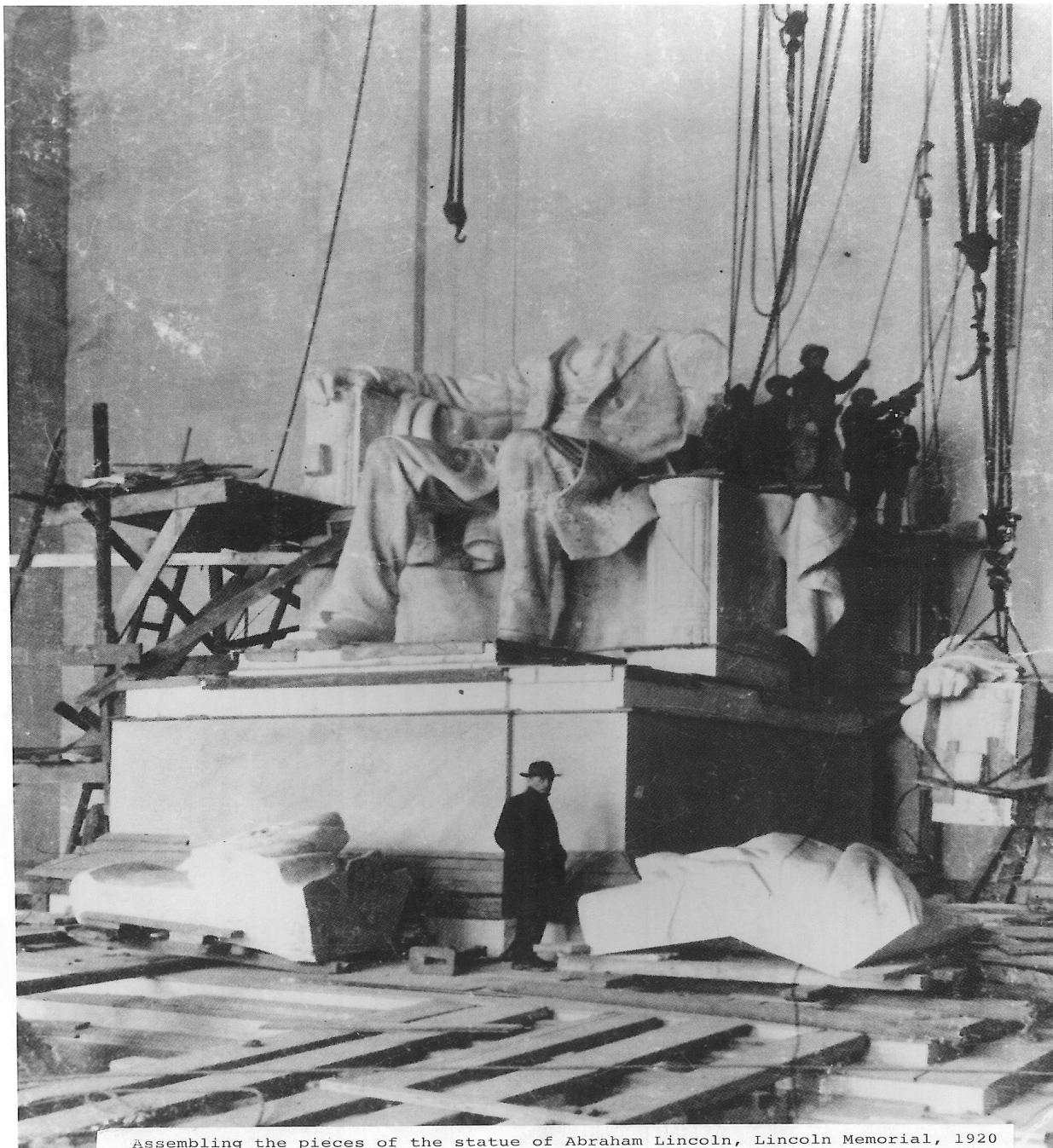


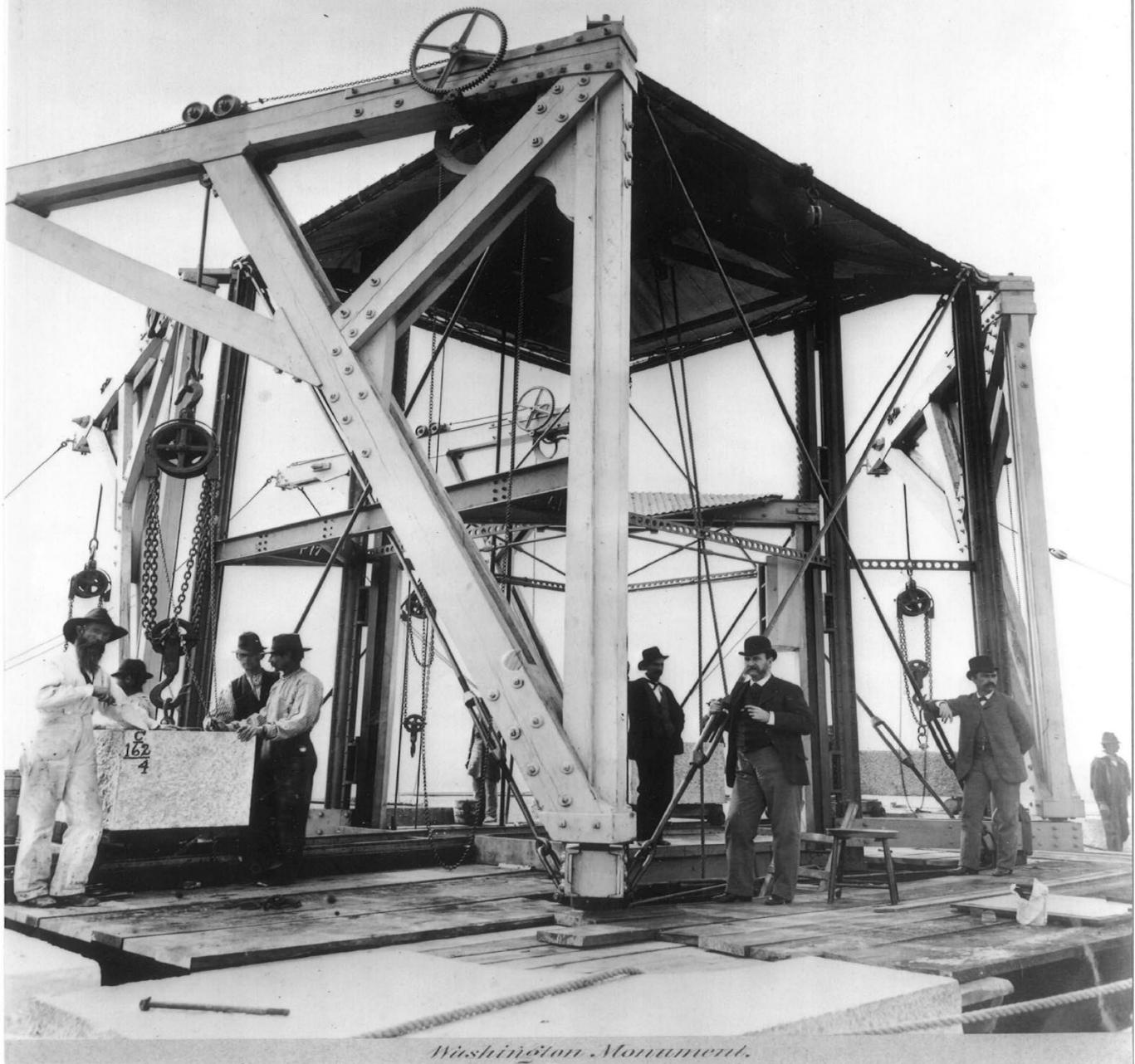
**STONE AND MARBLE MASONS  
OF METROPOLITAN WASHINGTON, D. C.  
ANNUITY PLAN**

**SUMMARY PLAN DESCRIPTION**



Assembling the pieces of the statue of Abraham Lincoln, Lincoln Memorial, 1920

**November 2022**



*Washington Monument.*

**SUMMARY PLAN DESCRIPTION  
OF THE  
STONE AND MARBLE MASONS  
OF METROPOLITAN WASHINGTON, D.C. ANNUITY PLAN**

**Introduction:**

This Summary Plan Description (“SPD”) is intended to provide a general summary of the main provisions of the Stone and Marble Masons Of Metropolitan Washington, D.C. Annuity Plan (“Annuity Plan”). It is not a complete description of the Annuity Plan. A complete description of the Annuity Plan can be found in the Annuity Plan Document. A copy of the Plan Document is available in the Fund Office for your inspection. In case of any conflict between the provisions of the Annuity Plan Document and this SPD, the provisions of the Plan Document will always control.

Always keep your current address and other contact information up to date with the Fund Office so that you will receive important information about the Annuity Plan and your rights and obligations. If your contact information changes, please notify the Fund Office immediately.

Certain terms used in this SPD have specific meanings with respect to your benefits. Those words are **capitalized** throughout this SPD and are defined at the end of this booklet.

Please remember that no one other than the Fund Office or the Board of Trustees can verify your benefits or provide binding information about the Annuity Plan. Do not rely on any statement regarding benefits under the Annuity Plan made by your Employer, your Union agent, or other Employees.

The Trustees have the sole and exclusive authority and discretion to interpret the provisions of the Annuity Plan including:

- the standard of proof required in any case
- application and interpretation of the Annuity Plan and this SPD (including ambiguous provisions, if any)
- entitlement to and the amount of any benefit

The Trustees also have the sole and exclusive authority and discretion to make factual determinations. The decisions of the Trustees are final and binding on all parties. The Trustees may adopt such administrative interpretations of this Annuity Plan as they consider necessary to carry out the intent and purpose of the Annuity Plan and to provide for its effective administration.

## **FAQ's ABOUT YOUR ANNUITY PLAN**

### **1. What Does the Stone and Marble Masons Of Metropolitan Washington, D.C. Annuity Plan Mean To Me?**

If you meet the requirements of the Annuity Plan, you will be provided with an Individual Account funded solely with Employer Contributions and investment earnings to supplement your retirement income. The Annuity Plan works in tandem with the Stone and Marble Masons of Metropolitan Washington, D.C. Pension Plan and your personal savings to provide you with a secure retirement.

### **2. When Do I Become an Active Participant in the Annuity Plan?**

You become an Active Participant in the Annuity Plan when you begin working in Covered Employment.

You cease to be an Active Participant on the earliest of the following dates:

- The date you cease working in Covered Employment;
- The date you Retire under the Annuity Plan;
- The date of your death

If you leave Covered Employment, you will again become an Active Participant at the time Contributions are made again to the Annuity Plan on your behalf.

### **3. Who Pays For My Benefits Under the Annuity Plan?**

The full cost of your Annuity Plan is paid for by Contributions made on your behalf by your Employer in accordance with a collective bargaining agreement or other agreement. A Contribution is made for each hour that you work in an amount as set forth in the agreement. The Contributions that are made for you are paid into your Individual Account. Contributions from Participants are neither accepted nor permitted. The Individual Accounts are held in a Trust Fund under the Stone and Marble Masons of Metropolitan Washington, D.C. Pension and Annuity Plan Trust Agreement administered by a Board of Trustees. Professional Investment Managers, selected by the Board of Trustees, are responsible for investing the money of the Annuity Plan.

#### **4. Are There Special Rules If I Serve In the Military?**

In accordance with various military veterans' laws including the Uniformed Service Employment and Reemployment Rights Act ("USERRA"), an authorized leave of absence from employment due to certain military service in the United States Armed Forces may be considered Covered Employment under the Annuity Plan provided you comply with the requirements of applicable federal law and any Annuity Plan rules established by the Board of Trustees. The Plan also is in compliance with the Heroes Earnings Assistance and Relief Tax Act ("HEART"). To be entitled to credit for military service, you must have been working in Covered Employment before your absence and must return to work in Covered Employment after discharge within the time frames proscribed by federal law. You must have been honorably discharged and served more than 90 days but less than five years in such military service. (Under federal law, there are some exceptions to this five-year rule.) The Board of Trustees has the absolute discretion to determine whether you meet the military service requirements. More detailed information is available at:

<https://www.dol.gov/agencies/vets/programs/userra/USERRA-Pocket-Guide#ch2>

#### **5. How Is the Annuity Plan Administered?**

The Board of Trustees administers the Annuity Plan and acts as the Plan fiduciary. The day-to-day operations of the Annuity Plan are carried out by an Administrative Agent selected by the Trustees ("Fund Office"). The Board of Trustees also retains the services of professional advisors knowledgeable in the governing laws including the Employee Retirement Income Security Act of 1974 ("ERISA") and employee benefits to assist in the handling of the Annuity Plan and Trust Fund. The Trustees have delegated certain investment responsibilities to Professional Investment Managers.

#### **6. When Am I Eligible to Collect My Benefit under the Annuity Plan?**

You are eligible to receive benefits under the Annuity Plan upon the earlier of:

- a) Severance from Covered Employment,
- b) Retirement or,
- c) Total and Permanent Disability.

**Severance From Covered Employment** means an absence from Covered Employment for at least 36 consecutive months. If you return to Covered Employment within 36 months of the date of

your initial absence, you will not have had a Severance from Covered Employment but may resume participation in the Annuity Plan.

**Retirement** means you have attained at least age 65 and have had a complete and continued withdrawal from further employment with an Employer regardless of whether such employment is Covered Employment. If you reach 65 and notify your Employer that you intend to cease employment, you will be deemed “Retired” under the Annuity Plan provided you have not been employed with an Employer for at least thirty (30) days.

**Total and Permanent Disability** means you meet the following conditions:

- i. Your physical or mental condition is medically determinable and arises as a result of bodily injury or disease which prevents you from engaging in any occupation or employment for wage or profit except such employment which is found by the Trustees to be for the purpose of rehabilitation and not incompatible with the finding that he is Totally and Permanently Disabled; **and**
- ii. You submit proof that you have received an award of Social Security benefits from the Social Security Administration, or such other proof as is determined sufficient by the Trustees that you will be Totally and Permanently Disabled for the remainder of your life.

## **7. How Is the Amount of My Individual Account Calculated?**

The value of your Individual Account is determined on the “Valuation Date” which takes place at least once each year. The value of your Individual Account is determined according to the following formula:

1. Your beginning Individual Account balance, which is the amount in your Individual Account on the previous Valuation Date; **PLUS**
2. The Employer Contributions received on your behalf by the Annuity Plan since the previous Valuation Date; **PLUS**
3. A proportionate (pro rata) share of the Annuity Plan’s net investment income. “Net investment income” includes interest and dividends, less administration expenses and adjustments for any changes in market value of your Individual Account since the previous Valuation Date.

**For Example:**

Joe had a balance in his Individual Account on the Valuation Date of June 30, 2022 of \$1,400. During the following year, Joe's employer has contributed \$200 to his Individual Account. The pro rata share of investment earnings on Joe's Individual Account for the year totaled \$60 and Joe's share of the Annuity Plan's operating expenses totaled \$10. The balance in Joe's Individual Account as of the Valuation Date of June 30, 2023 is calculated as follows:

Joe's Individual Account balance as of June 30, 2022 Valuation Date	\$1,400
Contributions made to the Annuity Plan on Joe's behalf during the year	200
Pro rata share of investment earnings during the year	60
Pro rata share of administrative expenses during the year	(10)
Joe's Individual Account balance at the end of the year	<b>\$1,650</b>

**8. Can I Lose the Contributions or Investment Earnings in My Individual Account?**

Contributions made to your Individual Account by your Employer are 100% vested upon receipt by the Annuity Plan. That means that you cannot lose your Individual Account even if you stop working in Covered Employment. However, investment earnings are not guaranteed. It is possible that your Individual Account will experience a loss, particularly during difficult economic times. Although Contributions received on your behalf are credited to your own Individual Account, the Contributions are **not** invested separately for each Participant. Instead, all Contributions are pooled and invested as a single fund in order to obtain a higher rate of investment return and lower investment fees than would be available to each Individual Account alone. Your Individual Account balance will be reduced by any investment loss or administrative expenses that exceed investment gains. You will be provided with an Individual Account Statement showing you the

value of your Individual Account quarterly. If you have questions about your Individual Account Statement, you should contact the Fund Office.

## **9. How Is My Individual Account Paid Out?**

When you become eligible for a distribution of your Individual Account (including the filing of an application as set forth in Q&A #13 “When Should I File My Application For Benefits?”), it will be paid in one lump sum. No other form of payment is available under the terms of the Annuity Plan. Certain distributions are subject to 20% income tax withholding if they are considered “eligible rollover distributions” and are not directly rolled over. An “eligible rollover distribution” is a distribution from the Annuity Plan that may lawfully be rolled over to an IRA or another plan that accepts rollovers. If the payment is an eligible rollover distribution and it is directly rolled over, the 20% income tax withholding does not apply. Furthermore, you are not taxed on the payment until you later take it out of the IRA or the other plan. When you apply for a distribution of your Individual Account, you will be provided with a detailed Notice regarding rollovers and other important tax withholding rules. You should always consult with a qualified tax advisor for additional information.

## **10. What Happens if I Should Die Before Receiving My Individual Account?**

If you are married and die before receiving a distribution of your Individual Account, your Individual Account will be paid to your surviving Spouse in a single lump sum unless your Spouse has consented to an alternate Beneficiary, or your Spouse cannot be located.

If you are unmarried or married and your Spouse has consented to an alternate Beneficiary (or cannot be located) and you die before receiving a distribution of your Individual Account, your Individual Account will be paid to your Designated Beneficiary in the form of a single lump sum payment.

A distribution to your surviving Spouse or non-Spouse Beneficiary may also be an eligible rollover distribution. A Notice regarding their rights to rollover the distribution will also be provided.

## **11. How Do I Name a Beneficiary?**

To name a Beneficiary, you must complete a Beneficiary Designation Form available from the Fund Office when you begin participating in the Annuity Plan. Only the Form provided by the Fund Office for that purpose is valid and it must be signed and dated by you. You may change your Beneficiary Designation at any time by completing a new Form. Receipt by the Fund Office of any valid Beneficiary Designation Form will revoke any previous Beneficiary Designation Form on file with the Annuity Plan. If you are married and designate a non-Spouse Beneficiary, your Spouse must consent to your non-Spouse Beneficiary Designation in writing on a form prescribed by the Trustees. If you establish to the satisfaction of the Trustees that your Spouse's written consent cannot be obtained because you are not married or your Spouse cannot be located, your designation of a non-Spouse Beneficiary will be considered valid. If your Spouse is legally incompetent to give consent, the legal guardian of your Spouse may give consent. If you are legally separated or have been abandoned (within the meaning of local law) and you provide the Fund Office with a court order to such effect, spousal consent of a non-Spouse Beneficiary will not be required.

## **12. What Happens If I Fail to Complete a Beneficiary Designation Form or My Beneficiary Dies?**

If you fail to properly name a Beneficiary, or if your named Beneficiary predeceases you, your Individual Account will be paid in a lump sum in the following order of priority:

- (i) Your Spouse, if any, on your date of death;
- (ii) Your children in equal parts (or their surviving issue, per stirpes, if a child is deceased) or their legal representatives;
- (iii) Your estate.

In the event there is no Designated Beneficiary, no Spouse, no children or other surviving issue, and no estate, any remaining amounts in your Individual Account will be held in a suspense account until the Trustees can determine an appropriate beneficiary in their sole and absolute discretion. The payment of your Individual Account, in accordance with the provisions of the Annuity Plan as summarized here, will be a full discharge and release to the Annuity Plan and the Trustees from any claim from anyone for further benefits, and the

determination of the appropriate beneficiary or beneficiaries by the Trustees upon such proof of identity as they may require will be final and conclusive with respect to the liability of the Annuity Plan or Trustees.

### **13. When Should I File My Application For Benefits?**

If you are eligible for a distribution of your Individual Account, you must file an application for benefits as soon as practicable. Your Individual Account cannot be paid until you have filed an application and other appropriate documents with the Fund Office. If your Beneficiary is eligible for a distribution of your Individual Account as a result of your death, he or she must file an application in order to receive the benefit. In that case, a copy of your Death Certificate is also required to be provided and any other information required by the Fund Office.

### **14. How Soon After I File An Application Will I Receive A Distribution of My Individual Account?**

Notification by the Fund Office of eligibility for a distribution of your Individual Account and the amount will be provided within 30 days of the date the Fund Office receives your (or your Beneficiary's) completed application and any other required documentation (such as a Death Certificate). If, however, special circumstances exist and more time is needed to process your claim for a benefit, you or your Beneficiary will be informed of the necessity for the extra time before the expiration of the initial 30-day period. In that case, you or your Beneficiary will be notified of the amount of the distribution to be paid and the decision regarding eligibility for benefits within 120 days of the date your completed claim was received. If your claim for a benefit under the Annuity Plan is wholly or partially denied, the Fund Office will provide you with a written notice setting forth:

- i. A detailed explanation of why your claim was denied;
- ii. Specific reference to pertinent Annuity Plan provisions, claims procedures, or other evidence on which the denial is based;
- iii. A description of additional material or information necessary, if any, for you to provide to complete your claim and an explanation of why such material or information is necessary;
- iv. A statement that you are entitled to receive copies of all documents relevant to your claim for benefits, upon request and at no cost to you;

- v. For claims based on Total and Permanent Disability, if an internal Plan rule, guideline, protocol, standard or other similar criterion was relied on, including a statement of such reliance and a statement that a copy of such document will be provided to you free of charge upon request. You will also be advised if no such statement or document exists.

## **15. If My Claim For Benefits Is Denied, How Do I File An Appeal?**

If you or your Beneficiary submits an application for a benefit under the Annuity Plan, and all or part of it is denied, you or your authorized representative may file an appeal of the denial with the Board of Trustees. Your appeal must be in writing and received by the Fund Office within 90 days after you receive the notice of denial (or within 180 days for a request for review of a claim based on your Total and Permanent Disability). Failure to file an appeal within that 90 day (or 180 day) period will constitute a waiver of your right to appeal the denial of your claim. Your appeal should set forth all the reasons why you disagree with the denial of your claim.

When the Board of Trustees decides an appeal based on disability that involves a medical judgment, it will consult with a health care professional who has appropriate training and expertise in the field of medicine upon which the Annuity Plan's initial determination was based. This medical professional will not be the person who was consulted in connection with the adverse determination that is the subject of the appeal, nor his or her subordinate. In their decision, the Trustees will identify all medical expert(s) whose advice was obtained by the Plan in connection with the claim without regard to whether the advice was relied upon in making the benefit determination or decision on appeal.

The Trustees will review your appeal at their next scheduled meeting. However, if your appeal is received within 30 days of the meeting, the Trustees will review your appeal at the second scheduled meeting after receiving the appeal or, if extra time is needed because of special circumstances (such as the need for a hearing), at its third scheduled meeting after receiving your appeal. As soon as possible after the Board of Trustees reviews your appeal you will be notified in writing of the final decision and the specific reasons for that decision. For appeals of claims based on disability, you will be notified of the Trustees decision within 5 days. If your appeal is denied, the letter informing you of the denial will advise you of:

- i. The specific reason or reasons for the determination. If applicable, the notice will explain why Trustees disagreed with the views of a medical professional or vocational expert (including those who treated you and those whose advice was obtained by the Annuity Plan), or a disability determination made by the Social Security Administration;
- ii. Specific reference to pertinent Annuity Plan provisions, claims procedures or other evidence on which the determination is based;
- iii. A statement advising of your right to access and copy (free of charge) all documents, records and other information relevant to the claim;
- iv. A statement advising you of your right to bring a civil action under ERISA and the time limits for doing so as set forth in Q&A 16 “Is the Trustees’ Decision on an Appeal Final?”
- v. For claims based on disability, if an internal rule, guideline, protocol or other similar criterion was relied upon, including a statement of such reliance and a statement that a copy of such document will be provided free of charge upon request.

## **16. Is the Trustees’ Decision on an Appeal Final?**

Yes. The decision of the Board of Trustees regarding an appeal is the final decision of the Annuity Plan and is binding unless determined to be arbitrary or capricious by a court having jurisdiction over the matter. No action may be filed in state or federal court by a Participant or Beneficiary until the claimant has exhausted all remedies under the Annuity Plan’s claims filing and appeals procedure. Any suit filed in state or federal court on a Participant’s or Beneficiary’s behalf must be filed within 12 months of the date the Participant has received a final benefit determination from the Trustees on an appeal.

## **17. What Happens To My Benefits If I Get Divorced?**

If you are eligible for benefits under the Annuity Plan, and you get divorced, your Spouse may be granted certain rights to your Individual Account (or a portion of it) if the court issues what is called a Qualified Domestic Relations Order (“QDRO”). You are required to provide the Fund Office with a copy of any QDRO that may apply to your Individual Account and the Fund Office will provide you with a copy of the Annuity Plan’s procedures concerning QDROs on receipt of a QDRO or on request. Because pension rights are important to you as a Participant and to your

Spouse, each of you should seek experienced counsel to advise you regarding your rights in the event of a divorce.

**18. What Happens If I Fail to Notify the Plan Office If I Move?**

It is vital that you notify the Fund Office if you change address so that you can timely receive notices and information about your Annuity Plan. The Trustees have a fiduciary obligation to keep you informed and if the Annuity Plan cannot locate you for the purpose of required disclosures and other Annuity Plan administrative purposes, reasonable charges associated with searching for you (such as the charges imposed by a professional search firm) may be deducted directly from your Individual Account.

**19. Will Distribution of My Individual Account Affect My Social Security?**

You may receive a distribution of your Individual Account at retirement age and still collect from Social Security. Social Security benefits may be payable in the event of your death or disability as well as retirement.

## **DEFINITIONS**

**Active Participant** – You become an Active Participant when you begin working in Covered Employment. If you cease working in Covered Employment you may again become an Active Participant when Contributions are made to the Annuity Plan on your behalf after the date you last ceased to be an Active Participant, unless you ceased to be an Active Participant because you have Retired.

**Beneficiary** – The individual you have designated on the form provided by the Fund Office to receive your Individual Account in the event of your death before distribution. If you are married, your Beneficiary is automatically your Spouse unless the conditions set forth in Q&A #10 “What Happens if I Should Die Before Receiving My Individual Account?”

**Board of Trustees/Trustees** – The Board of Trustees is the Annuity Plan fiduciary and consists of an equal number of representatives appointed by the Employers and the Union. The names and business addresses of the current Trustees are set forth at the back of this booklet.

**Covered Employment** – Employment for which an Employer has agreed to make Contributions to the Annuity Plan in accordance with a collective bargaining agreement or other agreement.

**Employer** – An organization which has agreed in writing with the Union to make Contributions to the Plan on behalf of employees covered by the applicable collective bargaining agreement (or other written agreement). Under the Annuity Plan, the Union is also considered an Employer. You can get a complete list of the Employers contributing to the Annuity Plan upon written request to the Fund Office or find out if a particular Employer contributes.

**Fund Office** – The organization selected by the Trustees to carry out, on a contract basis, the day-to-day operation of the Plan:

Benesys, Inc.

7130 Columbia Gateway Drive, Suite A

Columbia, Maryland 21046

Phone (410) 872-9500

Fax (410) 872-1275

Normal business hours: 9:00 a.m. to 5:00 p.m., Monday through Friday

**Normal Retirement Age** – Age 65 or, if later, your age on the 5th anniversary of the date your participation in the Annuity Plan began.

**Retirement/Retire** – The complete and continued withdrawal from any further employment regardless of whether or not such employment is Covered Employment. If a Participant notifies his or her Employer that the Participant intends to cease employment and is not employed for a period of at least thirty (30) days, it will be presumed, subject to any contrary determination by the Board of Trustees after investigation, that the Participant has retired.

**Spouse** means an individual to whom you are lawfully married as defined or recognized in the jurisdiction in which the marriage was entered into.

**Total and Permanent Disability** – You are considered to be Totally and Permanently Disabled if your physical or mental condition is medically determinable and arises as a result of bodily injury or disease which prevents you from engaging in any occupation or employment for wage or profit, except such employment which is found by the Trustees to be for the purpose of rehabilitation and you are entitled to Social Security disability benefits, or you submit other proof which, in the opinion of the Trustees, indicates that you will be Totally and Permanently Disabled through the remainder of your life.

**Union** – Bricklayers and Allied Craftworkers Local No. 1, Maryland, Virginia and D.C.

## **OTHER IMPORTANT ANNUITY PLAN INFORMATION**

### **Required Distributions.**

Under the Internal Revenue Code, the Annuity Plan must distribute your Individual Account no later than April 1 following the year you attain age 72 or the date you Retire, whichever is later. This is known as your Required Minimum Distribution or "RMD." Not taking your RMD may result in a significant tax penalty. (If you own five percent or more of a Employer, the Annuity Plan will be required by IRS rules to commence paying your benefit at age 72 even if you are still working.) Note that you are not permitted to rollover any RMD – see additional information about eligible rollover distributions in Q&A 9 "How Is My Individual Account Paid Out?"

### **Request for Information About Your Plan**

If you have a request for information, it must be in writing and sent to the following address:

Stone and Marble Masons of Metropolitan Washington D.C. Annuity Plan  
Benesys, Inc.  
7130 Columbia Gateway Drive, Suite A  
Columbia, Maryland 21046  
Phone (410) 872-9553  
Fax (410) 872-1275

Be sure to include with the request your full name, address, and Social Security Number.

### **Assignment of Benefits**

For the protection of your interest and those of your dependents, your benefits under this Annuity Plan cannot be assigned and, to the extent permitted by law, are not subject to garnishment or attachment. However, the Annuity Plan may be required to pay benefits to an alternate payee, such as a former spouse, if required to do so by a Qualified Domestic Relations Order as defined in ERISA. See Q&A #17 "What Happens To My Benefits If I Get Divorced?"

### **Limits on Individual Accounts**

The law establishes annual limits on qualified plan contributions and benefits. The amount of

contributions that can be allocated to your Individual Account for any Plan Year is limited by law to the lesser of 100% of your Compensation or the annual IRS-established dollar limit, which is \$61,000 for the Plan Year 2022, and which will thereafter be the amount set annually by law, adjusted periodically to account for inflation. This limitation does not apply to the amount of earnings that can be allocated to your Individual Account. Although it is anticipated that these rules should not affect your Individual Account, they are contained in the Annuity Plan because of IRS requirements.

### **Taxation of Benefits**

A distribution of your Individual Account is fully taxable as ordinary income under current Federal law. Also, unless you elect otherwise, your pension will generally be subject to Federal income tax withholding unless you roll your distribution over into an IRA or other plan. See Q&A # 9 “How Is My Individual Account Paid Out?” The Fund Office will furnish you an election form for this purpose. The actual tax you owe, with or without the optional withholding, is your responsibility.

### **Top-Heavy Plan**

A plan is top heavy if key employees (officers and certain other highly paid participants) receive more than a limited percentage of plan benefits. In the extremely unlikely event that this Annuity Plan should become top heavy, the requirements of federal law that a top-heavy plan must provide minimum contributions will be met.

## **Pension Benefit Guaranty Corporation**

The Annuity Plan is a “defined contribution pension plan” and, as such, it is not covered by the Pension Benefit Guaranty Corporation.

## **Continuance of Plan**

It is intended that the Annuity Plan will continue indefinitely and meet any foreseeable situations that may occur. To protect against any unforeseen situations, the Trustees reserve the right to change the Annuity Plan and, if necessary, discontinue it. If it becomes necessary to terminate the Annuity Plan, the assets of the Annuity Plan must be used to provide benefits according to the Annuity Plan document. Individual Accounts are always 100% vested including in the event of Annuity Plan termination.

## **Your Rights Under the Employee Retirement Income Security Act of 1974**

As a Participant in the Stone and Marble Masons of Metropolitan Washington D.C. Annuity Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- Receive Information About Your Plan and Benefits
- Examine, without charge, at the Fund 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 Annuity Plan with the U.S. Department of Labor.
- Obtain, upon written request to the Annuity Plan, 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, known as a Summary Annual Report (“SAR”). The Fund Office is required by law to furnish each Participant with a copy of this SAR.
- Receive, free of charge, a statement showing the value of your Annuity Plan Individual Account at least once a year.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Annuity Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Annuity Plan. The people who operate your Annuity 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.

### **Enforcing Your Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to receive a written explanation for the denial, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Annuity Plan to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan. 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. In addition, if you disagree with the Annuity Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Annuity Plan, you should contact the Fund Office. 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, 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.

## **Other Important Information**

### **Board of Trustees**

### **Union Trustees**

Scott Garvin 5879 Allentown Road Camp Springs, MD 20746	Vital Cardoso 5879 Allentown Road Camp Springs, MD 20746	Michael L. Patterson 5879 Allentown Road Camp Springs, MD 20746	Cesar Rodriguez (alternate) 5879 Allentown Road Camp Springs, MD 20746
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### **Employer Trustees**

Brett Rugo 7953 Angleton Court Lorton, VA 22079	Michael R. Bratti 401 E. Glebe Road Alexandria, VA 22305	Manny Seara 7544 Fullerton Court Springfield, VA 22153
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You may write to the Board of Trustees at the following address:

Board of Trustees  
Stone and Marble Masons of Metropolitan Washington, D.C. Annuity Plan  
Benesys, Inc.  
7130 Columbia Gateway Drive, Suite A  
Columbia, Maryland 21046  
Phone (410) 872-9553      Fax (410) 872-1275

**Employers Under the Plan** – You may obtain from the Fund Office, upon written request, information as to whether a particular employer is a contributing Employer under the Annuity Plan and, if the employer is a contributing Employer under the Plan, the employer's address.

**Union**

Bricklayers and Allied Craft Workers Local No. 1  
Maryland, Virginia and D.C.  
5879 Allentown Road  
Camp Springs, MD 20746  
(240) 695-9463

**Collective Bargaining Agreements** – Your Annuity Plan is maintained pursuant to one or more collective bargaining agreements. Copies of the agreements may be obtained from the Fund Office upon written request. Also, you may examine the agreements during normal business hours at the Fund Office or at the office of the Union or at worksites where 50 or more Plan members customarily work. A charge may be made to cover the cost of copying materials you request.

**Plan Documents** – A copy of the Plan documents may be obtained from the Fund Office upon written request. Also, you may examine the Plan documents during normal business hours at the Fund Office or, within 10 days of a written request of the Fund Office, at the office of the Union or at worksites where 50 or more Plan members customarily work. A charge may be made to cover the cost of copying materials you request.

**IRS Number Assigned to Board of Trustees (EIN)** 52-6117940

**Plan Identification Number – 002**

**Plan Year** – The 12-month period beginning July 1 and ending June 30.

**Fiscal Year of Plan** – July 1 through June 30

**Agent for Service of Legal Process** – Elizabeth Saindon, Esq., Mooney, Green, Saindon, Murphy, & Welch, 1920 L Street, N.W., Suite 400, Washington, DC 20036

Service of legal process may also be served on The Board of Trustees or any Plan Trustee.