

Warehouse Employees Union Local No. 730 Pension Trust Fund



September 2009

Summary
Plan
Description



**Warehouse Employees Union
Local No. 730
Pension Trust Fund**

Summary Plan Description

September 2009

The Fund Administrator:

Receives contributions from employers;
Processes pension applications;
Makes pension payments; and
Provides information about the Fund and Plan benefits.

Your Fund Administrator is:

Associated Administrators, LLC
911 Ridgebrook Road
Sparks, MD 21152-9451
1-800-730-2241
www.associated-admin.com

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

September 2009

Dear Participant,

The Warehouse Employees Union Local No. 730 Pension Trust Fund (the "Fund") was established on August 15, 1965, to help our Participants plan for retirement. The Fund is governed by a Board of Trustees, half of whom are selected by Teamsters Local 730 and the other half by the contributing employers. Over the years, the Trustees have modified and improved the Fund's benefits to meet the changing needs of Participants and their Beneficiaries.

This booklet, our Summary Plan Description ("SPD"), gives you basic information about your benefits under the Pension Plan. When you read the booklet, remember that it is only a summary of the Plan. This booklet does not replace the more precise language of the Plan and Trust documents. If there is any conflict between the description of the Plan in this booklet and the actual text of the Plan's controlling documents, the actual controlling documents will always govern. The Plan, Trust, and other important documents are available for your inspection and copying at the Fund Office.

We urge you to read this booklet carefully so that you are familiar with the valuable benefits provided under the Plan. It gives you information about when you can retire, how much your monthly pension will be, and other important facts about your retirement benefits. You will need this information to help plan for your future.

The Trustees will continue their efforts to provide you with the best benefits possible from the income available, so your retirement can be long, enjoyable, and financially sound.

Sincerely,

Board of Trustees

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911 Ridgebrook Road
Sparks, MD 21152-9451
1-800-730-2241
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Clerical Error: If a clerical error or other mistake occurs, that error does not create a right to benefits. Errors may include, but are not limited to, providing misinformation on eligibility, benefit coverage, or entitlements. The terms of the Plan may not be amended by oral statements made by the Plan Sponsor, Plan Administrator, Fund Administrator, or any other person. In the event an oral statement conflicts with any Plan term, 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 SPD and other Plan documents.

Facts about the Fund

Plan Name

Warehouse Employees Union Local No. 730 Pension Trust Fund

Plan Sponsor

Warehouse Employees Union Local No. 730 Pension Trust Fund
Board of Trustees
911 Ridgebrook Road
Sparks, MD 21152-9451
1-800-730-2241

Plan Administrator

The Fund is administered by the Board of Trustees of the Warehouse Employees Union Local No. 730 Pension Trust Fund. The Trustees have contracted with Associated Administrators, LLC, to provide administrative management services.

Administrator Contact Information

Board of Trustees
Warehouse Employees Union Local No. 730 Pension Trust Fund
911 Ridgebrook Road
Sparks, MD 21152-9451
1-800-730-2241
www.associated-admin.com

Employer Identification Number

52-6124754

Plan Number

001

Plan Type

The Fund administers a defined benefit pension plan maintained under one or more collective bargaining agreements. Copies of these agreements are available for your inspection at the Fund Office. You also may obtain copies upon written request to the Fund Administrator.

Agent of Service for Legal Process

Service of legal process may be made upon the Fund Administrator or upon any Trustee at the above address.

Effective Date

This booklet applies to retirements on or after September 1, 2009. If you terminated employment covered by this Plan before September 1, 2009, different conditions may apply to you. Contact the Fund Office for more information.

This SPD replaces and supersedes any prior SPD for Plan participants who have not retired or otherwise leave covered employment before September 1, 2009.

Contributions, Employers, and Authorizing Documents

All contributions to the Fund are made based on collective bargaining agreements between the Warehouse Employees Local Union No. 730 ("Local 730") and the contributing employer or other participation agreements approved by the Fund's Trustees. Participant contributions are not allowed. Participants and Beneficiaries may obtain a copy of any agreement upon written request to the Fund Administrator. 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 SPD, 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 Year

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

Termination and Fees

The Board of Trustees reserves the right to terminate, merge, consolidate, or transfer the Plan and amend or eliminate benefits, in whole or in part, at any time, to the extent permitted by applicable law. If the Plan is amended, you will be provided with written notification. If the Plan is terminated, you will be 100% vested in your Accrued Benefit as of the date of termination, to the extent the Plan is funded. Regardless of the funding status, the assets of the Fund will be allocated and distributed at termination in accordance with applicable law. Any provision of the Plan that requires a fee or charge to a Participant or Beneficiary is generally summarized herein. For additional information about termination or fees, contact the Fund Office.

Top-Heavy Provisions

Federal law requires that if the Plan becomes a top-heavy plan, as described in the Internal Revenue Code, minimum contributions may apply. In the unlikely event that the Plan becomes top-heavy, you will be notified accordingly.

Maximum Contributions

The Internal Revenue Code imposes maximum limitations on contributions permitted under qualified plans. These limits are liberal and would not normally prevent you from receiving full benefits. In the unlikely event that the employer contributions made on your behalf are limited, you will be notified.

Definitions

The terms below are used throughout this booklet to describe your pension benefits including your eligibility and receipt of benefits.

Accrued Benefit

The amount of monthly pension benefits, as of a given date, that you will be eligible to receive from the Fund at Normal Retirement Age. Your Accrued Benefit is determined based upon your years of service and your employer's contribution rate. However, the actual amount of your pension may differ from your Accrued Benefit based on your age at retirement, whether you are married, and the form of payment in which you elect to receive your benefit.

Hours Worked

Hours for which you were paid or entitled to payment based on services performed for a participating employer, including hours for which a participating employer had an obligation to pay you back pay or other compensation for hours during which you might otherwise have been working.

Hours of Service

Hours of Service include Hours Worked, as well as hours for which you received payment but performed no services for a participating employer, and hours spent on a leave of absence. A "leave of absence" is an approved absence from work that is not a termination of employment (e.g., sick leave, qualified military service, or parental leave). For example, hours spent on paid vacation or unpaid disability leave are Hours of Service, but not Hours Worked.

Normal Retirement Age

The later of age 60 or the fifth anniversary of the date you entered the Plan.

Participants and Beneficiaries

Individuals who are currently or may eventually become eligible to receive benefits from the Fund. Beneficiaries are individuals who receive benefits from the Fund after the Participant's death. As described herein, limits exist on who can receive some benefits from the Fund as a Beneficiary.

Total and Permanent Disability

You are considered to be Totally and Permanently Disabled if you have been determined to be disabled by the Social Security Administration within the meaning of 42 U.S.C. § 416(i), § 1382c(a)(3), or other comparable provision of the Social Security Act.

Years of Service for Benefit Accrual Purposes

A calendar year during which you complete 1,610 Hours of Service or 1,400 Hours Worked. If you earned 700 or more Hours Worked but less than 1,400 Hours Worked, you may receive a pro rata fraction of a Year of Service for Benefit Accrual Purposes. For example, 1,050 Hours Worked would give you $\frac{3}{4}$ Year of Service for Benefit Accrual Purposes ($1,050 / 1,400 = 0.75$).

Years of Service for Vesting Purposes

A Year of Service for Vesting Purposes is a consecutive 12-month period during which you earn more than 1,000 Hours of Service or 870 Hours Worked.

Eligibility and Vesting

Eligibility

Generally, you become eligible to participate in the Plan by working at jobs covered by a collective bargaining agreement between Local 730 and a participating employer, where the agreement requires the employer to make contributions to the Fund on your behalf. While participation is automatic, you are not automatically vested and you do not have the right to receive a benefit under the Plan from the moment you begin work.

Your participation in the Plan is not a guarantee of continuing employment.

Vesting

If you are “Vested,” then you have earned a right to an Accrued Benefit that is non-forfeitable and unconditional. Generally, you have a fully vested interest (or have a right to receive your Accrued Benefit) when you complete five Years of Service for Vesting Purposes. There are exceptions to this rule. For example, you have a vested interest if you are still actively employed when you reach your Normal Retirement Age, regardless of your completed Years of Service. Another exception is that if you stopped your employment covered by this Plan before January 1, 1999, you are not vested unless you completed 10 Years of Service for Vesting Purposes.

Breaks in Service

In addition to these exceptions, earning a fully vested interest often depends on the Plan’s Break in Service rules. You have a “Break in Service” for Years of Service for Vesting Purposes if you complete less than 500 Hours of Service or 435 Hours Worked in a calendar year. Your Years of Service before a Break in Service will **not** be taken into account when calculating your Accrued Benefit if you have a Break in Service before you have a fully vested interest and the number of consecutive one-year breaks in service equals or exceeds the greater of five years or your Years of Service for Vesting Purposes at the time you began the Break in Service. Once you are fully vested, you cannot lose your prior service, no matter how long your Break in Service.

The following examples illustrate the Plan’s Break in Service rules:

1. If you earned six Years of Service for Vesting Purposes and began a six-year Break in Service after January 1, 1999, then your service before the Break in Service will be taken into

account for Years of Service for Vesting Purposes when you return from your Break in Service.

Rationale: Your six Years of Service will be taken into account because you were fully vested and had completed five Years of Service before you began your Break in Service.

2. If you earned four Years of Service for Vesting Purposes and began a six-year Break in Service after January 1, 1999, then your service before the Break in Service will not be taken into account for Years of Service for Vesting Purposes when you return from your Break in Service.

Rationale: Your four Years of Service will not be taken into account because:

- You began your Break in Service before you had a fully vested interest; and
- The consecutive years of your Break in Service (six years) was more than five years and more than your Years of Service (four years).

3. If you earned six Years of Service for Vesting Purposes and began a seven-year Break in Service before January 1, 1999, then your service before the Break in Service will **not** be taken into account for Years of Service for Vesting Purposes when you return from your Break in Service.

Rationale: Your six Years of Service will not be taken into account because you had not completed 10 Years of Service before your Break in Service that began before January 1, 1999.

You will not incur a Break in Service if you have a leave of absence, which does not constitute a termination of employment, for any of the following reasons:

- If you are disabled by accident or illness for up to 36 consecutive months, and you return to work for a contributing employer within 30 days after you recover;
- If you are laid off due to lack of work for up to 104 consecutive calendar weeks;
- If you are absent from work due to pregnancy, or immediately following:
 - The birth of your child; or
 - Placement of a child with you in connection with the adoption of the child; or
- If your employer grants you, by written approval, a leave of absence for up to six consecutive months, provided a copy of the written approval is received by the Fund Office before you begin the leave of absence.

The Fund abides by all federal laws regarding benefits for individuals who perform certain military services. Under federal law, a Participant who is off work as the result of certain qualified military service generally will not suffer a Break in Service and may be entitled to credit for Years of Service for Vesting and Benefit Accrual Purposes during the period of such service. If a Participant leave employment to enter qualified military service and then dies while performing qualified military service, then the Fund provides benefits as if the Participant had resumed employment before the time of death. If a Participant missed work as a result of military service, or if a former Participant died while performing military service, contact the Fund Office for more information.

You should notify the Fund Office if you are out of work for any of these reasons. Certain restrictions apply to leaves of absence. The Fund Office may be able to provide you with more information to claim Years of Service during a leave of absence and can address any other vesting concerns.

As the vesting and Break in Service rules show, your rights to benefits from the Fund may be calculated using an alternate method or based on different conditions if you terminated employment before January 1, 1999. If you believe these different methods or conditions apply to you, contact the Fund Office for more information.

Pension Benefits

The Fund offers three **types** of retirement benefits:

1. Normal Retirement Pension;
2. Early Retirement Pension; and
3. Deferred Vested Pension.

The Fund also offers four **forms** of benefit payments, which are described in the next section. All of the types of benefits and forms of payment are calculated based on a percentage of contributions made by your employer into the Fund on your behalf.

1. Normal Retirement Pension

The Normal Retirement Pension is the most basic retirement type. You are eligible for a Normal Retirement Pension when you reach Normal Retirement Age (usually age 60). The Normal Retirement Pension is a monthly payment based on a percentage of contributions paid on your behalf by your employer, as follows:

Amount of Contributions x 4.17%

Under the Normal Payment Option, your Normal Retirement Pension amount will be paid for either 84 months or 120 months (7 years or 10 years) depending on your employer. After that time, your benefit will be reduced by 45% (meaning you will receive 55% of what it had been originally) for the remainder of your lifetime.

Normal Retirement Pension Example

Esther was born in 1950 and entered the Plan at age 40 in 1990. From January 1, 1990, to January 1, 2010, her employer made \$20,000 worth of contributions on her behalf. Esther retired on January 15, 2010. Esther's monthly benefit is calculated as follows:

Contributions Made					
on Ester's Behalf	x	Percentage	=	Monthly Benefit	
\$20,000	x	4.17%	=	\$834.00	

Esther's monthly Normal Retirement Pension will be \$834 for the first 7 or 10 years (depending on her employer) following her retirement on January 15, 2010. After that period, her benefit will be reduced to 55% of that amount, or \$458.70 per month, for the rest of her life.

This example assumes payment in the Normal Benefit Option; benefit amounts may be different based on the form of payment you elect.

You are entitled to continue working and to postpone receiving your pension benefits regardless of the type of retirement benefit or form of payment. If you earn Hours of Service after your Normal Retirement Age or if you postpone the start of retirement benefits, limitations may apply to your pension benefits from the Fund. If you work past Normal Retirement Age and want to know more about these limitations, contact the Fund Office for more information.

2. Early Retirement Pension

The Fund offers Unreduced and Reduced Early Retirement Pensions.

Unreduced Early Retirement Pension

If you have 30 or more Years of Service for Benefit Accrual Purposes, you are eligible for an Unreduced Early Retirement Pension, regardless of age. This benefit is often referred to as the “30 & Out” Pension.

Reduced Early Retirement Pensions

There are two types of Reduced Early Retirement Pensions.

If you are age 55 or older with 25 Years of Service for Benefit Accrual Purposes, you may be eligible for the Reduced Early Retirement Pension, often referred to as the “25 & Out” Pension. It is considered “reduced” because the benefit is reduced by 5% for every year that the benefit is elected before 30 Years of Service for Benefit Accrual Purposes. For example, if at age 55 you elect an Early Retirement Pension after 28 Years of Service for Benefit Accrual Purposes, your monthly benefit is reduced by 10% (5% for each of the two years less than 30 Years of Service). To determine if you are eligible for the 25 & Out Pension, contact the Fund Office.

If you are age 55 or older with at least 20 continuous Years of Service for Benefit Accrual Purposes and you have participated in the Plan for at least 10 continuous years, you are eligible for another kind of reduced Early Retirement Pension. This benefit is reduced by a percentage based on your age at retirement, as shown in the following table:

Age at Early Retirement	Percentage of Accrued Benefit
55	75%
56	80%
57	85%
58	90%
59	95%

As with the Normal Retirement Pension, you will receive the full amount of the Early Retirement Pension for the first 7 or 10 years (depending on your employer) of your pension benefit. After this initial period your

benefit will be reduced to 55% of the original amount and will remain at this level thereafter. The length of the initial period depends on the rate of contribution paid by an employer to the Fund on your behalf under the applicable collective bargaining agreement.

Early Retirement Pension Example

Ralph, who was born January 5, 1954, entered the Plan in 1982 on his 28th birthday. He has worked continuously for an employer that participated in the Plan since 1982, and his employer has contributed \$21,000 to the Plan on his behalf during this time. Ralph is trying to decide when to retire.

As of his 55th birthday in 2009, Ralph has earned 27 Years of Service for Benefit Accrual Purposes with at least 10 years of continuous participation in the Plan, so he is eligible for a reduced Early Retirement Pension.

Reduced Early Retirement Pension

If Ralph elects to retire on the reduced Early Retirement Pension, his monthly benefit would be calculated as follows:

Monthly Amount Before Reduction: \$21,000 x 4.17% = \$875.70
Monthly Amount for First 7 or 10 Years: \$875.70 x 75% = \$656.78
Monthly Amount After First 7 or 10 Years: \$656.78 x 55% = \$361.23

However, Ralph is eligible for the 25 & Out Pension because he has more than 25 Years of Service for Benefit Accrual Purposes, so his monthly 25 & Out Pension would be calculated as follows:

Reduction Percentage: 30 Years of Service – 27 Years of Service = 3
3 x 5% per year reduction = 15%
100% - 15% = 85%

Monthly Amount Before Reduction: \$21,000 x 4.17% = \$875.70
Monthly Amount for First 7 or 10 Years: \$875.70 x 85% = \$744.35
Monthly Amount After First 7 or 10 Years: \$744.35 x 55% = \$409.39

Unreduced Early Retirement Pension

If Ralph continues to work and earns three more Years of Service for Benefit Accrual Purposes he would be eligible for the 30 & Out Pension, which is an unreduced Early Retirement Pension. If Ralph chooses to do this and his employer contributes an additional \$1,000 on his behalf during these three additional years, his monthly benefit is calculated as follows:

Monthly Amount for First 7 or 10 Years: \$22,000 x 4.17% = \$917.40
Monthly Amount After First 7 or 10 Years: \$917.40 x 55% = \$504.57

If Ralph had not earned 25 Years of Service for Benefit Accrual Purposes by his 55th birthday, the best Early Retirement Pension he could receive would be \$656.78 every month for 7 or 10 years and \$361.23 per month for the rest of his life. Because Ralph earned 27 Years of Service for Benefit Accrual Purposes, Ralph is entitled to almost \$100 more per month for the first 7 or 10 years and almost \$50 more per month thereafter. On the other hand, if Ralph works three more years, Ralph will receive \$917.40 per month for the first 7 or 10 years and \$504.57 per month thereafter.

This example assumes payment in the Normal Benefit Option; benefit amounts may be different based on the form of payment you elect.

3. Deferred Vested Pension

You are eligible for a Deferred Vested Pension if you leave covered employment after you have a fully vested interest but before you retire. The Deferred Vested Pension gives you the right to receive benefits in the **future** although you are not currently eligible for your benefits to begin.

A Deferred Vested Pension is calculated the same way as a Normal Retirement Pension. Generally, you may begin to receive a Deferred Vested Pension once you are age 60 or older with at least five Years of Service for Vesting Purposes earned at least partially after January 1, 1999. However, if you are between the ages of 55-59, with at least 20 continuous Years of Service for Benefit Accrual Purposes and 10 continuous years of participation in the Plan, you may elect to receive your Deferred Vested Pension as an Early Retirement Pension.

Deferred Vested Pension Example

From 1984 to 1999, Paul worked for an employer that participated in the Fund. Paul's employer made \$20,000 of contributions on Paul's behalf over these 15 years. Eleven years later, when Paul is 62 years old in 2010, he applies for a Deferred Vested Pension. His monthly pension will be calculated as follows:

Monthly Amount for First 7 or 10 Years: $\$20,000 \times 4.17\% = \834.00
Monthly Amount After First 7 or 10 Years: $\$834.00 \times 55\% = \458.70

This example assumes payment in the Normal Benefit Option; benefit amounts may be different based on the form of payment you elect.

If you left covered employment before January 1, 1999, your rights to a Deferred Vested Pension may be calculated using an alternate method or based on different vesting rules. In general, the rules that apply to you are the ones in effect as of your last Hour of Service under the Plan. If you left covered employment before January 1, 1999, contact the Fund Office for more information.

Payments Beginning after Normal Retirement Age

If your Normal Retirement Pension or a postponed retirement benefit begins later than your Normal Retirement Age or postponed retirement date (as applicable) due to reasonable administrative delay, your initial benefit payment will include a retroactive payment for any month(s) that the benefit is due.

If payment of your Normal Retirement Pension begins after your Normal Retirement Age, your (or your surviving spouse's) monthly benefit will be the greater of your:

- Benefit payable at your Normal Retirement Age or postponed retirement date, as applicable; or
- Normal Retirement Pension accrued at your Normal Retirement Age actuarially increased for each complete calendar month between your Normal Retirement Age and the date payment begins (for which benefits were not suspended), converted as of the benefit commencement date to the form of payment you elect.

Alternatively, if you (or your surviving spouse) were eligible to receive a benefit at your Normal Retirement Age, but did not apply at your earliest eligibility date, you are entitled to receive your benefit retroactive to (and determined as of) your Normal Retirement Age (this is known as your "Retroactive Annuity Starting Date"). The amount of the benefit attributable to the period beginning on your Retroactive Annuity Starting Date until the date you submit your application and benefit payments begin (provided they were not suspended) will be paid as a lump sum, adjusted for simple interest at a rate that is equal to the Trust's custodial bank's money market interest rate in effect at the beginning of the month you file an application for benefits.

Once a lump sum payment, as described above, is made, the monthly amount of your benefit will be the same as if your payments had actually begun on your Retroactive Annuity Starting Date. The lump sum payment is in lieu of any actuarial adjustment that might otherwise be due to the monthly amount by virtue of delayed commencement of benefit payments.

You may elect to receive retroactive payments only if all applicable notice and consent requirements, including, but not limited to those of Code sections 401(a)(11) and 417, and the Treasury regulations, are

satisfied. Consent requirements, including obtaining appropriate spousal consent to the election of retroactive payments, are in accordance with the provisions of section 1.417(e)-1 of the Treasury regulations.

Any retroactive payment or actuarial adjustment under described in this section will be determined in accordance with the provisions of section 1.417(e)-1 of the Treasury Regulations.

If you accrue additional benefits after your Normal Retirement Age, these additional benefits will only be actuarially increased from the date they would have first been paid rather than from your Normal Retirement Age. If benefits are distributed while you are still employed, any additional benefit service earned after your Normal Retirement Age will be reduced, but not below zero, in accordance with Section 1.411(b)-2(b) of the Proposed regulations.

If the Lump Sum Actuarial Equivalent of the benefit that would otherwise be payable as an annuity to you or your surviving spouse, surviving annuitant, or Beneficiary is \$1,000 or less, the Plan may make a lump sum payment without prior notification or consent of such individual. If the benefit is between \$1,000 and 5,000, you or your surviving spouse, surviving annuitant, or Beneficiary may elect to receive the benefit in the form of a lump sum (see **Small Benefit Payout** in next section).

Notwithstanding any provision of this Pension Plan to the contrary, your benefits will be distributed to you not later than April 1 of the calendar year following the later of the calendar year in which you attain age 70½ or retire.

Forms of Payment

Aside from the types of retirement benefits, the Fund offers four basic benefit forms of payment:

1. Normal Benefit Option;
2. Single Life Option;
3. Five- or Ten-Year Certain Options; and
4. 50%, 66⅔%, or 75% Joint and Survivor Annuity Options (only available to married participants).

You may elect the form in which you will receive your benefits, but you may **not** change the form of benefits once your benefits commence. Benefit option elections may not be changed after retirement, even if a retiree returns to work. For example, if you retire, are eligible, and elect the 75% Joint and Survivor Annuity Option, but subsequently return to work under the Plan, when you again retire, your benefit will continue in the 75% Joint and Survivor Annuity Option form of payment.

Under both the Normal Benefit Option and the Single Life Option, payments are made for your lifetime; there are no survivor benefits. The Five- or Ten-Year Certain and Joint and Survivor Annuity Options provide for monthly payments to a Beneficiary after your death.

Please note that when benefits are paid “for your lifetime,” this means that payments stop upon your death; the last payment you are entitled to is the monthly payment due immediately before your death.

Normal Forms of Payment

- If you are single at retirement, your benefit will automatically be paid in the Normal Benefit Option unless you elect an optional form of payment.
- If you are married at retirement, your benefit will automatically be paid in the 50% Joint and Survivor Annuity Option form of payment unless you elect an optional form of payment. However, to elect an optional form of payment, you must have your spouse’s written, notarized consent.

To help you decide on the payment option that is right for you, the Fund Office will prepare an estimate of your pension benefits under the different benefit forms. To get an estimate, simply write to the Fund Office requesting the estimate with your name, address, and Social Security Number. Generally, you should ask for this information three months before your retirement.

Small Benefit Payout

If the present value of your Accrued Benefit is \$5,000 or less, your benefit will be paid as a lump sum payment. This means that your entire benefit will be paid in one payment; once the lump sum payment is made, no additional Plan benefits will be paid.

If the present value of your Accrued Benefit is \$1,000 or less, the Plan will automatically distribute the lump sum payment to you. No action is required on your part to receive this distribution.

However, if the present value of your Accrued Benefit is greater than \$1,000, but less than \$5,000, the distribution of your lump sum payment will only be made once you direct the Fund as to whether the payment should be made directly to you or rolled over into an eligible employer plan or IRA.

1. Normal Benefit Option

The Normal Benefit Option provides monthly payments for your lifetime. Under the Normal Payment Option, your benefit is paid, unreduced, for the first 84 months or 120 months (7 years or 10 years), depending on your employer. After that time, your benefit is reduced by 45% (meaning you will receive 55% of what it had been originally) for the remainder of your lifetime.

The term “normal” does not mean that this payment form is the most frequently selected. Rather, the Plan uses this term because benefit calculations are based on this basic form and it is the default benefit form for single retirees. All types of retirement benefit examples are based on the Normal Benefit Option form of payment.

2. Single Life Option

The Single Life Option is similar to the Normal Benefit Option form of payment in that it provides monthly payments for your lifetime. However, unlike the Normal Benefit Option, you receive the same monthly amount throughout your retirement. In other words, if you select this option, your benefit will **not** be reduced to 55% of the amount in the initial period after 7 or 10 years. Because there is no reduction after the initial period, your Single Life Option amount is less than what would be paid during the initial period of the Normal Benefit Option. The amount of the reduction is determined using an actuarial formula set forth in the Plan.

Single Life Option Example

Henry retires at age 60. He will receive \$834.70 per month for his lifetime under the Single Life Option. If he does not elect this option, his benefit under the Normal Benefit Option will be \$1,000 per month for the first 7 or 10 years, and then \$550 per month, thereafter.

3. Five- and Ten-Year Certain Options

The Five- and Ten-Year Certain Option forms of payment provide you with monthly pension payments for your lifetime, with a guarantee that at least 60 monthly payments (under the Five-Year Certain Option) or 120 monthly payments (under the Ten-Year Certain Option) will be made.

If you die after 60 or 120 payments, as applicable, have been made, no further benefits will be paid. However, if you die before 60 or 120 monthly payments, as applicable, have been made, the balance of your payments will be made to your designated beneficiary. While you may name any person to be your Beneficiary, if you are married, you must have your spouse's written, notarized consent to name someone other than him or her as your Beneficiary.

Your benefit is reduced under this option because this form of payment includes a guarantee of a specific number of payments. The amount of the reduction is determined using an actuarial formula set forth in the Plan.

Five- and Ten-Year Certain Options Example. When Gloria retires at age 60 in 2009, under the Normal Benefit Option, she is eligible to receive \$1,000 per month for the first 7 or 10 years, and then \$550 per month thereafter, with no further benefits paid upon her death.

If Gloria elects the Five-Year Certain Option, her benefit would be \$829.86 per month for her lifetime. If she dies after receiving 12 monthly payments, her Beneficiary would be eligible to receive \$829.86 per month for another 48 months. However, if Gloria dies after receiving 60 monthly payments, no further benefits will be paid upon her death.

If Gloria elects the Ten-Year Certain Option, her benefit would be \$808.17 per month for her lifetime. If she dies after receiving 12 monthly payments, her Beneficiary would be eligible to receive \$808.17 per month for another 108 months. However, if Gloria dies after receiving 120 monthly payments, no further benefits will be paid upon her death.

4. 50%, 66⅔%, and 75% Joint and Survivor Annuity Options

These forms of payment are only available to married participants.

The Joint and Survivor Option forms of payment provide you with monthly pension payments for your lifetime. After you die, your surviving spouse will receive 50%, 66⅔%, or 75%, as applicable, of your monthly pension for the rest of his or her life. These options are the only forms of payment that provide your spouse with a monthly benefit for his or her lifetime after your death. However, if your spouse dies before you, no further payments will be made upon your death. Your benefit will not be recalculated if your spouse dies before you.

Your benefit is reduced under this option because this form of payment provides benefits based on the lives of two people. To calculate this benefit, first the Plan determines your benefit as if it were to be paid as a Single Life Option form of payment and then reduces this amount. The amount of the reduction is determined using an actuarial formula set forth in the Plan and is based on your age and your spouse's age at retirement as well as the option you elect (50%, 66⅔%, or 75%). Because your spouse would receive a higher benefit under the 66⅔% or 75% options, the reductions for these options is more than the 50% option.

Joint and Survivor Options Example

When Robert retires at age 60, his wife, Jane, is age 55, and he is eligible for a Single Life Option monthly benefit of \$870.08. Here is what Robert's monthly benefit would be for his lifetime under each of the Joint and Survivor Annuity Option forms of payment:

<u>50% Joint and Survivor Annuity</u>	<u>66⅔% Joint and Survivor Annuity</u>	<u>75% Joint and Survivor Annuity</u>
\$641.98	\$617.13	\$605.54

Here is what Jane's monthly benefit would be for her lifetime under each of the Joint and Survivor Annuity Option forms of payment if Robert dies before her:

<u>Jane's 50% Survivor Benefit</u>	<u>Jane's 66⅔% Survivor Benefit</u>	<u>Jane's 75% Survivor Benefit</u>
\$320.84	\$411.62	\$454.16

The multipliers used in the examples in this section are from the Plan's actuarial table based on the ages of the Participant and spouse (where applicable) and are illustrative only. Actual actuarial reductions will vary according to each individual situation. If you have any questions regarding the multipliers or actual actuarial reductions that the Fund will use, contact the Fund Office for more information.

Employment after Retirement

You are prohibited from receiving benefits from the Fund while working in certain jobs after retirement. If you become employed after your benefits under this Plan begin, you must notify the Fund Office immediately. You must also provide the Fund Office with any documents or information sufficient to establish that your employment does not require the suspension of your benefits under the Plan's Re-Employment Rules. If the Fund discovers that you worked after retirement without notifying the Fund Office, the Fund Administrator will presume that your employment violates the Plan's Re-Employment Rules and will suspend your benefits accordingly. Your benefits will remain in suspension status until you supply the Fund Administrator with information and documentation necessary to show that you are not in violation of the Plan's Re-Employment Rules.

Under the Plan's Re-Employment Rules, your pension benefits will be suspended if you return to work after retirement:

- In a job for which your employer is required to make contributions to this Plan, or
- For an employer that:
 - Maintains its business in the same industry as any of the participating employers; **and**
 - Is located in the Washington, D.C., metropolitan area.

Once suspended, your benefits will not resume until you are no longer employed in violation of the Plan's Re-Employment Rules. Further, if suspended, your benefits will not resume until the third month after you cease the subsequent employment, you provide the Fund Office with the appropriate information described above certifying that you have ceased subsequent employment, **and** the Fund determines that you are in compliance with the Fund's Re-Employment Rules. Your resumed benefits will be adjusted to account for the period of re-employment in accordance with the Plan (i.e., the Fund Office will recalculate your monthly pension benefit based on additional contributions made on your behalf). **You may only elect a form of payment once. If your benefits are suspended under the Re-Employment Rules, you cannot make a new benefit election when your benefits resume (when you are no longer employed).**

The Fund's Administrator will notify you if your benefits are suspended under the Re-Employment Rules and the reason for the suspension. You have the right to request that the Fund's Trustees review the suspension of your benefits. You can make your request for review in the same manner set forth under the Plan's Appeal Procedure. The Administrator's notice will explain how to make your request and the date by which your request must be submitted to the Trustees.

Death Benefits

The Fund provides two types of death benefits if you die before retirement:

- Lump Sum Death Benefit; and
- Survivor Death Benefit.

Lump Sum Death Benefit

The Lump Sum Death Benefit is a one-time payment to the person or persons named on your enrollment card as the Beneficiary of this benefit. You can change your designated Beneficiary at any time, but the Fund may require that your spouse agree to the change.

Your Beneficiaries are only entitled to the Lump Sum Death Benefit if, on the date of your death:

- You are an active Participant in the Plan;
- You have participated in the Plan for at least five continuous years; and
- An employer has contributed to the Plan on your behalf for at least 40 weeks.

You are not eligible for a Lump Sum Death Benefit if you have received a Lump Sum Disability Benefit from the Fund.

The Lump Sum Death Benefit is \$2.00 multiplied by the number of weeks in which an employer made contributions on your behalf to the Fund, up to a maximum benefit of \$2,000. Generally, the Lump Sum Death Benefit will be paid one month after the Fund Administrator has received all necessary information from your designated Beneficiary.

It is important to keep your enrollment information current with the Fund. Should it become necessary, the Fund uses this information to pay benefits to the appropriate individuals. If your Beneficiary dies before you and you do not name another Beneficiary, upon your death, the Fund will pay benefits to your:

- Surviving spouse; or if none, then
- Surviving children, in equal shares; or if none, then
- Surviving natural parents, in equal shares; or if none, then
- Estate.

Survivor Death Benefit

The Survivor Death Benefit is a monthly benefit paid to your spouse for the remainder of his or her life. It is paid in addition to any Lump Sum Death Benefit. Your surviving spouse is eligible to begin receiving the monthly survivor benefits the month following the month in which you would have become eligible for a Normal or Early Retirement Pension from the Fund. However, payments may not begin until one month after the Fund Administrator has received all necessary information from your surviving spouse.

The amount of the Survivor Death Benefit is calculated based on your Accrued Benefit on the day of your death. If you are eligible for a Normal or Early Retirement Pension when you die, the Fund treats your benefits like you retired on the day before your death with a 50% Joint and Survivor Annuity Option. In other words, the Fund calculates your benefits under the 50% Joint and Survivor Annuity Option and pays monthly benefits for the life of your surviving spouse as if your benefits commenced the day before you died.

Alternatively, if you were not eligible to retire on the day that you died, the Fund calculates the benefits as if you separated from service on the date of your death. The Fund then calculates your benefits in the form of a 50% Joint and Survivor Annuity Option as of the earliest date on which you would have become eligible to receive a Normal Retirement Pension. As before, the Fund pays monthly benefits to your surviving spouse as if you died immediately after your benefit commenced.

Please note that your surviving spouse is only eligible for the Survivor Death Benefit if, on the date of your death:

- You had been legally married for at least one year;
- You are vested in the right to receive a benefit; and
- Your benefit had not yet begun.

Lump Sum Disability Benefit

The Fund also provides a lump sum payment in the event that you are disabled. The Fund only provides a single lump sum payment; you may not choose a form of payment. If you are otherwise entitled to retire when you become disabled, you are eligible to receive your pension in addition to the disability benefit.

The Lump Sum Disability Benefit equals \$2.00 multiplied by each Week of Service in which your employer made contributions on your behalf up to a maximum of \$2,000. For purposes of this benefit, a "Week of Service" is defined as 45 Hours of Service.

To qualify for a Lump Sum Disability Benefit, you must meet the following requirements:

- You must be at least 45 years old;
- You must have at least 15 continuous Years of Service for Benefit Accrual Purposes;
- You must have at least five continuous years of participation under the Plan;
- Your employer must have made contributions under the Plan on your behalf for at least 40 weeks;
- You must be actively employed and covered by this Plan at the time you become disabled;
- You must have earned at least 500 actual Hours Worked in the 12 months immediately preceding the date on which you incurred the disability;
- You must be Totally and Permanently Disabled and present proof of such disability to the Fund Office in the form of a certified Social Security Award; and
- You must be Totally and Permanently Disabled for at least six months following the date the disability begins.

Generally, you will receive the Lump Sum Disability Benefit payment one month after the Fund Administrator has received all necessary information from you.

How to Apply for Benefits

To apply for a pension benefit, write to the Fund Office at least 45 days before you plan to retire. Your letter should state your name, address, Social Security number, and the date that you would like benefits to begin. Written requests for benefits should be sent to:

Warehouse Employees Union Local No. 730
Pension Trust Fund
911 Ridgebrook Road
Sparks, MD 21152-9451

After the Fund Office receives your request, the Fund Office will send you an application form and other instructions about the application process. To help you make an informed decision, you will receive information about the forms of payment available to you as well as the amount you would receive under each form when you apply for a pension.

To receive benefits from the Fund, you must return a completed application form to the Fund Office with copies of any required documents, like your birth certificate. In certain circumstances, the Fund Office may request additional information like a marriage license or divorce decree. To receive benefits from the Fund, you must provide all the materials requested by the Fund Office.

If your completed application with all of the supporting documentation required by the Fund Office is filed with the Trustees at least 45 days before your retirement, pension benefits will become payable on the first day of the month following your retirement.

However, if your completed application is filed less than 45 days before your retirement, pension benefits will not begin until the first day of the month following receipt of the completed application. ***Actual payment of the benefit will begin on the first of the month following the administrative processing of your completed application, which requires up to 45 days following receipt, and will include any applicable retroactive payments.***

While you may elect the form of payment in which you would like to receive your pension benefit, your election cannot be change. **This means that you may only elect the form of benefits once.** If your benefits are suspended under the Re-Employment Rules, you **may not** make a new benefit election when your benefits resume.

If you die before your Beneficiary, your Beneficiary should notify the Fund Office as soon as possible after your death. If your pension

benefits have already started, the Fund will make the appropriate adjustments for the survivor benefits, if applicable. If your pension benefits have not begun at the time of your death, your Beneficiary must complete the application process described above. Additionally, an application must be completed for the Lump Sum Death Benefit and the Survivor Death Benefit.

Incompetence or Incapacity

If the Fund Administrator determines that you are unable to care for your affairs because of legal considerations or a mental or physical incapacity, any payment due you may be directed to any other person(s) or institution who is maintaining or has custody of you. These payments will be made until a claim is made by a duly appointed guardian or other legal representative. Upon payment of these amounts, no additional payments are owed.

Assignment of Benefits

Benefits under the Plan are for your benefit only. They cannot be sold, transferred, assigned, or pledged to anyone; nor are benefits subject in any manner to anticipation, alienation, encumbrance, or charge. However, the Plan will comply with a Qualified Domestic Relations Order ("QDRO") that gives someone else a right to a portion of your pension or any offset permitted under Section 401(a)(13) of the Internal Revenue Code.

Right of Recovery

If any incorrect payment is made by the Fund, the Fund has the right to recover any such amount from the Participant, Pensioner, Surviving Spouse or the Beneficiary to whom or on whose behalf the payment was made. Any overpayment can be deducted for any future benefit payment to which a person may be entitled for the Fund. If an incorrect payment is made to or on behalf of a Participant, Pensioner, Surviving Spouse or the Beneficiary, the Participant and anyone else receiving any benefits through the Participant are both responsible for the overpayment and the Fund has the right to recover any overpayment from either or both individuals.

Appeal Procedures

If your application for benefits is denied, the Fund Office will notify you of the denial in writing within a reasonable period of time, but not later than 90 days after receipt of the claim by the Fund Office. However, if the Administrator determines that special circumstances require an extension of time for processing the claim, then the Fund Office will notify you in writing why additional time is needed and when you can expect a decision. In no event will the extension exceed 90 days from the end of the initial period.

Any notice denying a claim will state the specific reason why the claim was denied, including reference to the Plan provisions on which the determination was made and a description of any additional material or information necessary. Where applicable, the Administrator's notice will also explain why the additional material or information is necessary.

The denial notice will also explain that you have the right to appeal the denial of your claim to the Fund's Board of Trustees and the time limits applicable to this procedure. **To request a review of a denied claim (or appeal), you must send a written request to the Trustees within 60 days from the date you receive the notice denying the claim. Please note that you waive or lose your right to appeal if your request for review is not received within 60 days.** Also note that all written requests or communications under the appeals procedure should be delivered to the Fund Office in person or sent by first-class mail.

You have the right to submit written comments, documents, records, or other information relating to your appeal to the Trustees. You also have the right to reasonable access to, and copies of, all of the Fund's documents that are relevant to your claim. While access to the documents is free of charge, it is only available upon written request. The Trustees will take into account all comments, documents, records, and other information submitted regardless of whether it was considered in the initial claim denial.

The Trustees usually make a determination on appeals at the Board meeting immediately following the Fund's receipt of an appeal. If an appeal is filed less than 30 days before this meeting, the Trustees will make a determination at the second meeting following the Fund's receipt of the appeal. If special circumstances require more time, the Trustees will notify you of that fact in writing before the meeting at which they would have otherwise decided the appeal, and delay their decision until no later than the next meeting. The Trustees will notify you of their determination in writing with an explanation of the basis for their determination, if appropriate, and when a determination will be made.

The Trustees will also notify you about an extension before the second meeting following the Fund's receipt of the request for review. If the Trustees deny your appeal, you may request that the claim be submitted to binding arbitration. Your request for arbitration must be in writing and must be filed with the Trustees within 30 days after the decision on your appeal. While the Plan offers arbitration, it does not diminish other procedural options available to you under applicable law.

Please note that the Fund will deny claims for not providing sufficient information, documents, or other materials. In addition, please note that making false statements or misrepresentations during the application or appeals procedure is fraud. The Fund will take any and all actions necessary to protect itself from such misconduct, including, but not limited to, adjusting benefit payments to recover overpayments and initiating legal action where necessary.

The Trustees are responsible for interpreting and applying the Plan according to the terms of the Plan and the Trust. The decisions of the Trustees on appeals and related matters are final and binding on all parties. Benefits will be paid only if the Trustees decide in their discretion that the applicant is entitled to them under the terms of the Plan and the Trust.

Qualified Domestic Relations Orders

Although the Fund does not generally pay pension benefits to a third party, the Fund honors Qualified Domestic Relations Orders ("QDRO"). A QDRO is a judgment, decree, or order made under a state's domestic relations laws that creates or recognizes an alternate payee's right to receive all or a portion of a Participant's Plan benefits. An alternate payee can be a spouse, former spouse, child, or other dependent of a Participant. Courts often enter domestic relations orders as part of divorce proceedings.

A domestic relations order must satisfy certain criteria to be a QDRO. For instance, the order must specify certain information about the benefits to be paid to the alternate payee. In addition, the order cannot require that the Fund provide any type or form of benefit, or any option, not otherwise provided by the Plan. Furthermore, the order cannot require the Fund to pay benefits to an alternate payee that are required to be paid to another alternate payee under a previous QDRO.

The Fund Administrator, in conjunction with Fund counsel, will determine whether an order satisfies the requirements of a QDRO. Upon receipt of a proposed order, the Administrator will notify you and each alternate payee that the Fund received the proposed order. The Administrator will also provide the parties with a copy of the Fund's QDRO procedures. Within a reasonable period of time, the Administrator shall consult with Fund counsel to determine whether the proposed order satisfies the requirements of QDRO.

While the Administrator is making this determination, the Administrator will separately account for the amounts that would have been payable to the alternate payee during this period. If the proposed order satisfies the requirements of a QDRO, the Fund will notify the parties of this determination and pay the segregated amounts with interest, if any, and any other amounts required by order to the alternate payee. If the proposed order does not satisfy the requirements of a QDRO, the Fund will explain to the parties why the order is not qualified. The Fund Administrator may, in his or her discretion, continue to separately account for benefits if he/she determines that the alternate payee will promptly submit a revised order to correct the failings of the original one and the Administrator determines that the revised order would satisfy the requirements of a QDRO. Otherwise, the Fund Administrator will pay the segregated amounts with interest, if any, to you.

Provided the domestic relations order satisfies the requirements of a QDRO, the Fund generally will not pay benefits to an alternate payee before your Normal Retirement Age. If you die before your benefits begin, the alternate payee can only receive benefits if the QDRO

designating the alternate payee as the recipient of all or a portion of the benefits available upon your death was entered before the event of your death. If you have questions about QDROs or would like to review a copy of the Fund's QDRO procedures, contact the Fund Office.

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"). ERISA provides that all Plan Participants and Beneficiaries are entitled to certain rights, as outlined in the following information.

Receive Information about Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Plan, 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 ("EBSA");
- Obtain, upon written request to the Fund 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 Fund Administrator may make a reasonable charge for the copies);
- Receive a summary of the Plan's annual financial report, which the Fund Administrator is required by law to furnish each Participant; and
- Obtain a statement telling you whether you have a right to receive a pension at your Normal Retirement Age (generally age 60) and if so, what your benefits would be at your 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 earn a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

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 a 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.

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 the 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 Fund 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 Fund Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claims and appeals procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations 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.

Assistance with Your Questions

If you have any questions about your benefits, contact the Fund 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 Fund Administrator, should contact the nearest office of the EBSA, U.S. Department of Labor, listed in your telephone directory, or:

Nearest Regional Office
Washington District Office
Employee Benefits Security Administration
1335 East-West Hwy, Suite 200
Silver Spring, MD 20910
202-693-8700

National Office

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
200 Constitution Avenue N.W.
Washington, D.C. 20210
1-866-444-3272

For more information about your rights and responsibilities under ERISA,
visit www.dol.gov/ebsa.

Termination Insurance

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.

Law sets the maximum benefit that the PBGC guarantees. Under the multiemployer program, the PBGC guarantee equals a participant’s years of service multiplied by:

- 100% of the first \$11 of the monthly benefit accrual rate; and
- 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 (\$30 years x \$35.75 per month x 12 months).

The PBGC guarantee generally covers:

- Regular and early retirement pensions;
- Disability benefits if you become disabled before the Plan becomes insolvent; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefits based on plan provisions that have been in place for fewer than five years at the earlier of the:
 - Date the plan ends; or
 - Time the plan becomes insolvent;
- Benefits that are not vested because you have not worked long enough;
- Benefits for which you have not met all of the requirements at the time the plan becomes insolvent; or
- 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 that it guarantees, ask the Fund Administrator or contact:

Pension Benefit Guaranty Corporation
Technical Assistance Division
1200 K Street N.W., Suite 930
Washington, D.C. 20005-4026

You may also call the PBGC at 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site at www.pbgc.gov.

Participating Employers

Adams Burch

Eight O'Clock Coffee

McKesson Drug

Giant Recycling

Giant Warehouse

Union Local No. 730 Staff

Washington Food and Supply of DC