

**SUMMARY PLAN DESCRIPTION
OF THE
SOUTHERN CALIFORNIA BRICKLAYERS
PENSION FUND**

January 1, 2018

BOARD OF TRUSTEES

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TABLE OF CONTENTS

GENERAL INFORMATION	4
BASIC GOALS	4
HOW DO I PARTICIPATE IN THE PLAN?	4
HOW MUCH IS CONTRIBUTED FOR ME?	4
WHO PAYS THE CONTRIBUTION INTO THE PLAN?	4
WHEN AND HOW DOES THE EMPLOYER PAY?	4
WHERE DOES THE MONEY GO?	4
HOW IS MY ACCOUNT ADMINISTERED?	5
IS MY ACCOUNT AUDITED?	5
Individual Accounts	5
WHEN DOES MY PENSION VEST?	6
WHAT HAPPENS IF I HAVE A BREAK IN SERVICE?	6
WHEN AM I ELIGIBLE FOR BENEFITS?	6
IS THERE A CERTAIN AGE WHEN MY BENEFITS MUST BEGIN?	7
HOW IS THE MONEY DISTRIBUTED?	7
Retirement, Termination of Participation or Disability (Married Participants)	7
Retirement, Termination of Participation or Disability (Unmarried Participants)	7
Optional Forms of Payment	8
Death Benefits	8
DESIGNATION OF BENEFICIARY	9
PENSION RECIPROCITY	9
DOMESTIC RELATIONS ORDERS/DIVORCE DECREES	10
QUALIFIED MILITARY SERVICE	10
HOW TO APPLY FOR BENEFITS	11
WHEN TO APPLY FOR BENEFITS	12
HOW TO APPEAL A DECISION ON YOUR BENEFITS	12
BENEFIT EFFECTIVE DATES	14
SOME FREQUENTLY ASKED QUESTIONS	14
Who are the Trustees of the Plan?	14
Who is covered by the Plan?	15
Can my Beneficiary or I appeal if benefits are denied?	15
Are Plan documents available to me?	15
Must I retire when I reach age 62?	15
May my pension benefits be assigned?	15
Does the pension provided under this Plan affect Social Security benefits?	15
What happens if I fail to apply for my Individual Account?	15
What will happen if I apply for my Individual Account, but the Plan cannot locate me at the time of payment?	16
Can a forfeiture be reversed?	16
Do I have to pay tax on the money in my account(s)?	16
CHECKLIST: THINGS FOR YOU TO DO	17
* Let us know where you are	17
* If you are contemplating retirement	17
* Keep records	17
* Designate a Beneficiary	17
* Any questions? Ask the Administrative Office	17
ERISA REQUIRED INFORMATION	18

A Message from the Board of Trustees

TO ALL COVERED EMPLOYEES:

We are pleased to provide you with this booklet explaining the benefits provided by the Southern California Bricklayers Pension Fund (the “Plan”) as of January 2018. The Southern California Bricklayers Pension Fund continues to provide you with defined contribution benefits which previously had been provided to you under the Brick & Tile Pension Trust of the Inland Empire and the Bricklayers Local Union No. 4 of California Money Purchase Pension Plan. These two plans merged on May 1, 2008.

The Plan will be discussed in some detail in the following pages. In addition, you may have earned an entitlement to separate benefits under the Brick Masons Pension Trust if you worked in Los Angeles or Orange Counties. The Brick Masons Pension Plan is discussed in a separate booklet. However, when reading this booklet, you should keep in mind that there are two different types of plans involved.

The front portion of this booklet is the Summary Plan Description (SPD) of the Plan. You will want to read these rules and their explanation carefully. As many of the sections are interrelated, you should read the entire booklet in order to fully understand your benefits. It is important to remember when reading this SPD, that if the facts and circumstances of a particular situation occurred prior to January 1, 2018, the provisions of the Plan in effect at the relevant date must be applied. Those provisions may be different from the Plan presently in effect and contained in this SPD.

Please keep in mind that for your protection, only the Board of Trustees is authorized to interpret the Plan. In the event any question arises, your rights will be determined by the Rules and Regulations and not the SPD portion of this booklet. Information you may receive from the Union, individual Employers or their representatives should be regarded as well-meant, but not official. Any information or opinion concerning your rights under the Plan, to be official, must be communicated to you, in writing, signed on behalf of the Board of Trustees. **Be sure the Administrative Office has your correct current mailing address to ensure you will receive all our communications.**

If you have any questions about the Plan or how any rule affects you or your Beneficiaries, call or write to the Administrative Office. They will be happy to help you with any questions.

We hope that you will find this SPD helpful and that the Plan will provide meaningful protection for you and your family during your retirement years.

Sincerely,

BOARD OF TRUSTEES

GENERAL INFORMATION

BASIC GOALS

To encourage the habit of saving.

To supplement your retirement savings.

To provide an opportunity for long-term growth of each participant's account.

HOW DO I PARTICIPATE IN THE PLAN?

You will become a participant on the date you complete one Hour of Service in Covered Employment. Active participation in this Plan ends when you retire, die, if you become totally disabled or, if during a consecutive 24 month period, you have no Hours of Service.

HOW MUCH IS CONTRIBUTED FOR ME?

The hourly pension contribution rate for a given period is determined by a Collective Bargaining Agreement between the Executive Council of the Mason Contractors' Exchange of Southern California, Inc., and the Bricklayers and Allied Craftsmen Local Number 4 of California.

WHO PAYS THE CONTRIBUTION INTO THE PLAN?

Your employer does, provided your employer is a signatory Employer to the Collective Bargaining Agreement with your Union. Subject to the approval of the Board of Trustees, you may "roll over" a lump sum payment, from a related pension, profit sharing or similar type of retirement plan at a former job into this Plan. The amount you roll over must be the entire amount of the retirement plan lump sum payment or installment. You may not roll over any amount from an individual retirement account (IRA), even if it is one you opened to receive a previous plan distribution.

WHEN AND HOW DOES THE EMPLOYER PAY?

Each month the Employer submits a report of hours worked by Employees during the prior month and remits the contributions for that work.

WHERE DOES THE MONEY GO?

The Trustees employ a group of professional investment managers as a fiduciary of the Plan. The assets of the Plan will be invested with the primary objective of preserving the contributions made on your behalf. Consistent with preservation of principal, the Plan will seek a prudent rate of return while minimizing exposure to losses or wide swings in market value. It is emphasized,

however, that there is no guarantee of investment return or principal when investing in securities. As of any valuation date, the value of a Participant's account(s) will reflect any changes in the total value of all of the securities held by the Plan.

HOW IS MY ACCOUNT ADMINISTERED?

Each month the hourly contributions made on your behalf by your Employer are credited to your Participant Account. Each quarter you will receive a pension report valuation showing the amount of money contributed to your Participant Account. A separate Participant Rollover Account will be established if you make a rollover contribution to this Plan. This Participant Rollover Account will be valued and administered in the same manner as your Participant Account.

IS MY ACCOUNT AUDITED?

Yes; the books and accounts are audited by an independent accounting firm each year. Interest and any earnings or losses will be credited to your individual account(s) when the assets of the Plan are valued (i.e., July 31, October 31, January 31, and April 30 Valuation Dates of each Plan Year). Individual Accounts can be summarized as follows:

Individual Accounts

Individual Accounts. An Individual Account will be set up for you when you become a Participant. All of the contributions made on your behalf by contributing Employers will be recorded in your Individual Account.

Valuation of Individual Accounts. On each Valuation Date, your Individual Account will be valued according to the following formula:

1. The amount in your Individual Account on the last Valuation Date, plus
2. The contributions owed on your behalf for work in Covered Employment since the last Valuation Date, if any, plus
3. Contributions owed for Qualified Military Service, if any, plus
4. A proportionate share of the net investment earnings or losses of the Plan. (The expense of investing funds, e.g., charges of investing the monies and that of a third party service for monitoring the investments shall be charged on a proportionate basis based on the size of the Participant Account as compared to the total assets invested by the Trust Fund. All other expenses, such as the cost of the administrator, the auditor, the plan consultant and the legal counsel shall be charged to the Participant's Account on a per capita basis).

If the market value of the Plan's total investments is lower than the total amount in all of the Individual Accounts, the value of each Individual Account will be reduced in proportion to the reduced market value of the Plan's investments.

You will receive a statement once per year after the April 30th valuation date showing the balance in your Individual Account. If your participation in the Plan terminates, you must apply to receive your benefits.

Effective January 31, 2017, if the Board of Trustees does not receive your application within four years of the date your participation terminates or you submit your application, but at the time that payment has to be made to you the Board of Trustees cannot locate you, the balance of your account will be forfeited and used to pay for administrative costs. It is your responsibility to keep the Board of Trustees apprised of your current mailing address. If your individual account has been forfeited, but you or your beneficiary thereafter submit a written application, such forfeiture will be reversed and an amount equal to the balance in your account at the time of forfeiture minus a reasonable administrative fee will be paid to you or your beneficiary.

WHEN DOES MY PENSION VEST?

You are immediately 100% vested in your Participant Account and your Participant Rollover Account, if applicable. There is no length of service required for vesting. You are eligible for contributions the first hour you are employed in the area covered by the Bricklayers Trust Funds while working for a signatory Employer contractor and you are 100% vested in those contributions.

WHAT HAPPENS IF I HAVE A BREAK IN SERVICE?

You will incur a Break in Service in any Plan Year if you do not earn at least one Hour of Service during two Plan Years. If a Break in Service occurs, your active participation in the Plan will be terminated. Contributions (including rollovers) made into your account(s) may not be withdrawn until you reach normal retirement age, become disabled, have not had contributions made on your behalf for twenty-four (24) consecutive months or die. If you return to covered employment after a Break in Service, your active participation in the Plan will resume on your reemployment date.

WHEN AM I ELIGIBLE FOR BENEFITS?

You will be eligible to receive benefits only as a result of one of the following reasons:

1. Retirement on or after age 62.
2. Total disability, as established by receipt of Social Security Disability benefits.
3. Death (the benefit will be paid to your beneficiary).
4. Termination of participation after a two year Break in Service and application for benefits.

If the total amount credited to your account(s) exceeds \$ 1,000, your benefits will not be paid to you before you reach age 62 unless you consent, in writing, to an earlier distribution.

A distribution can be made to an Alternate Payee pursuant to the terms of a Qualified Domestic Relations Order (QDRO).

These conditions are also applicable to any Participant Rollover Account you may have established with this Plan.

IS THERE A CERTAIN AGE WHEN MY BENEFITS MUST BEGIN?

In accordance with federal law, your benefit payments must start no later than April 1 of the calendar year following the year in which you reach age 70½. If payments do not start by that date, you may be subject to a 50% excise tax on the amount you should have received.

HOW IS THE MONEY DISTRIBUTED?

The Plan provides several methods of payment of your account(s). The form in which your benefits will be paid depends on how you become eligible for benefits, your marital status and, in some circumstances, how you choose to receive it.

Retirement, Termination of Participation or Disability (Married Participants)

If your account(s) become payable as a result of retirement, termination of participation or disability and you are married on the date your benefit payments are to commence, your benefit will automatically be paid in the form of a joint and 50% survivor annuity with your spouse named as contingent annuitant. This means that the money in your account(s) will be used to purchase an annuity from a life insurance company which will pay a fixed monthly benefit to you for your lifetime, and upon your death, 50% of such monthly amount will be paid to your spouse until his or her death. An optional joint and survivor benefit based on a 75% residual payment may also be available from a life insurance company.

If you and your spouse do not want this form of payment, you may reject it and elect one of the optional forms of payment as outlined below. **Your rejection must be in writing and contain the notarized signatures of you and your spouse.**

Retirement, Termination of Participation or Disability (Unmarried Participants)

If your account(s) become payable as a result of retirement, termination of participation or disability and you are not married on the date your benefit payments are to commence, your benefit will automatically be paid in the form of a life annuity. This means that the money in your account(s) will be used to purchase an annuity from a life insurance company that will pay a fixed monthly benefit for the rest of your life with all payments ending on your death. If you do not want a life annuity, you may elect to receive your benefits in one of the optional forms described below.

Optional Forms of Payment

If you are married and have rejected the joint and survivor annuity options or you are single, you may elect to receive your benefits in any of the following forms:

1. A lump-sum payment; or
2. An annuity contract which provides monthly payments for life.

If your account balance is \$1,000 or less, your benefits will automatically be paid in a lump-sum payment.

NOTE: Depending upon your age or the difference in age between you and your designated Beneficiary, there may be some restrictions on the form or length of annuity or guarantee payments. Also, beginning January 1, 1993, if you receive payment in a lump sum or installment payments for a period of less than 10 years, the Plan is required by law to withhold 20% of your distribution for income taxes unless you roll over your distribution into another qualified plan or an individual retirement account (IRA).

Death Benefits

In general, amounts credited to your account(s) which remain unpaid at the time of your death, will be distributed to your Beneficiary. If you die before benefit payments under the Plan begin, your Beneficiary will have the right to select to receive your account(s) in any of the optional forms of payment described above. However, if your Beneficiary does not elect a form of payment, your account(s) will be paid to your Beneficiary in the form of a lump sum payment.

If you are married for at least one year and you die before benefit payments to you have begun, the amounts in your account(s) will be paid in the form of a qualified pre-retirement survivor annuity ("QPSA") for your spouse, unless it has been previously waived. A QPSA is an annuity paid to your spouse for his or her life, which is purchased from a life insurance company with your account balance under the Plan. If you do not want any of your death benefits paid in the form of a QPSA to your spouse, you must waive that form of benefit. If you waive the QPSA prior to age 35, your waiver will become invalid as of the first day of the Plan Year in which you turn age 35. You may then make another waiver at any time on or after the first day of the Plan Year in which you attain age 35. If your participation has terminated before then, you may waive the QPSA at any time following termination of participation. The waiver will not be effective unless (i) your spouse consents in writing to the waiver, (ii) the waiver designates another beneficiary which may not be changed without your spouse's consent, other than by revocation (unless your spouse's consent expressly permits designations by you without further consent by your spouse), (iii) your spouse's consent acknowledges the effect of the waiver, and (iv) the spousal consent is witnessed by a Plan representative or a notary public.

If you die after benefit payments to you have begun, payments may continue to your Beneficiary in accordance with the form of payment that was in effect before you died. For example, if you were already receiving installment distributions at the time of your death, the remaining installments will be distributed to your Beneficiary. If prior to your death, you began receiving

your distribution in the form of a life annuity, your Beneficiary will not be entitled to receive any death benefits after your death. However, if prior to your death, you began receiving your distribution in the form of a joint and 50% or 75% survivor annuity, your spouse will receive a survivor annuity (i.e., monthly payments for his or her life equal to 50% or 75%, whichever is applicable, of the monthly payments you were receiving prior to your death).

DESIGNATION OF BENEFICIARY

After you become eligible to join the Plan, you will be asked to fill out a beneficiary designation form which names the person(s) to receive any money that may be payable in the event of your death. You can name anyone you like and you can name more than one person. You can name your wife or husband, parents, children, other relatives or friends. However, if you are married and name someone other than your spouse as Beneficiary, your spouse must consent to your choice in writing witnessed by a notary public. The Plan Administrator will not follow any beneficiary designation form filed before the date of your marriage. If you want someone other than your spouse to receive the amount in your accounts(s), you must complete a new beneficiary designation form and your spouse must consent to your choice in writing witnessed by a notary public.

You may also name a contingent Beneficiary(ies). This person or persons would be paid the money only if the primary Beneficiary(ies) is not alive to receive the money.

You can change your beneficiary designation at any time, with your spouse's consent, when appropriate. This must be done in writing and filed with the Plan Administrator.

If you fail to designate a Beneficiary, the Board of Trustees will direct payment to the following, if living, in the order named: your spouse, your children, your parents, your brothers and sisters, your nephews and nieces or, if none are living, to your estate.

Effective December 8, 2016, for deaths on or after December 1, 2015, the term "children" means natural children, adopted children, and stepchildren.

PENSION RECIPROCITY

The Southern California Bricklayers Pension Fund has entered into the International Reciprocal Agreement for Bricklayers and Allied Craftworkers Defined Contribution and Defined Benefit Pension Plans. If you elect to have your contributions transferred, Participating Funds are required to remit to the Home Fund an amount equal to all contributions received based on hours paid and reported to the Participating Fund. Any excess contributions will be credited to your individual Account in accordance with Article III of this Plan and you will be 100% vested in your Individual Account at all times.

DOMESTIC RELATIONS ORDERS/DIVORCE DECREES

The Plan recognizes Qualified Domestic Relations Order (QDRO) and make payments as directed by the QDRO to any spouse, former spouse, child or other dependent (called an “alternate payee”) of a Plan Participant specified by the QDRO. A QDRO is a state domestic relations order such as a divorce decree which creates or recognizes an alternate payee’s right to receive all or a portion of the benefits payable to a Participant under the Plan. Any lawful judgment, decree, order, or property settlement agreement which has been entered into may be a QDRO if it relates to the provision of child support, alimony payments, or marital property of a spouse, former spouse, child or other dependent of a Plan Participant and is made pursuant to state domestic relations law.

The Board of Trustees cannot recognize or honor a domestic relations order, such as a divorce decree which attempts to divide a pension, unless the order or decree contains certain information and otherwise complies with federal law. If you are contemplating a divorce or are a party to any other domestic relations action which may involve the Trust Fund, you should contact the Administrative Office for additional information before any such domestic relations order or decree is signed by the judge. The Trustees have adopted formal procedures for the treatment of domestic relations orders received by the Plan, and a copy of these procedures is available without charge from the Administrative Office.

QUALIFIED MILITARY SERVICE

If you satisfy the conditions of the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA), you will be entitled to have contributions (but not interest or forfeitures) added to your Individual Account for a period of military service. To receive contributions, your absence from Covered Employment must be on account of service in the military. To demonstrate this, you must have established Participant status in the Plan and have worked in a position for which contributions are owed to this Plan. You must also return to Covered Employment after your military service ends.

Your entitlement to benefits for time spent in military service depends on your compliance with other legal requirements of USERRA, including the following:

- Advance notice was given to your Employer, before your leave stating that your absence is due to military service.
- Notice is given to your Employer after you return to Covered Employment that your absence from employment was because of military service.
- Your discharge from military service must not be on conditions other than honorable.
- The total length of your absence due to military service may not exceed five years.

Following your military service, you must return to Covered Employment within the time allowed by law as described below.

Length of Military Service	Reemployment Deadline
Less than 31 days	1 day after discharge
31 through 180 days	14 days after discharge
More than 180 days	90 days after discharge

If you meet the conditions discussed above, you will receive contributions in your Individual Account in an amount that would have been contributed if you had not been absent due to military service. If the amount that would have been contributed is not reasonably certain, the contribution rate for your period of military service will be the average rate of contributions during the 12-month period immediately before your military service. Contributions cannot be credited to your Individual Account until you or your Employer notifies the Administrative Office of your period of military service. If you think you may be eligible for contributions for a period of military service, please provide the Administrative Office with accurate records of your service. Also when you apply for your Individual Account, please be sure to let the Administrative Office know if you served any time in the military.

This change is effective for veterans returning to Covered Employment on or after December 12, 1994 following a period of Qualified Military Leave.

HOW TO APPLY FOR BENEFITS

The first step in applying for your benefits from the Plan is to request an application from the Administrative Office. After you file your application, you will receive information about your benefits, choices and other information which will help you make your decisions and select your form of benefit payment. Federal law requires that you and your spouse, if married, have at least 30 days before you receive your benefits to consider your benefit options. If you select an option, you may change your mind at any time before benefits are first paid. However, the Plan cannot honor the election of an option that is made more than 90 days before your benefits start so you may need to complete a new application if the effective date of your pension is delayed.

You may need copies of certain documents, such as a birth certificate, a marriage certificate, domestic relations order, divorce decree, property settlement etc. The Administrative Office will tell you what you need.

If you are applying for a disability benefit, you must submit a copy of your Social Security Disability Award.

If your surviving spouse or Beneficiary is applying for benefits as a result of your death, he or she will need to submit a copy of the death certificate.

WHEN TO APPLY FOR BENEFITS

You may apply for benefits whenever you stop working and meet the eligibility requirements outlined on page 6. Your surviving spouse or Beneficiary should apply for benefits following your death.

You should apply 90 days in advance since it may take several months to complete the application process. However, in accordance with federal law, payment of your benefits must begin no later than April 1 following the calendar year in which you attain age 70½. Otherwise, you may be subject to a 50% excise tax on the benefit you should have received.

HOW TO APPEAL A DECISION ON YOUR BENEFITS

Review of Claim. All claims are initially reviewed by the Plan, and notice of the Plan's decision will be given to you within 90 days after your claim is filed. This period may be extended one time by the Plan for up to 90 additional days, provided that the Plan both: (1) determines that special circumstances require the extension; and (2) notifies you, prior to the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to make the determination.

If the special circumstance requiring the extension of time under this provision is your failure to supply information needed to perfect the claim, and such information is not received by the Administrative Office within the time period explained in the preceding paragraph, your claim will be denied.

Notice of Claim Denial. If the Plan denies your claim, in whole or in part, the Plan will provide you with a written denial notice that contains the following:

1. The specific reason(s) for the denial;
2. Reference to the specific plan provision(s) on which the denial is based;
3. A description of any additional material or information necessary to perfect the claim and any explanation of why the additional material or information is necessary;
4. A description of the Plan's review procedures and the time limits applicable to such procedures; and
5. A statement of your right to sue under Section 502(a) of ERISA after you have exhausted the Plan's appeals procedures.

Request for Review. You may appeal a claim denial by filing, with the Administrative Office, a written request for review by the Board of Trustees. Your appeal must be filed within 60 days after you receive the written denial notice and must state in clear and concise terms the reason(s) for your disagreement with the denial of your claim.

Any appeal received by the Plan after 60 days is not timely and is subject to denial on review on that basis alone.

An appeal is deemed to be filed when your written request for review is received by the Administrative Office.

Full and Fair Review. You will be given the opportunity to submit written comments, documents, records and other information relating to your claim. The Plan will provide you, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim. The review of your claim will take into account all comments, documents, records and other information you submitted relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination. You do not have the right to appear personally before the Board.

Review of Appeal. The Board of Trustees will review your appeal at the first regular Board meeting that immediately follows the date your appeal was filed, unless the appeal was filed within 30 days preceding the date of such meeting. In such a case, your appeal will be reviewed at the second meeting following the date your appeal was filed.

If special circumstances require a further extension of time for processing, your appeal will be reviewed at the third such meeting following the date your appeal was filed. If this is the case, the Plan will notify you in writing of the extension, describing the special circumstances and the date on which the decision will be made.

If, however, the reason for taking the extension is to obtain additional information from you, your appeal will be reviewed by the later of: (1) the third regular Board meeting following the date your appeal was filed; or (2) the first regular Board meeting that is at least 30 days after you respond. If, after a reasonable period of time, but not less than 90 days, you have not responded to a request for additional information, the Board may decide your appeal, provided you are notified in writing at least 60 days before the decision on review is made that such decision will be made regardless of whether you respond.

Notice of the Board's decision will be given to you not later than five (5) days after such a determination is made.

Trustee Discretion. The Trustees have the exclusive right, power and authority in their sole and absolute discretion, to administer, apply and interpret this Plan and all other documents that describe the Plan, including the Plan Document and the SPD. The Trustees have discretionary authority and power to decide all matters arising in connection with the operation or administration of the Plan, including but not limited to: making factual findings, fixing omissions, resolving ambiguities, construing the terms of the Plan, making eligibility determinations, and resolving other disputes under the Plan. Except as described in these procedures, all determinations made by the Trustees with respect to any matter arising with regard to Plan benefits will be final and binding on all concerned. Any judicial review of any Trustee decision must be done in deference to the Trustees decision. questions regarding the eligibility for and the amount of benefits under the Plan.

Notice of Denial on Appeal. If a claim is denied on appeal, the Plan will provide you with a written denial notice containing the following:

1. The specific reason(s) for the denial;
2. Reference to the specific plan provision(s) on which the denial is based;
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information related to your claim; and
4. A statement of your right to sue under Section 502(a) of ERISA.

Failure to Follow Procedures. If the Plan fails to follow these claims and appeals procedures, and it does not correct the error without prejudice to you, then you will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedies under ERISA Section 502(a).

BENEFIT EFFECTIVE DATES

Usually benefits are effective the first day of the month following the purchase date of your annuity or your application for benefits to be paid as a lump sum.

Disability payments can become effective on the same date as your Social Security Disability payments. However, this is only possible if you file the application for disability benefits under this Plan along with a copy of your Social Security Disability Award no later than 60 days after the date on the notice of entitlement you receive from the Social Security Administration. If the information is filed more than 60 days after it was issued, the benefits will be delayed until the first of the month after the application and the Social Security notice are received by the Administrative Office.

To assure your disability benefits will be payable as early as possible you should (1) file your application for benefits with the Administrative Office at about the same time as you apply to Social Security for the Social Security Disability benefits, and (2) promptly send the notice of entitlement you receive from the Social Security Administration to the Administrative Office.

SOME FREQUENTLY ASKED QUESTIONS

Who are the Trustees of the Plan?

The Plan is administered by a Board of Trustees made up of an equal number of representatives of the Union and of the Employers. The Trust Fund and the Board of Trustees are created by and act pursuant to the authority granted by the Agreement and Declaration of Trust. This provides

that all money paid into the Plan can be used only for the purpose of providing benefits for Participants and Beneficiaries in accordance with the Plan and paying the costs of administration.

Who is covered by the Plan?

The Plan covers only Employees of contributing Employers who are performing work that is covered by a Collective Bargaining Agreement that requires contributions to the Plan. Work done by any owner-operated, partner, independent contractor, leased or self-employed person is not covered by the Plan.

Can my Beneficiary or I appeal if benefits are denied?

Yes. Any Participant or Beneficiary who is denied a benefit or disagrees with the types or amount of benefits allowed has the right to appeal to the Board of Trustees. This must be done in writing within 60 days of the date of the letter notifying you or your Beneficiary of the Board of Trustee's decision. See "How to Appeal a Decision on Your Benefits", on page 12 for the rules and procedures for filing an appeal.

Are Plan documents available to me?

Yes. Copies of the Plan and a summary of the annual report are available for inspection at the Administrative Office during regular business hours. Upon written request, copies will be supplied by mail. Copies of the Agreement and Declaration of Trust and the full annual report also are available for inspection at the Administrative Office. These documents, too, can be supplied by mail on written request but a reasonable fee will be charged. It is advisable to find out from the Administrative Office what the charge will be before sending your request.

Must I retire when I reach age 62?

No. Retirement under this Plan is voluntary.

May my pension benefits be assigned?

No. This is prohibited by the Plan and by applicable law. However, the Plan is required by law to pay benefits in accordance with a Qualified Domestic Relations Order.

Does the pension provided under this Plan affect Social Security benefits?

No. The benefits under this Plan are in addition to benefits paid under Social Security.

What happens if I fail to apply for my Individual Account?

Effective January 31, 2017, if your participation is terminated under the terms of the Plan, the Board of Trustees will write to you to your last known address. However, if you fail to send your application within four (4) years after your participation is terminated, the money in your Individual Account will be forfeited and applied towards the Plan's administrative expenses. Therefore, it is your responsibility to let the Plan know if there are any changes in your address.

What will happen if I apply for my Individual Account, but the Plan cannot locate me at the time of payment?

Effective January 31, 2017, if you submitted an application for your Individual Account, but on the date that the payment of your Individual Account is made, the Board of Trustees cannot find you, the Board of Trustees will make reasonable efforts to find you. However, if within four (4) years of the date on which payment of your Individual Account was to have been made, the Board of Trustees has been unable to find you, your Individual Account will be forfeited and applied towards the Plan's administrative expenses.

Can a forfeiture be reversed?

Yes. If your Individual Account has been forfeited, but you or your designated Beneficiary later make a written application for your Individual Account, the forfeiture will be reversed and you or your designated Beneficiary will be paid an amount equal to the balance in the Individual Account at the time of forfeiture minus a reasonable administrative fee. No investment yield will be paid on this sum.

Do I have to pay tax on the money in my account(s)?

The money in your account(s) is not considered taxable income until you actually receive it. When you receive the money in your account(s), it must be reported as taxable income. However, the rules governing the taxation of annuity benefits are very complex. In general, if your benefits are paid in monthly payments over your lifetime, you may elect whether to have taxes withheld from each payment, if benefits are paid in a lump sum or installment payments over a period of less than 10 years, you may elect to roll over your distribution into an IRA or another qualified retirement plan. If your benefits are not rolled over, the Plan is required to withhold 20% of the payment for taxes. Generally, the recipient of annuity benefits is liable for the taxes on those benefits.

When you apply for benefits, the Administrative Office will send you more detailed information on the taxation of your benefits and your withholding options. However, since the tax laws are very complicated, you may wish to consult a qualified tax advisor regarding any tax question you may have with respect to your Plan benefits and to determine the appropriate withholding for your personal situation.

CHECKLIST: THINGS FOR YOU TO DO

*** Let us know where you are**

Keep the Administrative Office informed of any changes in your mailing address to make sure you receive all of our communications. Our address and telephone numbers are:

Brick Masons' Trust Funds
c/o BeneSys Administrators
P.O. Box 430
West Covina, CA 91793
(626) 646-1080
staff@bac4cabenefits.org

*** If you are contemplating retirement**

Contact the Administrative Office. Get the information you need and file your application in plenty of time. You will need copies of certain documents such as a birth certificate, a marriage certificate, a divorce decree (if applicable), or a property settlement (if applicable). The Administrative Office can tell you what you need.

*** Keep records**

The accuracy and completeness of the records of your work in Covered Employment can be important in determining the value of your account. You can protect yourself against possible future difficulty by checking the work records you receive. Try to keep pay vouchers, payroll check stubs and other evidence of employment you may receive until you are sure that you've been credited for that work. This applies to work under this Plan.

*** Designate a Beneficiary**

For the protection of the person or persons to whom you want the Plan's death benefits to be paid, be sure that you have made your designated Beneficiary known to the Administrative Office. If your Beneficiary should die before you, or if you want to change your choice for any other reason, you should promptly inform the Administrative Office.

*** Any questions? Ask the Administrative Office**

You should contact the Administrative Office about any questions you have on the Plan and your rights and benefits under it, or about any disagreement or doubts you may have concerning your records. Remember, only information in writing signed on behalf of the Board of Trustees may be considered official.

The material in this Summary Plan Description (SPD) was prepared to explain your rights and benefits and other important features of the Plan. For purposes of brevity, some of the precise detail of the rules has been summarized. Every effort has been made to assure the accuracy of the SPD. However, we must emphasize that nothing in the SPD is intended to change in any way the rules of the Plan itself.

In the event any question arises, your rights will be determined in accordance with the text of the Plan and by the procedures prescribed in the Plan.

Only the full Board of Trustees is authorized to interpret the Plan. Neither the Union nor any Employer nor any of their representatives are authorized to interpret the Plan or to act as an agent of the Board of Trustees. The Board of Trustees shall have full discretion to interpret the terms of all documents establishing Plan (including, but not limited to, the Plan document and the SPD) and to decide any factual questions regarding the eligibility for and the amount of benefits under the Plan.

If you have any questions about the Plan or would like a copy of the Plan, contact the Administrative Office. The Administrative staff has up-to-date information on the operation of the Plan and on your rights and responsibilities under it. The staff is available to help you with any question. Information from other sources is not official and may not be correct.

Address your questions to:

Brick Masons' Trust Funds
c/o BeneSys Administrators
P.O. Box 430
West Covina, CA 91793
(626) 646-1080
staff@bac4cabenefits.org

ERISA REQUIRED INFORMATION

The following information, some of which appears elsewhere in this booklet, is specifically required by Section 102 of the Employee Retirement Income Security Act of 1974 (ERISA).

1. The name and type of administration of the Plan:

Southern California Bricklayers Pension Plan

A collectively-bargained, jointly-trusted, labor-management defined contribution pension plan.

2. The Plan is maintained by the Board of Trustees of the Brick Masons' Trust Funds whose address is:

**Brick Masons' Trust Funds
c/o BeneSys Administrators
1050 Lakes Drive, Suite 120
West Covina, CA 91790**

3. Internal Revenue Service plan identification number and plan number:

The Employer Identification Number (EIN) is 95-6835541 and the Plan Number is 002.

4. Type of Plan:

The Plan is a defined contribution pension plan.

5. Name and address of the person designated as agent for the service of legal process:

Service of legal process may be made upon the Board of Trustees (at the address shown below) or upon the Plan Administrator.

6. Name and address of the Plan Administrator:

Board of Trustees

**Southern California Bricklayers Pension Plan
c/o
BeneSys Administrators
P.O. Box 430
West Covina, CA 91793**

The Board of Trustees has engaged the following independent contractor to perform the administrative functions of the Plan:

**BeneSys Administrators
P.O. Box 430
West Covina, CA 91793
(626)646-1080
staff@bac4cabenefits.org**

7. **Names and addresses of Trustees:**

Management Trustees

Ken Tejeda
P.O. Box 430
West Covina, CA 91793

Dana Kemp
P.O. Box 430
West Covina, CA 91793

Frank E. Smith
P.O. Box 430
West Covina, CA 91793

John Chrysler
P.O. Box 430
West Covina, CA 91793

Dave Browning
P.O. Box 430
West Covina, CA 91793

Union Trustees

Doug Sles
Bricklayers & Allied Craftworkers
Local Union No. 4 California
11818 Clark Street, Suite A
Arcadia, CA 91006-6000

Daniel Garcia
Bricklayers and Allied Craftworkers
Local Union No. 4 California
11818 Clark Street, Suite A
Arcadia, CA 91006-6000

Lupe Aldaco, Jr.
Bricklayers and Allied Craftworkers
Local Union No. 4 California
11818 Clark Street, Suite A
Arcadia, CA 91006-6000

Richard Whitney
P.O. Box 430
West Covina, CA 91793

8. **Collective Bargaining Agreement Information.** Contributions to the Plan are by signatory Employers with respect to the hours of Covered Employment performed by each Employee in accordance with their respective Collective Bargaining Agreements.

The Administrative Office will provide you, upon written request, a copy of the Collective Bargaining Agreements and a complete list of the Employers contributing to the Plan.

9. **Source of Contributions.** All contributions to the Plan are made by Employers in accordance with the Collective Bargaining Agreements. Participants may elect to “rollover” distributions from other qualified plans into this Plan; those rollover contributions are kept in separate accounts for the respective Participant.

The Administrative Office will provide you, upon written request, information as to whether a particular employer is contributing to this Plan with respect to Participants working under the Collective Bargaining Agreements and, if the employer contributes to the Plan, the employer’s address.

10. **The Plan’s Eligibility Requirements.** The Plan’s requirements respecting eligibility for participation and benefits are described on page 4.

11. **Record keeping period.** The record keeping period and Plan Year is the 12 consecutive month period beginning May 1 of each year and ending on April 30 of the following year.

12. **Description of Provisions for Non-Forfeitable Benefits.** A Participant is always 100% vested in his or her account(s).

13. **Normal Retirement Age.** Normal Retirement Age means the Participant’s 62nd birthday.

14. **QDRO’s (Qualified Domestic Relations Orders).** The Plan’s rules and procedures with regard to Qualified Domestic Relations Orders are described on page 10.

15. **The Plan’s rules with regard to joint and survivor annuities** are described on page 7.

16. **Statements identifying the circumstances which may result in disqualification, ineligibility or denial, loss forfeiture, suspension, offset, reduction, or recovery of benefits** are described on pages 6, 7, and 8.

17. **The identity of any organization used for the accumulation of assets through which benefits are provided.** Benefits are provided directly from the Pension Plan’s assets, which are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement and held in a Trust Fund for the purpose of providing pension benefits to covered Participants (and their spouses) and defraying reasonable administrative expenses. The Trustees have engaged the services of investment advisors to provide investment guidance to the Trust.

18. **Plan Termination Provisions.** The Board of Trustees intends that this Plan continue indefinitely. However, they reserve the right, subject to the provisions of the Trust Agreement, to terminate the Plan. If the Plan is terminated, you will be notified as

soon as possible. You will be told the amount of the benefits, if any, to which you will become entitled, with an explanation of any election that you may have to make.

In the event that the Trustees terminate the Plan, the assets remaining in the Trust Fund, after providing for administrative expenses, shall be allocated among the Participants in accordance with the provisions of the Plan, except that all Participant accounts shall, to the extent funded, become nonforfeitable. Benefits are not insured with the Pension Benefit Guaranty Corporation (PBGC) since coverage is not extended by the PBGC to plans of this type.

19. **Claims procedures.** The Plan's procedures for applying for benefits and appealing decisions are described beginning on page 12.
20. **Statement of ERISA Rights.** As a Participant in the Southern California Bricklayers Pension Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Participants shall be entitled to:
 - Receive Information About Your Plan and Benefits
 - Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
 - Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies,
 - Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report,
 - Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties on the people who are responsible for the operation of an 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. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for a benefit that is denied or ignored, in whole or in part, you may file suit in a state or federal court, but only after first exhausting the claims and appeals procedures. In addition, if you disagree with the plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court but only after first exhausting the claims and appeals procedures. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim frivolous.

Assistance with Your Questions

If you have any questions about the 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.