

**IBEW LOCAL 684
PENSION PLAN
(Defined Benefit Pension Plan)
and
IBEW LOCAL 684
PROFIT SHARING 401(K)
PLAN
(Defined Contribution Plan)**

**SUMMARY PLAN
DESCRIPTION (SPD)**

[For Members of IBEW 684]



December 2017

**KEEP THIS BOOKLET
FOR FUTURE REFERENCE**

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IBEW LOCAL 684 PENSION PLAN

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Pleasanton, CA 94566
(866)-242-1822 or (925)-208-9987
www.IBEW684benefits.org

Dear Participant:

We are pleased to provide this restated Plan booklet, known as a Summary Plan Description (“SPD”), for both the IBEW Local 684 Pension Plan and the IBEW Local 684 Profit Sharing 401(k) Plan, (“Plan”). The Plans provide retirement benefits for members of IBEW Local 684 and others working under a Collective Bargaining Agreement between IBEW Local 684 and the National Electrical Contractors Association, Modesto Division, Northern California Chapter (“NECA”) (and some individual employers).

This booklet summarizes the key provisions of the Plans including how you earn benefits, when you may commence receiving your benefits and the choices you have when your benefits are paid to you. The formal text of the Plan Documents control eligibility, benefit payments, and other aspects of the Plans. **If there is a conflict between this booklet and the Plans, the Plans will govern.**

You should read this booklet carefully. There is more information on Pension Trust’s website, which is: www.IBEW684benefits.org. Moreover, if you are married you may want to discuss the Plans’ benefits, options and other rules with your spouse.

KEEP THIS BOOKLET FOR FUTURE REFERENCE.

Over the years you may earn a substantial pension benefit to which you or your named beneficiary may be entitled. Please submit a completed beneficiary form to the above address and notify the Plan Office of any address changes.

Only the Board of Trustees is authorized to interpret the Plans described in this booklet. The Board of Trustees has the full discretionary authority to determine eligibility for benefits, claims and appeals and to construe and interpret the Plans and related documents, and any rules.

If you have any questions about the Plans or desire additional information, please write to the Plans at the address listed above.

Sincerely,

Board of Trustees

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IMPORTANT NOTICES

LIMITATION UPON RELIANCE ON BOOKLET AND STATEMENTS

This booklet provides a brief, general summary of the Plans' rules. It is not intended to cover all the details of the Plans. Nothing in this Summary Plan Description is meant to interpret or change Plan provisions. You should review the Plans to fully determine your rights. The Plan Documents are available for your review at the Trust Fund Office upon written request.

You are not entitled to rely upon oral statements of representatives of the Trust Fund Office, any Trustee, an employer, any union officer, or any other person. If you wish an interpretation of the Plans, you should address your request in writing to the Board of Trustees. To make its decision, the Board of Trustees must be furnished with full and accurate information concerning your situation. **As a courtesy to you, a Plan Representative may respond orally to questions; however, oral information and answers are not binding upon the Plans and cannot be relied upon in any dispute concerning your benefits and/or the Plans.**

You should further understand that, from time to time, there may be an error in a statement, letter or other communication that you receive which may be corrected upon an audit or review. The Board of Trustees reserves the right to make such corrections.

C A U T I O N: FUTURE PLAN AMENDMENTS

Future amendments to the Plans may have to be made from time to time to comply with Congressional action, rulings by federal agencies, and/or courts and other changes deemed necessary or prudent by the Board of Trustees. You will be notified when material amendments to the Plans are made. Before you decide to retire or request a distribution, you should contact the Plan Office to determine if there have been Plan changes or other developments that may affect your retirement.

CONSULT WITH TAX ADVISOR

Plan representatives do not provide tax advice or indicate how you should receive your benefits. **You should discuss with a tax advisor the tax consequences of any withdrawal of funds or selection of a benefit option.**

ONE YEAR TO FILE A LAWSUIT

If a claim for benefits has been denied and you filed an appeal which is also denied, or you have a different type of adverse determination, you have one year from the date of the denial of the appeal or the adverse determination to file a lawsuit seeking to overturn the appeal and/or adverse determination. **Failure to do so means that you will not be able to file your lawsuit.**

IBEW LOCAL 684 PENSION PLAN

I. TYPE OF PLAN

The name of the Plan is the IBEW Local 684 Pension Plan (“Plan”). The Plan was originally established as of April 1, 1975 and has been restated effective as of January 1, 2014. The Plan is a multi-employer, collectively bargained defined benefit pension plan, which means that the Plan contains a formula for determining your pension benefit at retirement. If you are vested, you will be entitled to a “defined” benefit at retirement based on your years of service and the formula provided in the Plan and as summarized in this booklet. Benefits are payable at Normal Retirement (age 62 or older), early retirement (age 55, if eligible) and in the event of a permanent and total disability. The Plan Year is April 1-March 31 of the following year.

The Plan is governed by a federal law known as the Employee Retirement Income Security Act as amended (“ERISA”) and is insured under the federal Pension Benefit Guaranty Corporation, known as the “PBGC”. See Article XIV, Section D on pages 33-34 of this booklet for more information on the Plan’s provisions relating to termination and the PBGC guarantee of certain benefits.

II. PARTICIPATION AND VESTING

A. PARTICIPATION REQUIREMENTS (250 HOURS)

An Employee who works in Covered Employment becomes a Participant in the Plan on the April 1 or October 1 next following a twelve-consecutive-month period during which he accumulates at least 250 Hours of Service in Covered Employment (work pursuant to the collective bargaining agreement between IBEW Local 684 and NECA, Northern California Chapter, or an individual employer). Under this rule, the Employee's initial twelve-month period for measuring eligibility to participate begins on the day on which his first Hour of Service is performed. Succeeding computation periods commence on April 1 of the year that commences prior to the first anniversary of the Employee's initial eligibility computation period. The 250-hour requirement may also be completed with Hours of Service in Continuous Non-Covered Employment with a Contributing Employer.

B. TERMINATION OF PARTICIPATION (LESS THAN 250 HOURS)

A Participant who incurs a one-year Temporary Break in Service (earns less than 250 hours of Benefit Credit in a Plan Year) ceases to be a Participant as of the last day of the Plan Year which constituted such One-Year Break in Service, unless he is a Pensioner or Vested Participant.

C. REINSTATEMENT OF PARTICIPATION

An Employee who has lost his status as a Participant in accordance with Section B above and/or because of a Permanent Break in Service (see pages 5-7) will again become a Participant by meeting the requirements of Section A above. A person who has not incurred a Permanent Break in Service will receive Credited Service and Benefits earned in the period prior to and after his Temporary Break in Service immediately upon his first day of reemployment.

D. QUALIFIED MILITARY SERVICE

"Qualified Military Service" means a Participant's qualified military or other uniformed service period under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. Chapter 43. Notwithstanding any provision in the Plan to the contrary, vesting, benefits and service credit with respect to Qualified Military Service will be provided in accordance with USERRA and IRC Section 414(u). Qualified Military Service will count for purposes of earning Credited Future Service and avoiding a Break in Service provided that the Participant has reemployment rights under USERRA and must not have incurred a One Year Break in Service at the time he entered Qualified Military Service.

E. RECIPROCITY

The Board of Trustees is signatory to the IBEW-NECA National Electrical Industry Pension Reciprocity Agreement which provides for the transfer of your pension benefits with this Plan to another defined benefit pension plan, or vice versa, depending on your Home Local Union upon your completion of the reciprocal registration process online (the ERTS electronic transfer protocol) available at your Home Local Union or the Union where you are working. If you work under a Collective Bargaining Agreement in the jurisdiction of another IBEW Local Union and you fail to enroll under the Electrical Industry Reciprocity Agreement, your Employer's contributions under that agreement will be made on your behalf to the other Local Union's pension fund. **Thus, if you do not authorize the transfer of Employer contributions, the contributions will not be transferred, and the contributions made on your behalf to the other pension fund will be subject to that other Plan's rules.** Because retroactive reciprocity transfers are not permitted, timely registration through ERTS is important.

ARTICLE III. YEARS OF CREDITED SERVICE AND ACCUMULATION OF BENEFIT UNITS

A. YEARS OF CREDITED SERVICE BEFORE THE CONTRIBUTION DATE

1. Past Service Credit: 1000 Hours in a Plan Year/Up to Five Years Maximum.

A Participant who works at least 250 Contributory Hours in Covered Employment in the 12-month period following his Contribution Date is entitled to Credited Past Service for employment before the Contribution Date for which Contributions would have been made to the Pension Trust had the provisions establishing this Pension Trust been in existence during such period of employment. There is excluded from any such Credited Past Service any employment covered by a pension program of a public agency or any periods of self-employment. **Five (5) Years of Credited Past Service is the maximum Credited Past Service allowable to a Participant. The Plan's contribution date is April 1, 1975.**

A Participant is entitled to one full year of such Credited Past Service for each Plan Year he was employed for 1,000 hours or more in Covered Employment. If a Participant was employed for less than 1,000 hours, but for at least 250 hours in any Plan Year, he is entitled to one quarter of Credited Past Service for each 250 hours of such Covered Employment.

2. Proof used in determining Past Service Credit Amounts.

For the period prior to the Contribution Date, it may be difficult to establish with certainty the Credited Past Service of a Participant in the type of employment referred to in subsection above. In making the necessary determination as to Credited Past Service, the Board of Trustees may consider and rely upon any relevant and material evidence including, without limitation, any of the following:

- (a) Union records;

- (b) Records and/or statements of Contributing Employers or any employer known or reputed to have been operating in the electrical industry in the geographical area covered by the Plan;
- (c) A W-2 form or check stub furnished for work performed during the period for any employer known or reputed to have been operating in the electrical industry in the geographical area covered by the Plan;
- (d) Records of the Social Security Administration;
- (e) Records of the Health and Welfare Plan covering electricians for whom contributions are made to the Pension Trust;
- (f) A statement from an individual having knowledge of the Participant's employment in work of the type for which Credited Past Service is granted in the geographical area covered by the Plan.

B. YEARS OF CREDITED SERVICE AFTER THE CONTRIBUTION DATE

1. **Beginning with your Contribution Date (April 1, 1975)**. A Participant is entitled to Credited Future Service for Hours of Service in Covered Employment during a Plan Credit Year in accordance with the following table:

<u>Hours of Service in Plan Credit Year</u>	<u>Credited Future Service</u>
Less than 250	None
250 to 499	1/4
500 to 749	2/4
750 to 999	3/4
1,000 or more	One Year

Credited Future Service is also known as "Credited Service" or "Vesting Service". You also receive Credited Future Service for work in a job not covered by the Plan if you work for a contributing employer and:

- You move directly from a covered job with that employer to a non-covered job with that same employer, or
- You move directly from a non-covered job with that employer to a covered job with that same employer.

If, however, you work in non-covered employment and you do not work enough hours for a contributing employer to earn a full year of Credited Service in a Plan Credit Year, you will not receive any Credited Service. Fractions of a year of Credited Service are not granted for non-covered employment.

2. **Non-Covered Employment**. If a Participant works for a Contributing Employer in Continuous Non-Covered Employment, his Hours of Service in such Continuous Non-Covered

Employment, after the Contribution Date, are counted toward a Year of Credited Future Service. If the Participant does not work sufficient Hours of Service for Contributing Employers to earn a full Year of Credited Service in a Plan Credit Year, he is not entitled to any portion of a Year of Credited Future Service for Hours of Service in Continuous Non-Covered Employment.

3. **No Credited Service for Period Before a Permanent Break in Service:** A Participant is not entitled to Credited Service for any period preceding a Permanent Break in Service.

C. BENEFIT UNITS

The amount of your monthly pension will be based on the number of Benefit Units that you earned before April 1, 1980, and the Employer contributions made on your behalf after that date (and the percentage used to calculate your pension benefits).

1. **Benefit Units Earned Before the Contribution Date:** A Participant is entitled to one Benefit Unit (or portion thereof) for each Year of Credited Past Service (or portion thereof) to which he is entitled as set forth in Article III, Section A.1 above.

2. **Benefit Units Earned After the Contribution Date (April 1, 1975) and Prior to April 1, 1979:** After the Contribution Date, and prior to April 1, 1979, a Participant is entitled to one Benefit Unit (or portion thereof) for Contributory Hours worked during a Plan Credit Year according to the following schedule:

<u>Contributory Hours Worked in Plan Credit Year</u>	<u>Benefit Units</u>
Less than 250	None
250 to 374	2/10
375 to 499	3/10
500 to 624	4/10
625 to 749	5/10
750 to 874	6/10
875 to 899	7/10
1,000 to 1,124	8/10
1,125 to 1,249	9/10
1,250 or more	One

3. **Benefit Units Earned After March 31, 1979 and Prior to April 1, 1980:** After March 31, 1979, a Participant is entitled to one Benefit Unit (or portion thereof) for Contributory Hours worked during a Plan Credit Year according to the following schedule:

<u>Contributory Hours Worked in Plan Credit Year</u>	<u>Benefit Units</u>
Less than 250	None
250 to 374	2/10
375 to 499	3/10
500 to 624	4/10
625 to 749	5/10
750 to 874	6/10

875 to 899	7/10
1,000 to 1,124	8/10
1,125 to 1,249	9/10
1,250 to 1,374	One
1,375 to 1,499	11/10
1,500 to 1,624	12/10
1,625 to 1,749	13/10
1,750 to 1,874	14/10
1,875 or more	15/10

If a Participant works for a Contributing Employer in Continuous Non-Covered Employment and earns a Year of Credited Future Service in a Plan Credit Year after the Contribution Date but works less than 250 Contributory Hours, he will be credited with a pro-rated portion of a full Benefit Unit in the ratio which the Contributory Hours of work bears to 2,000 hours.

4. Exception: A Participant is not entitled to Benefit Units for any period preceding a Permanent Break in Service as set forth in Section E below.

D. VESTING RULES—FIVE YEARS OF CREDITED SERVICE

A Participant who has worked at least one hour of Covered Employment on or after January 1, 1999, is 100% Vested when he accumulates 5 Years of Credited Service (without an intervening Permanent Break in Service). If you have not worked one or more hours of Covered Employment on or after January 1, 1999, you are subject to a ten-year vesting requirement under the Plan rules in effect at that time.

You earn one year of Vesting Service (Credited Service) when you earn 1,000 or more hours of Service during a Plan Year. Partial years of Vesting Service are granted for hours between 250 and 999 as noted above in Section B.

E. BREAKS IN SERVICE: GENERAL

If a Participant has a Break in Service before he has become a Vested Participant, it has the effect of canceling his participation, his previous Years of Credited Service and his Benefit Units accrued to the date of his Break in Service; however, a Break in Service may be temporary, subject to repair by a sufficient amount of subsequent Credited Service. A longer Break in Service may be permanent. The Break in Service rule does not apply to a Pensioner or a Vested Participant.

1. One-Year Break in Service After the Contribution Date.

(a) A Participant incurs a One-Year Break in Service in any Plan Credit Year after the April 1 coinciding with or next following his Contribution Date in which he fails to earn at least 250 Hours of Service in Covered or Continuous Non-Covered Employment.

(b) A One-Year Break in Service may be eliminated if, before incurring a Permanent Break in Service, the Participant subsequently earns one quarter of Credited Future Service. Thus, prior earned Years of Credited Service and Benefit Units are restored.

2. **Permanent Break in Service before April 1, 1985.** A non-vested Participant incurred a Permanent Break in Service prior to April 1, 1985, if he had consecutive One-Year Breaks in Service that equaled or exceeded the number of full Years of Credited Service which he had previously accumulated.

EXAMPLE 1

An Employee has earned four years of credited service. Then Prior to April 1, 1985, you incurred a break in service if you had fewer than 250 hours of service in a Plan Year.

EXAMPLE: An employee earned 4 years. Then:

<u>Year</u>	<u>Employee Works</u>	<u>Years of Credited Service</u>	<u>Break-in-Service Years</u>
1	200 hours	4	1 year (temporary)
2	150 hours	4	2 years (temporary)
3	0 hours	4	3 years (temporary)
4	0 hours	0	4 years (permanent)

EXAMPLE 2

Beginning April 1, 1985, a break-in-service becomes permanent if an employee's number of one-year breaks exceeds five, or if greater, the number of his full years of credited service.

Example 2: An employee has earned four years of credited service. Then in:

<u>Year</u>	<u>Employee Works</u>	<u>Years of Credited Service</u>	<u>Break-in-Service Years</u>
1	200 hours	4	1 year (temporary)
2	150 hours	4	2 years (temporary)
3	0 hours	4	3 years (temporary)
4	0 hours	4	4 years (temporary)
5	210 hours	0	5 years (permanent)

Before April 1, 1985, the employee in Example 1 has a permanent break-in-service after the fourth year because the number of consecutive break-in-service years equaled the number of full years of credited service. If there were at least 250 hours worked in the fourth year, his years of credited service would total four and one-half. Then, the consecutive one-year breaks-in-service would be broken and the previous temporary break-in-service years would be eliminated. Beginning April 1, 1985, the employee in Example 2 does not suffer a permanent break until he incurs a fifth-consecutive one-year break.

This means that a one-year break-in-service beginning April 1, 1985, (less than 250 hours of service in a plan credit year) can be repaired – so long as the break-in-service is not permanent. All previous break-in-service years are disregarded after a plan credit year in which an employee has at least 250 hours in covered employment and/or continuous non-covered employment.

3. **Permanent Break in Service After March 31, 1985.**

A non-vested Participant incurs a Permanent Break in Service if he had consecutive one-year Breaks in Service that equaled or exceeded the number of full Years of Credited Service which he had previously accumulated, or five years, whichever is greater.

4. **Grace Periods After March 31, 1985: Maternity or Paternity.**

(a) **Maximum of 501 Hours: Maternity or Paternity.** A Participant who is absent from Covered Employment after March 31, 1985, because of Maternity or Paternity Leave, is credited with a maximum of 501 Hours of Service for the period of such leave for (i) Pregnancy of the individual; (ii) Birth of the child of the individual; (iii) Placement of a child with the individual due to adoption; or (iv) care of the child immediately following birth or adoption.

(b) **Does not Add to Credit Service Totals.** A grace period does not add to a Participant's Credited Service; it is a period which is to be disregarded in determining whether the Participant has worked sufficient hours in Covered Employment to prevent a Permanent Break in Service. To secure the benefits of a grace period, a Participant must give written notice to the Board of Trustees. The Board, at its discretion, may determine whether the Participant is entitled to a grace period in accordance with the provisions of this Section.

(c) **Plan may Require Evidence to Support Leave.** The Board of Trustees may require as a condition of providing credit for the hours required that a Participant certify that the leave was taken for the designated reason. The Board of Trustees, at its discretion, may require such medical or other evidence as it deems appropriate.

5. **Permanent Break in Service—Cancellation of Credited Service and Benefit Units.**

If a Participant who has not achieved status as a Vested Participant has a Permanent Break in Service, his previous Years of Credited Service and Benefit Units are canceled.

F. SEPARATION FROM COVERED EMPLOYMENT—Two Years without 250 Hours

A Participant is deemed to be Separated from Covered Employment at the end of any two- consecutive Plan Credit Year periods during which he does not work at least 250 Contributory Hours within one Plan Credit Year.

IV. PENSION ELIGIBILITY AND AMOUNTS

A. GENERAL

This Article sets forth the eligibility conditions and amounts payable for the pensions provided by the Plan. The accumulation and retention of Benefit Units and Credited Service for eligibility determines the amount your pension. The pension amounts are subject to reduction on account of the Spousal Pension as described in Article V. Entitlement of an eligible Participant to receive pension benefits is subject to his retirement and application for benefits.

Eligibility depends upon Credited Service and takes into account employment both before and after Contributions began. Pension amounts are based on accumulated Benefit Units, which also takes into account creditable employment both before and after Contributions began.

B. REGULAR PENSION

1. **Eligibility for a Pension Benefit—Age 62 with Five years of Credited Service.** A Participant who has retired is eligible to receive a Regular Pension if he has attained age 62 and has at least 5 Years of Credited Service (without a Permanent Break in Service) or on or after age 62 with at least five years of Participation in the Plan.

2. **Amount of your Regular Pension—How to calculate your pension.** A Regular Pension effective on or after April 1, 1986 is a monthly amount equal to the sum of the amounts determined in accordance with subsections a., b., and c. below:

a. For each Non-Contributory Benefit Unit (past service credit) (including any fractions thereof) a monthly amount of \$20.00 (up to a maximum of 5 non-contributory credit units). For motor shop employees, a monthly amount of \$9.00.

b. For each Contributory Benefit Unit earned after the most recent Separation from Covered Employment, the sum of (1) through (5) below:

(1) For each Contributory Benefit Unit (or any fractions thereof) earned prior to April 1, 1980, a monthly amount of \$50.00. For motor shop employees, a monthly amount of \$12.00.

(2) With respect to Covered Employment on and after April 1, 1980 through March 31, 2008, the monthly pension amount is 3.1% of the Employer Contributions made or required to be made on behalf of the Employee during the Plan Credit Plan Year.

(3) With respect to Covered Employment on and after April 1, 2008, through April 31, 2009, the monthly pension amount is 2.0% of the Employer Contributions made or required to be made on behalf of the Employee during a Plan Credit Year.

(4) With respect to Covered Employment on and after May 1, 2009 through March 31, 2016, the monthly pension amount is 1.0% of the Employer Contributions made or required to be made on behalf of the Employee during a Plan Credit Year. Effective April 1, 2014, \$1.50 of Employer contributions were excluded from the hourly benefit accrual formula.

(5) With respect to Covered Employment on or after April 1, 2016, the monthly pension amount is 1.6% of the Employer Contributions made or required to be made on behalf of the Employee during a Plan Credit Year. (Effective December 1, 2015, the hour Employer contribution was decreased from \$7.53 to \$7.03. This contribution rate was temporary and returned to \$6.03 as of December 1, 2017.)

During various periods, there may be contributions determined by the bargaining parties to be made to the Plan to help fund the Plan but not be counted for benefit accrual purposes. The Plan will be interpreted consistent with the intent of the bargaining parties.

c. A monthly amount payable for each Contributory Benefit Unit accrued prior to any Separation from Covered Employment. The monthly amount payable for each Contributory Benefit Unit earned prior to any Separation from Covered Employment is the amount which was payable by the Plan as provided for in Plan provisions in effect at the end of the Separation period or when the benefits were earned.

Active participants will receive an annual statement showing the value of the pension benefits that you have earned, including the amount of Employer contributions made on your behalf.

ALERT: If You Find Errors in Your Statement.

If you notice any errors in your or Annual Statement and/or you have any questions regarding your statement, you should contact the Trust Fund office immediately.

C. EARLY RETIREMENT PENSION

1. **Eligibility for Early Retirement Pension.** A Participant who terminates his Covered Employment is entitled to an Early Retirement Pension prior to Normal Retirement Age if he has attained age 55 and has at least 5 Years of Credited Service (without a Permanent Break in Service), excluding any Credited Future Service earned as a result of work in Continuous Non- Covered Employment.

2. **Amount of Early Retirement-1/2 of 1% Reduction for Each Month Pre-Age 62.** The Early Retirement Pension is a monthly amount determined as follows:

a. The first step is to determine the amount of the Regular Pension to which the Participant would be entitled if he were 62 years of age on his Annuity Starting Date.

b. The second step, to take account of the fact that the Participant is younger than 62, is to reduce the first amount by one-half (1/2) of one percent (1%) for each month that the Participant is younger than 62 on the effective date of his Early Retirement Pension.

EARLY RETIREMENT BENEFIT REDUCTION EXAMPLE

For example: Assume an employee decides to retire at age 55. His regular Pension, if he were age 62, would be \$1,706.00 a month. Because he is 84 months (7 years) younger than 62, the reduction is $\frac{1}{2}$ of 1% for each of the 84 months that he is younger than age 62 which equals a reduction of 42%. The reduction is therefore 42% of \$1,706.00 or \$716.52. Subtract \$716.52 from \$1,706.00 which equals \$989.48 or \$990.50 rounded. That is the reduced early retirement benefit in this example.

D. RULE OF 80 PENSION – ELIGIBILITY FOR FULL PENSION BENEFIT

A Participant is eligible to receive a Rule of 80 Pension if he has attained age 60 or older and the combination of Years of Credited Service and Age equals or exceeds 80 (without a Permanent Break in Service). Thus, when a Participant who has 20 years of Credited Service reaches age 60, he may terminate his employment and retire with a full pension benefit under the Rule of 80 Pension. Similarly, a Participant with 19 years of Credited Service could retire with a full pension at age 61. The monthly amount of the

Rule of 80 Pension is determined in the same way as the monthly amount of the Regular Pension is determined. That is so even if you retire prior to age 62.

E. DISABILITY PENSION - ELIGIBILITY

1. **Eligibility for a Disability Pension.** A totally disabled Participant who has retired is entitled to receive a Disability Pension if he meets the following requirements:

- a. He is under age 62; and
- b. He has at least 5 Years of Credited Service (without a Permanent Break in Service), excluding any Credited Future Service earned as a result of work in Continuous Non-Covered Employment; and
- c. He has worked at least 250 Contributory Hours in either of the two consecutive Plan Credit Years prior to the Plan Year in which he became totally disabled.

FILE EARLY APPLICATION WITH THE TRUST FUND OFFICE

You are urged to file a claim for a Disability Retirement Benefit with the Trust Fund Office at the same time that you apply for your Social Security Disability Benefit so that Plan benefits become payable as early as possible.

2. **Amount of Disability Pension.** The amount of your monthly disability Pension is determined in the same way as the amount of the Regular Pension is determined.

Payment of your Disability Pension begins the first day of the month after you have been disabled for six full calendar months and receive a Social Security Disability Award. You must file an application with the Trust Fund Office within 18 months after receiving a determination by the Social Security Administration. Otherwise, payments will not begin until the first of the month after you file an application with the Trust Fund Office.

The Disability Pension is payable for as long as you remain totally disabled as determined by the Social Security Administration **unless you engage in work for wages or profit exceeding \$500.00 per month.** Once you reach age 62, your pension will continue even if you recover as long as you remain retired.

3. **Total Disability Defined.** A Participant is deemed totally disabled only if the Participant has received a determination by the Social Security Administration that he is entitled to Social Security Disability Benefits in accordance with his Old Age, Survivors, and Disability Insurance (OASDI). A Participant shall, as a condition of receiving the disability pension benefits, submit written confirmation from the Social Security Administration that the Participant remains eligible to receive Social Security Disability Benefits, if requested by the Trust Fund Office.

4. **Disability Pension Payment—File Disability Application within 18 Months of Receipt of the Social Security Disability Award.**

- a. The Disability Pension does not commence being paid until six (6) full calendar months of disability have elapsed or until the requirement for advance application has been met, whichever is later. **You must file an application with the Trust Fund Office within**

18 months after receiving a Social Security Determination of Disability; otherwise, payments will not begin until the first of the month after you file an application with the Trust Fund Office. Payment of the Disability Pension shall continue thereafter for as long as the Pensioner remains totally disabled except that upon attainment of age 62, a Pensioner on a Disability Pension will have his benefits continued without regard to whether he remains totally disabled.

- b. If the Annuity Starting Date for a Participant who is totally disabled is more than two months after the date payments would have begun in accordance with subsection a., the Pensioner shall be entitled to an auxiliary disability benefit. The auxiliary disability benefit is an amount, payable as a lump sum, equal to the monthly benefit payable as the Pensioner's Disability Pension (in the payment form elected for that pension) multiplied by the number of complete months between the Annuity Starting Date and the date the Disability Pension payments would have begun in accordance with subsection a.

5. **Limit on Income/Recovery by a Pensioner on a Disability Pension-Notice Rules.** If a disability Pensioner, prior to age 62, is no longer totally disabled, he must report in writing to the Board of Trustees within 21 days of the date that he receives notice from the Social Security Administration of such loss or notice of recovery. If such written notice is not provided, the Participant shall upon subsequent retirement prior to normal retirement age, be disqualified for benefits for up to six (6) months following the date of retirement in addition to the months which may have elapsed since termination of Social Security disability benefits. **If a Pensioner on a Disability Pension loses entitlement to a Social Security Disability Pension or recovers from his disability prior to attainment of age 62, such fact shall be reported, in writing, to the Board of Trustees within 21 days of the date he receives notice from the Social Security Administration of such loss or notice of recovery.**

If a Participant who is receiving a Disability Pension becomes employed in any employment, disability payments shall cease for the months of such employment whether the Participant continues to receive Social Security Disability payments for those months. Employment shall be evidenced by earning in any month a gross amount of \$500.00 or more, reported on either a W-2, 1099 or comparable tax document. The Trust Fund Office has total discretion in determining whether you have earned \$500 in a month. If you fail to provide advance notice to the Plan of such work, the Plan may presume that you earned \$500 a month in any month in which you worked.

6. **Re-employment of a Pensioner on Disability Pension.** A Pensioner on a Disability Pension who is no longer totally disabled may re-enter Covered Employment and then resume the accrual of Credited Service and Benefit Units (earning a greater pension benefit when he eventually retires again).

7. **Non-Duplication of Pensions.** A person is entitled to the payment of only one type of pension under this Plan at any one time.

F. RIGHTS IF YOU ARE IN THE ARMED FORCES

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and other applicable law, an authorized leave of absence from Covered Employment due to certain military service in the U.S. Armed Forces is considered Covered Employment, provided you comply with the requirements of applicable federal law, the Plan, and any rules established by the Board of Trustees. This Plan provides such benefits only for military service for which the Plan is required to provide under applicable federal law. (Covered Employment is employment under a Collective Bargaining Agreement with IBEW Local 684 that requires employer contributions to this Plan.)

To be entitled to such benefits under USERRA, you must have been working as a Covered Employee during the 90 days prior to your commencement in the Armed Service, have returned to work as a Covered Employee within the period required by federal law following your discharge from the Armed Service, have been honorably discharged, and served more than 90 days but less than 5 years in such military service. To be eligible for benefits during certain specified military service you must: 1) notify the Trust Fund Office before your leave for military service, unless unusual circumstances make it unreasonable to provide advance notice, 2) provide, at the request of the Trust Fund Office, proof of your qualified military service and proof of your compensation during the preceding 12-month period (if your pay rate cannot be reasonably verified), and 3) comply with all USERRA requirements, including returning to work in Covered Employment within the required period.

The Board of Trustees has the absolute discretion to determine whether you meet the military service requirements and may require that you certify periods of employment if the Plan is unable to determine your beginning and ending dates of employment and provide any other pertinent information or documentation. USERRA applies to persons who actively serve, voluntarily or involuntarily, in the "uniformed services." These services include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service Commissioned Corps. Federal training or service in the Army National Guard and Air National Guard also provide rights under USERRA. Uniformed service includes active duty, active duty for training (such as drills), and initial active duty training.

In determining your Employer contributions, the Plan will calculate the Employer contributions that were made to the Plan on your behalf based on the average of the contributions made on your behalf during the two Plan years immediately preceding the date you commenced such service, or if greater, by using the Plan Year in which you entered the Armed Services.

V. APPLICATION AND PAYMENT OF BENEFITS

YOUR RESPONSIBILITY TO KEEP ADDRESS CURRENT.

It is your responsibility to notify the Trust Fund Office of changes to your address so that you continue to receive notices of Important Plan changes that may affect your coverage. To avoid a delay in providing your Plan benefits, please check that your home address and beneficiary designations on file with the Trust Fund Office are current.

A. APPLICATION AND PAYMENT OF BENEFITS

An application form is available at www.ibew684benefits.org. Alternatively, you may obtain an application or make a written request for an application to the Trust Fund Office. To avoid delays, you should submit with your application:

- your anticipated last day of Covered Employment;
- your intended retirement date (date you wish benefits to start);
- proof of your age (birth certificate) and that of your Spouse if you are married;
- Photocopy of your photo identification;
- your social security number and that of your spouse if you are married;
- proof of marriage, if applicable (your marriage certificate);

- copy of a qualified domestic relations order (“QDRO”) showing approval by the Court, if applicable, including an Interlocutory Judgment and/or a Final Judgment, marital settlement agreement or any other court document which addresses your pension with the Plan; and
- military discharge papers, if applicable

If you are eligible, your retirement date will be effective as of the first of the month following receipt of your pension application. Thus, if you have stopped working and are eligible for a pension, you should file your application immediately.

B. NORMAL FORM OF BENEFIT – MARRIED PARTICIPANTS
(If married for at least one year at time of Retirement)

If you have been married for at least one year when you retire you will **automatically** receive a Spousal Pension **unless** you and your spouse reject that form of payment. To reject the Spousal Pension, both you and your spouse must notify the Trust Fund Office in writing, and your spouse’s signature must be witnessed by a Notary Public or Plan Representative. A rejection of the Spousal Pension is effective only if given within 180 days of the effective date of the pension.

If the spouse dies before the Participant, then the Participant’s monthly benefit shall be increased prospectively to equal the amount that would have been paid had the participant chosen a life annuity with 36 months guaranteed.

Under Spousal Pension form of payment, you will receive a fixed monthly amount for your lifetime and after your death your spouse will receive a lifetime monthly benefit of 50% of the amount you were receiving. The amount you receive will be reduced to take into account your life expectancy as well as that of your spouse. The amount of reduction is determined by the difference in the ages between you and your spouse.

**EXAMPLE: SPOUSAL PENSION - 50% JOINT AND SURVIVOR
WITH POP-UP ANNUITY**

Assume that your monthly benefit is \$1,706.00 and

	<u>Monthly Benefit to Pensioner and Spouse</u>	<u>Monthly Benefit to Spouse if Pensioner Dies First</u>
Spouse is 10 years younger	\$1,467.50	\$734.00
Spouse is 5 years younger	\$1,501.50	\$751.00
Spouse is same age	\$1,535.50	\$768.00
Spouse is 5 years older	\$1,570.00	\$785.00
Spouse is 10 years older	\$1,604.00	\$802.00

(Different factors are used for disability pensions.)

Once you begin to be paid under a Spousal Pension, the reduced amount you receive will not be increased if you or your spouse are later divorced.

Please note that if you are married, the Spousal Pension will take effect automatically unless you **and** your spouse reject it, in writing. You and your spouse may reject this payment method at any time before your pension begins. Once pension payments begin you cannot revoke or alter the payment method.

1. Rules for the Payment of the Spousal Pension

- You and your spouse have to be legally married to each other when pension payments start and for a minimum of twelve months preceding your retirement.
- The Spousal Pension protects only the spouse married to you at the time your pension begins.
- If your spouse dies before you, all pension benefits stop on your death.
- The rights of a former spouse or other family member as outlined in a “Qualified Domestic Relations Order” may reduce or eliminate benefits due to the current spouse.
- Payments to your surviving spouse are for his or her lifetime. They do not stop even if he or she remarries.

An unmarried Participant shall be provided a single life annuity with 36 months guaranteed unless he elects another form of benefit during the election period.

2. Amount of the Benefit and Waiver Requirement. If the Participant has been married for at least one year prior to his retirement date (or the date of death, whichever is more favorable to the surviving spouse) he shall receive an actuarially reduced Contingent Annuity Form benefit which will provide that fifty percent (50%) of the benefit he receives will continue to his spouse, if said spouse survives the Participant. Such continuing benefit shall be paid for the lifetime of the spouse. During the 180-day period ending on the annuity starting date, a participant may waive the Qualified Joint and Survivor Annuity (QJSA) form of benefit provided the following conditions are satisfied:

- (a) the Participant's spouse consents in writing to the election and the spouse's consent is witnessed by a Plan representative or notary public;
- (b) the Participant's waiver and the spouse's consent state the specific non-spouse beneficiary (including any class of beneficiaries or contingent beneficiaries) in the particular optional form of benefit, neither of which may be further modified (except back to a QJSA) without subsequent spousal consent (unless expressly permitted by the spouse); and
- (c) the spouse's consent acknowledges the effect of the election. A Participant who has elected to waive the QJSA with spousal consent may revoke the election at any time and any number of times during the 180-day period ending on the annuity starting date.

A Participant who has been married for at least a year prior to retirement and who prefers to elect another form of benefit must make such election in writing and include his spouse's written consent and acknowledgment by notary public or a plan representative of such action, or

C. NORMAL FORM OF BENEFIT SINGLE PARTICIPANTS.

Under federal law, the normal form of benefit for a single Participant is a single life annuity. This benefit is payable for the lifetime of the Participant and ceases with the last payment due prior to the death of the Participant except that, should the Participant die before receiving thirty-six (36) monthly payments, the balance of the thirty-six (36) payments will be made to his Beneficiary.

D. ALTERNATIVE BENEFIT OPTIONS

Whether or not you are married, the Plan contains the following benefit options that you may elect in lieu of the Joint and Survivor or Life Annuity once you are entitled to commence receiving your benefits (for example, terminating your Covered Employment, subject to the Plan's spousal consent requirements (if you are married) and specific Plan rules specifying additional limitations):

1. **Life Annuity with Three Years Certain Form.** This benefit is described in Section C above.

2. **Contingent Annuity Form.** This option provides for an actuarially reduced Retirement Benefit payable to the Participant for his lifetime with the continuation of a portion of such benefit to his named contingent annuitant should such named contingent annuitant survive the Participant. The Participant may elect the portion of benefit to continue to the contingent annuitant to be:

- (a) Fifty percent (50%)
- (b) Seventy-five percent (75%); or
- (c) One hundred percent (100%).

EXAMPLE: JOINT AND 100% SURVIVOR BENEFIT CALCULATION

For example: Jim retired as of the first day of the month following the date he reached age 62 with 15 years of Vesting Service. Jim is entitled to the full benefit under the Plan in the amount of \$2,000.00, which is based on his Benefit Credit total. If at the time of Jim's retirement, Jim's wife is age 57 his Normal Pension of \$2,000.00 per month would be reduced as follows since his spouse is 5 years younger.

Adjusted 100% Joint and Survivor Benefit Percentage	=	80.0%
\$2,000.00 x 80.0%	=	\$1,600.00

As a result, Jim will receive a 100% Joint and Survivor Benefit in the amount of \$1,600.00 per month. After his death, his surviving spouse will receive the same amount (\$1,600.00) per month for as long as she lives.

E. ADJUSTMENT OF PENSION AMOUNT

1. **Spousal Benefit Adjustment.** For a Participant who is eligible for a Regular or Early Pension, the Spousal Pension shall be 90% of the amount determined to be paid at Normal Retirement Age whichever is appropriate, if the Participant and Spouse are the same age. The factor is increased by .4 percentage points for each full year the Spouse is older than the Participant, subject to a maximum factor of 99 percent (99%) or decreased by .4 percentage points for each full year that the Spouse is younger than the Participant.

2. **Disability Benefit Adjustment.** For a Participant who is eligible for a Disability Pension, the Spousal Pension shall be 82 percent (82%) of the amount paid at Normal Retirement Age if the Participant and Spouse are the same age. The factor is increased by .4 percentage points for each full year the Spouse is older than the Participant, subject to a maximum factor of 90 percent (%) or decreased by .4 percentage points for each full year that the Spouse is younger than the Participant.

F. ADDITIONAL CONDITIONS/RULES RE: THE JOINT AND SURVIVOR BENEFIT

1. **One-Year Marriage Requirement.** Spousal Pension is not effective for a surviving Spouse of a Participant who is not a Pensioner, unless the Spouse was married to the Participant throughout the year immediately preceding the Participant's death.

2. **Plan's Reliance on Statement regarding Marital Status/Plan May Recover Funds.** The Participant shall file, before his Annuity Starting Date, a written representation, on which the Board is entitled to rely, concerning the Participant's marital status which, if false, shall give the Board the discretionary right to adjust the dollar amount of the pension payments made to the alleged surviving Spouse to recoup any excess benefits which may have been erroneously paid.

3. **Use of Trust Fund Forms.** An election or revocation of a Spousal Pension must be: (a) Made (or revoked) prior to the Annuity Starting Date; (b) Made on forms furnished by the Fund Office; and (c) Filed with the Fund Office.

5. **No Revocation of Spousal Pension.** A Spousal Pension, once payable, may not be revoked due to the subsequent divorce of the Spouse from the Pensioner.

6. **Prior Spouse's Rights under a Qualified Domestic Relations Order.** The rights of a prior Spouse or other family member to any share of a Participant's pension, as set forth under a qualified domestic relations order, shall take precedence over any claims of the Participant's Spouse at the time of retirement or death.

G. SPOUSAL CONSENT NOT NECESSARY IN LIMITED SITUATIONS

1. Notwithstanding any other provision of the Plan, spousal consent in accordance with the above rules is not required if the Participant establishes to the satisfaction of the Plan: (1) That there is no Spouse; (2) That the Spouse cannot be located; (3) That the Participant and Spouse are legally separated; or (4) That the Participant has been abandoned by the Spouse as confirmed by a court order.

2. If the Spouse is legally incompetent, consent may be given by his legal guardian, including the Participant, if authorized to act as the Spouse's legal guardian.

H. LUMP-SUM PAYMENT IN LIEU OF MONTHLY BENEFIT

If, at the time a monthly benefit becomes payable to a Participant, surviving Spouse, or other Beneficiary, the Actuarial Present Value of such monthly benefit is \$5,000 or less, the Board shall pay to the Participant, surviving Spouse, or Beneficiary in a lump-sum the amount of the Actuarial Present Value, in lieu of the monthly benefit otherwise payable.

Actuarial Present Value is determined in accordance with the Plan, except that the following procedure shall apply to benefits payable to a Participant if it results in a larger lump sum amount:

1. For a Participant who is eligible for a Regular or Early Pension, the lump-sum amount shall be \$119.00 for each \$1.00 of Pension if the Participant is age 60. The factor is increased by \$.18 for each month the Participant is younger than age 60; or decreased by \$.21 for each month the Participant is older than age 60.

2. For a Participant who is eligible for a Disability Pension, the lump-sum amount shall be \$102.00 for each \$1.00 of Pension if the Participant is age 45. The factor is increased by \$.04 for each month the Participant is younger than age 45; or decreased by \$.10 for each month the Participant is older than age 45.

I. ROUNDING OF BENEFIT AMOUNT—NEXT MULTIPLE OF \$.50

If the amount of any monthly benefit payable under the Plan is not a multiple of \$.50, the amount shall be rounded up to the next multiple of \$.50.

J. ELECTRONIC DEPOSIT OF PENSION PAYMENTS

To increase efficiency and reduce the possibility of theft, the Trust Fund Office strongly recommends that you have your monthly benefit electronically transferred into an account at a bank, savings and loan, credit union, or other financial institution. You must complete the Trust Fund Office form and return it to the Trust Fund Office to identify the financial institution which will receive your electronic transfer.

K. INTEREST ON CERTAIN DELAYED PAYMENTS

Pursuant to IRS guidelines and only to the extent required by the IRS, the Plan will pay annual non-compounded interest on certain delayed pension payments. The rate may vary during different periods and the rate may be changed in the future without a formal Plan amendment. The Board of Trustees has the absolute discretion to determine whether a retroactive payment is being made and whether the Plan is legally required to pay interest on such payments

VI. SUSPENSION OF BENEFITS UPON WORKING IN INDUSTRY EMPLOYMENT

A. RETIREMENT

TEMPORARY RULE

**(Non-Disabled Retirees May Continue to Work in Covered Employment during 2017)
(And through December 31, 2018 if NEBF Extends its Return to Work Program Through 2018)**

The Board of Trustees of the IBEW Local 684 Pension Plan ("Plan") is pleased to announce that the Board has adopted a Plan provision similar to the rule established by the National Electrical Benefit Fund ("NEBF") permitting retirees under the Plan to return to work in Covered Employment for up to 600 hours during 2017 and again during 2018 (on the condition that NEBF extends its return to work program through 2018). To qualify for the return to work program, you had to have retired from the Plan and commenced receiving your pension benefits prior to January 1, 2017. You will be permitted to return to Covered Employment for up to 600 hours in each of the calendar years noted and still receive your pension benefit from the Plan (assuming NEBF extends its program through 2018). As a reminder, under the Plan, if you have attained age 65, you are able to work in Covered Employment for up to 40 hours a month during additional months (outside the above-referenced 600 hours) without having your pension benefits be suspended.

Individuals returning to work in the electrical industry for an Employer that does not contribute to the Pension Plan (or another IBEW Local Union sponsored Pension Plan) are not permitted to perform such work without having their pension benefit suspended. Similarly, disabled retirees are not permitted to return to work under this Program if they wish to continue receiving a disability retirement benefit. If they do return to work, it will be assumed that they are no longer disabled.

You are encouraged to contact the National Electrical Benefit Fund about its rules because if you exceed the 600-hour limitation, there could be other restrictions on your eligibility to continue receiving a pension from that Plan.

REGULAR RULES

After you retire you may work in jobs that are not in the electrical industry and still receive your pension benefits from the Plan. But, there are restrictions on working in the electrical industry, including a requirement that you notify the Plan Office in advance of such post-retirement employment. If there is any doubt as to whether contemplated employment is in the electrical industry, you are urged to seek an advance determination before starting such employment.

1. **Before Normal Retirement Age.** To be deemed retired before he has attained Normal Retirement Age, a Pensioner must cease and refrain from work in Covered Employment or from any employment of any kind for wages or profit in the Electrical Industry. “Electrical Industry” is interpreted very broadly.

You must completely withdraw from and refrain from any employment for wages or profit in the electrical industry. This includes self-employment, any employment that was covered by the Plan when the Participant’s pension payments commenced, and/or any occupation using the same skills learned as an electrician.

The term “Electrical Industry” includes all work, public or private, covered, or if not actually covered, of the type covered by any Collective Bargaining Agreement of the IBEW or any Local Union of the IBEW, as well as any other kind of work performed for any business engaged in the Electrical Industry. **Electrical Industry is interpreted broadly.**

Such work, which is also known as “Prohibited Employment,” includes without limitation: (1) work in employment of the type performed by Participants covered by the Plan, known as “Covered Employment;” (2) work which requires directly or indirectly the use of the same skills used by Participants covered by the Plan on the effective date of your retirement; (3) work in employment for compensation or wages of any kind or for profit in the Electrical Industry; (4) work for profit as an owner or partner in any business directly or indirectly connected with the Electrical Industry; (5) work where you supervise Participants in the same trade or craft or directly or indirectly use the same skills as Participants covered by the Plan on the date you retired. The minimal exceptions to these restrictions are summarized in section (c).

“Prohibited Employment” is interpreted in the broadest manner. If you work for an Employer that contributes to the Plan (but not on your behalf), you should assume that such work is in the Electrical Industry. “Hours” includes all hours for which compensation is paid or payable to you. Prohibited Employment includes work in which a salary is paid (including hourly, daily, weekly, bi-weekly, bi-monthly, monthly, annually, or any other rate), work for which you are considered an “Independent Contractor,” work for which you will be entitled to receive deferred retirement or other benefits, or work in which you are due or actually receive anything of value in exchange for the services rendered.

If there is any possibility that the work you wish to perform may be considered work in the Electrical Industry, you are urged to seek advance approval of the Board of Trustees.

2. **After Normal Retirement Age and Prior to Required Beginning Date.** To be deemed retired after he has attained Normal Retirement Age, but prior to his Required Beginning Date, a Pensioner

must refrain from employment of 40 hours or more in the Electrical Industry as set forth below during any calendar month or during any four or five-week payroll period ending in a calendar month, as follows:

- (a) In business activities of any type engaged in by Employees covered by the Plan and accruing benefits thereunder as a result of such employment on the Pensioner's Annuity Starting Date;
- (b) In a trade or craft (including selling, retailing, managerial or clerical occupations) or any supervisory activities relating thereto in which the Pensioner was employed at any time under the Plan; and
- (c) In the geographic area covered by the Plan on the Pensioner's Annuity Starting Date.

3. **After Required Beginning Date.** A Pensioner is deemed retired upon attainment of his Required Beginning Date irrespective of the type of employment performed.

4. **Note: Continued Proof may be requested.** Initial and continuing qualification of such employment as non-prohibited employment is determined solely by the Board of Trustees and continued proof that such employment meets the criteria may be required at any time. Failure to provide requested information regarding your employment or any other matter is grounds for suspension of your Retirement Benefits.

5. **Innocence is Not Defense Warning.** The DOL regulations allow the offset of benefits owed to the Plan regardless of whether you know or did not know that you were not permitted to work after retirement.

B. SUSPENSION OF PENSION PAYMENTS

1. **Prior to Required Beginning Date.** If a Pensioner subsequently becomes employed in the electrical industry his pension payments shall be suspended for any calendar month of such employment, except after he reaches his Required Beginning Date.

2. Required Notices.

- (a) **Advance Notice.** A Pensioner should notify the Plan in writing prior to commencing any work in the Electrical Industry that is or may be prohibited under and without regard to the number of hours of such work. If you fail to provide such advance notice, you must notify the Plan within 30 days of performing such work. Otherwise, the Plan may make certain presumptions about such work.

Plan Can Make Certain Presumptions if Timely Notice Not Provided. If a Pensioner has worked in prohibited employment in any month after Normal Retirement Age, and has failed to give timely, advance notice to the Plan of such employment, the Plan shall presume that he worked for at least 40 hours in such month and any subsequent month before the Pensioner gives notice that he has ceased prohibited employment. The Pensioner may overcome such presumption by establishing that his work was not in fact an appropriate basis for suspension of his benefits under the Plan.

- (b) **Notice to Plan When Electrical Industry Work Stops.** A Pensioner whose pension has been suspended shall notify the Fund Office in writing when prohibited employment has

ended. The Plan shall have the right to withhold benefit payments until such notice is filed with the Plan.

(c) **Notice of Adverse Determination and Right to Appeal.** The Board will inform a Pensioner of any suspension of his benefits by notice given in accordance with applicable Department of Labor regulations. Such notice shall include a description of the specific reasons for the suspension as well as provide the Participant with notice that he has a right to appeal any adverse determination.

3. **Review.** A Pensioner is entitled to a review of a determination suspending his benefits in accordance with the Plan's claims and appeal procedures set forth below.

4. **Resumption of Benefit Payments.**

(a) Benefits shall be resumed for months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which the Pensioner's benefit was suspended, provided the Pensioner has complied with the Plan notification requirements.

(b) Overpayments attributable to payments made for any month or months for which the Pensioner had prohibited employment shall be deducted from pension payments otherwise paid or payable after the period of suspension. A deduction from a monthly benefit for a month after the Pensioner attained Normal Retirement Age shall not exceed twenty-five percent (25%) of the pension amount, except for the first pension payment made upon resumption after a suspension. If a Pensioner dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to his surviving Spouse.

C. BENEFIT PAYMENTS FOLLOWING SUSPENSION

The monthly amount and type of pension when resumed after suspension is in the same form and amount received prior to suspension. Any payments provided under the form of pension being paid before the suspension shall remain effective if the Pensioner's death occurs while his benefits are in suspension. A Pensioner who returns to Covered Employment is not entitled to elect a new optional payment form with respect to any portion of the pension in effect immediately prior to the suspension of benefits.

VII. IRS AND OTHER DISTRIBUTION RULES/DIVORCE ORDERS (QDROS)

A. REQUIRED DISTRIBUTIONS COMMENCE AT AGE 70-1/2 IF NOT WORKING

Under the Internal Revenue Code, the Plan must commence paying your benefit no later than April 1 following the year you attain age 70-1/2 or the date you retire, whichever is later. This is known as your Required Minimum Distribution or "RMD". **Not taking the RMD could result in a significant tax penalty.** (If you own five percent or more of a contributing employer, the Plan will be required by IRS rules to commence paying your benefit at age 70-1/2 even if you are still working.)

Federal income tax withholding applies at the rate of 10% unless you elect some other rate, or you elect not to have withholding apply. You will also owe state tax in these states that have taxes (such as California). You will owe income tax on the distribution.

WARNING—POTENTIAL IRS PENALTY ASSESSED AGAINST YOU

(If your benefits do not commence by Age 70-1/2)

The IRS assesses a severe penalty against you if you do not begin receiving your pension benefits by April 1 of the year following the date you attain age 70-1/2 or the date you retire, whichever is later. If you are a 5 percent or more owner, you must begin receiving your benefits at age 70-1/2 even if you are still working.

B. YOUR BENEFITS CANNOT BE ASSIGNED IN MOST SITUATIONS

Your creditors cannot garnish or levy upon your pension except for a proper Internal Revenue Service tax levy. (The Plan will not comply with a state tax lien). Likewise, you cannot assign or pledge your pension except for a Qualified Domestic Relations Order (QDRO) as part of a divorce (marital dissolution), child support, or similar proceeding in which a court orders that a portion or all your monthly pension benefits be paid to another person (such as your ex-spouse or your children) and/or government child support agency. The Plan has a procedure for processing QDROs. See Section C below.

C. FORMER SPOUSE RIGHTS—QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

If you are divorced, your former spouse may be entitled to a portion or all your benefit. The Plan is required by federal law to comply with a court order that awards a portion or all your pension benefits to a spouse, former spouse, child or other alternate payee if the order qualifies as a Qualified Domestic Relations Order ("QDRO") as defined in ERISA. A QDRO is a court order, judgment, or decree (including court-approved property settlement) that creates or recognizes the existence of a former spouse's or child's right to receive all or a portion of your pension benefits.

When you file your application, you are required to include information on any pending or prior marital dissolution, separation, annulment and/or child support action (as well as older divorce orders). This includes a Final and/or Interlocutory Judgment, Marital Settlement Agreement and any related documents. You, your spouse or former spouse may request the Plan's procedures for handling domestic relations orders which includes a sample order containing language acceptable to the Plan. The Sample Order is available on the Trust Fund website. You or your attorney (or your spouse or her attorney) is encouraged to submit a proposed QDRO to the Plan's Legal Counsel for review prior to submission to a court.

WARNING: PENDING DIVORCE MAY IMPACT YOUR BENEFITS

Unresolved disputes regarding a divorce and your benefits may delay payment of your benefits.

If the Plan is notified of a pending divorce action or receives a court pleading known as a "Joinder Request" or a similar document, the Plan has the discretion to delay paying your Plan benefits for a reasonable period to allow time for the parties to prepare a QDRO, even if your application is on file. If it appears that your former spouse or other Alternate Payee is seeking only a portion of your Pension benefits, the Plan may, at its discretion, distribute to you that portion of your benefit that is not addressed by the pending QDRO.

D. OVERPAYMENTS RECOVERABLE BY THE PLAN

As a Participant or beneficiary, you are entitled only to the amount of benefits described in the Plan document. **If you become aware that you are receiving an improper amount or benefit from the Plan, you are required to immediately notify the Plan of the overpayment.**

If you or any beneficiary receives an overpayment of benefits, the Plan may reduce or offset any future benefits to recover the overpayment, unless other arrangements can be made to the satisfaction of the Board of Trustees for the recovery of the overpayment. The Plan will withhold at least 25% of your payments until the Plan recovers the overpayment. To the extent permitted by law, the Plan may withhold up to 100% of your monthly payments until an overpayment is recouped. The Plan is also authorized to offset lost earnings on the overpayments and reimbursement to the Plan for any attorney fees and costs incurred by the Plan because of the overpayment. The Plan may also file a claim against your estate or any other person or entity if amounts are still owed at your death and there are insufficient funds, including any death benefits payable to your beneficiary, to recover the overpayment. Any funds owed by a Participant to the Plan will be deducted from any death benefits that may be payable as a result of the Participant's death.

VIII. DEATH BENEFITS/PRERETIREMENT SURVIVOR BENEFITS

A. DESIGNATION OF YOUR BENEFICIARY

IMPORTANT - DESIGNATE YOUR BENEFICIARY(IES)

Please provide the Plan with the name and address of your beneficiary by completing a beneficiary form that is available on the Plan Office website (www.ibew684benefits.org).

A Beneficiary Designation Form is available on the Trust Fund website. You may change your beneficiary at any time, except if you are married, your spouse must provide written consent before a notary to any beneficiary designation, other than the Spouse, and the form of benefit. A spouse includes same-sex spouse or opposite-sex spouse. Each designation of beneficiary or beneficiaries must be in writing, signed, in a form acceptable to the Plan and submitted to and received by the Plan during your lifetime. If you have a Beneficiary Form on file at the Trust Fund Office and you complete a new Beneficiary Form, the old Beneficiary Form will be inapplicable.

If you fail to designate a beneficiary or no designated beneficiary survives you and you die with benefits due and payable, the Plan will distribute to your spouse, if any. If there is no Surviving Spouse, distribution will be made in equal shares to your children, natural or adopted (but not stepchildren), and if none, then to your estate.

If Death Benefits are paid to a minor, the Plan may pay the benefits due to the minor to the person having present custody or care of the minor and with whom the minor resides. The recipient on behalf of the minor must agree in writing to apply the payments solely for the minor's support and must comply with any other conditions established by the Board of Trustees. The Plan may also make a payment to a minor by depositing the amount in an insured bank account for the minor and giving notice to the minor, or the Plan may require a guardianship.

ALERT: Divorce Invalidates Beneficiary Designation

If you divorce prior to retirement, any previous designation of your former spouse as a beneficiary prior to payment of your pension is automatically revoked and no longer valid. **Thus, when your divorce is final, you should immediately submit a new completed Beneficiary Form.**

SECOND ALERT: Marriage Invalidates Prior Beneficiary Designation

If you marry, any previous designation of a beneficiary other than your new spouse prior to your retirement is automatically revoked and invalid. **Thus, upon becoming married, you should immediately submit a new Beneficiary Form (subject to the Plan's spousal consent requirements).**

B. RETIREMENT SURVIVOR ANNUITY FOR MARRIED PARTICIPANTS

1. **Death of an Eligible Participant Before Retirement.** If the Vested Participant's death occurred after attainment of age 55, the surviving Spouse shall be paid a Preretirement Surviving Spouse Pension as if the Participant had retired on a Spousal Pension on the day before death.

If the Participant's death occurred before attainment of age 55, the Spouse is entitled to a Preretirement Surviving Spouse Pension but which does not commence until the month following the month in which the Participant would have reached age 55 had he lived, and the amount of such Pension shall be determined as if the Participant had left Covered Employment on the date of death (or the date he last worked in Covered Employment if earlier), retired on a Spousal Pension upon reaching age 55, and died on the last day of the month in which age 55 was reached except that the Spouse will be entitled to 50% of such benefit. The surviving spouse may elect to receive the death benefits at any time after the Participant's death (after age 55) but there will be an actuarial reduction for benefits commencing prior to the date the Participant would have attained Normal Retirement Age. Such benefits must start no later than the date the Participant would have attained age 70-1/2.

2. A Preretirement Surviving Spouse Pension shall not be paid in the form, manner or amount described above if any of the following applies:

(a) If the Actuarial Present Value of the benefit is less than \$5,000, the Plan will make a single-sum payment to the surviving Spouse in an amount equal to that Actuarial Present Value in full discharge of the Preretirement Surviving Spouse Pension.

(b) The Spouse may elect in writing, filed with the Plan, and on a Plan form, to defer commencement of the Preretirement Surviving Spouse Pension until a specified date that is no later than the first of the month on or immediately following the date the Participant would have attained Normal Retirement Age. The amount payable at that time is determined as described in subsection 1. above, except that the benefit is paid in accordance with the Plan in effect when the Participant last worked in Covered Employment, as if the Participant had retired with a Spousal Pension on the day before the surviving Spouse's payments are scheduled to start, and died the next day.

3. Failure by a Participant (or the Spouse in the event of the Participant's death or if the form of benefit is other than a Spousal Pension) to consent to an immediate distribution of accrued benefits is an election to defer the required form of benefits to the later of age 62 or the Normal Retirement Age.

4. Notwithstanding any other provisions of the Plan, if the Annuity Starting Date for the Preretirement Surviving Spouse Pension is after the Participant's earliest retirement date, the benefit shall be determined as if the Participant had died on the surviving legal spouse's Annuity Starting Date after retiring with a Spousal Pension the day before, taking into account any actuarial adjustment to the Participant's accrued benefit that would have applied as of that date.

5. If a surviving legal spouse dies before the Annuity Starting Date of the Preretirement Surviving Spouse Pension, that benefit will be forfeited and there will be no payments to any other party.

6. A surviving Spouse who is the Participant's beneficiary may elect to receive the alternative death benefits as described in Section C below. If that occurs, the Actuarial Present Value of the Preretirement Surviving Spouse Pension shall be reduced (but not below zero) by the Actuarial Present Value of those death benefits, and any remaining value of the Preretirement Surviving Spouse Pension shall be paid to the surviving Spouse.

7. A partial or total distribution may not be made after the Annuity Starting Date, regardless of the present value of the nonforfeitable accrued benefit, without appropriate consent.

If you die before retirement, ERISA requires that your Surviving Spouse be entitled to a Preretirement Survivor Annuity, which is a survivor pension for life equal to 50% of the amount of monthly benefits the Participant would have been entitled to receive had he retired. That annuity is not payable, however, until the Participant would have attained age 55.

Upon your death your spouse may, however, waive the joint and survivor annuity and instead elect payment the other benefit option provided in the Plan as summarized in C. below.

C. ALTERNATIVE 60 MONTHS OF PAYMENT UPON YOUR DEATH

For unmarried Participants, your beneficiary will be entitled to a pre-retirement death benefit of 60 monthly payments equal to the amount of your regular pension earned to the date of death if you had earned at least 5 years of Credited Service without a permanent break-in-service (not counting service earned in non-covered employment). Such benefit would commence being paid as of the first day of the month following the Participant's death (recognizing that there could be a short delay in the first and/or second payment depending upon if all documentation is provided). If you did not earn 5 years of Credited Service, then no death benefit is payable.

A married Participant may waive the pre-retirement survivor annuity described above and select this alternative death benefit. This benefit is not payable if a surviving spouse is receiving benefits under a pre-retirement surviving spouse pension as described above. The surviving spouse would have to waive that benefit and elect this alternative benefit.

D. PAYMENTS TO A MINOR—UNIQUE SITUATIONS

Any death benefit payable to a minor under age 18 may be paid to the legally appointed guardian of the minor or, if there is no guardian, to such adult(s) that has, in the discretion of Plan representative, assumed principal support of said minor. The Plan may also decide to distribute benefits to a minor, depending upon the circumstances. The Board, and its delegates, have absolute discretion in making such determinations and may delay making a distribution until the beneficiary attains age 18.

IX. DEFERRAL OF TAXES/TAX WITHHOLDING

A. TAX WITHHOLDING ON MONTHLY PENSION PAYMENTS

The tax laws require that the Pension Plan withhold federal income tax from most monthly benefit payments unless you elect, in writing, not to have the tax withheld. The amount and form of the benefit determines whether automatic withholding applies; however, if you live outside the United States, different withholding

rules may apply. You also have the option of having state tax withholding from your monthly payments. When you retire, you must notify the Trust Fund Office on the appropriate Plan forms whether you wish tax withheld. You may want to consult with a tax advisor to discuss your payment and withholding options.

If you choose not to have taxes withheld from your pension, you will be responsible for paying them when you file your tax return. You may be required to pay estimated taxes if you decide not to have taxes withheld, or if the amount withheld is not enough to cover the actual taxes due. Distributions to Participants are reported annually on IRS Form 1099R, which is sent to you (and the IRS) in January following the calendar year in which the distribution was issued.

ALERT - AGE 70-1/2 REQUIREMENT

The IRS will assess a severe penalty against you if you do not begin receiving your benefits by April 1 of the year following the year you attain age 70½ or the date you retire, whichever is later.

B. ROLLOVER OPTION/IRS MANDATORY TAX WITHHOLDING IF PAID TO YOU

Because this Plan is a defined benefit plan offering regularly monthly payments as the Normal Form of benefit, except for very small pension amounts (when the actuarial value does not exceed \$5,000, the rollover option is rarely available to Plan Participants). A rollover is a payment of your Plan benefits to an individual retirement arrangement (IRA) (except for Roth IRAs) or to another qualified employer plan. An eligible Plan rollover to either of these accounts will not be subject to income tax withholding. A Plan distribution may be rolled over to another eligible retirement account unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, made over your and your beneficiary's lifetimes, or over a period of at least 10 years or (2) is a minimum benefit payment that must be paid directly to you. Other distributions also may not eligible for direct rollover treatment.

Surviving Spouses and Alternate Payees may also roll over certain distributions from the Plan. Required Minimum Distributions (RMD) that occur when you attain age 70½ or retire (whichever is later) cannot be rolled over pursuant to Internal Revenue Code requirements.

X. POTENTIAL LOSS OR DELAY ON THE PAYMENT OF YOUR BENEFITS

You or your beneficiary could suffer a loss in the value of your Individual Account balance or have payments delayed in at least the following circumstances:

A. Divorce or Child Support Order ("QDRO"). Pursuant to a Qualified Domestic Relations Order, a Court may award a spouse, former spouse, child or other dependent with a portion or all your Individual Account. Payments may also be required by a court order to be paid to a national, county or state child support agency.

B. Insufficient Credited Service or Pension Credit. If you fail to accrue the minimum years of Credited Service (to become vested) for Normal, Early or Disability Retirement, you will not be entitled to a Pension.

C. Break-in-Service (failure to work in Covered Employment). A Permanent Break in Service which occurs before you become vested has the effect of canceling your years of Vesting Credits, Credited Service, and Benefit Credits.

D. Prohibited Employment in the Electrical Industry. If after your retirement you engage in certain kinds of work in the Electrical Industry, known as Prohibited Employment, your benefits may be suspended as described in Article VI above.

E. Retire, Return to Work and Retire Again. If you retire and later return to work, you will not be eligible to retire again and commence receiving your benefits until you reach age 65, except as described in Article VI.

F. Failure to File Complete Application. If you fail to file a completed application or other form required by the Plan, there will be a delay in the payment of your benefits.

G. Incomplete Information/False Statements. If you fail to provide information or give false information to verify your disability, age, beneficiary information, marital status or other vital information, payment of your benefits may be delayed or stopped.

If you make a false statement to the Plan or other officials regarding your Plan benefit eligibility, benefits or other issues, you will be liable to the Plan for any benefits paid in reliance on such false statements or information and any legal fees and costs incurred in effecting recovery or as a result of the false statement or information. This includes but is not limited to costs incurred by the Trust Fund Office, reasonable legal fees, and interest charges. The Plan may deduct any such fees and costs from any benefits otherwise payable to you or your beneficiary(ies).

H. Lost Contact Information. If you do not keep your current address on file with the Plan, benefit payments may be delayed or not paid.

I. Death. If you die before meeting the requirements for a death benefit under the Plan or you fail to designate a Beneficiary, or no eligible Beneficiary can be located, no benefits will be paid upon your death.

J. Refund Overpayments. If the Plan mistakenly makes an overpayment to you or your beneficiary, you or your beneficiary will be required to reimburse the Plan. Moreover, if the Plan is forced to incur legal fees and costs to recover an overpayment, you and/or your beneficiary will be responsible for such fees and costs.

K. IRS Benefit Limits. The annual pension benefits paid on your behalf cannot exceed the maximum amount allowed by the Internal Revenue Code and applicable IRS regulations. Although the Board of Trustees does not foresee this occurring, the Plan contains provisions to address this situation.

L. Pension Protection Act Rules. If the condition of the Plan were to decline in such a manner that would cause it to be an "endangered" plan under the Pension Protection Act, the Board of Trustees may decrease your pension benefits.

M. Beneficiary Dispute—Potential Interpleader Action. If there is a dispute between or among beneficiaries, the Plan may be required to file an interpleader or other court action seeking guidance from the Court on whom to make a distribution. The legal fees and costs associated with any such dispute, including any legal action, may be reduced from the Individual Account that is the subject of the dispute.

XI. ADMINISTRATION OF THE PLAN/INVESTMENTS

A. ADMINISTRATION

The Plan is administered by a Board of Trustees, comprised of six Trustees. One-half of the Trustees, called "Employer Trustees", are selected by NECA. One-half of the Trustees, called "Employee Trustees," are selected by IBEW Local 684. Alternate Trustees are permitted. The current Trustees are listed on page iv of this booklet.

The Trustees have many powers and functions including, without limitation, investing the Plan's assets, interpreting Plan provisions, amending the Plan, deciding Plan policy questions, and appointing advisors and consultants, such as the administrator, auditor, legal counsel and investment consultant.

Day-to-day administration of the Plan, including preparation of the Quarterly Statements, processing of applications and issuance of benefit checks, is performed by BeneSys Administrators, the Plan's Administrator, who may be contacted as follows:

BeneSys Administrators
7180 Koll Center Parkway, Suite 200
Pleasanton, CA 94566
(866)-242-1822 or (925)-208-9987
www.IBEW684benefits.org

If you are a Participant, you will receive an annual statement showing your earned monthly pension benefit.

Only the Board of Trustees and its authorized representatives are authorized to interpret the Plan of benefits described in this booklet. No one else can interpret this Plan or act as an agent for the Board of Trustees -- this includes individual Trustees, Employers, Unions and their representatives. The Board of Trustees (and persons or entities appointed or so designated by the Board) has the full discretionary authority to determine a participant's eligibility for benefits and to construe the terms of the Plan (and other documents pertaining to the Plan and Trust) and any rules adopted by the Trustees.

B. INVESTMENTS/PLAN'S INVESTMENT CONSULTANT: VERUS ADVISORY, INC.

The Board of Trustees has contracted with Verus Advisory, Inc. (known as "Verus Investments" or "Verus"), a registered investment advisor, to prudently invest the Plan's assets in accordance with the Investment Policy adopted by the Board of Trustees. Verus, which is the Plan's Investment Consultant, selects investment managers to invest your Plan's funds and/or mutual funds and/or other investment forms. Pursuant to the Investment Policy, the Plan's assets are invested in a diversified portfolio of investments, including stocks (which include large cap equity and international equity, fixed income, real estate and stable value investments). The investment categories could change in the future.

C. AUDITOR AND THE PLAN'S ANNUAL TAX RETURN (IRS FORM 5500)

The Board of Trustees has contracted with Miller, Kaplan & Arase, LLP, a certified public accounting firm that specializes in auditing multiemployer plans such as this Plan, to audit the Plan's assets and prepare the Plan's annual tax return (Form 5500).

D. EARNING BENEFITS-EMPLOYER CONTRIBUTIONS

Your pension benefit is funded by Employer contributions made on your behalf pursuant to Collective Bargaining Agreements with IBEW Local 684. Pursuant to the applicable CBA, your Employer is required to contribute a specified amount for each hour worked to the Plan for most classifications. The mandatory contribution amount may be different under certain collective bargaining agreements and for apprentices. Employer contributions to the Plan are not subject to withholding for FICA, FUTA or state or federal taxes. Pursuant to the collective bargaining agreement between IBEW Local 684 and NECA, Northern California Chapter, the Employer's hourly contribution rate was decreased from \$7.53 to \$7.30 as of December 1, 2015 through November 30, 2017. As of December 1, 2017, the Employer contribution rate will return to \$6.03 (the rate in effect prior to January 1, 2014). (Some contributions have been used to help the Plan's funding status and are not used in the calculation of your benefits. This could also happen in the future.)

Your Employer is required to make contributions for your hours of work by the 15th day of the month following the month in which your hours of work were performed. Your Employer forwards a transmittal form that contains the name and hours of work performed by each covered employee together with a payment to the Trust.

ALERT: IF YOU BELIEVE THAT YOUR EMPLOYER IS NOT CONTRIBUTING THE FULL AMOUNT

You **should notify the Union and the Plan immediately** if you are aware or suspect that your Employer has not contributed to the Plan on your behalf the full amount required under your Collective Bargaining Agreement. **If you fail to do so, your Pension may not be credited with the correct or full amount or there may be delays in the crediting of such amounts.**

The Trust Fund Office reviews your Employer's monthly transmittal report for mathematical accuracy and notifies the Employer if there is an error in the Employer's contributions that requires correction.

You may obtain a list of contributing Employers with their addresses and a copy of the applicable Collective Bargaining Agreement upon written request to the Trust Fund Office.

The amount of Employer contributions made to the Plan for non-bargaining unit employees will be governed by individual Subscription Agreements (including alumni subscription agreements) entered with the Plan and any rules adopted by the Board of Trustees.

E. INCOMPETENCE OR INCAPACITY OF A PENSIONER, PARTICIPANT OR BENEFICIARY

If it is determined to the satisfaction of the Plan that a Pensioner, Participant or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be applied, in the discretion of the Trustees, to the maintenance and support of such Pensioner, Participant or Beneficiary or to such person as the Trustees in their sole discretion find to be an object of the natural bounty of the Pensioner, Participant or Beneficiary in the manner decided by the Trustees unless, prior to such payment, claim shall have been made for such payment by a legally appointed guardian, committee, or other legal representative appropriate to receive such payments on behalf of the Pensioner, Participant or Beneficiary. Any such payment shall completely discharge the Trustees' liability with respect to such payment.

XII. CLAIMS AND APPEAL PROCEDURE

A. GENERAL CLAIMS AND APPEAL PROCEDURE

The Plan, which is available for review by appointment at the Trust Fund Office, or upon written request of the Trust Fund Office, contains a claims and appeal procedure that must be followed. The Claims and Appeal Procedure is on the Trust Fund website. Sections B-D below summarize the claims and appeal procedure. Be sure to read the claims and appeal procedure carefully before filing a claim or a lawsuit regarding your pension or the Plan.

The purpose of the claims and appeal procedure is to make it possible for claims and disputes to be resolved fairly and efficiently without necessitating costly litigation and attorneys' fees. **No lawsuit may be brought against the Plan for a denial of benefits until the claimant exhausts the Plan's claims and appeal procedure (see Section D below for the period for filing lawsuits).**

B. DENIAL OF CLAIM AND APPEAL RIGHTS

Under the procedures set forth in the Plan and as is required by ERISA, if your claim for a pension benefit is denied in whole or in part, you will receive a written explanation including the specific reasons for the denial. You then have the right to have the Board of Trustees review and reconsider your claim.

If you believe you are not receiving a Plan benefit in error (other than a Disability- related benefit) you should submit a written request to the Plan (or its representative) for the benefit. If the Plan denies your request, you will receive written notice of the denial within 90 days after receipt of your request. The written notice of the denial will include (1) the reasons for the denial, (2) references to any pertinent Plan provisions on which the denial is based, (3) a description of any additional information needed to process the claim, (4) a description of the Plan's claim review procedure, and (5) a statement of your right to bring civil action under federal law if your claim is denied upon review.

If you disagree with a denial, you may request that the Board of Trustees review the decision. To have your claim reviewed, however, you must file with the Plan a written appeal within 60 days of your receipt of the Board's initial denial of your claim. You also have only 60 days to file an appeal if a benefit claim or similar issue with the Plan is not resolved, or you or a beneficiary disagree with the act, omission or decision by the Board of Trustees regarding your claim to benefits. Your appeal must state the specific reasons the denial of the claim or act, omission or decision was in error. **If you fail to submit your written appeal within that period, there will be no review of your claim, and you will have waived any valid objection you may have and will not be able to file a lawsuit.** You may submit supporting documents or records with your appeal, and you may examine Plan records pertinent to your dispute. You also have the right to legal representation throughout the review procedure.

The Board of Trustees will review your appeal and render a decision by the next regularly scheduled Trust meeting, unless the Board receives the appeal within thirty days of such meeting and/or special circumstances exist requiring additional time. The decision on review will be in writing and, if the Board denies your appeal, will include specific reason(s) for the denial.

If the Board of Trustees needs more than 90 days to review your claim for benefits, you will be advised by written notice within 90 days after receipt of your claim. The notice will inform you why the Plan needs more time (which cannot exceed an additional 90 days), and the date by which you can expect a decision.

C. DISABILITY CLAIMS AND APPEAL—SPECIAL RULES

Disability claims and/or determination appeals must be reviewed within 45 days of the Plan receipt unless special circumstances exist. The Plan may require an extension of time not exceeding 30 days due to matters beyond the Plan's control.

The notice of extension will include, in addition to the reasons for the denial, the Plan's standards for determining benefit entitlement; the unresolved issues that prevent a decision on the claim and a request for any additional information needed to resolve those issues. You would have at least forty-five (45) days to provide the specified information, if any. The Board of Trustees' deadline to render its decision tolls from the date the Board sends the claim extension notification to the Claimant until the date the Board receives a response from the Claimant.

Any notice of an adverse benefit determination shall include, in addition to the reasons for the denial, (1) the specific rule, guideline, protocol, or other similar criterion, if any, relied upon in making the determination; and (2) an explanation of the scientific or clinical judgment for the determination if the adverse benefit determination was based on medical necessity or other similar exclusion or limitation.

If the application for benefits of a claim is denied, the Claimant or the Claimant's duly authorized representative may petition the Board of Trustees for review of the decision. The Claimant or the Claimant's duly authorized representative shall file the petition for review with the Trust Fund Office within one hundred and eighty (180) days of receipt of the notification of adverse benefit determination. The Claimant shall have access to relevant documents, records and other pertinent information, including any statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination. The Board of Trustees will not afford any deference to the initial benefit determination. If the adverse benefit determination is based in whole or in part on a medical judgment, the Trustees will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. Such consultant shall not be any individual consulted in connection with the initial determination, nor the subordinate of any such person.

The Board of Trustees shall notify the Claimant of their decision in writing. Any notice of adverse benefit determination shall include, in addition to the reasons for the denial, (1) the specific rule, guideline, protocol, or other similar criterion, if any, relied upon in making the determination; and (2) an explanation of the scientific or clinical judgment for the termination if the denial was based on medical necessity or other similar exclusion or limit.

D. ONE YEAR PERIOD TO FILE LAWSUITS

Upon exhausting the above claims and appeal procedures, if you are still not satisfied, your next step is to file a lawsuit if you so desire and if ERISA or other permissible law permits such a lawsuit. **No legal action may be commenced or maintained against the Plan, a Trustee, the Board of Trustees, or other person or entities involved with the denial or decision on appeal more than one year after the Board of Trustees' determination of your appeal, or if not a formal appeal, one year after the act or omission of which you are questioning.**

XIII. AMENDMENT/MERGER/TERMINATION OF PLAN

A. AMENDMENT OF THE PLAN

The Board of Trustees may amend the Plan at any time.

Any amendment may apply to all groups and/or Participants covered by the Plan or only to certain groups of Participants. Retroactive amendments may be made to the extent permissible under ERISA and other applicable law. Except as permitted or required by applicable law, no amendment may divest accrued benefits that have previously been vested or approved.

B. MERGER OR CONSOLIDATION OF PLAN/TRANSFER OF ASSETS

In the event of a merger or consolidation of the Plan with another pension plan or a transfer of Plan assets or liabilities in whole or in part to another pension plan, each Participant will be entitled to a benefit immediately after the merger, consolidation or transfer equal to each Participant's accrued benefit before such merger, consolidation or transfer.

C. TERMINATION OF THE PLAN

The parties to the Collective Bargaining Agreement between IBEW Local 684 and NECA may terminate the Plan in whole or in part. Although there is no intent to terminate the Plan, there is no guarantee that the Plan will last forever.

In the event of termination or partial termination of the Plan, after providing for the expenses of the Plan and for the payment of any previously approved distributions, the assets then remaining would be distributed to Participants. Each Participant would be 100% vested in his accrued benefits.

Once the Plan is terminated and all assets have been distributed, the Board of Trustees will be discharged from all liability under the Plan and Participants will have no further rights or claims.

D. BENEFIT GUARANTY/PBGC GUARANTEES CERTAIN BENEFITS

If the Plan were to terminate with insufficient assets, some Plan benefits are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. The 2017 flat rate premium of \$2.80 per participant the rate is subject to indexing. The PBGC does not, however, guarantee all types of benefits and the amount of guaranteed benefit protection is limited.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's Years of Service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit currently is \$35.75 per month times a Participant's Years of Service. Thus, the maximum annual guarantee for a pensioner with 30 Years of Service would be \$12,870 (or \$1,072.50 a month). You can see that unfortunately, this is not a large amount. **These amounts could change in the future.**

The PBGC guarantees vested benefits at the level in effect on the date of Plan termination subject to the maximum limits set forth above. If, however, benefits have been increased within the five years before Plan termination or insolvency, the whole amount of the Plan's vested benefits or the benefit increase that has been in effect for less than 12 full months before the Plan terminates may not be guaranteed.

The maximum PBGC guarantee is lower if benefits begin before age 65, if benefits are paid in a form other than a straight life annuity and for certain disability and survivor benefits. Non-vested Benefits are not guaranteed by the PBGC.

For more information on PBGC insurance protection and its limitations, you may contact the PBGC as follows:

PBGC's Technical Assistance Division
1200 K Street, N.W., Suite 930
Washington, D.C. 20005-4026.

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

XIV. ADDITIONAL INFORMATION REQUIRED BY ERISA

A. Name and Type of Plan. The name of the Plan is the IBEW Local 684 Pension Plan. The Plan is a defined benefit pension plan, exempt from income tax under Sections 401(a) of the Internal Revenue Code.

B. Plan Administrator. The Board of Trustees is the Plan Administrator. The Board is responsible for reporting relevant Plan information to governmental agencies and disclosing information to Plan Participants and beneficiaries in accordance with ERISA. The Board of Trustees has delegated to BeneSys Administrators the day-to-day administration of the Plan.

C. Agent for the Service of Legal Process. The agent for service of legal process is:

Richard K. Grosboll
Neyhart, Anderson, Flynn & Grosboll
369 Pine Street, Suite 800
San Francisco, CA 94104-3323
(415) 677-9440

Service of legal process may also be made upon the address in B above, a Plan Trustee, or the Board of Trustees, at the addresses listed on page iv of this booklet. You may consult with the Trust Fund Office for current addresses.

D. Plan Year. The Plan Year commences on April 1 and ends on March 31.

E. Employer Identification Number. The Internal Revenue Service Employer Identification Number (EIN) for the Plan is **94-6442909**. The Plan Number is 001.

F. Funding Contributions and Collective Bargaining Agreements. The Plan is maintained in accordance with Collective Bargaining Agreements between the IBEW Local 684 and NECA (and some individual Employers), which require Employers to contribute to the Plan. There are no employee contributions to this Plan.

Upon written request, the Trust Fund Office will provide you with information on whether a particular Employer for whom the Participant is employed is contributing to the Plan and, if the Employer is a

contributor, the Employer's address. You may also make a written request to the Trust Fund Office for a copy of the Collective Bargaining Agreement.

G. Funding Medium. The Plan's assets are held in Trust and are invested by the Board of Trustees for the benefit of all the participants and beneficiaries of the Trust after consultation with professional investment managers employed by the Plan. The Board of Trustees has hired Verus, a registered investment manager, to provide investment consulting services for the Plan.

STATEMENT OF ERISA RIGHTS

A. Your Rights as a Participant. 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 Participants are entitled to:

- Examine without charge at the Plan Office and at other specified locations (such as worksites and the Union Office), documents governing the Plan, including collective bargaining agreements and the annual report (Form 5500 series) filed with the U.S. Department of Labor.
- Obtain copies of Plan documents and other information required by law to be furnished upon written request to the Plan. Pursuant to ERISA, the Plan Office may require that you pay a reasonable charge for the copies.
- Receive an Annual Funding Notice summarizing the funding status of the Plan.
- Receive a statement showing the value of your pension benefits once a year, upon written request to the Plan. This statement is provided free of charge.

B. Prudent Action by Fiduciaries. In addition to creating rights for Plan Participants, ERISA imposes duties upon the people responsible for operating the Plan. The people who operate your Plan, called "fiduciaries," have a duty to do so prudently and in the best interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person or entity, 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.

C. Enforcing Your Rights. If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request certain documents (specified in ERISA) from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that is denied or ignored in whole or in part, and such denial is upheld on appeal (or ignored), you may file a lawsuit. 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 a lawsuit. **Any lawsuit must be filed within one year of the Trustees' determination on appeal or otherwise.**

If it should happen that Plan fiduciaries misuse the Plan's money or other assets, 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.

If you file a lawsuit, the court may decide who should pay court costs and legal fees. If you are successful, the court may order the person(s) you have sued to pay your costs and fees. If you lose, the Court may order you to pay the Trust's or other defendants' costs and fees (e.g., your claim was frivolous).

D. Assistance If You Have Questions. If you have any questions about this statement, the Plan or about your rights under ERISA or if you need assistance in obtaining Plan documents, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory (or which can also be found at the EBSA website at <http://www.dol.gov/ebsa/welcome.html> where you can review a publication called "What You Should

Know About Your Retirement Plan.”), or you may address your concerns the Department at the following address:

Division of Technical Assistance
U.S. Department of Labor
Employee Benefits Security Administration
200 Constitution Avenue NW
Washington, D.C. 20210

You can call the Employee Benefits Security Administration at (866) 444-3272; TTY/TDD users: (877) 889-5627. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security administration.

You may also find answers to your question(s) at <http://www.dol.gov/ebsa/welcome.html>.

IBEW LOCAL 684 PROFIT SHARING 401(K) PLAN

SUMMARY PLAN DESCRIPTION (SPD)

[For Members of IBEW 684]



December 2017

KEEP THIS BOOKLET
FOR FUTURE REFERENCE

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IBEW LOCAL 684 PROFIT SHARING 401(K) RETIREMENT PLAN

7180 Koll Center Parkway, Suite 200
Pleasanton, CA 94566
(866)-242-1822 or (925)-208-9987
www.IBEW684benefits.org

Dear Participant:

We are pleased to provide this section of the restated Plan booklet, known as a Summary Plan Description ("SPD"), for the IBEW Local 684 Profit Sharing 401(k) Plan ("Plan"). The Plan provides retirement benefits for members of IBEW Local 684 and others working under a Collective Bargaining Agreement between IBEW Local 684 and the National Electrical Contractors Association, Modesto Division, Northern California Chapter ("NECA") (and some individual employers). The Plan is designed to supplement your other retirement plans to provide you with an additional source of income during retirement.

This booklet summarizes the key provisions of the Plan including how you earn benefits, when you may commence receiving your benefits and the choices you have when your benefits are paid to you. The formal text of the Plan Document controls eligibility, benefit payments, and other aspects of the Plan. **If there is a conflict between this booklet and the Plan, the Plan will govern.**

You should read this booklet carefully. There is more information on Pension Trust's website, which is: www.IBEW684benefits.org. Moreover, if you are married you may want to discuss the Plan's benefits, options and other rules with your spouse.

KEEP THIS BOOKLET FOR FUTURE REFERENCE.

Over the years you may accumulate substantial funds to which you or your named beneficiary may be entitled. Please submit a completed beneficiary form to the above address and notify the Plan of any address changes.

Only the Board of Trustees is authorized to interpret the Plan of benefits described in this booklet. The Board of Trustees has the full discretionary authority to determine eligibility for benefits, claims and appeals and to construe and interpret the Plan and related documents, and any rules.

If you have any questions about the Plan or desire additional information, please write to the IBEW Local 684 Profit Sharing 401(k) Plan at the address listed above.

Sincerely,

Board of Trustees

IMPORTANT NOTICES

LIMITATION UPON RELIANCE ON BOOKLET AND STATEMENTS

This booklet provides a brief, general summary of the Plan rules. It is not intended to cover all the details of the Plan. Nothing in this Summary Plan Description is meant to interpret or change the Plan provisions. You should review the Plan to fully determine your rights. The Plan Document is available for your review at the Trust Fund Office upon written request.

You are not entitled to rely upon oral statements of representatives of the Trust Fund Office, any Trustee, an employer, any union officer, or any other person. If you wish an interpretation of the Plan, you should address your request in writing to the Board of Trustees. To make its decision, the Board of Trustees must be furnished with full and accurate information concerning your situation. **As a courtesy to you, a Plan Representative may respond orally to questions; however, oral information and answers are not binding upon the Plan and cannot be relied upon in any dispute concerning your benefits and/or the Plan.**

You should further understand that, from time to time, there may be an error in a statement, letter or other communication that you receive which may be corrected upon an audit or review. The Board of Trustees reserves the right to make such corrections.

C A U T I O N: FUTURE PLAN AMENDMENTS

Future amendments to the Plan may have to be made from time to time to comply with Congressional action, rulings by federal agencies, and/or courts and other changes deemed necessary or prudent by the Board of Trustees. You will be notified when material amendments to the Plan are made. Before you decide to retire or request a distribution, you should contact the Plan Office to determine if there have been Plan changes or other developments that may affect your retirement.

CONSULT WITH TAX ADVISOR

Plan representatives do not provide tax advice or indicate how you should receive your benefits. **You should discuss with a tax advisor the tax consequences of any withdrawal of funds or selection of a benefit option.**

ONE YEAR TO FILE A LAWSUIT

If a claim for benefits has been denied and you filed an appeal which is also denied, or you have a different type of adverse determination, you have one year from the date of the denial of the appeal or the adverse determination to file a lawsuit seeking to overturn the appeal and/or adverse determination. **Failure to do so means that you will not be able to file your lawsuit.**

I. TYPE OF PLAN

ESTABLISHMENT OF A 401(k) PLAN. The Board of Trustees of the IBEW Local 684 Pension Trust adopted the IBEW Local 684 Defined Contribution Pension Plan, effective as of July 1, 1990 and restated as of April 1, 1993, April 1, 2000, November 1, 2005 and July 1, 2011. This Plan has been recently restated as of April 1, 2014; however, many provisions have earlier effective dates as required by the Internal Revenue Code and/or lawful regulations issued thereunder. Effective as of July 1, 2015, the Plan was converted to be a 401k Plan.

The IBEW Local 684 Profit Sharing 401(k) Plan is an individual account plan in which individuals are 100% vested in their Individual Accounts (subject to Plan expenses and investment losses) once they become Participants in the Plan. The Plan is a multi-employer, collectively bargained defined contribution pension plan in which Employer contributions are invested for your benefit.

Annual Voluntary 401(k) Election. You may elect a specific amount to be deferred to the 401k Plan. The deferral amounts for 2018 are \$1.00, \$3.00, \$5.00 and \$10.00 for each hour you work in Covered Employment (subject to the maximum limits imposed by the IRS to the 401(k) Plan). These are the rates applicable to most of the collective bargaining agreements. The deferral amounts could be limited under certain agreements. Please review your applicable collective bargaining agreement and Enrollment Application. The amounts could change in future years. Tradesmen and possibly other categories may not have the opportunity to defer amounts to the 401(k) Plan.

401k deferrals are permitted **ONLY ONCE** each year in June to be effective July 1st. This form must be returned to: **IBEW LOCAL 684 by JUNE 1.** An Employee's election remains in place until the next election period. Any deferral amounts will be in addition to the "Mandatory" Employer Contribution provided for in the Collective Bargaining Agreement ("CBA").

Under the Plan you will have an Individual Account in your name comprised of Employer contributions, voluntary employee deferrals and investment earnings. Thus, the amount of your retirement benefits will depend upon the amount of Employer contributions made on your behalf, the amount you defer to the 401(k) Plan, the Plan's investment earnings (or losses) and expenses, and the benefit payment option selected.

The Plan is governed by a federal law known as the Employee Retirement Income Security Act, as amended ("ERISA"). The Plan is not however insured under ERISA's Pension Benefit Guaranty Corporation ("PBGC"), which applies only to defined benefit pension plans. **Thus, there is no federal guarantee or protection if the market value of your Individual Account decreases in value.**

II. PARTICIPATION AND VESTING

A. PARTICIPATION AND RECIPROCITY

1. Becoming a Participant: 500 Hours in Two Consecutive Plan Years (April-March)

You become a Participant of the Plan on the first day of the month following the month in which you work at least 500 hours in Covered Employment in two consecutive Plan Years. Covered Employment is work under a collective bargaining agreement between IBEW Local 684 and NECA that requires Employer contributions to this Plan. Once you become a Participant you are fully vested in your Individual Account balance, subject to Plan expenses and investment losses, and in future contributions.

Any non-vested funds are used to pay the Plan's expenses. By way of example, if you fail to work 500 hours of Covered Employment during two consecutive Plan years but do earn 500 hours of Covered Employment in the second and third year, the contributions that were made on your behalf during that first Plan Year were forfeited and used to pay the Plan's expenses.

Certain full-time employees of the Union and Apprenticeship Trust are allowed to participate in the Plan under rules and contribution rates approved by the Board of Trustees. Former bargaining unit personnel who qualify as "alumni" under Internal Revenue Service regulations also may participate in the Plan.

2. Reciprocity

The Board of Trustees is signatory to the IBEW-NECA National Electrical Industry Reciprocity Agreement which provides for the transfer of your pension benefits with this Plan to another Defined Contribution Plan, or vice versa, depending on your Home Local Union upon your completion of the reciprocal registration process online (the ERTS electronic transfer protocol) available at your Home Local Union or the Union where you are working. If you work under a Collective Bargaining Agreement in the jurisdiction of another IBEW Local Union and you fail to enroll under the Electrical Industry Reciprocity Agreement, your Employer's contributions under that agreement will be made on your behalf to the other Local Union's pension fund. But, you may have those funds transferred back to this Plan because the Plan has signed the Electrical Industry Pension Reciprocal Agreement, which gives Participants the ability to cause the transfer of employer contributions from a signatory plan in which the benefits were earned to the Participant Home Fund. **To qualify for this type of transfer, you must register online at the local union office (IBEW Local 684) in the ERTS (Electronic Reciprocal Transfer System) before your contributions are transferred. In addition, the other Plan also must be signatory to the Electrical Industry Reciprocity Agreement. If you do not authorize the transfer of contributions, the contributions will not be transferred, and the contributions made on your behalf to the other pension fund will be subject to that other Plan's rules**

B. VESTING

Once you become a Participant you are 100% vested in your Individual Account (but contributions made prior to the two years of contributions which caused you to be a Participant were forfeited). It is possible, however, that the balance in your Individual Account with the Plan may decrease in value because the balance in your Individual Account depends upon the Plan's investment yields and the Plan's expenses, which will vary daily, each year and over time.

If you have a small account balance your Individual Account could reach a zero balance over time if you only work a few hours (or no hours) during a year and your share of Plan expenses exceeds the aggregate

of the contributions paid on your behalf and your share of Plan earnings. (See also Section XII of this booklet for a summary of the circumstances which might cause a reduction, loss or delay in the payment of your benefits.)

III. ADMINISTRATION OF THE PLAN/INVESTMENTS

The Plan is administered by a Board of Trustees, comprised of six Trustees. One-half of the Trustees, called "Employer Trustees", are selected by NECA. One-half of the Trustees, called "Employee Trustees," are selected by IBEW Local 684. The current Trustees are listed on page iv of this booklet.

The Trustees have many powers and functions including, without limitation, investing the Plan's assets, interpreting Plan provisions, amending the Plan, deciding Plan policy questions, and appointing advisors and consultants, such as the administrator, auditor, legal counsel and investment consultant.

Day-to-day administration of the Plan, including preparation of the Quarterly Statements, processing of applications and issuance of benefit checks, is performed by BeneSys Administrators, the Plan's Administrator, who may be contacted as follows:

BeneSys Administrators
7180 Koll Center Parkway, Suite 200
Pleasanton, CA 94566
(866)-242-1822 or (925)-208-9987
www.IBEW684benefits.org

If you are a Participant, an Individual Account has been established for you. You will receive a quarterly statement, which also includes the Employer Contributions paid on your behalf, 401(k) deferrals, as well as any gains or losses and expenses for the quarter.

Only the Board of Trustees and its authorized representatives are authorized to interpret the Plan of benefits described in this booklet. No one else can interpret this Plan or act as an agent for the Board of Trustees -- this includes individual Trustees, Employers, Unions and their representatives. The Board of Trustees (and persons or entities appointed or so designated by the Board) has the full discretionary authority to determine a participant's eligibility for benefits and to construe the terms of the Plan (and other documents pertaining to the Plan and Trust) and any rules adopted by the Trustees

A. INVESTMENTS

The Board of Trustees has contracted with Verus Advisory, Inc. (known as "Verus Investments" or "Verus"), and a registered investment advisor, to prudently invest the Plan's assets in accordance with the Investment Policy adopted by the Board of Trustees. Verus, which is the Plan's Investment Consultant, selects investment managers to invest your Plan's funds and/or mutual funds and/or other investment forms. Pursuant to the Investment Policy, the Plan's assets are invested in a diversified portfolio of investments, including stocks (which include large cap equity and international equity, fixed income, real estate and stable value investments). The investment categories could change in the future.

You are 100% vested in your Individual Account with the Plan, subject to Plan expenses and a decrease in the market value of your Account.

Investment Losses Could Cause your Pension Value to Decrease. It is possible that your pension benefits may decrease because the value of your Individual Account depends upon the Plan's investment yields and the Plan's expenses.

Small Accounts—Value Could be Eliminated. If you have a small account balance, your Individual Account could reach a zero balance over time if you only work a few hours a year and your share of Plan expenses exceeds the aggregate of the contributions paid on your behalf and your share of Plan earnings.

B. AUDITOR

The Board of Trustees has contracted with Miller, Kaplan & Arase, LLP, a certified public accounting firm that specializes in auditing multiemployer plans such as this Plan, to audit the Plan's assets and prepare the Plan's annual tax return (Form 5500).

IV. EARNING BENEFITS-EMPLOYER CONTRIBUTIONS

Pursuant to the applicable Collective Bargaining Agreement with IBEW Local 684, your Employer is required to contribute a specified amount to the Plan for each hour worked for most classifications. The mandatory contribution amount may be different under certain collective bargaining agreements and for apprentices. The mandatory contribution amount will likely change in the future. Employee contributions are not permitted except as provided under the 401(k) deferral program. Employer contributions to the Plan are not subject to withholding for FICA, FUTA or state or federal taxes (but employee deferrals to the 401(k) are subject to withholding for FICA and FUTA (but not state or federal taxes). NOTE: You do not have to make 401(k) elective deferrals to be entitled to the Employer Contribution. The Employer Contribution is automatic.

Your Employer is required to make contributions for your hours of work by the 15th day of the month following the month in which your hours of work were performed. Your Employer forwards a transmittal form that contains the name and hours of work performed by each covered employee together with a payment to the Trust.

ALERT: IF YOU BELIEVE THAT YOUR EMPLOYER IS NOT CONTRIBUTING THE FULL AMOUNT

You should notify the Union and the Plan immediately if you are aware or suspect that your Employer has not contributed to the Plan on your behalf the full amount required under your Collective Bargaining Agreement. **If you fail to do so, your Individual Account may not be credited with the correct or full amount or there may be delays in the crediting of such amounts.**

The Trust Fund Office reviews your Employer's monthly transmittal report for mathematical accuracy and notifies the Employer if there is an error in the Employer's contributions that requires correction. Employer payments are transmitted to the bank. Each month the Trust Fund Office processes the contributions reported on your behalf.

You may obtain a list of contributing Employers with their addresses and a copy of the applicable Collective Bargaining Agreement upon written request to the Trust Fund Office.

The amount of Employer contributions made to the Plan for non-bargaining unit employees will be governed by individual Subscription Agreements entered with the Plan and any rules adopted by the Board of Trustees.

If you are a Participant in the Plan and you are eligible for a distribution from another IRS tax-qualified pension plan, you may roll over that distribution into this Plan. Moreover, the Plan will accept trustee-to-trustee transfers from another qualified defined contribution pension plan.

V. YOUR INDIVIDUAL ACCOUNT

A. VALUATION, EXPENSES, STATEMENTS, ROLLOVERS

1. Quarterly Valuations. The Plan is valued quarterly (March 31, June 30, September 30 and December 31). The value of your Individual Account is based on the amount of Employer contributions made to the Plan on your behalf and your share of the Plan's earnings (which includes any asset appreciation), minus your share of the Plan's expenses and any asset depreciation (as well as any distributions). Your account could also include rollover transfers from another qualified pension plan, if applicable.

2. Expenses. The Plan incurs expenses for administration, postage, printing, data processing, investment management, investment consulting, legal, auditing, insurance, collection of required contributions, filing the annual tax return, providing employee communications and other services, which are paid on an ongoing basis from the Plan's assets. Your Individual Account shares proportionately in those expenses.

3. Quarterly Statements. You will receive Quarterly Statements showing the value of your Individual Account. Please review your Statements promptly and report any discrepancies immediately. The Trust Fund Office must have a complete and accurate record of contributions made on your behalf to make sure you are paid the correct amount when you retire.

4. The Plan Accepts Rollovers from Other Pension Plans. The Plan accepts rollovers from other eligible qualified retirement plans. If you have other retirement plan accounts, you may be able to transfer your balances directly into your Plan account, such as from the following sources:

- Qualified employee 401(k) or other defined contribution pension plans;
- 403(a) and 403(b) annuity plans;
- Government plans (Code Section 457 plans);
- Individual Retirement Accounts (previously rolled over from a qualified retirement plan).

Consolidating your accounts can make your retirement benefits easier to manage, while retaining all the tax advantages you currently enjoy. Contact the Plan's Administrator for rollover details and assistance with rollover eligibility and process questions. Keep in mind that fees may apply when closing and consolidating accounts. You should consult a tax advisor and carefully consider the impact of making a rollover contribution to your retirement plan because it could affect your eligibility for future special tax treatments.

A L E R T: If You Find Errors in Your Statement.

If you notice any errors in your Statement and/or you have any questions regarding your statement, you should contact the Trust Fund office immediately.

B. RIGHTS IF YOU ARE IN THE ARMED FORCES.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) and other applicable law, an authorized leave of absence from Covered Employment due to certain military service in the U.S. Armed Forces is considered Covered Employment, provided you comply with the requirements of applicable federal law, the Plan, and any rules established by the Board of Trustees. This Plan provides such benefits only for military service for which the Plan is required to provide under applicable federal law. (Covered Employment is employment under a Collective Bargaining Agreement with IBEW Local 684 that requires employer contributions to this Plan.)

To be entitled to such benefits under USERRA, you must have been working as a Covered Employee during the 90 days prior to your commencement in the Armed Service, have returned to work as a Covered Employee within the period required by federal law following your discharge from the Armed Service, have been honorably discharged, and served more than 90 days but less than 5 years in such military service. To be eligible for benefits during certain specified military service you must:

- notify the Trust Fund Office before your leave for military service, unless unusual circumstances make it unreasonable to provide advance notice,
- provide, at the request of the Trust Fund Office, proof of your qualified military service and proof of your compensation during the preceding 12-month period (if your pay rate cannot be reasonably verified), and
- comply with all USERRA requirements, including returning to work in Covered Employment within the required period.

The Board of Trustees has the absolute discretion to determine whether you meet the military service requirements and may require that you certify periods of employment if the Plan is unable to determine your beginning and ending dates of employment and provide any other pertinent information or documentation.

USERRA applies to persons who actively serve, voluntarily or involuntarily, in the "uniformed services." These services include the Army, Navy, Marine Corps, Air Force, Coast Guard, and Public Health Service Commissioned Corps. Federal training or service in the Army National Guard and Air National Guard also provide rights under USERRA. Uniformed service includes active duty, active duty for training (such as drills), and initial active duty training.

In determining your Employer contributions, the Plan will calculate the Employer contributions that were made to the Plan on your behalf based on the average of the contributions made on your behalf during the two Plan years immediately preceding the date you commenced such service, or if greater, by using the Plan Year in which you entered the Armed Services.

C. IRS' ANNUAL EMPLOYER CONTRIBUTION LIMITS

The IRS has established maximum annual limits on Employer contributions permitted under all qualified defined contribution pension plans combined in which you may participate. The amount of contributions that can be allocated to your Account for any Plan Year is limited by law to the lesser of 100% of your Compensation or the annual IRS-established dollar limit, which is \$55,000 for the Plan Year 2018, and which will thereafter be the amount set annually by law, adjusted periodically to account for inflation. This

limitation does not apply to the amount of earnings allocated to your Account, to the amount of any Rollover Contributions you make to the Plan, or to any other funds transferred to this Plan on your behalf from another qualified plan. Although it is anticipated that these rules should not affect your benefits, they are contained in the Plan because of IRS requirements.

VI. APPLICATION AND ELIGIBILITY FOR BENEFITS

YOUR RESPONSIBILITY TO KEEP ADDRESS CURRENT.

It is your responsibility to notify the Trust Fund Office of changes to your address so that you continue to receive notices of Important Plan changes that may affect your coverage. To avoid a delay in providing your Plan benefits, please check that your home address and beneficiary designations on file with the Trust Fund Office are current.

A. APPLICATION AND PAYMENT OF BENEFITS

An application form is available at www.ibew684benefits.org. Alternatively, you may obtain an application or make a written request for an application to the Plan Office. To avoid delays, you should submit with your application:

- your anticipated last day of Covered Employment;
- your intended retirement date (date you wish benefits to start);
- proof of your age (birth certificate) and that of your Spouse if you are married;
- Photocopy of your photo identification;
- your social security number and that of your spouse if you are married;
- proof of marriage, if applicable (your marriage certificate);
- copy of any qualified domestic relations order (“QDRO”) showing approval by the Court, if applicable, including an Interlocutory Judgment and/or a Final Judgment, marital settlement agreement or any other court document which addresses your pension benefits with the Plan;
- military discharge papers, if applicable.

If you will be receiving a monthly pension benefit from the Plan, your pension is effective the first day of the month following the date you file your completed pension application and you are eligible to receive your benefits. Benefit checks are prepared effective as the first day of each month. Benefits are paid as soon as it is administratively feasible after all contributions are received and your application is processed. Thus, filing a timely application is important.

If you are eligible for a lump sum distribution of a portion or all your Individual Account, in most instances, your benefit payment will be issued within 30 days of the Plan’s receipt of your completed pension application. **If, however, you have a pending divorce, you have not obtained a required spousal consent or otherwise fully completed the application and provided the necessary documentation (such as to confirm a disability), there could be delays in processing your distribution.**

B. ELIGIBILITY FOR YOUR BENEFITS—WHEN BENEFITS CAN BE PAID TO YOU

You must file a timely and complete benefit application and satisfy any one of the following requirements:

1. **Eligibility to Retire under the IBEW Local 684 Pension Plan.** If you terminate your Covered Employment, you may receive your benefits under this Plan if you are eligible to retire under the IBEW Local 684 Pension Plan even if you do not file for benefits under that Plan. A Participant who retires under the Local 684 IBEW Pension Plan prior to age 62 or any other IBEW local union pension plan prior to age 62 shall also be entitled, at the time of said retirement, to receive the value of his Basic Account.

2. **Normal Retirement Age-Age 62.** Normal Retirement Age under the Plan is age sixty-two (62). Benefits are payable as of the first day of the month following your attainment of age 62 if you have terminated your Covered Employment.

3. **Early Retirement Age.** Early Retirement Age under the Plan is age fifty-five (55). Benefits are payable as of the first day of the month following your attainment of age 55 and later if you have terminated your Covered Employment.

4. **Permanent and Total Disability.** If you have become permanently and totally disabled (you received a Social Security Disability Award) stating that you are no longer able to work (and you have terminated your Covered Employment), you will be entitled to a distribution of your Individual Account. The Plan uses the Social Security Award as proof of total disability.

The Board of Trustees may periodically require satisfactory evidence of continued disability. You must provide the Board of Trustees with such proof of your disability, if so requested. The Board of Trustees has the sole discretion to determine whether you are disabled for the purposes of this benefit option.

5. **Termination of Employment with \$5,000 or Less in Account.** Regardless of age, if you have not been employed in Covered Employment for twelve consecutive months and cease to work for any Employer that is a signatory employer or any other employer performing work that would be covered if that employer was a signatory contractor and the value of your Individual Account is \$5,000 or less, you are entitled to a distribution upon the filing of a pension application.

WARNING - POTENTIAL ADVERSE TAX CONSEQUENCES

(Distributions Prior to age 55 and Large Distributions)

Under the Internal Revenue Code, if you begin receiving your benefits from the Plan upon termination of employment before Age 55, to avoid paying a penalty to the Internal Revenue Service (and the State of California, if applicable) because of a premature distribution, your pension payments will have to be paid in a series of substantially equal periodic payments over your lifetime or the joint lives of you and a beneficiary, unless you meet the definition of disability or other exceptions in the Internal Revenue Code, or you roll over the benefits to a traditional IRA or other qualified Employer pension plan.

6. **Deferred Pension—Delay Until Age 70-1/2.** You have the right to postpone receiving your Individual Account balance with the Plan (after the Plan's Normal Retirement Age) except that pursuant to the Internal Revenue Code and IRS rules, if you have terminated your Covered Employment, you are required to commence receiving your pension by April 1 following the date you attain age 70-1/2. If you

are still working in Covered Employment when you reach age 70-1/2, you may postpone receiving your pension until such employment terminates. More details are provided in Article VIII below.

7. Financial Hardship Pursuant to IRS Guidelines. Pursuant to IRS guidelines, a Participant may be entitled to a distribution from the Plan because of a financial hardship as set forth below. The amount distributed cannot exceed the amount required to relieve the hardship, including amounts necessary to pay any federal or state income taxes or penalties reasonably anticipated to result from the distribution. **A hardship distribution will be made in a lump sum payment AND YOU WILL PAY TAXES ON THE DISTRIBUTION (AND IF YOU ARE UNDER AGE 59-1/2, YOU WILL PAY A PREMATURE IRS TAX PENALTY OF 10% AND 2.5% CALIFORNIA TAX PENALTY IF YOU LIVE IN CALIFORNIA, WITH CERTAIN EXCEPTIONS).**

a. **Definition of Financial Hardship.** Financial hardship means an immediate and heavy financial need for which the Participant lacks available resources to satisfy. To be entitled to a distribution you must not have any other assets available. The following financial needs will be considered immediate and heavy:

- i. **Medical Expenses.** Expenses previously incurred by the Participant, Participant's spouse or dependents for (or expenses necessary to obtain) medical care that would be deductible under Internal Revenue Code §213(d) (determined without regard to whether the expenses exceed 7.5% of your adjusted gross income). This provision does not cover medical bills incurred in the ordinary course of events that are not covered by the Health and Welfare Plan 9such as deductibles, cosmetic and orthodontics.
- ii. **Down Payment on a Principal Residence.** Payments necessary for the down payment on a principal residence (not to exceed 20% of the purchase price or 50you're your Individual Account balance, whichever is less).
- iii. **Prevent Eviction/Foreclosure of Primary Residence.** Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or the foreclosure on the mortgage on the Participant's primary residence. A three-day notice to quit, containing the amount to avoid eviction and/or an unlawful detainer complaint will usually be sufficient to prove the prevention of eviction. **You are permitted a distribution to prevent eviction from a rental unit once in any 24-consecutive month period and no more than two months of rent is payable from the Plan. You are permitted a distribution due to foreclosure only once in a 12-month period;**
- iv. **Funeral and/or Burial Expenses.** Payments for burial or funeral expenses for the Participant or the Participant's immediate family member, such as a deceased parent, spouse, children or dependents or grandparent; or
- v. **Casualty Deduction Repairs.** Payments for repair expenses of the Participant's principal residence that would qualify for the casualty deduction under Internal Revenue Code §165 (without regard to whether the loss exceeds 10% of adjusted gross income).

b. **Safe Harbor Deemed Distributions.** A hardship distribution will be deemed to be necessary to satisfy a financial hardship if the Participant has obtained all distributions (other than financial

hardship distributions) and all nontaxable loans currently available under all pension plans maintained by his or her Employer.

8. **Death.** Upon your death, benefits are payable to your beneficiary. If you are married for at least 12 months, the benefits are payable to your surviving spouse, unless your spouse waived such benefits and approved payment of benefits to another identified beneficiary (with such waiver signed before a notary or a designated Plan representative). See Article IX below for more information regarding death benefits.

VII. PAYMENT OF BENEFITS

A. NORMAL FORM OF BENEFIT—JOINT AND 50% SURVIVOR ANNUITY

If you are eligible for a benefit, benefits are payable as follows:

1. **Joint & 50% Survivor Annuity.** For a married Participant (who has been married for at least twelve consecutive months), federal law (ERISA) requires that the Plan's normal form of retirement and disability benefit is a Joint and 50% Survivor Annuity (unless your Individual Account balance is \$5,000 or less). The Joint and Survivor Annuity provides a reduced lifetime pension, and after your death, a lifetime pension for your Surviving Spouse equal to one-half the monthly pension paid to you if your spouse survives you. The Plan would use your Individual Account balance to provide such annuity or purchase an annuity from an insurance company or other entity. Regardless, monthly payments made directly from the Plan to you or your spouse will terminate when your Individual Account balance reaches zero even if you or your spouse live longer than the age(s) projected under the life expectancy tables.

2. **Spousal Waiver/Beneficiary Designation.** If you been married for at least 12 consecutive months, your election of a benefit option other than the Joint and Survivor Annuity (see Section B. below for other Optional Benefit Options) is effective only if your spouse consents to such election and such consent is witnessed by a Plan representative or notary public. Moreover, a designation of a beneficiary other than your spouse also requires your spouse's written consent on the Plan's Beneficiary Form. Neither the name of the beneficiary nor the form of payment can be changed without written spousal consent.

If you retire and take a distribution in the form of a Joint and Survivor Annuity and subsequently divorce your spouse, your monthly benefit will not be increased to the level you would have received had such spousal coverage not been provided. In most instances (i.e. unless a court order provides otherwise), your former spouse will continue to be entitled to her portion of your Individual Account. Moreover, if you subsequently remarry, you may not transfer your former spouse's monthly benefit to your new spouse.

3. **Single Life Annuity/Single Participants.** Under federal law, the normal form of benefit for a single Participant is a single life annuity, which is a series of monthly pension payments for the balance of your life. Under the life annuity option, payments end when you die or when there is no balance remaining in your Individual Account. A married Participant, with spousal consent, also may elect this form of benefit. The Plan would use your Individual Account balance to provide such annuity. (Alternatively, the Plan may purchase an annuity from an insurance company or other entity). Monthly payments made directly from the Plan will terminate when your Individual Account reaches zero even if you live longer than the age projected under the life expectancy tables.

B. ALTERNATIVE BENEFIT OPTIONS (such as a lump or periodic payments)

Whether or not you are married, the Plan contains the following benefit options that you may elect in lieu of the Joint and Survivor or Life Annuity once you are entitled to commence receiving your benefits (for

example, terminating your Covered Employment, subject to the Plan's spousal consent requirements (if you are married) and specific Plan rules specifying additional limitations:

1. Lump Sum Payment/Rollover Option. You may elect a withdrawal of your entire Individual Account in a lump sum distribution (or a rollover to an Individual Retirement Account ("IRA") or another qualified pension plan).

Small Account Rule – Lump Sum if Account Balance is \$5,000 or Less

Pursuant to the Internal Revenue Code, if your Individual Account balance is \$5,000 or less and you are entitled to a distribution from the Plan, when you seek a distribution, the Plan will distribute such amount in a lump sum. You have no choice in the decision and no spousal consent is required.

2. Partial Lump Sum Payments. A Participant may elect to take partial lump sum distributions until the Participant's Individual Account is exhausted. A partial lump also may be rolled over to an IRA or other qualified pension plan.

3. Partial Lump Sum Payment Followed by Periodic Payments. You may elect a partial lump sum distribution followed by fixed periodic payments (as summarized in number 4 below).

Option to Convert to Lump Sum

If you elect to receive your benefits in periodic or specified monthly payments, you may, at a later date, elect to have the remaining balance in your Individual Account paid in a lump sum (subject to spousal consent).

Periodic payments will terminate when the account is exhausted, which may occur if the Participant lives longer than the period of payments selected. The periodic payments and any other payment option under the Plan may be facilitated through an insurance company or other entity or provided in any manner deemed reasonable by the Plan and subject to Internal Revenue Code distribution requirements.

4. Specified Monthly Payments. Specified monthly payments of any amount. Periodic payments will terminate when the account is exhausted, which may occur if the Participant lives longer than the period of payments selected. The periodic payments and any other payment option under the Plan may be facilitated through an insurance company or other entity or provided in any manner deemed reasonable by the Plan and subject to Internal Revenue Code distribution requirements.

5. Joint and 75% or 100% Survivor Annuity. Under this benefit form, the Plan pays to the designated beneficiary 75% of the amount payable to the Pensioner. The Plan would use your Individual Account to purchase a Joint and 75% Survivor Annuity from an insurance company or other entity. Alternatively, you could select a joint and 100% Survivor Annuity.

The Joint and Survivor Annuity extends protection over two lifetimes. The monthly amount of pension payable to you and your spouse under the Joint and Survivor Annuity is based on the life expectancy of you and your spouse. Benefit levels are adjusted accordingly. During your lifetime, you will receive monthly benefits at a lower level than you would with the Life Annuity form. Moreover, if your spouse is much younger than you, benefits will be reduced more than if you were close to the same age or if your spouse is older than you as benefits are likely to be paid over a longer period.

VIII. IRS AND OTHER DISTRIBUTION RULES/DIVORCE ORDERS (QDROS)

A. REQUIRED DISTRIBUTIONS COMMENCE AT AGE 70-1/2 IF NOT WORKING

Under the Internal Revenue Code, the Plan must commence paying your benefit no later than April 1 following the year you attain age 70½ or the date you retire, whichever is later. This is known as your Required Minimum Distribution or "RMD". Although you may take your first RMD by the end of the calendar year in which you turn 70-1/2, you can delay taking that first distribution until April 1 of the year following the year in which you turn 70-1/2. If you choose to delay the first RMD as described, you will have to take two distributions in that same year (the second one by December 31). Consequently, you will want to compare the advantage of leaving the money in your account for as long as possible with the tax consequences of taking two distributions in one year. All subsequent RMDs must be taken by December 31 of each year. You are urged to consult with a tax advisor regarding such distributions.

A Participant who attains age 70-1/2 may elect to receive his or her benefits regardless of whether he or she retires. Upon attainment of age 70½, if you are receiving periodic or specified monthly payments, the Plan must ensure that your payments are paid over a period that does not exceed your life expectancy or the life expectancy of you and a designated beneficiary. Your RMD is calculated each year according to IRS guidelines. If you take only your RMD, the remaining part of your Individual Account balance can remain in the Plan and continue to be tax-deferred. You can take more than the minimum. **Not taking the RMD, however, will result in a significant penalty.** (If you own five percent or more of a contributing employer, the Plan will be required by IRS rules to commence paying your benefit at age 70-1/2 even if you are still working.)

Federal income tax withholding applies at the rate of 10% unless you elect some other rate, or you elect not to have withholding apply. You will also owe state tax in these states that have taxes (such as California). You will owe income tax on the distribution. You cannot roll the RMD portion of your pension into an IRA or retirement plan.

WARNING—POTENTIAL IRS PENALTY ASSESSED AGAINST YOU

(If your benefits are not paid at Age 70-1/2)

The IRS assesses a severe penalty against you if you do not begin receiving your pension benefits by April 1 of the year following the date you attain age 70-1/2 or the date you retire, whichever is later. If you are a 5 percent or more owner, you must begin receiving your benefits at age 70-1/2 even if you are still working.

B. INTERNAL REVENUE DISTRIBUTION RULES

Pursuant to the Internal Revenue Code, the Plan contains certain other benefit distribution rules. First, if you die after payment of your Individual Account has commenced and a portion of your Individual Account remains to be paid, the payments to your beneficiary must be made at least as rapidly as provided in the form of payment being made at the time of your death.

Second, if your death occurs before distribution of your Individual Account has begun, distribution of your Individual Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death. If, however, your benefits are payable to a designated beneficiary, the distribution may be made over the life (or life expectancy) of the designated beneficiary, but payments must commence on or before December 31 of the year immediately following the year in which you died. If your spouse is the beneficiary, however, he or she does not have to commence receiving benefits until the April 1 following the year you would have attained age 70-1/2.

C. YOUR BENEFITS CANNOT BE ASSIGNED IN MOST SITUATIONS

Your creditors cannot garnish or levy upon your Individual Account except for a proper Internal Revenue Service tax levy (The Plan will not comply with a state tax lien). Likewise, you cannot assign or pledge your Account except as collateral for a loan from the Plan or as directed through a Qualified Domestic Relations Order (QDRO) as part of a divorce, (marital dissolution) child support or similar proceeding in which a court orders that all or part of your Account be transferred to another person (such as your ex-spouse or your children) and/or government child support agency. The Plan has a procedure for processing QDROs. See Section D below.

D. FORMER SPOUSE RIGHTS—QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)

If you are divorced, your former spouse may be entitled to a portion or all of your benefit. The Plan is required by federal law to comply with a court order that awards a portion or all your pension benefits to a spouse, former spouse, child or other alternate payee if the order qualifies as a Qualified Domestic Relations Order ("QDRO") as defined in ERISA. A QDRO is a court order or judgment (including a court-approved property settlement) that creates or recognizes the existence of a former spouse's or child's right to receive all or a portion of your pension benefits. When you file your application, you are required to include information on any pending or prior marital dissolution, separation, annulment and/or child support action. This includes a Final and/or Interlocutory Judgment and/or a Marital Settlement Agreement.

You, your spouse or former spouse may request the Plan's procedures for handling domestic relations orders which includes a sample order containing language acceptable to the Plan. The Sample Order is available on the Trust Fund website. You or your attorney (or your spouse or his or her attorney) may submit a proposed QDRO to the Plan's Legal Counsel for review prior to submission to a court.

The Plan is authorized to assess a fee for administering and handling Qualified Domestic Relations Orders ("QDROs"). If such a fee is adopted in the future (there is no fee at this time), the fee is shared equally between a Participant and Spouse unless directed otherwise by the Court or pursuant to a written Stipulation of the parties. The Plan is authorized to deduct such administration fee from the Individual Accounts of the Participant and/or Spouse (or other Alternate Payee).

WARNING: PENDING DIVORCE MAY IMPACT YOUR BENEFITS

Unresolved disputes regarding a divorce and your benefits may delay payment of your benefits.

If the Plan is notified of a pending divorce action or receives a court pleading known as a "Joinder Request" or a similar document, the Plan has the discretion to delay paying your Plan benefits for a reasonable period to allow time for the parties to prepare a QDRO, even if your application is on file. If it appears that your former spouse or other Alternate Payee is seeking only a portion of your Individual Account balance, the Plan may, at its discretion, distribute to you that portion of your benefit that is not addressed by the pending QDRO. Moreover, if a spouse or other person fails to pursue a QDRO in a timely manner, the Plan may proceed with a partial or total distribution.

E. OVERPAYMENTS RECOVERABLE BY THE PLAN

As a Participant or beneficiary, you are entitled only to the amount of benefits described in the Plan document. **If you become aware that you are receiving an improper amount or benefit from the Plan, you are required to immediately notify the Plan of the overpayment.**

If you or any beneficiary receives an overpayment of benefits, the Plan will reduce or offset any future benefits to recover the overpayment, unless other arrangements can be made to the satisfaction of the Board of Trustees for the recovery of the overpayment. The Plan will withhold at least 25% of your payments until the Plan recovers the overpayment. To the extent permitted by law, the Plan may withhold up to 100% of your monthly payments until an overpayment is recouped. The Plan is also authorized to offset lost earnings on the overpayments and reimbursement to the Plan for any attorney fees and costs incurred by the Plan as a result of the overpayment. The Plan may also file a claim against your estate or any other person or entity if amounts are still owed at your death and there are insufficient funds, including any death benefits payable to your beneficiary, to recover the overpayment. Any funds owed by a Participant to the Plan will be deducted from any death benefits that may be payable as a result of the Participant's death.

IX. DEATH BENEFITS/PRERETIREMENT SURVIVOR BENEFITS

A. DESIGNATION OF YOUR BENEFICIARY

IMPORTANT - DESIGNATE YOUR BENEFICIARY(IES)

Please provide the Plan with the name and address of your beneficiary by completing a beneficiary form that is available on the Plan Office website (www.ibew684benefits.org).

A Beneficiary Designation Form is available on the Trust Fund website. You may change your beneficiary at any time, except if you are married, your spouse must provide written consent before a notary to any beneficiary designation and the form of benefit. A spouse includes same-sex spouse or opposite-sex spouse. Each designation of beneficiary or beneficiaries must be in writing, signed, in a form acceptable to the Plan and submitted to and received by the Plan during your lifetime. If you have a Beneficiary Form on file at the Trust Fund Office and you complete a new Beneficiary Form, the old Beneficiary Form will be inapplicable.

If you fail to designate a beneficiary or no designated beneficiary survives you and you die without having received the distribution of your account balance, the Plan will distribute your Individual Account balance to your spouse, if any. If there is no Surviving Spouse, distribution of the Individual Account balance shall be made in equal shares to your children, natural or adopted (but not stepchildren), and if none, then to your estate.

If Death Benefits are paid to a minor, the Plan may pay the benefits due to the minor to the person having present custody or care of the minor and with whom the minor resides. The recipient on behalf of the minor must agree in writing to apply the payments solely for the minor's support and must comply with any other conditions established by the Board of Trustees. The Trustees may also make a payment to a minor by depositing the amount in an insured bank account for the minor and giving notice to the minor, or the Plan may require a guardianship.

ALERT: Divorce Invalidates Beneficiary Designation

If you divorce prior to retirement, any previous designation of your former spouse as a beneficiary prior to the distribution of your Individual Account balance is automatically revoked and no longer valid. **Thus, when your divorce is final, you should immediately submit a new completed Beneficiary Form.**

SECOND ALERT: Marriage Invalidates Prior Beneficiary Designation

If you marry, any previous designation of a beneficiary other than your new spouse prior to your retirement is automatically revoked and invalid. **Thus, upon becoming married, you should immediately submit a new Beneficiary Form (subject to the Plan's spousal consent requirements).**

B. RETIREMENT SURVIVOR ANNUITY FOR MARRIED PARTICIPANTS

If you die before retirement or withdrawal of your Individual Account, ERISA requires that your Surviving Spouse be entitled to a Preretirement Survivor Annuity, which is a survivor pension for life equal to the amount of monthly benefits available through your Individual Account balance. That annuity is not payable, however, until the Participant would have attained age 55. If your spouse desires such an Annuity, the Plan will use your Individual Account balance to facilitate the purchase of an annuity from an insurance company or other entity at then current market rates or the Plan will otherwise provide the spouse with this benefit.

Upon your death your spouse may, however, waive the joint and survivor annuity and instead elect payment in a lump sum or one of the other benefit options provided in the Plan as summarized in E. below. (Non-spouse beneficiaries are entitled to a lump sum distribution upon your death.)

C. ALTERNATIVE LUMP SUM DISTRIBUTION UPON YOUR DEATH

Upon your death your spouse may, however, waive the preretirement survivor annuity described above and instead elect payment in a lump sum of the balance of your Individual Account. Non-spouse beneficiaries are entitled to a lump sum distribution upon your death. The lump sum benefit is paid within a reasonable period after your death, assuming all required information has been furnished to Trust Fund Office.

D. NON-SPOUSE BENEFICIARY—INHERITED IRA OPTION

Pursuant to IRS rules, a non-spouse beneficiary may choose to have any benefits payable paid in a Direct Rollover to an inherited IRA.

E. PAYMENTS TO A MINOR—UNIQUE SITUATIONS

Any death benefit payable to a minor under age 18 may be paid to the legally appointed guardian of the minor or, if there is no guardian, to such adult(s) that has, in the discretion of Plan representative, assumed principal support of said minor. The Plan may also decide to distribute benefits to a minor, depending upon the circumstances. The Board, and its delegates, have absolute discretion in making such determinations and may delay making a distribution until the beneficiary attains age 18.

X. POTENTIAL LOSS OR DELAY ON THE PAYMENT OF YOUR BENEFITS

You or your beneficiary could suffer a loss in the value of your Individual Account balance or have payments delayed in at least the following circumstances:

A. Investment Losses. The Plan could incur investment losses, such as the depreciation in the market value of the Plan's assets, reducing the value of your Individual Account.

B. Divorce or Child Support Order ("QDRO"). Pursuant to a Qualified Domestic Relations Order, a Court may award a spouse, former spouse, child or other dependent with a portion or all your Individual Account. Payments may also be required by a court order to be paid to a national, county or state child support agency.

C. Plan Expenses/Small Accounts. Plan expenses decrease the yield you would otherwise earn on your share of the Plan's assets. The Plan incurs expenses such as accounting, administration, recordkeeping, printing, legal, investment and similar types of expenses. You may incur a loss if your share of Plan expenses exceeds your contributions and earnings in a Plan Year.

D. Time Lag in Distribution. Your account distribution's fair market value could fluctuate between the time you request a distribution and when you actually receive the payment.

E. Failure to File Complete Application. If you fail to file a completed application or other form required by the Plan, there will be a delay in the payment of your benefits.

F. Incomplete Information/False Statements. If you fail to provide information or give false information to verify your disability, age, beneficiary information, marital status or other vital information, payment of your benefits may be delayed or stopped.

If you make a false statement to the Plan or other officials regarding your Plan benefit eligibility, benefits or other issues, you will be liable to the Plan for any benefits paid in reliance on such false statements or information and any legal fees and costs incurred in effecting recovery or as a result of the false statement or information. This includes but is not limited to costs incurred by the Trust Fund Office, reasonable legal fees, and interest charges. The Plan may deduct any such fees and costs from any benefits otherwise payable to you or your beneficiary(ies).

G. Lost Contact Information. If you do not keep your current address on file with the Plan, benefit payments may be delayed and cause a disadvantageous time lag between valuation and distribution

H. IRS Benefit and Contribution Limits. The annual Employer contributions made to the Plan on your behalf cannot exceed the maximum amount allowed by the Internal Revenue Code and applicable IRS regulations. Although the Board of Trustees does not foresee this occurring, the Plan contains provisions to address this situation.

I. Separate 401(k) Deferral Limit Established by the IRS. The IRS establishes a maximum amount that you may defer out of your wages to the 401(k) Plan. For 2018, the limit is \$18,500; however, if you are age 50 or older, the limit is \$24,500. The IRS decides each year whether to increase amounts the following year. In some years, the limits are increased in \$500 increments. In some years, there is no increase. If you defer more than the maximum amount permitted by the IRS, the Plan will have to refund the excess amount to the contributing Employer that made the excess contribution and then you will be paid

that amount in wages and a w-2 issued for the excess amount. That must take place by April 15 of the year following the year in which greater amounts were deferred than what was allowed by the IRS.

J. Employer Delinquencies. If your Employer fails to make contributions to the Plan on your behalf for your Covered Employment, you may lose benefits to which you would otherwise be entitled. In addition, pursuant to Internal Revenue Service requirements, certain Employer delinquencies maybe considered Plan expenses to be shared by all Plan Participants. Thus, if there are serious delinquencies by a contributing Employer which the Board of Trustees has determined are not recoverable, the Plan's expenses could increase, resulting in a decrease in the value of your Individual Account even though you do not work (or have not worked) for that delinquent employer(s).

K. Refund Overpayments. If the Plan mistakenly makes an overpayment to you or your beneficiary, you or your beneficiary will be required to reimburse the Plan. Moreover, if the Plan is forced to incur legal fees and costs to recover an overpayment, you and/or your beneficiary will be responsible for such fees and costs.

L. Beneficiary Dispute—Potential Interpleader Action. If there is a dispute between or among beneficiaries, the Plan may be required to file an interpleader or other court action seeking guidance from the Court on whom to make a distribution. The legal fees and costs associated with any such dispute, including any legal action, may be reduced from the Individual Account that is the subject of the dispute.

XI. DEFERRAL OF TAXES/TAX WITHHOLDING/ROLLOVERS

A. DEFERRAL TAXES—SIGNIFANT BENEFIT OF YOUR PLAN

An advantage of this Plan is that non-taxed dollars accumulate non-taxed earnings for your retirement. You pay taxes only when you receive your benefits as a distribution from the Plan, unless you elect to directly roll it over to an IRA or a qualified plan. Therefore, as long as you keep the money in the Plan, neither the amount contributed by the Employer on your behalf, nor the earnings thereon are taxable to you. The amount of taxes you will owe will depend on when and how your benefits are paid to you and on the tax laws in effect at the time.

Due to the complexity and frequency of changes in the federal laws that govern benefit distributions, penalties, and taxes, the following is only a brief explanation of the law and IRS rules and regulations as of this summary's restatement date. Regardless, **you should consult your tax advisor to determine your personal tax situation before taking a distribution from the Plan. This information is not provided to you as tax advice; it only provides general tax information to help you understand potential tax liabilities from a withdrawal or distribution from the Plan.**

Congress passed a law imposing a 10% penalty on early lump sum distributions, except for distributions because disability, death, and distributions at age 55 or older on account of a termination of employment (at that age or older), among other reasons. Thus, if you receive a lump sum distribution of your Plan benefits prior to age 55, the IRS will assess a 10% penalty and the State of California a 2.5% penalty on the distribution (and prior to age 59-1/2 if you are still working), unless you meet one of the exceptions in the Internal Revenue Code. The penalty applies if you default on a loan or receive disability benefits but are not totally disabled as defined in the Internal Revenue Code. The California Franchise Tax Board may assess a 2-1/2% penalty for the same reasons.

The Plan is required by federal law to withhold for taxes 20% of certain lump sum distributions from the Plan (see section B below) and payments for under ten years. For monthly or other periodic payments that extend for ten or more years, federal and state income tax will be withheld unless you elect otherwise.

ALERT - AGE 70-1/2 REQUIREMENT

The IRS will assess a severe penalty against you if you do not begin receiving your benefits by April 1 of the year following the year you attain age 70½ or the date you retire, whichever is later.

B. TAX WITHHOLDING ON PAYMENTS MADE TO YOU FROM THE PLAN

The Plan will withhold federal and state income taxes from your benefit payments unless you elect otherwise. When you retire, you may elect on the appropriate Plan form whether you wish to have those taxes withheld (such as a specified percentage or specific amount). (As explained in Section C of this Article, tax withholding is required for certain distributions.) You may want to consult with a tax advisor to discuss your payment and withholding options and the tax consequences of a distribution.

**WARNING REGARDING INSUFFICIENT TAX WITHHOLDING
(POTENTIAL OF BEING IN HIGHER TAX BRACKET)**

Federal and state tax withholding on any payment made to you may be insufficient to meet your tax obligations, particularly if you take a large partial or total distribution from the Plan. The Plan distribution, which may have the effect of increasing your taxable income, may, in many instances, place you in a higher tax bracket requiring a tax payment of more than the 20% or smaller tax withholding (plus there may be a greater state tax).

Participants who take a distribution are responsible for satisfying the IRS' distribution rules and pay taxes on the distribution. Distributions to Participants are reported annually on IRS Form 1099R, which is sent to you (and the IRS) in January following the calendar year in which the distribution was issued.

C. ROLLOVER OPTION/IRS MANDATORY TAX WITHHOLDING IF PAID TO YOU

A rollover is a payment of your Plan benefits to an individual retirement arrangement (IRA) (except for Roth IRAs) or to another qualified employer plan. An eligible Plan account rollover to either of these accounts will not be subject to income tax withholding. A Plan distribution may be rolled over to another eligible retirement account unless the distribution (1) is part of a series of equal periodic payments made over your lifetime, made over your and your beneficiary's lifetimes, or over a period of at least 10 years or (2) is a minimum benefit payment that must be paid directly to you. Other distributions also may not eligible for direct rollover treatment.

If you are eligible to receive your benefits in a lump sum or in periodic payments of less than ten years, your distribution qualifies for "rollover" treatment and can be taken in two ways. (*Already stated in the above paragraph*) You may have all or any portion of your pension either 1) paid in a "DIRECT ROLLOVER" or 2) paid to you. This choice will affect the tax you owe, as noted below:

Surviving Spouses and Alternate Payees may also roll over certain distributions from the Plan. Required Minimum Distributions (RMD) that occur when you attain age 70½ or retire (whichever is later) cannot be rolled over pursuant to Internal Revenue Code requirements.

You have two ways in which you can roll over your funds, which will affect the tax you owe as follows:

1. Direct Rollover. If you choose a DIRECT ROLLOVER:

- Your payment will not be taxed in the current year and no income tax will be withheld.
- Your payment from the Plan must be made directly to your traditional IRA or if you choose, to another qualified employer plan that accepts your rollovers within 60 days after you receive the payment.
- **NOTE:** The rolled over funds could be taxed later if you withdraw the funds prior to age 59½. Depending on the type of plan, the later distribution may be subject to different tax treatment than it would if received from this Plan.

2. Benefits Paid Directly to You. If you choose to have your Plan benefits PAID TO YOU:

- You will receive only 80% of the payment, because the Trust Fund Office is required by law to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes. (This is so even if you later decide to roll over your pension distribution within 60 days of your receipt of it.)
- Your payment will be taxed in the current year unless you roll it over. Under limited circumstances, you may be able to use special tax rules that could reduce the tax you owe. If, however, you receive the payment before the Plan's early retirement age of 55, you also may have to pay an additional excise tax.
- You can roll over all or part of your payment to your traditional IRA or to another eligible Employer plan that accepts your rollover within 60 days after you receive the payment. The amount rolled over will not be taxed until you take it out of the traditional IRA or the eligible Employer plan.
- If you want to roll over 100% of the payment to a traditional IRA or an eligible employer plan, you must find other money to replace the 20% that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and was not rolled over.

D. YOUR RIGHT TO WAIVE THE THIRTY DAY PERIOD

Following a distribution event including the termination of your employment or your retirement, you will receive a Plan notice explaining your rollover options and other important tax information. You should review this notice before you decide how to receive your benefits from the Plan. Generally, neither a Direct Rollover nor a payment can be made from the Plan until at least 30 days after your receipt of this notice. When you desire your benefits, you will have 30 days to consider whether to have your withdrawal directly rolled over. If you do not wish to wait until this 30-day notice period ends before your election is processed, you may waive the notice period by making an affirmative election indicating whether you wish to make a Direct Rollover. Your withdrawal will then be processed in accordance with your election as soon as practical after it is received by the Trust Fund Office.

E. CERTAIN DISTRIBUTIONS NOT ELIGIBLE FOR A ROLLOVER

You cannot roll over a distribution made (1) in a series of equal (or almost equal) periodic payments for your life or the joint lives of you or your spouse or other beneficiary, or (2) as a "required minimum payment" beginning on the April 1st of the year after the year during which you reach age 70-1/2 (or thereafter). Thus, you may not roll over your monthly Pension received under a Joint and 50%, 75%, or 100% Survivor Annuity or a Life Annuity. Likewise, your surviving Spouse may not roll over a Preretirement Survivor annuity benefit. In addition, you may not roll over any Plan loan amounts deemed as a taxable distribution due to default. Other Plan distributions may not be eligible for a Direct Rollover. You may want to consult with a tax advisor.

XII. CLAIMS AND APPEAL PROCEDURE

A. GENERAL CLAIMS AND APPEAL PROCEDURE

The Plan, which is available for review by appointment at the Trust Fund Office, or upon written request of the Office, contains a claims and appeal procedure that must be followed. The Claims and Appeal Procedure is on the Trust Fund website. Sections B-D below summarizes the claims and appeal procedure. Be sure to read the claims and appeal procedure carefully before filing a claim or a lawsuit regarding your pension or the Plan.

The purpose of the claims and appeal procedure is to make it possible for claims and disputes to be resolved fairly and efficiently without necessitating costly litigation and attorneys' fees. **No lawsuit may be brought against the Plan for a denial of benefits until the claimant exhausts the Plan's claims and appeal procedure (see Section D below for the period for filing lawsuits).**

B. DENIAL OF CLAIM AND APPEAL RIGHTS

Under the procedures set forth in the Plan and as is required by ERISA, if your claim for a pension benefit is denied in whole or in part, you will receive a written explanation including the specific reasons for the denial. You then have the right to have the Board of Trustees review and reconsider your claim.

If you believe you are not receiving a Plan benefit in error (other than a Disability- related benefit) you should submit a written request to the Plan (or its representative) for the benefit. If the Plan denies your request, you will receive written notice of the denial within 90 days after receipt of your request. The written notice of the denial will include (1) the reasons for the denial, (2) references to any pertinent Plan provisions on which the denial is based, (3) a description of any additional information needed to process the claim, (4) a description of the Plan's claim review procedure, and (5) a statement of your right to bring civil action under federal law if your claim is denied upon review.

If you disagree with a denial, you may request the Board of Trustees to review the decision. To have your claim reviewed, however, you must file with the Plan a written appeal within 60 days of your receipt of the Board's initial denial of your claim. You also have only 60 days to file an appeal if a benefit claim or similar issue with the Plan is not resolved, or you or a beneficiary disagree with the act, omission or decision by the Board of Trustees regarding your claim to benefits. Your appeal must state the specific reasons the denial of the claim or act, omission or decision was in error. **If you fail to submit your written appeal within that period, there will be no review of your claim, and you will have waived any valid objection you may have and will not be able to file a lawsuit.** You may submit supporting documents or records

with your appeal, and you may examine Plan records pertinent to your dispute. You also have the right to legal representation throughout the review procedure.

The Board of Trustees will review your appeal and render a decision by the next regularly scheduled Trust meeting, unless the Board receives the appeal within thirty days of such meeting and/or special circumstances exist requiring additional time. The decision on review will be in writing and, if the Board denies your appeal, will include specific reason(s) for the denial.

If the Board of Trustees needs more than 90 days to review your claim for benefits, you will be advised by written notice within 90 days after receipt of your claim. The notice will inform you why the Plan needs more time (which cannot exceed an additional 90 days), and the date by which you can expect a decision.

C. DISABILITY CLAIMS AND APPEAL—SPECIAL RULES

Disability claims and/or determination appeals must be reviewed within 45 days of the Plan receipt unless special circumstances exist. The Plan may require an extension of time not exceeding 30 days due to matters beyond the Plan's control.

The notice of extension will include, in addition to the reasons for the denial, the Plan's standards for determining benefit entitlement; the unresolved issues that prevent a decision on the claim and a request for any additional information needed to resolve those issues. You would have at least forty-five (45) days to provide the specified information, if any. The Board of Trustees' deadline to render its decision tolls from the date the Board sends the claim extension notification to the Claimant until the date the Board receives a response from the Claimant.

Any notice of an adverse benefit determination shall include, in addition to the reasons for the denial, (1) the specific rule, guideline, protocol, or other similar criterion, if any, relied upon in making the determination; and (2) an explanation of the scientific or clinical judgment for the determination if the adverse benefit determination was based on medical necessity or other similar exclusion or limitation.

If the application for benefits of a claim is denied, the Claimant or the Claimant's duly authorized representative may petition the Board of Trustees for review of the decision. The Claimant or the Claimant's duly authorized representative shall file the petition for review with the Trust Fund Office within one hundred and eighty (180) days of receipt of the notification of adverse benefit determination. The Claimant shall have access to relevant documents, records and other pertinent information, including any statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination. The Board of Trustees will not afford any deference to the initial benefit determination. If the adverse benefit determination is based in whole or in part on a medical judgment, the Trustees will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. Such consultant shall not be any individual consulted in connection with the initial determination, nor the subordinate of any such person.

The Board of Trustees shall notify the Claimant of their decision in writing. Any notice of adverse benefit determination shall include, in addition to the reasons for the denial, (1) the specific rule, guideline, protocol, or other similar criterion, if any, relied upon in making the determination; and (2) an explanation of the scientific or clinical judgment for the termination if the denial was based on medical necessity or other similar exclusion or limit.

D. ONE YEAR PERIOD TO FILE LAWSUITS

Upon exhausting the above claims and appeal procedures, if you are still not satisfied, your next step is to file a lawsuit if you so desire and if ERISA or other permissible law permits such a lawsuit. **No legal action may be commenced or maintained against the Plan, a Trustee, the Board of Trustees, or other person or entities involved with the denial or decision on appeal more than one year after the Board of Trustees' determination of your appeal, or if not a formal appeal, one year after the act or omission of which you are questioning.**

XIII. AMENDMENT/MERGER/TERMINATION OF PLAN

A. AMENDMENT OF THE PLAN

The Board of Trustees may amend the Plan at any time.

Any amendment may apply to all groups and/or Participants covered by the Plan or only to certain groups of Participants. Retroactive amendments may be made to the extent permissible under ERISA and other applicable law. Except as permitted or required by applicable law, no amendment may divest accrued benefits that have previously been vested or approved.

B. MERGER OR CONSOLIDATION OF PLAN/TRANSFER OF ASSETS

In the event of a merger or consolidation of the Plan with another pension plan or a transfer of Plan assets or liabilities in whole or in part to another pension plan, each Participant will be entitled to a benefit immediately after the merger, consolidation or transfer equal to each Participant's accrued benefit before such merger, consolidation or transfer.

C. TERMINATION OF THE PLAN

The parties to the Collective Bargaining Agreements between IBEW Local 684 and the various Employer associations may terminate the Plan in whole or in part. Although there is no intent to terminate the Plan, there is no guarantee that the Plan will last forever.

In the event of termination or partial termination of the Plan, after providing for the expenses of the Plan and for the payment of any previously approved distributions, the assets then remaining would be distributed to Participants. Each Participant would be 100% vested in his or her accrued benefits and would receive that part of the total remaining assets in the same ratio as his or her Individual Account bears to the aggregate amount of the Individual Accounts of all Participants.

Once the Plan is terminated and all assets have been distributed, the Board of Trustees will be discharged from all liability under the Plan and Participants will have no further rights or claims.

Please further note, because this is a defined contribution plan, it is not required by ERISA to pay premiums to the Pension Benefit Guaranty Corporation (PBGC). This means benefits are not guaranteed by the PBGC upon insolvency or termination.

XIV. ADDITIONAL INFORMATION REQUIRED BY ERISA

A. Name and Type of Plan. The name of the Plan is the IBEW Local 684 Profit Sharing 401(k) Retirement Plan ("Plan"). The Plan is a profit sharing plan, with a 401(k) deferral option, exempt from income tax under Sections 401(a) and 401(k) of the Internal Revenue Code.

B. Plan Administrator. The Board of Trustees is the Plan Administrator. The Board is responsible for reporting relevant Plan information to governmental agencies and disclosing information to Plan Participants and beneficiaries in accordance with ERISA. The Board of Trustees has delegated to BeneSys Administrators the day-to-day administration of the Plan.

C. Agent for the Service of Legal Process. The agent for service of legal process is:

Richard K. Grosboll
Neyhart, Anderson, Flynn & Grosboll
369 Pine Street, Suite 800
San Francisco, CA 94104-3323
(415) 677-9440

Service of legal process may also be made upon the address in B above, a Plan Trustee, or the Board of Trustees, at the addresses listed on page iv of this booklet. You may consult with the Trust Fund Office for current addresses.

D. Plan Year. The Plan Year commences on April 1 and ends on March 31.

E. Employer Identification Number. The Internal Revenue Service Employer Identification Number (EIN) for the Plan is 77-0278151. The Plan Number is 002.

F. Funding Contributions and Collective Bargaining Agreements. The Plan is maintained in accordance with Collective Bargaining Agreements between the IBEW Local 684 and certain designated Employer associations (and some individual Employers), which require Employers to contribute to the Plan. There are no employee contributions to this Plan.

Upon written request, the Trust Fund Office will provide you with information on whether a particular Employer for whom the Participant is employed is contributing to the Plan and, if the Employer is a contributor, the Employer's address. You may also make a written request to the Trust Fund Office for a copy of the Collective Bargaining Agreement. The Plan Office may require that you pay a reasonable charge for the copy.

G. Funding Medium. The Plan's assets are held in Trust and are invested by the Board of Trustees for the benefit of all the participants and beneficiaries of the Trust after consultation with professional investment managers employed by the Plan. The Board of Trustees has hired Verus Investments, a registered investment manager, to provide investment consulting services for the Plan.

STATEMENT OF ERISA RIGHTS

A. Your Rights as a Participant. 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 Participants are entitled to:

- Examine without charge at the Plan Office and at other specified locations (such as worksites and the Union Office), documents governing the Plan, including collective bargaining agreements and the annual report (Form 5500 series) filed with the U.S. Department of Labor.
- Obtain copies of Plan documents and other information required by law to be furnished upon written request to the Plan. Pursuant to ERISA, the Plan Office may require that you pay a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report, known as a Summary Annual Report ("SAR"). The Plan is required by law to furnish each Participant with a copy of the SAR.
- Receive a statement showing the value of your pension benefits once a year, upon written request to the Plan. This Statement is provided free of charge.

B. Prudent Action by Fiduciaries. In addition to creating rights for Plan Participants, ERISA imposes duties upon the people responsible for operating the Plan. The people who operate your Plan, called "fiduciaries," have a duty to do so prudently and in the best interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person or entity, 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.

C. Enforcing Your Rights. If your claim for a pension benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request certain documents (specified in ERISA) from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that is denied or ignored in whole or in part, and such denial is upheld on appeal (or ignored), you may file a lawsuit. 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 a lawsuit. **Any lawsuit must be filed within one year of the Trustees' determination on appeal or otherwise.**

If Plan fiduciaries misuse the Plan's money or other assets, 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.

If you file a lawsuit, the court may decide who should pay court costs and legal fees. If you are successful, the court may order the person(s) you have sued to pay your costs and fees. If you lose, the court may order you to pay the Trust's or other defendants' costs and fees (e.g., your claim was frivolous).

D. Assistance If You Have Questions. If you have any questions about this statement, the Plan or about your rights under ERISA or if you need assistance in obtaining Plan documents, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory (or which can also be found at the EBSA website at <http://www.dol.gov/ebsa/welcome.html> where you can review a publication called “*What You Should Know About Your Retirement Plan.*”), or you may address your concerns the Department at the following address:

Division of Technical Assistance
U.S. Department of Labor
Employee Benefits Security Administration
200 Constitution Avenue NW
Washington, D.C. 20210

You can call the Employee Benefits Security Administration at (866) 444-3272; TTY/TDD users: (877) 889-5627. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security administration.

You may also find answers to your question(s) at <http://www.dol.gov/ebsa/welcome.html>.