (90) days of receiving this explanation for the lack of coverage, you must submit a written statement supporting your request for a review of your claim to the Board of Trustees.

YOUR RIGHTS UNDER ERISA

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended. ERISA provides that all Participants shall be entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the 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 summary of the Plan's annual financial report. The Plan administrator is required by law to furnish each Participant with a copy of this summary report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 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 benefits 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 thirty (30) days, you may file suit in federal court. In such a case, the court may require the Plan administrator to provide the materials and to pay you up to One Hundred Ten Dollars (\$110.00) a day until you receive the materials, unless they were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in 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 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, U.S. Department of Labor Frances Perkins Bldg., 200 Constitution Avenue, NW, Room N1513, 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.