Hotel and Restaurant Employees Health and Welfare Trust Fund
East Bay Restaurant and Tavern Retirement Plan
1182 Market Street, Suite 320 • San Francisco, CA 94102-4919
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July 24, 2026

NOTICE TO ALL PLAN PARTICIPANTS, RETIREES, SURVIVING SPOUSES, ALTERNATE PAYEES AND BENEFICIARIES

The Board of Trustees would like to inform all Participants, Retirees and Beneficiaries of recent amendments to the East Bay Restaurant and Tavern Retirement Plan ("Plan").

Designation of and Payments to Beneficiary.

Any prior beneficiary designation of a spouse for any benefit from the Plan **shall be automatically revoked upon divorce.** Except as otherwise specifically provided in any Qualified Domestic Relations Order ("QDRO"), payment of any benefits related to your benefits in the Plan will not be made to your former spouse after a divorce *unless you complete a new Beneficiary Designation form providing for the designation of your former spouse as your Beneficiary and such completed form is provided to the Fund office* prior *to your death*.

Therefore, **if you are divorced or become divorced in the future, and you want your former spouse to be the Beneficiary of any benefits related to your benefits payable under the Plan,** unless this issue has been addressed by virtue of the submission of a QDRO that has been accepted by the Plan, **you must contact the Fund Office and complete and execute a new Beneficiary Designation Form.**

No payment will be made to any Beneficiary who has died before the Participant.

Fixed Period Payments.

Participants who elected to receive their benefit under the Fixed Period Payment option can subsequently convert their Fixed Period payments to a Lump Sum distribution if the Participant's Individual Account balance is less than $5,000.

Timing of Distributions.

Unless you elect a later commencement of benefits, upon filing of a retirement application, payment of your benefits under this Plan shall be made or shall commence within a reasonable period of time after you application, but not more than sixty (60) days after the close of the Plan Year in which the latest of the following events occurs:

(i) your 65th birthday,
(ii) the fifth (5th) anniversary of the year in which you commenced participation in the plan, or
(iii) the month in which you terminate employment (unless you continue to work upon reaching RMD age and do not elect to defer distributions until after retirement).

If you…	Then your RMD age is…
attain age 70½ before January 1, 2020	70½
attain age 70½ after December 31, 2019, and age 72 before January 1, 2023	72
attain age 72 after December 31, 2022, and age 73 before January 1, 2033	73
attain age 74 after December 31, 2032	75

Required Minimum Distributions.

Required minimum distributions will begin on April 1 of the calendar year after you reach RMD age, unless you are still working in Covered Employment at RMD age and elect, in writing, to defer distributions until your retirement.

Death of Participant Before Distributions Begin.

If your surviving spouse is your sole designated beneficiary, then distributions to your surviving spouse will begin by the later of: (i) December 31 of the calendar year immediately following the calendar year in which you died, or (ii) December 31 of the calendar year in which you would have attained RMD age.

Distributions to Surviving Spouses Who Are Designated Beneficiaries.

If your surviving spouse is your designated beneficiary, then your surviving spouse may irrevocably elect to be treated as you for purposes of required minimum distributions. If your surviving spouse dies before RMDs begin, your surviving spouse will be treated as you with respect to the surviving spouse's beneficiaries.

Death of Designated Beneficiary Before Interest Distributed.

If your eligible designated beneficiary dies prior to your entire benefit being distributed, any remaining benefit will be distributed within 10 years of your eligible designated beneficiary's death.

<u>Lump-Sum Cashout.</u>

If your individual account balance is less than $7,000, the Trustees may distribute your benefit to you in one lump sum.

<u>Inadvertent Overpayments.</u>

If the Plan inadvertently overpays you, the Plan has the discretion to recover the overpayments by reducing your future benefits as long as the amount recovered each year is less than 10% of the total overpayment and each of your monthly benefit payments is not reduced below 90% of the normal payment amount.

The Plan can also recover the overpayment through an installment plan, as long as the amount of the installment payments in a calendar year does not exceed 10% of the total overpayment or the sum of the reductions described in the paragraph above.

Recoupment of an inadvertent overpayment will not be sought if the first overpayment occurred more than three years before you are notified of the error.

The above paragraphs do not apply to you if you are culpable for the overpayment or if you knew the benefit payments were in excess of the correct amount but do not notify the Plan.

This Notice shall serve as a Summary of Material Modifications to your Plan and should be kept with your current Summary Plan Description for future reference. You can find out more about the Plan in the Plan's Summary Plan Description (SPD) and Plan Document. **To obtain more information you can contact the Plan Office by calling (844) 492-9159 or by writing to:**

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