SUMMARY PLAN DESCRIPTION

OF THE

CONSTRUCTION AND GENERAL BUILDING LABORERS LOCAL 79

LEGAL SERVICES PLAN

Revised February, 2019

CONSTRUCTION AND GENERAL BUILDING LABORERS LOCAL 79
LEGAL SERVICES PLAN

WELCOME!

This booklet describes the Construction and General Building Laborers Local 79 Legal Services Plan (the "Plan"). The Plan is a pre-paid legal services program where you go to a designated law firm to receive legal services. The Plan was established by the Executive Board of Local 79 for qualified members. It is financed through union dues. This Plan was effective March 15, 1997.

This document is the official Plan document. Because it is written in nontechnical language and summarizes your rights under the Plan, it also serves as the Summary Plan Description. You should read this Summary Plan Description carefully; it provides you with a description of the Plan's eligibility rules, the benefits to which you may be entitled, and the Plan's operations. It also describes your rights under the Plan and the law in the event you believe you have been improperly denied benefits under the Plan or if you have a complaint about the services you received.

This Summary Plan Description contains the current rules on eligibility, benefits and other matters. However, these rules may change and, if so, you will be notified of those changes. Other rules that apply are contained in the Legal Services Plan Trust Agreement.

The Executive Board hopes that you will share their pride in your Plan and the measure of security it provides for you and your family.

GENERAL INFORMATION

THE PLAN. This Plan is the Construction and General Building Laborers' Legal Services Plan. It provides pre-paid legal service benefits to eligible participants and their eligible dependents.

I.D. NUMBER. The Plan's E.I.N. is 13-3933617.

PLAN YEAR. Plan financial records are maintained on a Plan Year basis which is the calendar year.

PLAN NUMBER. 501

PLAN SPONSOR IS LOCAL 79.

BOARD OF TRUSTEES IS THE PLAN ADMINISTRATOR AND AGENT FOR SERVICE OF PROCESS. The Plan is governed by a Board of Trustees which consists of three members of the Executive Board. The Board of Trustees is the Plan Administrator and the Agent for Service of Process. As the Plan Administrator, the Board of Trustees has the responsibility, in its sole and absolute discretion, for making decisions regarding eligibility, benefits, administration, interpretation of the Plan provisions and management of Plan assets. You may write to, contact or serve process on the Board of Trustees at the following address:

Board of Trustees of the Construction
and General Building Laborers' Local 79
Legal Services Plan
520 Eighth Avenue, Suite 679
New York, New York 10018
(212) 465-7900

MEMBERS OF THE BOARD OF TRUSTEES. The following individuals are the current members of the Board of Trustees:

Michael Prohaska
Kenneth Brancaccio
Toni-Lyn Riccardi

PLAN DIRECTOR. The Plan Director who is a Trustee has been directed by the Board of Trustees to assist them in carrying out their administrative duties. The current Plan Director is:

Michael Prohaska, Director
Construction and General Building Laborers Local 79
Legal Services Plan
520 Eighth Avenue, Suite 679
New York, New York 10018-4196
(212) 465-7900

The Plan Director is not paid for his services.

FINANCING. Dues contributions are the primary source of financing of the benefits provided by the Plan and the costs of administering the Plan. A portion of the Plan's assets may consist of investment earnings. Generally, contributions are made to the Plan only to the extent necessary to provide current benefits. All the contributions are deposited and held in a trust fund until they are used to pay benefits

WHO IS COVERED UNDER THE PLAN

ELIGIBLE MEMBERS. To be an Eligible Member entitled to receive benefits under the Plan, you must satisfy one of the following eligibility rules.

DUES PAYING MEMBER WHO WORKS AT LEAST 700 HOURS IN THE TWELVE (12) MONTH ELIGIBILITY PERIOD IS ENTITLED TO A FULL YEAR OF COVERAGE DURING THE SUBSEQUENT CALENDAR YEAR. If you are a member

in good standing of Local 79 and your dues are paid up-to-date, you will be eligible to participate in the Plan for the period January 1 through December 31 if:

- you worked at least 700 hours during the immediately preceding November 1 through October 31, and
- you were a dues-paying member in good standing during such period.

Additionally, for the calendar year 2015 ONLY, if you are a member in good standing of Local 79 and your dues are paid up-to-date, you will also be eligible to participate in the Plan for the period July 1 through December 31, 2015 if:

- you worked at least 400 hours during the period November 1, 2014 through April 30, 2015 and
- you were a dues-paying member in good standing during such period.

The hours you work that count towards determining eligibility include only those hours you work as a bargaining unit employee for an employer with whom the Mason Tenders' District Council has negotiated a collective bargaining agreement that governs the terms and conditions of your employment, or hours you work as an employee of Local 79 or the Mason Tenders' District Council, the Mason Tenders' Training Fund, the Mason Tenders' District Council Political Action Committee, Greater New York Laborers-Employers Cooperation & Education Trust, and the Laborers' Eastern Region Organizing Fund.

The number of hours you work are provided to the Local to enable the Trustees to determine whether you worked enough hours to be eligible. Contact the Plan's Director if you are told that you did not work enough hours to become eligible, but you believe that the records are wrong. The matter will be investigated. You may be asked to provide

documentation that you were paid by an employer in a Local 79 bargaining unit job, such as copies of your pay stub. You will be entitled to benefits from the date the Plan's Director determines you are eligible.

Note: If the Plan is covering a legal matter for you, but you then fail to work sufficient hours to qualify for future coverage, the open legal matter will continue to be covered for one additional twelve--month period provided you remain current in the payment of your union dues and otherwise continue to meet the eligibility criteria.

PENSIONERS. You will also be considered an Eligible Member if you are receiving a Normal, Early, Partial, or Disability Pension from the Mason Tenders' District Council Pension Fund, the Local 95 Pension Fund or from the Local 30 Pension Fund and, at the time of retirement, you were a member in good standing of Local 79 and have continued to be so as described below.

Note: If your membership is suspended for failure to pay dues, you will not be eligible for legal services benefits for a period of time equal to the period that elapsed from the first day of the month that you ceased to pay dues to the date you were reinstated. Example: John Retiree ceases to pay his dues as of January 2003 and is suspended in March 2003. In April, John starts to pay his dues and is reinstated as of April 1, 2003. John will not be eligible to receive legal services benefits prior to July 1 (3 months after John's membership was reinstated).

ELIGIBLE DEPENDENTS. Dependents of Eligible Members will likewise be eligible for benefits if they are:

- the Eligible Member's spouse; or
- the Eligible Member's unmarried child under the Applicable Age Limit as defined below.

For purposes of this Rule, the following definitions apply:

ELIGIBLE MEMBER'S SPOUSE. An Eligible Member's spouse means a legal spouse by virtue of a religious or civil marriage ceremony proven by a marriage certificate. Only one person may qualify as a spouse for any one period of time.

ELIGIBLE MEMBER'S CHILD. An Eligible Member's child means a natural born child, stepchild, adopted child, or foster child, but only if such a child resides with the Eligible Member and/or his/her spouse and is chiefly dependent upon the Eligible Member and/or his/her spouse for support or maintenance.

APPLICABLE AGE LIMIT. The applicable age limit means 18 years of age, or younger, except if your unmarried child is physically or mentally incapacitated, unable to work, resides with the Eligible Member and is wholly dependent upon the Eligible Member and/or his/her spouse for support and maintenance. Adequate proof must be furnished to the Plan Director before eligibility is determined and must also be furnished to the Plan Director from time to time at his request.

WHEN DO BENEFITS BEGIN FOR ELIGIBLE DEPENDENTS? Benefits for Eligible Dependents begin on the date the Eligible Member's benefits begin or on the date the dependent first satisfies the definition of Eligible Dependent, if later.

WHEN WILL BENEFITS TERMINATE?

ELIGIBLE MEMBERS. An Eligible Member's benefit will terminate under this Plan if and when any of the following events occur:

- the Member no longer satisfies the definition of Eligible Member under the Plan;
- the Plan is terminated by the Executive Board of Local 79; or
- the Plan no longer has sufficient assets to pay benefits.

ELIGIBLE DEPENDENTS. An Eligible Dependent's benefits will terminate under this Plan if and when any of the following events occur:

- the Eligible Member's benefits have terminated under the Plan;
- the Dependent no longer satisfies the definition of Eligible Dependent under the Plan; or
- the date in which a change in the Plan results in the termination of the Dependent's benefits.

However, if a spouse no longer satisfies the definition of Eligible Dependent under the Plan because of the death of the Eligible Member, the spouse remains eligible for one consultation concerning probate or other estate matters for a period of 90 days from the date of the Eligible Member's death.

this was Oct 2016 amendment

HELP WHEN YOUR STATUS IS UNCLEAR. If you have any questions regarding your eligibility, or when benefits begin or terminate, you should contact the Plan Director's Office. The telephone number is (212) 465-7900 and ask to be connected to the Business Manager's Department. Please identify yourself and state that your call involves the Legal Services Plan.

WHO PROVIDES THE LEGAL SERVICES BENEFITS? The Plan is a pre-paid, closed panel legal services plan. What this means is that the Executive Board has designated the entities which are responsible for providing the legal services benefits under this Plan to Eligible Members and Eligible Dependents. The following firm has

been designated to provide legal services benefits under the Plan:

Gorlick, Kravitz & Listhaus, P.C.
17 State Street, 4th Floor
New York, New York 10004-1501
(212) 269-2500
www.gkllaw.com

Additionally, the following organization has been designated to provide immigration and naturalization legal services benefits under the Plan:

Make the Road NY
301 Grove Street
Brooklyn, New York 11237
(718) 418-7690
www.maketheroadny.org

Only services provided by the designated legal services providers are covered under the Plan. If you utilize a different lawyer for a matter that would otherwise be covered under the Plan, you will not be entitled to reimbursement for the attorneys' fees or costs and expenses you incur.

APPOINTMENTS. To make an appointment, simply call the firm and identify yourself as an Eligible Member or Eligible Dependent of the Plan. The designated firm will verify your eligibility. New appointments are generally scheduled within seventy-two (72) hours. Thereafter, follow-up visits should be scheduled as necessary at mutually convenient times.

PROBLEMS. In a busy office, there can be circumstances that lead to confusion, misunderstandings and complaints. Should this occur, we encourage you to raise your concerns with the firm providing services to you. If this does not resolve the problem and

you wish to file a complaint about services provided, you should write or call the Plan Director to outline the circumstances. This will result in a review of the circumstances involved and a written response to you of the results of that review.

If your complaint is not satisfactorily addressed by the Plan Director, the Plan's Internal Claims Review Procedures are available (as described on pages 18-21).

NOTE: The Plan, the Local and its Executive Committee and the Plan Director shall not be liable or responsible for the acts or omissions of the designated firm or their employees in connection with the rendering of legal services under the Plan.

MONITORING. The Board of Trustees of the Legal Services Plan, on a regular basis, monitors the Eligible Member's and Dependents' evaluations of the services they have received under the Plan. The level of representation provided to the Eligible Members and Dependents is continuously monitored to ensure quality representation is given. You should make sure to let us know your opinion.

QUESTIONS ABOUT BENEFITS

WHAT BENEFITS WILL BE PROVIDED UNDER THE PLAN?

The Plan provides coverage for certain types of legal problems faced by Eligible Members and their Eligible Dependents. Specifically, the designated firm can advise and represent you with respect to:

- **Matrimonial and Family Law.** Legal services include adoption, paternity issues, preparation of a separation agreement, alimony, visitation, contested and uncontested divorces, handling custody and child support problems, and orders of protection. *In the case of matrimonial and family law matters, the Plan only covers*

disputes between family members where the Eligible Member (rather than an Eligible Dependent) is seeking services.

- **Personal Bankruptcy.** The Plan covers personal bankruptcy proceedings but not business bankruptcies.

- **Change of Name.**

- **Real Estate Transactions.** The Plan covers the purchase, sale, and refinancing of a primary residence. The residence must be a one, two or three family residence. If you purchase a new primary residence before you sell your old one, the old one will be treated as your primary residence if it is sold within six months of the closing on your new home. The Plan also covers deed transfers.

- **Landlord and Tenant Proceedings.** The Plan covers proceedings in landlord/tenant court in which the participant is the tenant.

- **Wills.** The Plan covers the preparation of simple wills, living wills, health care proxies, and powers of attorney.

- **Consultations.** The Plan provides benefits for consultations on a wide variety of legal issues.

- **Immigration and Naturalization Matters.** The Plan provides up to 8 hours per calendar year for immigration and naturalization services.

WHAT MATTERS ARE EXCLUDED OR LIMITED UNDER THE PLAN?

EXCLUSIONS. The following matters are specifically excluded from benefits provided under the Plan:

- In any dispute with or against Local 79, including the Plan, any of the Mason Tenders' District Council Trust Funds, or any of their affiliated

bodies, the Plan will not provide substantive benefits or consultation benefits;

- Any dispute with or against one's Employer;

- If an Eligible Member has a dispute with one or more other Eligible Members, the Plan will cover the member who first contacts the law firm, unless the law firm has previously represented the other member(s) and believes that it would be ethically inappropriate to represent the member who contacted the law firm first.

- class actions, interventions, or amicus curiae filings;

- civil litigation of any kind, including personal injury cases;

- any matter or case in which legal representation is or could be provided without charge through a Government agency;

- any matter or case in which legal representation is or could be provided under another legal services plan;

- legal representation in connection with any business venture or similar commercial activity;

- matters instituted prior to the time an individual became an Eligible Member or Eligible Dependent under the Plan or after coverage under the Plan is terminated for any reason;

- matters instituted or originally handled by another lawyer or law firm (excluding any prior designated firm), unless the law firm, in its sole discretion, determines that the handling of the matter would not be either unduly complicated or time-consuming.

- matters involving the purchase, sale or lease of investment or income-producing property, except that a two family or three family house used by the Eligible Member or Dependent as his/her principal residence shall not be deemed an investment or income producing property;

- appellate court proceedings;

- In any matter deemed by the designated firm(s) to be frivolous, spurious, or without merit, or made for purposes of harassment as well as any matter which the law firm believes could result in a violation of the ethical rules applicable to legal practice, the Plan will not provide substantive or consultation benefits.

- any matter the handling of which is not cost-effective, based on the amount of legal time that would be required to achieve the client's desired result.

- any matter where the designated firm determines that the Eligible Member or Eligible Dependent is engaging in a pattern of abusive or threatening behavior or consistently failing to keep appointments or otherwise cooperate with his/her attorney.

- duplication of services already rendered to the Eligible Member or Eligible Dependent on the same matter under the Plan;

- all criminal matters of any kind, including: federal, state, city and county felonies, misdemeanors and offenses (adult and juvenile); all criminal investigations, subpoenas and prosecutions; all arraignments and any assistance in arranging bail; and matters involving prison care, treatment and rights; and all traffic offenses and violations, including without limitation, driving while intoxicated and license revocation;

- all probate and estate matters of any kind (except simple wills), including: all probate and estate proceedings on behalf of any party, executor, executrix or beneficiary; all trust matters; all guardianship and conservatorship matters (not including guardianship proceedings under the jurisdiction of a domestic relations court, which proceedings are covered under the Plan);
- all matters with regard to taxes;
- worker's compensation cases; and
- unemployment compensation cases.

COSTS AND EXPENSES. The Plan will pay up to a combined total of $500 to the designated firm for the Eligible Member and his/her Eligible Dependents per calendar year for the following costs and expenses incidental to the handling of a legal matter by the designated legal services providers:

- court fees;
- filing fees;
- fees for service of summons and other process;
- deposition and trial transcriptions;
- discovery costs;
- requests for judicial intervention;
- notes of issue;
- overnight couriers and messengers;
- postage;
- photocopying costs;
- facsimile costs;

- long-distance telephone calls;
- witness fees;
- translations and interpreters;
- diligent searches;
- appraisers (excluding real estate appraisers);
- bankruptcy credit counseling fees;
- immigration fees;
- investigators; and
- publication fees.

All other costs and expenses exceeding the $500 annual limit shall be paid to the designated firm(s) by the Eligible Member or Eligible Dependent. Under no circumstances shall the Plan be liable or pay for any real estate closing costs, fines, penalties, damages or interest assessed against the Eligible Member or Dependent.

LIMITATIONS ON GEOGRAPHIC AREAS. The Board of Trustees has the sole and absolute discretionary authority to decide the geographic areas where the designated law firm(s) shall perform the legal services under the Plan. Presently, the areas are:

- The five counties comprising the City of New York;
- Nassau County;
- Suffolk County;
- Westchester County;
- Putnam County;
- Dutchess County;
- Rockland County;
- Orange County;

- Ulster County; and
- New Jersey (all counties).

Proceedings, real estate transactions, or cases in other geographic areas will not be covered under the Plan. The location of real estate determines whether it is covered. If the real estate is not located in one of the covered counties, the real estate transaction is not covered. Whether an otherwise covered litigation matter is covered depends on the location of the courthouse where a lawsuit would be or has been filed. The courthouse would have to be located in a covered geographic area.

WORK IN PROGRESS AT TERMINATION. The Eligible Member or Eligible Dependent is responsible for paying all legal services and costs incurred after his or her benefits have been terminated under the Plan.

ENCUMBRANCE OF BENEFITS. No monies, property or equity, of any nature whatsoever, in the assets of the Plan, or the benefits, or the monies payable therefrom shall be subject, in any manner, by an Employer, the Union, a Member or a Dependent to anticipation, alienation, transfer, assignment, pledge, encumbrance, garnishment, lien or charge.

MAY EXCLUDED MATTERS BE HANDLED BY THE DESIGNATED FIRM?

An Eligible Member or Eligible Dependent is free to retain the designated firm(s) with respect to an otherwise excluded matter at his/her own cost and expense. Provided, however, that such representation is permitted only if it is not violative of the intent and

purposes of the Plan, contrary to law, a conflict-of-interest, or a breach of ethics. The Board of Trustees has the right to ask the law firm about the number or nature of the matters that it is handling on behalf of Eligible Members or Eligible Dependents which matters are not covered under the Plan. Under no circumstance will the law firm divulge your name or any specific details of the representation. All such matters are strictly confidential.

HELP WHEN YOUR BENEFITS ARE UNCLEAR. If you have any questions regarding the scope of the benefits provided under the Plan, you should contact the Plan Director's Office. The telephone number is (212) 465-7900. Please identify yourself and state that your call involves the Legal Services Plan.

AMENDMENT OF PLAN. The Board of Trustees has the sole and absolute discretion and authority to amend or modify the Plan at any time and for any reason, in accordance with the provisions of the Trust Agreement.

TERMINATION. The Executive Board may terminate the Plan for any reason or it may suspend the provision or payment of benefits if it deems it appropriate to do so.

CONSTRUE THE TERMS OF THE PLAN. The Board of Trustees has the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan, Trust Agreement and any other documents and to decide all matters arising in connection with the operation or administration of the Plan. Without limiting the generality of the foregoing, the Board of Trustees shall have the sole and

absolute discretionary authority to: (1) take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan; (2) formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms; (3) decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan; (4) resolve and/or clarify any ambiguities, inconsistencies and/or omissions arising under the Plan, Trust Agreement or other Plan documents; and (5) process, and approve or deny, benefit claims and rule on any benefit exclusions. The Board of Trustees will apply Plan provisions consistently with respect to similarly situated Members and Dependents, where appropriate. All determinations made by the Board of Trustees with respect to any matter arising under the Plan, Trust Agreement any other Plan documents shall be final and binding on all affected Members and Dependents.

QUESTIONS ABOUT YOUR RIGHTS UNDER THE PLAN AND ERISA

WHAT MATTERS ARE SUBJECT TO THE PLAN'S INTERNAL CLAIMS REVIEW PROCEDURES? You must use the Plan's Internal Review Procedures in the following circumstances:

- you are denied legal services benefits from the designated firm(s) to which you believe you are entitled under the Plan;

or

- you are requested to pay fees or costs out of your own money you believe are supposed to be paid by the Legal Services Plan. (For example, if you are charged money for the cost

of a filing fee, and you think the Plan should pay for it, you should file a written claim.)

You also may use the Plan's Internal Review procedures if you believe the Plan Director has not satisfactorily addressed your complaint regarding treatment or services you received from the designated firm(s). Please note however that only the law firm (not the Local and not the Board of Trustees) is responsible for the quality of the services you receive so that you may also directly address quality of representation issues with the law firm, if you prefer.

WHAT ARE THE PLAN'S INTERNAL REVIEW PROCEDURES?

CLAIM FILING. If you do not receive the legal services benefits to which you believe you are entitled under the Plan or if you are requested to pay fees or costs to the designated firm(s) which you believe should be paid by the Plan, you should immediately file a written claim with the Plan Director.

AUTHORIZED REPRESENTATIVE. You may authorize a representative to act on your behalf with respect to any claim for benefits or appeal of an adverse benefit determination. Any such representation will be at your own expense.

CLAIM DENIAL. The Plan Director will review your claim. If he approves your claim, you will be so notified in writing. If the Plan Director denies your claim for benefits (called an "adverse benefit determination"), in whole or in part, you shall receive a written notice of the adverse benefit determination within ninety (90) days after receipt of the claim by the Plan, unless special circumstances require an extension of time up to an additional 90 days. If such an extension is required, you will be notified in writing prior to

the end of the initial 90-day period. Any notice will indicate the special circumstances that require an extension of time and the date by which the Plan Director expects to render a decision. The period of time within which the Plan Director must make a benefit determination begins at the time your claim is filed, without regard to whether all necessary information accompanies the claim filing. The written notice of an adverse benefit determination will set forth the specific reasons for the adverse determination, will refer to the specific Plan provisions on which the determination is based, will describe any additional material or information necessary for you to perfect your claim and will explain why this additional material or information is necessary.

FILING OF AN APPEAL. If you do not agree with the Plan Director's decision, you have the right to appeal the adverse determination of your claim. The following rules and procedures apply to any appeal of an adverse benefit determination:

- You must make a written request for review to the Board of Trustees within sixty (60) days after you receive written notice from the Plan Director of the adverse determination of your claim:
- You (or your representative) will be provided, upon request and free of charge, access to and copies of all relevant documents, records and other information.
- You (or your representative) may submit written comments, documents, records and other information relating to your claim to the Board of Trustees for its consideration.
- Your written request should set forth all the facts regarding your claim and the reasons(s) you believe the Plan Director's determination was incorrect.
- The review by the Board of Trustees will take into account all comments, documents, records and other information that you submit related to your claim, without regard to whether this

information was submitted to or considered by the Plan Director in the initial benefit determination.

REVIEW OF THE APPEAL. The Board of Trustees will review the written appeal along with all supporting documents. It generally will make a decision within sixty (60) days of its receipt of your appeal. If special circumstances require a longer period of time, you will be notified in writing prior to any extension of time. The written notice will describe the special circumstances and the date as of which a benefit determination will be made. A decision will be made not later than one hundred and twenty (120) days from the date the Board of Trustees received your written appeal. The period of time within which the Board of Trustees must make a determination on review begins at the time your appeal is filed, without regard to whether all necessary information accompanies the appeal.

You will be notified in writing of the Board's determination not later than five days after a determination is made. In the case of an adverse benefit determination by the Board, the written notice shall include specific reasons for the adverse determination, as well as specific references to the pertinent Plan provisions on which the benefit determination is based. You will be entitled to receive, upon request and free of charge, access to and copies of all relevant documents, records and other information. The Board of Trustee's decision shall be final and binding. These procedures are the only way to appeal an adverse benefit determination under the Plan. You cannot file a lawsuit on a claim unless you have followed the Plan's Internal Review Procedures. If your claim appeal is denied by the Board of Trustees, you have the right to bring a civil action in Federal court under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

RELEVANCE OF DOCUMENTS. A document, record or other information will be relevant to your claim if: it was relied upon in making a determination, it was submitted, considered or generated in the course of making a determination, without regard to whether it was relied upon in making the benefit determination, or it demonstrates either that the determination was made in accordance with the governing Plan documents or that, where appropriate, the Plan provisions were applied consistently with respect to similarly situated claimants.

ERISA STATEMENT

Regulations of the federal government require that the following Statement must appear in this document. Not all of the Statement is necessarily accurate or applies to this Plan.

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 shall be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS. Examine, without charge, at the Plan Director's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Director, copies of the 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 Plan Director may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Director is required by law to furnish each participant with a copy of this summary annual report.

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

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them with 30 days, you may file suit in a Federal court. In such

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

[THE LOWER PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

ASSISTANCE WITH YOUR QUESTIONS. If you have questions about your Plan, you should contact the Plan Director. 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 Director, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquires, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.

Trustee

Trustee

Trustee

RESTATED February, 2019