San Diego Unite-Here Pension Plan

Summary Plan Description

Effective December 1, 2020

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MESSAGE FROM THE TRUSTEES

Dear Participant:

We are pleased to provide you with this revised booklet, the Summary Plan Description ("SPD"), which describes your pension plan benefits with the San Diego Unite-Here Pension Plan (the "Plan"). The Plan was established January 1, 1968, and it was most recently restated in 2015. The Plan has been amended several times since its inception, and this SPD includes all updates as of January 1, 2020.

This SPD booklet explains the most important rules of the Plan as clearly as possible; however, it is not possible to explain each and every detail. The complete text of the Plan document, which sets forth your actual rights under the Plan, appears in the second half of this booklet. In the event of any conflict between the SPD and the Plan document, the Plan document rules will govern.

Only the Board of Trustees is authorized to interpret the Plan benefits described in this booklet. No Union or Employer, nor any representative of any Union or Employer, is authorized to interpret the Plan on behalf of the Board. Nor can such a person act as agent of the Board of Trustees.

The Plan has been established to provide you with retirement benefits that, in addition to your Social Security benefits, will help you enjoy your years of retirement. Death benefits are also provided for your security and the security of your family. We urge you to read this booklet carefully, and if you have questions, the staff of the Administrative Office will be happy to assist you.

You should keep this booklet with your other important papers so that you may refer to it when you terminate employment, change jobs, or retire. Please keep the Administrative Office advised of your current address and contact information.

Sincerely,

BOARD OF TRUSTEES
San Diego UNITE-HERE Pension Fund

PLAN CONTACT INFORMATION

If you have questions about your benefits under the Plan, please check this document first. If you have further questions, contact the Plan's Administrative office or your local union.

ADMINISTRATIVE OFFICE

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YOUR PENSION PLAN AT A GLANCE

This page is intended as a quick reference guide only. It provides general information about the benefits provided by the Plan and the eligibility requirements for those benefits.

PARTICIPATION REQUIREMENTS

Prior to January 1, 1992, 500 Hours of Service in a Plan Year.

On or after January 1, 1992 and prior to January 1, 1996, 500 Hours of Service within a period of two consecutive Plan Years.

On or after January 1, 1996, 300 Hours of Service in the Plan.

BENEFIT AMOUNT

The sum of your Past Service Benefit and Future Service Benefit.

ELIGIBILITY

NORMAL

You are eligible for a Normal Pension at the later of:

1. Age 65; or

The fifth (5th) anniversary of your participation in the Plan after January 1, 1988 (excluding years in which a Break in Service occurred).

EARLY

You are eligible for an Early Pension if you:

1. Are age 55; and

2. Have ten (10) years of Past and Future Service (at least one (1) year of which must be Future Service Credit); **or** if you have at least one (1) hour of Covered Employment on or after June 1, 1996 and five (5) or more Vesting Years of Service; and

3. Have filed an application for an Early Pension; and

4. Have terminated your employment. However, effective January 1, 2007, you do not have to terminate your employment to receive Early Pension benefits if you are at least age 62.

DISABILITY

You are eligible for a Disability Pension if you:

1. Entitled to a Social Security Disability Benefit; and

2. Have a total of at least five thousand (5,000) Hours of Service during any five (5) Plan Years (excluding Hours of Service cancelled due to a Break in Service); and

3. Have ten (10) years of Past and Future Service, **or** if you have at least one (1) hour of Covered Employment on or after January 1, 1996 and five (5) or more Vesting Years of Service; and

4. Have been credited with a total of at least six hundred (600) Hours of Service in the two full Plan Years immediately prior to the onset of disability;

5. Have filed an application for a Disability Pension.

SERVICE

Effective January 1, 1998, you are eligible for a Service Pension if you:

1. Accrued a total of at least thirty (30) Past and Future

Service Credits, at least one (1) of which must be Future Service Credit; and

2. Have filed an application for a Service Pension; and

3. Have terminated your employment. However, effective January 1, 2007, you do not have to terminate your employment to receive a Service Pension benefit if you are at least age 62.

PRO RATA

You are eligible for a Pro Rata Pension if you:

1. Would be eligible for a Normal or Early Pension if your combined Pension Credits were treated as all earned under this Plan; and

2. After accumulation of Future Service Credit under this Plan, you have at least two (2) years of Pension Credits under this Plan or under a related plan or combined from this Plan and a related plan; and

3. The Pension Benefit payable based upon Pension Credit earned under this Plan equals at least twenty percent (20%) of the Pension Benefit payable had all of the service been credited under this Plan; and

4. Have filed an application for a Pro Rata Pension; and

5. Have terminated your employment. However, effective January 1, 2007, you do not have to terminate your employment to receive a Pro Rata Pension if you are at least age 62.

DEATH BENEFITS

DEATH BEFORE RETIREMENT

PRIOR TO ELIGIBILITY FOR RETIREMENT

If you were not married prior to death and satisfy the required criteria, your designated beneficiary receives a lump sum equal to seven cents ($0.07) multiplied by your Hours of Service between January 1, 1968 and December 31, 1982, plus the sum of contributions made in each subsequent Plan Year on your behalf, subject to a maximum of $5,000.00.

If you were married prior to death, your spouse may elect to receive the death benefit provided above to unmarried Employees or, if you were vested, your spouse may alternatively elect to receive fifty percent (50%) of the Qualified Joint and Survivor Annuity. If your spouse elects to receive fifty percent (50%) of the Qualified Joint and Survivor Annuity, your spouse's benefit commences when you would have attained your earliest retirement date under the Plan. Your spouse may alternatively delay commencement of the death benefit. However, benefits must commence no later than December 31st of the year in which you would have turned age 72 (age 70 ½ for members who would have turned age 70 ½ prior to December 31, 2019).

AFTER ELIGIBILITY FOR RETIREMENT

If you were not married prior to death, your designated beneficiary will receive a benefit equal to the sum of your Past Service Benefit and Future Service Benefit at the time of your death payable for thirty-six (36) months. This benefit may also be payable as a lump sum. If your benefit under "Prior to Eligibility for Retirement" is larger, then that benefit will be payable to your surviving spouse instead.

If you were married prior to death, your spouse will receive fifty percent (50%) of the Qualified Joint and Survivor Annuity payable assuming you retired with a Qualified Joint and Survivor Annuity on the day before your death. If you had at least 1,000 Hours of Service in a Plan Year, your spouse may alternatively receive this benefit as a lump sum. Your spouse may alternatively delay commencement of the death benefit. However, benefits must commence no later than December 31st of the year in which you would have turned age 72 ½ (age 70 ½ for members who would have turned age 70 ½ prior to December 31, 2019).

DEATH AFTER RETIREMENT

The Death Benefit depends on the option you have selected, either:

1. Lifetime benefits to a surviving spouse, or
2. The balance of your benefits under a th The Trustees asked BeneSys to send the amount owed by the employer to Fund Counsel so that they can send a demand notice. ree (3) year guaranteed pension.

VESTING

PRIOR TO JANUARY 1, 1996	After ten (10) full years of Past and Future Service, at least two (2) of which much be Future Service Credit, or at your Early or Normal Retirement Date or Service Pension eligibility date.
AFTER JANUARY 1, 1996	After five (5) full Vesting Years of Service or at your Early or Normal Retirement Date.

PAYMENT FORMS

AUTOMATIC	If you are married – fifty percent (50%) Qualified Joint and Survivor Annuity
	If you are not married – Life Annuity Guaranteed for three (3) years
OPTIONAL	Life Annuity Guaranteed for 3 years; or
	Seventy-five percent (75%) Qualified Joint and Survivor Annuity

PARTICIPATION

If you are working in a job classification covered by the terms of a collective bargaining agreement that requires contributions to this Plan on your behalf, you will become a Participant on the date you are credited with three hundred (300) Hours of Service in the Plan.

To find out if your Employer contributes to this Trust Fund, contact the Administrative Office. You may also inspect a list of contributing Employers by contacting the Administrative Office.

To participate in this Plan, you must be considered an Employee. For example, sole proprietors and partners are not eligible to participate in the Plan for any period during which they are sole proprietors or partners.

ACTIVE PARTICIPANT

Once you become a Participant, you will remain active as long as you have three hundred (300) Hours of Service each Plan Year. If you fail to have three hundred (300) Hours of Service, but the failure is due to a leave for United States military service, disability, parental leave, family leave under the Family Leave Act, involuntary unemployment, or other authorized leaves of absence (exceptions further explained hereafter– see pages 21-24), you will not earn credit but you will continue as a Participant in the Plan. Prior to January 1, 1996, you needed five hundred (500) Hours of Service in each Plan Year to remain an active Participant in the Plan.

TERMINATED PARTICIPANT

Your Participation in the Plan will cease at the end of the year in which you incur a Break in Service, unless you retire, have already earned a Vested Benefit, or are on one of the leaves of absence specified under Active Participant.

PENSIONER

You will become a Pensioner when you retire under any form of retirement.

SERVICE

Your eligibility for a pension benefit and the amount of your benefit are based on your service under the Plan. Each year, your service is measured using two methods. One method is used to determine if you have earned Pension Credit. The other method is used to determine if you have earned Vesting Credit.

PENSION CREDIT

Pension Credit is made up of Past Service Credit (before January 1, 1968) and Future Service Credit (after January 1, 1968). Your Employer may have a past service date which is later than January 1, 1968. In such case, your Past Service Credit would additionally include service after January 1, 1968. However, no Past Service Credit is provided for Employers who became obligated to contribute to the Fund on or after January 1, I973.

If you do not meet the requirements each year to earn Pension Credit (as explained below), you will incur a Break in Service. If you incur a Break in Service and are not vested, your Pension Credit and Vesting Credit will be lost unless you return and earn additional credits within a certain period of time.

PAST SERVICE CREDIT

To get Past Service Credit, you must have been regularly employed or available for work before January 1, 1968 (or, if after, your Employer's Past Service Date). You will be given a year of Past Service Credit if you worked in a classification in the geographic area to which the collective bargaining agreement was applicable, up to a maximum of fifteen (15) years of Past Service Credit.

FUTURE SERVICE CREDIT

For the period from January 1, 1968 (or, if later, your Employer's Past Service Date) through December 31, 1975, one (1) year of Future Service Credit was earned for each year in which you worked five hundred (500) Hours of Service in covered employment. For years between January 1, 1976 and December 31, 1995, your Future Service Credit is determined in accordance with the following table:

Hours of Service in Covered Employment	Future Service Credit
1,000 and over	1.00
500 - 999	0.50
Less than 500	0.00

For years beginning on or after January 1, 1996, Future Service Credit is determined as follows:

Hours of Service in Covered Employment	Future Service Credit
1,000 and over	1.00
300 - 999	0.50
Less than 300	0.00

Vesting Year of Service

Any Plan Year in which a Participant earns one thousand (1,000) hours in Covered Employment or one (1) Future Service Credit, or any Plan Year that is included for vesting purposes in accordance with section 5.04 of the Plan Document. Additionally, a Participant will earn a partial or fractional Year of Vesting Service in the same manner in which a Participant earns partial or fractional Future Service Credit as provided in section 5.03 of the Plan Document

A Vesting Year of Service also includes any Plan Year where a Participant was employed in work covered under a collective bargaining agreement with Unite-Here Local 30 and an Employer for whom no contributions were made to the Fund, provided that this employment was immediately before or immediately after work for an Employer who provides contributions under a collective bargaining agreement or an Employer contribution agreement.

If you die while performing qualified military service on or after January 1, 2007, your Vesting Year of Service shall include your period of qualified military service. Your survivors will be entitled to any additional benefits (other than benefits accruals relating to the period of qualified military service) provided under the Plan as if your participation had resumed and then terminated employment on account of death.

VESTING CREDIT

Vesting Credit is earned just like Pension Credit for both Past Service Credit and Future Service Credit except that certain hours which are not in covered employment are included with the hours in covered employment when determining Vesting Credit.

AMOUNT OF YOUR BENEFIT

Your monthly pension benefit is the sum of your Past Service Benefit and your Future Service Benefit.

PAST SERVICE BENEFIT

For each year of Past Service Credit, you receive a monthly Past Service Benefit of $1.00. Remember, Past Service is limited to fifteen (15) years.

FUTURE SERVICE BENEFIT

For retirements effective on or after January 1, 2008, the amount of a Normal Pension will be based on the sum of one dollar ($1.00) per month for each year of Recognized Service; and Your Future Service Benefit depends on the monthly pension amount for that year as follows:

PLAN YEAR	MONTHLY PENSION AMOUNT
1968 through 1982	$0.23 for each full 100 Hours of Service.
1983 through 2007	3.33% of all Employer contributions made on your behalf.
2008 through April 30, 2019	1.30% of all Employer contributions made on your behalf.
May 1, 2019 and forward	Amount dependent on Plan’s PPA Market Value Funded Percentage (“Funded Percentage”) (as certified in the Plan’s annual PPA Certification): • If the Funded Percentage is 100% or more: Amount will be 1.60% of all Employer contributions made on your behalf during the Plan Year. • If the Funded Percentage is at least 90% but less than 100%: Amount will be 1.30% of all Employer contributions made on your behalf during the Plan

	Year. • If the Funded Percentage is at least 80% but less than 90%: Amount will be 1.00% of all Employer contributions made on your behalf during the Plan Year. • If the Funded Percentage is less than 80%: Amount will be 0.50% of all Employer contributions made on your behalf during the Plan Year. • To the extent the Plan is subject to a Funding Improvement Plan or Rehabilitation Plan, the accrual rate shall be determined in accordance with such plan where applicable.

The chart below shows historical benefit increases that have been provided to non-retired Participants:

BENEFIT INCREASES FOR NON-RETIRED PARTICIPANTS			
EFFECTIVE DATE	**WORK REQUIREMENT**	**BENEFITS INCREASED**	**AMOUNT OF INCREASE**
January 1, 1988	At least 500 hours in 1987	Accrued at December 31, 1987	30%
January 1, 1989	At least 500 hours in 1987	Accrued at December 31, 1987	20%
January 1, 1991	At least 500 hours in 1990	Plan Years 1988, 1989 and 1990	50%
January 1, 1993	At least 500 hours in 1992	Plan Years 1991 and 1992	100%
January 1, 1994	At least 500 hours in 1993	Plan Years 1991 and 1992	20%
January 1, 1994	At least 500 hours in 1993	Plan Year 1993	140%
January 1, 1995	At least 500 hours in 1994	Plan Years 1991, 1992, 1993 and 1994	11%
January 1, 1996	At least 500 hours in 1995	Accrued at December 31, 1995	16%
January 1, 1997	At least 300 hours in 1996	Accrued January 1, 1968 - December 31, 1996	25%

WHEN YOUR BENEFITS MAY BEGIN

You may begin to receive unreduced benefits at your Normal Retirement Date or your Service Pension date, or you may receive reduced benefits payable at your Early Retirement Date.

NORMAL PENSION

You are eligible for a Normal Pension at your Normal Retirement Date. Your Normal Retirement Date is the later of age sixty-five (65), or the fifth (5^{th}) anniversary of your Participation in the Plan after January l, 1988 (excluding years in which a Break in Service occurred).

If you have followed the application procedures, benefits may commence the first day of the month on or after you have attained your Normal Retirement Date. There is no requirement that you actually retire at that age. Your normal retirement benefit will be the sum of your Past Service Benefit and your Future Service Benefit earned as of your Normal Retirement Date. If you are married when benefits begin, the amount will be reduced to supply benefits to your spouse after your death unless this benefit option is rejected by you and your spouse.

EARLY PENSION

You are eligible for an Early Pension at your Early Retirement Date. Your Early Retirement Date is the first day of **any** month on or after age fifty-five (55) if you have ten (10) years of Past and Future Service (at least one (1) of which must be Future Service Credit) without a Cancellation of Pension Credit, or, if an Employee has at least one (I) hour of Covered Employment on or after June 1, 1996, five (5) or more Vesting Years of Service. You must also terminate your employment and apply for an Early Pension. However, effective January 1, 2007, you do not have to terminate your employment if you are at least age sixty-two (62).

Your benefit will be based on the sum of your Past and Future Service Benefits earned as of your Early Retirement Date. However, since your benefit is expected to be paid for a longer period of time than if you waited until your Normal Retirement Date to start benefits, your benefit will be reduced by one-half (½) of one percent (1%) for each month that your Early Retirement Date precedes your Normal Retirement Date.

This amount will be further reduced if your benefit is paid under an option which provides continuing income to your spouse after your death.

DISABILITY PENSION

You are entitled to a Disability Pension if you provide evidence of a Social Security Disability Benefit and meet all of the following requirements:

1. Have been credited with at least five thousand (5,000) hours in the industry during any five (5) Plan Years in which Employer contributions were required to be made for the Employee (excluding Hours of Service canceled due to a Cancellation of

Pension Credit); and

2. Have accrued at least ten (10) years of Past and Future Service Credit before the date of disability, or have at least one (1) hour of Covered Employment on or after January l, 1996 and have accrued five (5) or more Vesting Years of Service;

3. Have been credited with a total of at least six hundred (600) Hours of Service in the two full Plan Years immediately prior to the onset of disability; and

4. Have applied for a Disability Pension.

An Employee shall be deemed disabled for the purposes of a Disability Pension only if the Employee is entitled to a Social Security Disability Benefit.

The amount of your Disability Pension is the amount of your Normal Pension determined as if you reached your Normal Retirement Date on the date of your disability. Your disability benefit shall be paid in the form of a Life Annuity. Disability pension payments will continue as long as you are entitled to a Social Security Disability Benefit, except that upon attainment of age sixty-five (65), your Disability Pension will cease, and you will be entitled to your Normal Pension. Disability pension payments shall commence as soon as administratively feasible following the determination of your disability. Disability pension payments will become payable as of the first day of the month following the date of your disability.

Your Disability Pension will also cease once your Social Security Disability Benefit ceases. You must notify the Trustees within 30 days of the date that you receive notice from the Social Security Administration if this occurs. The Trustees may, at any time, from time to time, require any Employee receiving a Disability Pension to submit evidence of continued entitlement to a Social Security Disability Benefit, notwithstanding the prior granting of a Disability Pension under the Plan.

SERVICE PENSION

You are entitled to a Service Pension if you meet all of the following requirements:

a) Accrued a total of at least thirty (30) years of Past and Future Service Credit, at least one (1) of which must be Future Service Credit; and

b) Have terminated your employment. However, effective January l, 2007, you do not have to terminate your employment if you are at least age sixty-two (62); and

c) Have filed an application for a Service Pension.

The amount of your Service Pension is the amount of the Normal Pension determined as if you retired on your Normal Retirement Date.

PRO RATA PENSION

You are entitled to a Pro Rata Pension if you meet all of the following requirements:

a) Would be eligible for a Normal or Early Pension if your combined pension credits were treated as all earned under this Plan; and

b) After accumulation of Future Service Credit under this Plan, you had at least two (2) years of Pension Credit under this Plan or under a related plan or combined from this Plan and a related plan; and

c) The pension benefit payable based upon Pension Credit earned under this Plan equals at least twenty percent (20%) of the pension benefit payable had all of the service been credited under this Plan; and

d) Have terminated your employment. However, effective January 1, 2007, you do not have to terminate your employment if you are at least age sixty-two (62); and

e) Have filed an application for a Pro Rata Pension.

The amount of your Pro Rata Pension is determined based upon the credits earned in this Plan reduced for any early retirement factors.

WHEN INCOME PAYMENTS BEGIN

Your monthly pension payments will begin the first day of the month after you meet the requirements for a Normal, Early, Service or Pro Rata Pension and the Board of Trustees receives your application. Payments will not begin until at least thirty (30) days after a written explanation of the Plan's payment options is given to you.

However, you may request payment to begin prior to the date the written explanation of the Plan's payment options is given to you provided you meet the requirements for a Normal, Early, Service or Pro Rata pension. If you choose this option, the date you select your payments to begin is called your Retroactive Annuity Starting Date. Under this option, you will receive a one-time payment equal to the monthly payments from your Retroactive Annuity Starting Date until your monthly payments commence. Your one-time payment will include interest at the one-year T-Bill rate in effect the December preceding each Plan Year.

You may also request your payments to begin at a later date.

REQUIRED BEGINNING DATE

You have the right to defer your retirement until after your Normal Retirement Date, however, when you must begin taking your benefits under the Plan depends on whether or not you are still working by age 72. Please note that payments deferred beyond your Normal Retirement Date are actuarially increased by 1% for each month of deferral.

Effective January 1, 2020, if you are no longer working, you must elect to commence benefits on April 1st of the calendar year following the calendar year in which you turn age 72 (provided that you are not a 5% owner of a contributing Employer). For example, if you attain age 72 in 2021 and you are no longer working, your retirement benefits must begin on April 1, 2022. If you work past age 72, you must elect to take your benefits by April 1st of the calendar year after you terminate employment.

If you reached age 70 ½ prior to December 31, 2019 and you are no longer working, then you must elect to commence benefits on April 1st of the calendar year following the calendar year in which you turn age 70 ½ (provided that you are not a 5% owner of a contributing Employer). For example, if you attained age 70½ in 2019 and are no longer working, your retirement benefits must begin on April 1, 2020. If you work past age 70 ½, you must elect to take your benefits by April 1st of the calendar year after you terminate employment.

DEATH BENEFITS FOR MARRIED PARTICIPANTS

This Plan provides benefits for your surviving spouse if certain conditions are met. Your spouse is eligible for different types of benefits depending on whether your death occurs before or after retirement.

DEATH BEFORE RETIREMENT

If you die before you retire, a death benefit will be payable as follows:

a) Before becoming eligible for an Early Pension or Normal Pension:

   If you were married upon death, your spouse may elect to receive the benefit provided to an unmarried Employee upon death or, if you were vested, your spouse may elect to receive 50% of the Qualified Joint and Survivor Annuity provided you worked at least one (1) hour of covered employment on or after January 1, 1976. If your spouse elects the 50% Qualified Joint and Survivor Annuity upon your death, your spouse's benefit is the benefit you would have received if you survived to your earliest retirement date, retired on such date with a 50% Qualified Joint and Survivor Annuity, then died the day after. Under this option, payments begin on the first day of the month following the date on which you would have reached your earliest retirement date under the Plan and your spouse would receive this benefit for life. Your spouse may alternatively delay commencement of the death benefit. However, benefits must commence no later than December 31st of the year in which you would have turned age 72 ½ (age 70 ½ for members who would have turned age 70 ½ prior to December 31, 2019).

b) After becoming eligible for an Early Pension or Normal Pension:

If you were married upon death, your spouse will receive 50% of the Qualified Joint and Survivor Annuity payable assuming you retired with a Qualified Joint and Survivor Annuity on the day before your death. Under this option, your spouse would receive this benefit for life. If you had at least one thousand (1,000) hours of service in a Plan year, your surviving spouse may elect to receive this benefit in an actuarially equivalent lump sum. Your spouse may alternatively delay commencement of the death benefit. However, benefits must commence no later than December 31st of the year in which you would have turned age 72 ½ (age 70½ for members who would have turned age 70 ½ prior to December 31, 2019).

DEATH AFTER PAYMENTS BEGIN

When you retire, you will be asked to select a payment option which may include continuing benefit payments to your spouse after your death. The amount and duration of any continuing benefit payments will depend on the payment option you selected at the time of retirement.

DEATH BENEFITS FOR UNMARRIED PARTICIPANTS

This Plan provides death benefits to the designated beneficiary of a deceased participant.

DEATH BEFORE RETIREMENT

If you die before you retire, a death benefit will be payable as follows:

a) Before becoming eligible for an Early Pension or Normal Pension:

If you were not married upon death, worked at least one thousand (1,000) hours of service in a Plan Year and did not incur a Cancellation of Pension Credit, your designated beneficiary receives a lump sum equal to seven cents ($0.07) multiplied by your hours of service between January 1, 1968 and December 31, 1982, plus the sum of contributions made in each subsequent Plan Year on your behalf, subject to a maximum of $5,000.00.

b) After becoming eligible for an Early Pension or Normal Pension:

If you were not married upon death, your designated beneficiary will receive a benefit equal to the sum of your Past Service Benefit and Future Service Benefit at the time of your death payable for thirty-six (36) months. This benefit may also be payable as a lump sum.

If the benefit in (a), is larger, your designated beneficiary will receive that benefit instead.

DEATH AFTER PAYMENTS BEGIN

If you die before receiving thirty-six (36) monthly payments, your Beneficiary will continue to receive monthly benefits until the number of payments to you and your Beneficiary combined total thirty-six (36).

APPLYING FOR BENEFITS

When you decide to retire, you must complete an application for benefits form and submit it with proof of your age to the Administrative Office. The form may be obtained from the Administrative Office. You should obtain this form and submit it to the Administrative Office at least sixty (60) days before you wish to retire. If the actuarial equivalent value of your benefit is more than $5,000.00, your benefit cannot begin until at least thirty (30) days after the application form is sent to you.

The Administrative Office will determine if you are eligible for a monthly pension based on the age and service requirements explained earlier in this booklet. If you select a payment option and are eligible for a benefit, the Administrative Office will send you a letter describing your benefits. If you request more information about your payment options, the Administrative Office will send you a written explanation of the amount of monthly income payable to you under each of the forms. You should then be able to select the payment option which best suits your personal circumstances. You may make or change your selection within the one hundred eighty (180) days before your retirement benefits commence. Your payment option governs the payment of all future benefits. You cannot change your payment option after your retirement date.

If you elect a payment option which provides continuing income to your surviving spouse, you must submit proof of your spouse's age and proof of your marriage.

HOW YOUR BENEFITS MAY BE PAID

When you retire, you must choose a payment option. If you are married and do not choose another option, your benefit will be paid as a fifty percent (50%) Qualified Joint and Survivor Annuity. If you are not married, your benefit will be paid as a Life Annuity with a three (3) year guarantee.

If you are married, you must have your spouse's written, notarized acknowledgment and consent to elect an option other than a fifty percent (50%) or seventy-five percent (75%) Qualified Joint and Survivor Annuity. You may **not** change your option election without your spouse's written, notarized consent. Additionally, you **cannot** change your payment option after your retirement date.

Note Regarding Spousal Consent: The spousal consent requirement may be waived if the Plan Administrator determines that you have no spouse, that your spouse cannot be located, or that you are legally separated or abandoned and have a court order to that effect. If your spouse is legally incompetent to give consent, consent may be given by the spouse's legal representative.

LIFE ANNUITY

Under this option, the monthly amount of your pension benefit is paid to you for your lifetime and is guaranteed to be paid for thirty-six (36) months to your beneficiary if you should pass away within this timeframe.

50% QUALIFIED JOINT AND SURVIVOR ANNUITY

If you choose the Qualified Joint and Survivor Annuity, the monthly amount of your pension benefit is reduced. You will receive pension income for your lifetime. In the event of your death, your surviving spouse will receive fifty percent (50%) of your monthly income for life. For retirements effective on or after January 1, 2000, in the event of your spouse dies before you, your pension benefit will increase to a Life Annuity for your lifetime.

75% QUALIFIED JOINT AND SURVIVOR ANNUITY

If you choose the Qualified Joint and Survivor Annuity, the monthly amount of your pension benefit is reduced. You will receive pension income for your lifetime. In the event of your death, your surviving spouse will receive seventy-five percent (75%) of your monthly income for life. For retirements effective on or after January 1, 2000, in the event your spouse dies before you, your pension benefit will increase to a Life Annuity for your lifetime.

SMALL BENEFIT LUMP SUM CASH-OUT UNDER $5,000

If your monthly benefit amount is small, then the Board of Trustees may pay you in a lump sum cash-out amount instead of setting up monthly benefit payments. The lump sum value of your pension will be the same as the combined value of your monthly payments taking into consideration how long you are expected to live.

Your benefit will be paid as a lump sum cash-out if the actuarial equivalent value of your benefit is $5,000.00 or less. You may ask the Administrative Office to pay all or part of a lump sum cash-out directly to an individual retirement account, annuity plan, or other qualified Employer plan. This is called a direct rollover. Unless a direct rollover is made, the Plan must withhold 20% of the payment for federal income taxes. The direct rollover and twenty percent (20%) withholding rules do not apply to payments which are required by federal law when you are age 72 (or age 70 ½ for members who turned age 70 ½ prior to December 31, 2019). These rules will not apply to payments of less than $200.

YOUR BENEFITS UPON TERMINATION

A participant's participation in this Plan ends at the earliest of:

1. The death of the participant;

2. The date that a non-vested participant incurs a Break in Service; and

3. The date when the vested participant no longer has any accrued benefit of Vesting Service.

If your participation in the Plan terminates and you are vested, then you will receive a vested termination benefit. This means you have a nonforfeitable right to the benefit you have earned. You will be vested when you have five (5) or more Vesting Years of Service in the Plan on and after January 1, 1996. You also become vested when you become eligible for a Normal Pension. You may begin receiving your benefits at your Normal Retirement Date, your Early Retirement Date, or your Service Pension date if you meet the eligibility requirements.

TERMINATION BEFORE VESTING

BREAK IN SERVICE – LOSS OF BENEFITS AND CREDITS

If you are not vested, your participation will end, and you will lose your accrued benefits and Pension Credit at the end of any Plan Year in which you did not earn at least five hundred (500) Hours of Service in Plan Years before 1996, or three hundred (300) Hours of Service in Plan Years beginning in 1996 and after. Hours of Service for this purpose include:

a) Covered hours of employment for which an Employer is required to contribute to the Trust Fund for your work, and

b) Hours of employment in a job classification not covered by the collective bargaining agreement or a special agreement, provided you are continuously employed by the same Employer.

REINSTATEMENT OF BENEFITS AND CREDITS

If you return and work at least three hundred (300) hours in any Plan Year beginning in 1996 or after before you have a "Cancellation of Pension Credit" described below, then you will be reinstated as a participant with Pension Credits for the Plan Years in which you worked at least three hundred (300) hours. Any accrued benefits you earned since your last Cancellation of Pension Credit will also be credited.

CANCELLATION OF PENSION CREDIT

You will permanently lose your credits and accrued benefits if you incur a Cancellation of Pension Credit before becoming vested. You will incur a Cancellation of Pension Credit if the number of consecutive Breaks in Service you have exceeds the greatest of five (5) or your total previous years of Past and Future Service Credit. Once you have a Cancellation of Pension Credit, your prior credits and accrued benefits cannot be reinstated, even if you later return to Covered Employment.

EXCEPTIONS TO BREAK IN SERVICE AND CANCELLATION OF PENSION CREDIT

Even if you do not earn five hundred (500) Hours of Service in Plan Years prior to 1996 or three hundred (300) hours in Plan Years beginning in 1996 and thereafter, you will not incur a Break in Service if you are absent from work for one of the following reasons:

1. Disability Exception. You will not incur a Break in Service because you did not earn 500 Hours of Service in any one Plan Year because of an absence due to disability. You will be considered on a disability absence if during the period of absence you were (a) determined by your Employer to be disabled for purposes of employment or (b) you were receiving disability benefits from (i) your Employer's disability plan, (ii) the Social Security Administration, or (iii) a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation or disability insurance laws.

2. Uniformed Services Exception. Under the Uniformed Services Employment and Reemployment Rights Act ("USERRA"), you may receive credit when you serve in any of the uniformed services of the United States and then return to work. Generally, if you are in the service for five (5) years or less and return to work in the required time, you will not incur a Break in Service and you will earn Pension Credit and Vesting Service for the time you were in the military.

   To be eligible for earn Pension Credit and Vesting Service, you must 1) give written notice to the Trustees of your availability for Covered Employment and must furnish such information and proof concerning such service as the Trustees may requires in their sole discretion; and 2) report back to work or apply for reemployment within 90 days after you complete your active duty, or within 90 days after recovery from a disability continuing after your release from active duty, or as otherwise required by law.

   Upon your return to work from military service, you will generally be credited with the number of Pension Credits and Vesting Service that you would have earned during your period of service if you had continued working rather than service in the uniformed services of the United States. If you have any questions regarding this exception, you should contact the Fund Office.

3. Periods of Unemployment if Available for Work Exception. If you are unable to earn Future Service credit due to involuntary unemployment during a period when you were available for work, you may be eligible for a grace period of up to twelve (12) months as determined in the Trustees' sole discretion. You must give written notice to and evidence required by the Trustees for consideration of this exception.

4. Maternity, Paternity or FMLA Leave Exception. During a leave of up to twelve (12) weeks granted by your Employer for maternity or paternity leave, or leave under the Family and Medical Leave Act ("FMLA") (as further described below), your absence will not count toward a Break in Service. You must return to work on or before the expiration date of the leave of absence. During your leave, you will be credited with

the Future Service credit that you would normally have earned. If your hours cannot be determined, you will be credited with eight (8) Hours of Service per day of your absence. The Hours of Service will be credited in the Plan Year in which your leave begins so as to prevent a Break in Service, or it will be provided in the following Plan Year, up to a maximum of 501 Hours of Service. In order to qualify under this exception, you must provide written notice to the Trustees and present such evidence that the Trustees may require. If you have questions, please contact the Fund Office.

5. Noble House Kona Kai Exception. If you were an Employee of the Noble House Kona Kai at any time during 2005 you may be eligible for an exception if you experienced a Break in Service between January 1, 2005 and December 31, 2012. Please contact the Fund Office for further details.

6. Hilton San Diego Bayfront Hotel Employee Exception. If you are an Employee of the Hilton San Diego Bayfront Hotel, then you may be eligible for an exception if you were employed on or after January 1, 2017 at the hotel and experienced a Break in Service prior to that date. Please contact the Fund Office for further details.

7. Other Authorized Leaves of Absence Exception. You may be able to obtain an exception based on an authorized leave of absence which does not exceed twelve (12) months if you: 1) send a written request to the Trustees outlining the circumstances of your request and the amount of time requested; 2) submit your written request to the Trustees for your leave of absence within thirty (30) days from the date your start your leave of absence; and 3) provide any supporting documents that the Trustees may request from you.

   The Trustees, in their sole discretion and in a non-discriminatory manner, will determine whether the granting of your request is consistent with the purpose of this Plan.

TERMINATION AFTER VESTING

Once you have achieved vested status, you cannot lose your Pension Credit or accrued benefits. If you stop working in Covered Employment and you are vested, you will receive a vested termination benefit.

FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA)

A federal law regarding family and medical leave may apply to you if you work for an Employer with fifty (50) or more Employees within a seventy-five (75) mile radius. To be eligible, you must have worked for your current Employer for at least twelve (12) months and for at least 1,250 hours in the twelve (12) months before your leave. If you meet these requirements, and if your Employer has enough Employees to be covered under the FMLA, the law requires your Employer to grant your request for up to twelve (12) weeks of unpaid leave during a 12-month period due to:

1. The birth of a child, or placement for adoption or foster care;

2. The serious health condition of a child, spouse or parent; or

3. Your own serious health condition.

If your Employer is covered under the FMLA and if you qualify, FMLA leave will be treated as continued service for vesting and eligibility under the Plan.

IF YOU ARE RE-EMPLOYED

AFTER VESTED TERMINATION

If you are re-employed by a contributing Employer to this Plan and you were vested when you terminated, all benefits earned after you are re-employed will be added to those you earned before your termination.

AFTER NON-VESTED TERMINATION

If you were not vested when you incurred a Break in Service and you incur a Cancellation of Pension Credit prior to becoming re-employed by a contributing Employer, you will be considered a new Employee.

AFTER RETIREMENT – BETWEEN EARLY RETIREMENT AGE AND NORMAL RETIREMENT AGE

After you retire, any additional benefits you earn before you reach your Normal Retirement Age will be paid to you upon your subsequent retirement and termination of employment.

AFTER RETIREMENT – AFTER NORMAL RETIREMENT AGE

If you return to work for a contributing Employer and you are beyond your Normal Retirement Age, then any new benefits you earn will be reduced (but not below zero) by the actuarial equivalent of actual pension benefits paid to you. You may voluntarily suspend your pension benefits after your Normal Retirement Age, in which case there will be no actuarial reduction for any Future Service Benefits earned.

OVERPAYMENT AND UNDERPAYMENT OF BENEFITS

RECOUPMENT OF OVERPAYMENTS

If the Pension Fund discovers that you, your beneficiary, an Alternate Payee or any other person has erroneously received an overpayment of pension benefits to which you or another person was not entitled in accordance with the provisions of this Plan, the Trustees in their discretion shall take action to recover the overpayments using any permissible legal means. The Trustees will seek recoupment of the overpayment in one lump sum payment with interest. Interest shall be based on the one-year T-Bill rate, as of the December prior to each Plan Year up to the date of determination of recoupment. Interest shall be applied from the date of the overpayment to the date of repayment.

UNDERPAYMENT

In the event that the Trustees determine that your or your beneficiaries' payment of benefits has resulted in an underpayment, future payments shall be increased to the correct periodic amount while the amount of past underpayments shall be paid in a lump sum with appropriate interest to the extent required by law. For purposes of interest to be added to the remedial payment under this Subsection, the rate of interest shall be the one-year T-Bill rate in effect the December prior to each Plan Year up to the date of determination of the underpayment. Interest shall be applied from the annuity starting date to the date of payment.

PLAN INFORMATION

Official Plan Name

The official name of this Plan is the "San Diego UNITE-HERE Pension Plan".

Type of Plan

The Plan is a defined benefit plan, which means that it pays a specific benefit based on your service and your Employer's required contributions.

Identification Numbers

The Trustees' Employer Identification Number (EIN) is 95 6254718. This Plan's number is 001.

Plan Year

The Plan Year for this Plan is the 12-month period beginning January 1st and ending December 31st. All records are kept on that basis. The original effective date of the plan was January 1, 1968. Since then, the Plan has been amended numerous times.

Plan Sponsor

This Plan is maintained and administered by a joint labor management Board of Trustees.

Management Trustees	Union Trustees

Plan Administrator

The Plan Administrator is the Board of Trustees. The Board is assisted by BeneSys Administrators, an administration organization that works under contract with the Board of Trustees. The Administrative Office is located at:

San Diego Unite-Here Pension Plan
BeneSys Administrators
3737 Camino Del Rio South, Suite 300
San Diego, California 92l08
T: (619) 849-1051
F: (619) 632-5682
E: Staff@unitehere30benefits.org

Legal Process

The agent for service of legal process is:

Steven Crummy
BeneSys Administrators
3737 Camino Del Rio South, Suite 300
San Diego, California 92l08

Service of legal process can also be made upon any Trustee.

Plan Documents

This booklet, called a "Summary Plan Description", describes the major provisions of the Plan. It does not replace the official documents which legally govern the Plan's operations. The Plan document, restated as of 2015 (including subsequent amendments), is included in the second half of this booklet. Copies of the Plan document and any other materials pertaining to the Plan are available for review. If you wish to see any of these documents, please contact the Administrative Office.

You will receive notice of any changes in the benefits provided by the Plan described in this booklet. You should contact the Administrative Office before doing anything that affects your Plan status.

Collective Bargaining Agreements

This Plan is maintained under several Collective Bargaining Agreements between contributing Employers and the Union. These collective Bargaining Agreements can be examined at the Administrative Office or the Union offices. A participant or beneficiary may obtain a copy of any Collective Bargaining Agreement by writing to the Administrative Office or the Union. The Plan Administrator may charge you a reasonable fee for a copy of the Collective Bargaining Agreement.

Contributing Employers and Labor Organizations

A complete list of Employers and labor organizations sponsoring this Plan may be obtained from the Administrative Office or may be examined at the Administrative Office. The Administrative Office will also upon written request by a Participant or Beneficiary, advise whether or not a particular Employer or labor organization is a Plan sponsor and, if so, will provide the address of the Employer or labor organization.

Assignment of Benefit/Qualified Domestic Relations Order (QDRO)

Federal law protects your pension benefits from assignment and transfer to others. This protection does not apply to Qualified Domestic Relations Orders (for example, divorce decrees and property settlements). Participants and beneficiaries can obtain a free copy of the Plan's QDRO procedures from the Administrative Office.

Funding

All contributions to the Plan are made by Employers in accordance with Collective Bargaining Agreements or other written agreements. Benefits are provided directly from the Fund's assets which are accumulated under the provisions of the Trust Agreement.

Future of the Plan

This Plan is intended to be permanent. However, the Trustees reserve the right to change the terms of the Plan at any time. Continuation of the Plan is subject to the terms of the Collective Bargaining Agreements.

Benefits Insured by the PBGC

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated Employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC guaranteed benefit limit) when due.

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 $11.00 of the monthly benefit accrual rate and (2) 75% of the next $33.00. The PBGC's maximum guarantee limit is $35.75 per month times a Participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.00.

The PBGC guarantee generally covers: (1) Normal and Early Retirement Benefits; (2) Disability Benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than five (5) years at the earlier of: (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC Technical Assistance Division, 1200 K Street, NW, Suite 930, Washington DC 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC website on the Internet at http://www.pbgc.gov.

CLAIMS AND APPEALS PROCEDURES

No Employee, Retired Employee, or other Beneficiary or claimant shall have any right or claim to Benefits under the Plan, other than as specified herein. Any dispute as to eligibility, type, amount or duration of Benefits shall be resolved by the Trustees under and pursuant to the Plan, and the Trustees' decision shall be final and binding upon all parties.

Any person whose application for Benefits under the Plan has been denied in whole or in part by the Trustees, or whose claim to Benefits is otherwise denied by the Trustees, shall receive a notice of denial by the Trustees which contains the following, written in a manner calculated to be understood by the claimant:

1. The specific reason or reasons for the denial;

2. Specific reference to pertinent Plan provisions on which the denial is based;

3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

4. Appropriate information as to the steps to be taken if the claimant wishes to submit the claim for review.

The notice of denial shall be given within ninety (90) days after the claim is filed. If an extension is required, written notice shall be provided to the claimant within ninety (90) days after the claim is filed, stating the special circumstances requiring an extension of time and the date by which a decision on the claim can be expected. If such notice of denial is not given within the time required, the claimant may proceed to the review stage described below as though the claim has been denied.

REVIEW PROCEDURE

1. Application for Review. The claimant, or claimant's duly authorized representative may request a review of the claim denial by filing a written application for such review within sixty (60) days after receipt of the written notification of the denial. The application for review shall state in clear and concise terms the reason(s) for disagreement with the claim denial decision. The Trustees may consider a late application if they conclude the delay in filing was for reasonable cause.

2. Review Procedure. When any such application is received, the claim and its denial shall receive a full and fair review by the Trustees or any subcommittee to which it delegates this function. As part of the review procedure, the claimant, or the claimant's duly authorized representative, may review pertinent documents and submit issues and comments in writing, but shall have no right to appear personally before the reviewing group unless that group concludes that such an appearance would be of value in enabling it to perform its obligations hereunder.

NOTICE OF DECISION ON REVIEW

1. Contents of Notice. The notice of decision on the appeal of a claim denial shall be furnished to the claimant in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based. The decision shall be furnished to the claimant as promptly as possible after a decision is reached within the time period described below, and if not so furnished, the claimant may consider it to have been denied.

2. Time of Notice. If the decision on review is to be made by the Trustees or a subcommittee of Trustees which is holding regularly scheduled meetings at least quarterly, the decisions shall be made no later than the date of the first such meeting which occurs at least thirty (30) days following receipt of the request for review. However, if special circumstances require an extension of time for processing, the decision shall be rendered not later than the third meeting following receipt of the request.

   Whenever special circumstances require an extension of time for processing, written notice of the extension shall be furnished to the claimant before the extension period begins.

   The decision of the Trustees is final and binding on all parties.

MANDATORY ARBITRATION AND CLASS ACTION WAIVER

If an Employee, retiree, spouse, alternate payee or beneficiary is dissatisfied with the written decision of the Trustees, he or she shall have the right to pursue the matter through binding arbitration in accordance with the labor arbitration rules of the American Arbitration Association. Arbitration is the exclusive remedy for all claims, disputes, or breaches arising out of or in any way relating to the Plan or Plan documents and shall be settled by binding arbitration. Such claims, disputes, or breaches include, but are not limited to, individual benefit claims and fiduciary-breach claims.

If arbitration is pursued, the Trustees shall submit to the arbitrator a copy of the record upon which the Trustees' decision was made. Each party will be equally responsible for the costs of arbitration. Each party will bear their own attorney's fees incurred in such arbitration. The arbitrator shall be an individual who has a meaningful background and sufficient familiarly with ERISA and related laws. The decision of the arbitrator shall be final and binding upon all parties whose interests are affected thereby.

The Plan also specifically prohibits class arbitration and class action lawsuits regarding all claims, disputes, or breaches arising out of or in any way relating to the Plan or Plan documents.

WHEN YOUR BENEFITS MAY BE DENIED OR REDUCED

Under certain circumstances, your claim or your surviving spouse or Beneficiary's claim for benefits may be denied or partially denied. Generally, denial or loss of some or all of your benefits can occur if:

1. You terminate Participation in the Plan before you have a vested interest in your benefit;

2. Your application for benefits is untimely;

3. The assets of the Plan are inadequate to fund benefits;

4. Limitations and taxes imposed by the Internal Revenue Code apply to your benefits;

5. Your benefits are subject to a Qualified Domestic Relations Order; and/or

6. Benefits are recaptured by the Pension Benefit Guaranty Corporation if the Plan is terminated.

YOUR RIGHTS UNDER ERISA

As a Participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), which provides that all Plan Participants are entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 series) and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report. Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65) and, if so, what your benefits would be at Normal Retirement Age if you stop working under this Plan now. If you do not have a right to a pension, the statement will tell you how many years you have to work to earn a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

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

ENFORCE YOUR RIGHTS

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if your request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the material, and pay you up to $110 a day, unless the materials were not sent because of reasons beyond the control of the Plan Administrator, If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay the court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees. This order could occur, for example, if it finds your claim is frivolous.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.