

EAST BAY RESTAURANT AND TAVERN RETIREMENT PLAN

Summary Plan Description
August 2019

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EAST BAY RESTAURANT AND TAVERN RETIREMENT PLAN

August 1, 2019

To: Participants and Beneficiaries

We are pleased to present this booklet, also known as a “Summary Plan Description or SPD,” which summarizes the East Bay Restaurant and Tavern Retirement Plan (“Plan”). The Plan is designed to provide some measure of financial security for you and your family upon your retirement. It is intended to comply with the Employee Retirement Income Security Act, as amended (“ERISA”).

The Plan provides options you may choose to meet your particular needs upon retirement, disability or termination from covered employment. This booklet provides a summary description of the Plan and answers commonly asked questions. It is intended only to highlight the Plan. Read this booklet carefully and discuss it with your spouse because you each may have an interest in the Plan. Keep this Summary Plan Description for future reference.

A copy of the formal text of the Plan, which controls eligibility, benefit payments, participation, administration and all other aspects of the Plan, is available at the Administrative Office. All benefit determinations shall be based upon the terms of the actual Plan document. The Plan was recently restated in its entirety effective January 1, 2015 to incorporate prior Plan amendments, legal requirements and other modifications.

This document and other Plan related documents and forms can be found in the Participant section of the Plan website at www.nwadmin.com.

It is important that you keep the Plan Office informed of any change in address or desired change of Beneficiary. **This is your obligation**, and failure to fulfill it could delay the payment of your benefits. The importance of the Plan having your current, correct address on file cannot be overstated! It is the ONLY WAY the Trustees can keep in touch with you regarding changes and other developments affecting your interests under the Plan.

If you have any questions about the Plan or wish to obtain additional information, please contact the Administrative Office. Also, if you do not read or understand English, please contact the Administrative Office and assistance will be provided to inform you of your rights and obligations under the Plan.

Sincerely,

BOARD OF TRUSTEES

[NOTE: THE PROVISIONS OF THE PLAN AND THE TRUST AGREEMENT AND NOT THE GENERAL SUMMARY PROVIDED IN THIS BOOKLET, GOVERN YOUR RIGHT TO BENEFITS. MOREOVER, THE BOARD OF TRUSTEES OF THE PLAN RESERVES THE RIGHT TO CHANGE THE PLAN AND TRUST AGREEMENT.]

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LIMITATION UPON RELIANCE ON BOOKLET AND STATEMENTS

The explanation in this booklet is a brief, general summary of the East Bay Restaurant and Tavern Retirement Plan ("Plan") provisions and is not intended to cover all of the details of the Plan. Also, the tax consequences of any withdrawal of funds or selection of a benefit option should be discussed by you with a tax advisor.

Nothing in this Summary Plan Description is meant to interpret or change the provisions in the Plan. You should review the Plan to fully determine your rights. Under the Plan, you are not entitled to rely upon oral statements of any employer, individual trustee, union officer, Plan official or any other person. If you wish an interpretation of the Plan, you should address your request in writing to the Plan.

You should further understand that, from time to time, there may be a data error in a statement that you receive which may be corrected upon an audit or review. The Board of Trustees reserves the right to make corrections when any such accounting or similar mistake is discovered.

1. TYPE OF PLAN/CONTRIBUTIONS

This Plan, which has been restated in its entirety as of January 1, 2015, is a defined contribution pension plan in which the employer contributions are invested for the benefit of participants. It has also been described as a "money purchase plan." Benefits for vested Participants are payable at retirement, disability or, in limited situations, upon termination of employment. The contributions and the investment income (or losses), minus expenses, are credited to the Individual Accounts of the Participants on whose behalf contributions are required to be made. The Plan is maintained pursuant to the collective bargaining agreements between UNITE HERE! LOCAL 2850 ("Local 2850") and your employer.

Benefits under the Plan are not insured under Title IV of ERISA (i.e., plan termination insurance) as this is an individual account plan under which contributions and earnings are held in Individual Accounts for the individual Participants.

Contributions are made to the Plan by employers pursuant to the collective bargaining agreements with Local 2850. Benefits are paid based upon such contributions and any investment income thereon. The assets are being held in a Custodial Account at:

Comerica Bank
Institutional Trust
Taft Hartley Services
411 W. Lafayette Blvd.
MC 3463
Detroit, MI 48226

Contribution rates are set, from time to time, by the parties to the collective bargaining agreements and may be subject to amendment. Each Employer shall contribute monthly to the Trust Fund for the Individual Account of each of its current covered employees the amount required by the applicable collective bargaining agreement. The collective bargaining agreements are available for inspection by Participants and Beneficiaries, and copies of the collective bargaining agreements may be obtained upon written request to the Administrative Office.

2. PLAN MANAGEMENT

The Plan is governed by the Board of Trustees, four appointed by the union and four representing the employers. The current Trustees are listed on Page 18 of this booklet. A complete list of the employers and employee organizations sponsoring the Plan may be obtained by Participants and Beneficiaries upon written request to the Administrative Office and is available for inspection at the Administrative Office.

The Trustees have many powers and functions including adopting lawful rules or regulations to guide them in administering the Plan, interpreting Plan provisions and rules, amending the Plan, deciding questions of policy, investing and safeguarding Plan assets, deciding benefit eligibility questions and claims and appointing advisors and consultants, such as auditors, legal counsel and investment managers. The Trustees have delegated the day-to-day administrative responsibilities of the Trust to Northwest Administrators, Inc. a professional third-party plan administrator.

In addition to creating rights for you and other Plan Participants, ERISA imposes duties upon the individuals responsible for administering the Plan. The individuals who operate the Plan are “fiduciaries,” and as such, have a duty to act prudently and in the interest of the Plan Participants and Beneficiaries.

Your Individual Account is combined with the Individual Accounts of all other Participants in accordance with the Plan’s investment policies. Investment earnings (and losses) are attributed to your Individual Account and they will fluctuate depending on market conditions. The Trust Agreement authorizes the Trustees to appoint an investment consultant to handle the Plan’s investments.

The Trust cannot guarantee that a fixed amount will be available in your account at retirement or termination of employment because the amount in your account depends upon unforeseeable future investment earnings (or potential losses) and expenses of the Plan.

3. PARTICIPATION

Effective January 1, 2015, if you are employed in work by a collective bargaining agreement between your employer and Local 2850 and such agreement requires contributions to be made on your behalf to this Plan, you become a Participant after having either worked 1,000 hours of covered employment within any twelve (12) consecutive months or after qualifying for at least four (4) months of Employer contributions within any twelve (12) consecutive month period. (Employees of Local 2850 are also eligible to participate as approved by the Board of Trustees).

If your employer fails to report your actual hours of work, you will be credited with 160 Hours of Service (and the corresponding contribution amount) in any month for which a contribution is required to be made on your behalf. Otherwise, the Plan uses the actual hours reported by your employer.

4. INDIVIDUAL ACCOUNTS

The Plan credits employer contributions to your Individual Account when those contributions are required to be made to the Trust. Valuations of account balances are determined annually.

Note: Subject to the Plan’s vesting and break in service rules, the value of your Individual Account is the sum of the amount of the employer contributions required to be made on your behalf and your pro rata share of the earnings (or losses) of the Trust, minus your pro rata share of the Plan’s expenses. Trust expenses are allocated equally among all Individual Accounts at the valuation date. You will receive an annual statement that contains the contributions made on your behalf during the reporting period and the accumulated balance in your Individual Account including any investment earnings or losses, minus any Plan administrative fees and expenses.

To maximize earnings, maintenance of Individual Accounts is only for accounting purposes. The amounts credited to your Individual Account may be aggregated for investment purposes to take advantage of the greater rates of return that larger sums of money generally command.

5. VESTING IN BENEFITS

You become 100% vested in your Individual Account upon having three (3) consecutive Years of Service in the Plan or five (5) Years of Service which are not consecutive, without incurring an intervening Permanent Break in Service. Any service forfeited because of a previous Permanent Break in Service will not be restored.

You earn a Year of Service credit for the year you become a Participant; thereafter you earn additional Years of Service credit for each year that you work a minimum of 1,000 hours of Covered Employment (employment with an employer who is required to make contributions to the Plan on your behalf) or after earning four monthly employer contributions in a Plan Year. A Participant shall earn one Year of Service for the Plan Year in which he becomes a Participant. Additional Years of Service shall be granted for each subsequent Plan Year in which the Participant completes at least 1,000 Hours of Service or qualifies for at least four months of Employer Contributions, except that no more than one Year of Service shall be granted for any one Plan Year.

If you are working in Covered Employment upon attainment of age 65, you become 100% vested in your Individual Account regardless of your Years of Service.

No one, including your employer, your union, or any other person may fire you or otherwise discriminate against you solely to prevent you from obtaining a pension or exercising your rights under the Plan and ERISA.

6. BREAKS IN SERVICE

If you are not a Vested Participant, you will lose all accumulated Service if you incur a Permanent Break in Service. As a result, the funds in the Individual Account established on your behalf will be forfeited and forever lost.

You incur a One-Year Break in Service in any Plan Year in which you have earned less than four months of contributions, except that a Participant who works 500 or more hours of service in covered employment in a Plan Year shall not incur a One-Year break.

You incur a Permanent Break in Service if you have five (5) consecutive One-Year Breaks in Service.

The Plan provides certain grace periods to the Break in Service rules whereby your failure to work in covered employment may be excused.

First, you will not incur a One-Year Break in Service if your failure to work in covered employment is due to Total and Permanent Disability, as defined in the Plan and rules adopted by the Trustees. Thus, if you present evidence that you are eligible for a Social Security Administration Disability benefit or present other suitable medical evidence acceptable to the Trustees, you will qualify for the disability grace period exception.

Second, you will not incur a One-Year Break in Service for periods in which you are not working by reason of pregnancy, birth of a child, placement of a child in connection with the adoption of a child, or for caring for a newborn child during the period immediately following the birth or placement with you for adoption.

Third, you will not incur a One-Year Break in Service for periods in which you are not working by reason of the care of an immediate family member (spouse, child or parent) with a Serious Health Condition (an illness, injury or impairment or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care in a hospital, hospice or medical care facility or requiring an absence from work for more than three days or continuing treatment by or under supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days).

Fourth, you will not incur a One-Year Break in Service for periods in which you are unable to work because of a Serious Health Condition.

Fifth, you will not incur a One-Year Break in Service for certain Qualified Military Service (provided you meet the requirements set forth in the Plan).

Sixth, you may not incur a One-Year Break in Service for certain periods Other Leaves of Absence (as provided for in the Plan document and a collective bargaining agreement) and Inactive Participation (you transfer to an ineligible Class of employees where no contributions are required to be made to the Plan).

You will be deemed to have completed 8 Hours of Service each workday up to a maximum of 501 hours (or the length of a leave of absence for the conditions specified in the Second paragraph above or the lesser of three (3) months or the period of actual absence from work for the conditions specified in the Third and Fourth paragraphs above) for absence due to any of the reasons set forth above, upon submission of satisfactory proof.

7. PAYMENT OF BENEFITS/BENEFIT OPTIONS

A. Entitlement to Benefits

1. Normal Retirement Benefits

The Plan's Normal Retirement Age is age 65. Upon retirement from covered employment and upon filing a pension application, a Vested Participant may begin receiving his or her benefits thereafter.

Participants working in covered employment at age 65 may retire, and, upon filing a pension application, be entitled to retirement benefits, regardless of their Years of Service.

2. Early Retirement Benefits

If you are vested and you retire from the food service, gaming or hospitality industry at the end of the month in which you attain age fifty-five (55) or any month thereafter prior to Normal Retirement Age, you will be entitled to your retirement benefits by filing a pension application.

For the purpose of this SPD, the term "food service industry" means business activities of the type engaged in by employers maintaining the plan, i.e. food concessions, restaurants, and in-flight meal services, whether or not such employer contributes or contributed to this Plan or any other multiemployer plan. For the purpose of this SPD, the term "gaming industry" means business activities of the type engaged in by employers maintaining the Plan, i.e. betting parlors, casinos and race tracks, whether or not such employer contributes or contributed to this Plan or any other multiemployer plan. For the purpose of this SPD, the term "hospitality industry" means business activities of the type engaged in by employers maintaining the plan, i.e. the hotel, motel, restaurant or tavern industry, whether or not such employer contributes or contributed to this Plan or to any other multiemployer plan.

3. Distribution of Benefits upon Termination of Employment Prior to Age 55

Vested Participants with Individual Accounts may request the payment of their Individual Account providing they certify on a form required by the Trustees that they have ceased to be an employee of any employer contributing to the Plan or any other employer in the food service, gaming or hospitality industries and have not been so employed for at least 12 consecutive months. Employment shall not be considered terminated if it is interrupted by approved vacation, temporary layoff, temporary incapacity due to illness or accident, an authorized leave of absence, national emergency, or by service with the U.S. armed forces, the government of the United States or the Coast Guard.

Prior to any such distribution, a Participant may be asked to provide information concerning his/her current employment in order to verify he/she has ceased to be employed in the industries as defined above. If a Vested Participant withdraws his/her account and returns to one of the industries, he/she will be treated as a new employee for the purpose of re-establishing participation in the Plan and accumulating Vesting Service Credit.

Note: A ten percent (10%) tax penalty (in addition to the ordinary tax for income received) may apply to most distributions received prior to early retirement age. You should consult an accountant or tax advisor before taking any distribution from the Plan.

4. Disability Benefits

If you are vested and you become Totally and Permanently disabled prior to normal retirement age, you will be entitled to your Individual Account balance upon submission of an application and satisfactory proof of the disability, subject to the Plan's spousal consent rules. A disability is deemed to be total and permanent if you submit evidence that you qualified for a Social Security Administration Disability Award related to a physical or mental condition that renders you incapable of working at your regular occupation.

5. Required Minimum Distributions

Unless you elect in writing to defer your retirement (and remain employed in covered employment with a contributing employer) beyond age 70 ½, required minimum distributions of your pension benefit will be made to you if you attain age 70 ½ and shall commence not later than April 1 of the calendar year following the calendar year in which you attain age 70 ½, without regard to your actual date of retirement.

B. Distributions

To protect the Plan from investment losses, for the benefit of all Participants, the following provisions are in effect for all distributions from the Plan:

- If you or your beneficiary requests distribution of your pension, the Plan will withhold 10% of the amount in your account until the Plan's investment performance can be valued through the date of distribution.
- Calculation of any investment income or loss generally takes place in August or September each year.¹
- When the investment performance for the year before the year of the distribution is known (based upon the valuation typically calculated in August or September), your Individual Account (after holding the withheld 10%) will be credited or debited to reflect that performance.

¹ An annual statement based upon such valuation will typically be mailed to you near the end of October.

- A year later, when your Individual Account is valued (generally in August or September), your Individual Account (holding the withheld 10%, plus or minus the change in your investment in the year before the distribution) will again be credited or debited to reflect the investment performance in the year of the distribution. This performance will also be proportioned to the number of months the Plan held your funds during the Plan Year before the distribution.
- After all investment performance through the date of distribution has been reflected in your Individual Account balance, to the extent you are entitled to additional payment, you will be paid a second distribution of the remainder of the funds in your account.

The following examples help explain how the distribution withholding procedure works.

Example 1:

- **June 2019:** your \$10,000 balance is withdrawn: you are paid \$9,000 in June 2019, and \$1,000 is withheld.
- **August or September 2019:** valuation takes place and reveals a 5% loss in 2018. Therefore \$500 is subtracted from the withheld \$1,000 but the Plan keeps holding your remaining \$500.
- **August or September 2020:** valuation takes place again and reveals a 10% gain in 2019. After investment performance in 2017, only \$9,500 was actually in your account in 2018, thus a 10% gain would result in an investment gain of \$950. However, credit is only given for the first 6 months since your Individual Account was withdrawn in June. Thus, only half of \$950, or \$475, is added to your \$500 held by the Plan, and you are paid \$975, the remainder of your Individual Account after all investment performance through the date of distribution is accounted for.

Example 2 is the same as *Example 1*, except in:

- **August or September 2019:** valuation found the Plan lost 10% in 2018. Since there was \$9,500 in your account at the start of 2018, the 10% loss would be \$950, but the money was only in your Individual Account for six months of the year before being withdrawn. Therefore, only \$475 would be subtracted from the \$500 in your Individual Account and you would be paid the remaining \$25 in August of 2019.

Example 3:

- **September 2019:** your \$10,000 balance is withdrawn; you are paid \$9,000 in October 2019, \$1,000 is withheld. Your \$10,000 balance was already adjusted to reflect the gain or loss from 2018, but the \$1,000 must be held until August 2020 to find out the investment performance in the first nine months of 2019.
- **August or September 2020:** valuation shows a gain of 10% in 2020. 10% of \$10,000 is \$1,000 but your Individual Account was withdrawn in September 2019, 3/4 of the way through the year, thus credit is only given for 3/4 of the gain, or \$750. Add that to your \$1,000 the Plan is holding and you would be paid \$1750 in August 2020.

Example 4:

- **January 2019:** your \$10,000 balance is withdrawn; you are paid \$9,000 in January 2019, \$1,000 withheld.
- **August or September 2019:** valuation shows a 5% loss in 2018, or \$500 for your account. Thus, \$500 is subtracted from the withholding and the remaining \$500 paid to you in August 2019, since your account was withdrawn in January 2019, so there is no 2018 investment performance to account for.

C. Normal Form of Benefit

The normal form of benefit for a single Participant is a Life Annuity form.

The normal form of benefit under the Plan for a married Participant is a 50% Qualified Joint and Survivor Annuity (“Joint Pension”). The Joint Pension provides a reduced lifetime pension for a married pensioner, and after his/ her death, a lifetime pension for the surviving spouse equal to one-half the monthly pension amount paid to the pensioner, based on actuarial calculations. A married Participant and his or her lawful spouse may, however, waive the Joint Pension and select the lump sum benefit or other benefit options during a 180-day period prior to your entitlement to benefits. A married Participant and spouse’s election not to take a Joint Pension is effective only if the Participant’s lawful spouse consents to such election, and such consent is witnessed by a Plan representative or notary public. A married Participant is not allowed to designate a beneficiary other than his or her lawful spouse without such spouse’s written consent. If a married Participant subsequently desires to revoke such Beneficiary designation and to choose another non-spouse Beneficiary, his/her lawful spouse must consent to such revocation and alternative beneficiary selection.

D. Benefit Options

You may waive (with spousal consent, if married) the Joint Pension and choose one of the following benefit/payment options under the Plan:

1. **Lump Sum Payment**

One lump sum payment.

2. **Annuity**

A nontransferable annuity contract purchased from a licensed insurance company providing annuity payments payable at least annually in substantially equal installments, over a period of time not longer than the life of the Participant, or over the lives of the Participant and a designated Beneficiary or over a period not extending beyond the life expectancy of the Participant or the life expectancy of the Participant and a designated Beneficiary.

3. **75% Qualified Optional Survivor Annuity**

This benefit form shall provide you with a benefit for your life with a survivor annuity which is equal to 75% of the amount of your monthly benefit (and is the actuarial equivalent of a single annuity for your life).

4. **Fixed Periodic Payments**

Periodic payments of substantially equal amounts for specified numbers of years not to exceed fifteen (15).

This fixed payment formula is designed to pay out the Participant’s entire Individual Account over the term of years selected. If you should die before receiving your entire Individual Account, the balance will be paid to your beneficiary. The option operates under the following formula, which is re-calculated annually:

$$\frac{\text{current value of Participant's account}}{12 \times (\text{total years selected} - \text{total years paid})} = \text{current monthly benefit}$$

The following example illustrates how this option works:

Example 1:

John is 60 years old and has accumulated \$40,000.00 in his Individual Account. John retires, elects Option 4 and requests that his monthly payments be made over a period of 12 years. John's monthly benefit the first year would be:

$$\frac{\$40,000}{12 \times (12-0)} = \frac{40,000}{144} = \$277.78/\text{mo.}$$

After three years John's monthly benefit would be:

$$\text{Approx. } \frac{\$30,000}{12 (12-3)} = \frac{\$30,000}{108} = \$277.78/\text{mo.}$$

John's monthly benefit would vary year to year according to Plan Fund investment increases or losses. If John died prior to the end of the twelfth year, his entire account balance would be paid to his Beneficiary.

E. Rollovers

Upon retirement and written request for a distribution from your Individual Account, your retirement funds may be rolled over into an individual retirement plan or another qualified retirement plan, trust or fund which meets the requirements of Internal Revenue Code Section 401(a). You have a limited time period after your receipt of your pension benefits to roll them over to a rollover account or qualified plan. **It is recommended that you consult an accountant or tax advisor before you terminate employment or retire.**

F. No Assignments/Domestic Relations Orders Exception

You may not sell, transfer, assign, alienate or otherwise dispose of your pension, prospective pension or any other interest under the Plan. Your benefits are exempt from attachment of claims of creditors and from orders, garnishments or executions, except as provided below.

The Trustees are, however, required by law to comply with certain court orders concerning child and/or spousal support payments affecting your Individual Account if the order qualifies as a Qualified Domestic Relations Order ("QDRO"), as that term is defined in the Retirement Equity Act (i.e. a recent federal law amending ERISA).

A QDRO is an order that creates or recognizes the existence of a former spouse or child's (or other alternate payee) right to receive all or a portion of the benefits otherwise payable to a Participant. The Plan has adopted procedures for handling domestic relations orders. Participants and Beneficiaries may obtain from the Plan Administrator without charge, a copy of the Plan's procedures governing QDRO determinations.

G. Suspension of Benefits

Early Retirement and Normal Retirement pension benefits shall be suspended for any month in which a retiree completes or accrues 120 or more "Hours of Service" or receives pay on 15 more days (or shifts) in a month, in a trade or craft in which the employee was employed at any time during which he accrued service credits under the plan, in the food service, gaming or hospitality industries organized by UNITE HERE Local 2850 and in the geographic area covered by the Plan.

8. DEATH BENEFITS/PRE-RETIREMENT SURVIVOR BENEFITS

If you are married, a Preretirement Survivor Benefit is paid to your lawful spouse upon your death prior to retirement, unless such annuity benefit is waived by your spouse (or unless the Individual Account balance is less than \$5,000). The annuity would be based on the amount in your Individual Account at the time of your death, plus any required adjustments. Your spouse may, however, waive such annuity and receive a lump sum benefit.

If you are not married and you are vested, upon your death, your Individual Account will be paid to your Designated Beneficiary.

9. DESIGNATION OF BENEFICIARY

If you are married, your spouse shall be entitled to any survivor benefits provided under the Plan, unless you and your spouse waive such benefits in a manner and form required by the Plan and/or the Trustees. If no Beneficiary has been designated or no designated Beneficiary has survived you, distribution of the balance in your account shall be made to your spouse, if any, and if none, to your children in equal shares, and if none, to your estate.

In designating a Beneficiary, you should provide the Trust with the name of your lawful spouse and/or any other Beneficiary. Each designation of Beneficiary or Beneficiaries must be in writing, signed, in a form acceptable to the Trustees and filed with the Trust during your lifetime.

You may name a beneficiary by obtaining a Beneficiary Designation Form from the Administrative Office or online at www.nwadmin.com and returning the completed form to the Administrative Office. You may change your beneficiary designation at any time by submitting an updated Beneficiary Form to the Administrative Office. To be considered valid, a new Beneficiary Designation Form must be received by the Administrative Office prior to your death. The last such designation filed with the Trustees shall control, except that if you are married, your spouse must consent to any change in Beneficiary.

10. HOW TO APPLY FOR RETIREMENT BENEFITS

To receive benefits to which you are entitled under the Plan, a written application for benefits in a form and manner prescribed by the Board of Trustees must be filed with the Administrative Office.

A. How to Apply for Retirement Benefits:

1. Obtain an Application for Retirement from the Administrative Office.
2. Because your benefit payments cannot be paid to you until your application has been received and processed by the Administrative Office, you should file your application at least 120 days before your retirement date.

Your effective retirement date under the Plan will be the first day of the month following the date that you terminate your employment with a participating employer and elect to retire under this Plan. (There may, however, be a delay in commencing your retirement benefits if you have not filed a timely and complete application.)

3. When you return the completed application to the Administrative Office, enclose a copy of your birth certificate or other proof of date of birth.

The acceptable proofs of your age are listed below in two Groups. Submit a photocopy of one of the proofs listed in Group I, if you have it or can possibly obtain it, since this proof of age is the more convincing.

GROUP I

- Birth certificate
- Baptismal certificate or a statement as to the date of birth shown by a church record, certified by the custodian of such record
- Notification of registration of birth in a public registry of vital statistics
- Certification of record of age by the U.S. Census Bureau
- Hospital birth record, certified by the custodian of such record
- A foreign government record
- A signed statement by the physician or midwife who was in attendance at birth, as to the date of birth shown on their records
- Naturalization record (photocopy not permitted; submit original)
- Immigration papers (photocopy not permitted; submit originals)

If you cannot submit a proof in the Group I listing, submit photocopies of **two (2)** of the proofs listed in Group II.

GROUP II

- Military record
- Passport (U.S. Passports may not be photocopied; submit original)
- Valid Driver's License or State Identification Card
- School records, certified by the custodian of such record
- Vaccination record, certified by the custodian of such record
- An insurance policy which shows the age or date of birth
- Marriage records showing date of birth or age (application for marriage license or church record, certified by the custodian of such record or marriage certificate)
- Other evidence such as notarized statements from persons who have knowledge of the date of birth
- Letter from the Social Security Administration stating your date of birth as shown in their records

4. You must also provide copies of any Marriage Certificates.

The acceptable forms of proof of marriage are listed below in two groups.

Submit a photocopy of one of the proofs listed in Group I, if you have it or can possibly obtain it, since this proof of foreign marriage is the more convincing, and at least one of the proofs in Group II.

GROUP I

- A foreign marriage license or certificate
- A foreign government record indicating that the couple is married; or Application for marriage license or church record, certified by the custodian of such record or marriage certificate

If you cannot submit a proof in the Group I listing (or cannot submit one proof from both Group I and Group II), submit (1) a notarized statement from each member of the couple, including marital status and date of marriage; (2) an Indemnification Agreement provided by the Plan Administrator, and (3) photocopies of **two** of the proofs listed in Group II.

GROUP II

- Naturalization records for each person documenting that each is married (photocopy not permitted; submit original)
- Immigration papers for each person documenting that each is married (photocopy not permitted; submit originals)
- An insurance policy which shows the couple is married to one another
- Letter from the Social Security Administration stating that couple is married to one another
- A signed, notarized statement from the clergyman or other official who performed the marriage ceremony
- Notarized statements of witnesses to the marriage ceremony
- A newspaper account of the wedding
- Notarized statements from at least two persons (other than individuals listed in Item 5 above) who have knowledge that a ceremony took place. Indicate in the statement the relationship of the person to the parties of the marriage. Get complete details explaining how the person knew of the ceremony
- Other evidence of probative value indicating a ceremony had taken place (e.g., photos taken at the ceremony)
- Purchase agreements, contracts, or leases executed by both parties. Automobile titles made out jointly in the names of the applicant and spouse; or
- Wills naming the other party as a spouse

5. You must also provide copies of any divorce documents including court orders, divorce decrees or Qualified Domestic Relations Orders (“QDROs”).

Instructions for submitting proofs of foreign divorce: The acceptable proofs of foreign divorce are listed below in two groups. Submit a photocopy of one of the proofs listed in

Group I, if you have it or can possibly obtain it, since this proof of divorce is the more convincing, and at least one of the proofs in Group II.

GROUP I

- A foreign divorce decree; or
- A foreign government record indicating that the couple is divorced and the date of divorce

If you cannot submit a proof in the Group I listing (or cannot submit one proof from Group I and Group II), submit (1) a notarized statement indicating divorce and including the date of divorce; (2) an Indemnification Agreement provided by the Plan Administrator, and (3) photocopies of **two (2)** of the proofs listed in Group II.

GROUP II

- Naturalization records for applicant indicating that applicant is divorced (photocopy not permitted; submit original)
- Immigration papers for applicant indicating that applicant is divorced (photocopy not permitted; submit original)
- Letter from the Social Security Administration stating that the applicant is divorced; or
- Notarized statements from at least two persons who have knowledge that the applicant is divorced, including knowledge of the date of divorce. Indicate in the statement the relationship of the person to the parties of the marriage. Get complete details explaining how the person knew of the divorce.

B. How the Beneficiary of a Deceased Participant Should Apply for Benefits:

1. Write to the Administrative Office stating your full name (e.g., Jane Doe, not Mrs. John Doe) and any relationship to the deceased.
2. Send a copy of the Death Certificate.

Instructions for submitting proofs of death of a spouse or former spouse in a foreign country: The acceptable proofs of death of a spouse or former spouse in a foreign country are listed below in two groups. Submit a photocopy of one of the proofs listed in Group I, if you have it or can possibly obtain it, since this proof of death is the more convincing, and at least one of the proofs in Group II.

GROUP I

- Foreign death certificate
- A foreign government record indicating that the person is dead
- Notification of death in a public registry of vital statistics of the foreign country; or
- Hospital death record, certified by the custodian of such record

If you cannot submit a proof in the Group I listing (or cannot submit one proof from Group I and Group II), submit (1) a notarized statement including date of spouse or former spouse's death; (2) an Indemnification Agreement provided by the Plan Administrator, and (3) photocopies of **two** of the proofs listed in Group II.

GROUP II

- A signed statement by the physician who was in attendance at death, including the date of death shown on their records
 - Letter from the Social Security Administration stating date of death as shown in their records; or
 - Notarized statements from at least two persons who have knowledge that the spouse or former spouse is dead, including knowledge of the date of death. Indicate in the statement the relationship of the person to the spouse or former spouse as well as to the applicant. Get complete details explaining how the person knew of the death.
3. Give the Participant's Social Security Number
 4. If the Participant was retired, return any benefit payments not cashed by the Participant before his or her death to the Plan office.

11. DEFERRAL OF TAXES ON YOUR INDIVIDUAL ACCOUNT

A primary benefit of your Retirement Plan is that the Plan invests your non-taxed dollars, which accumulate non-taxed earnings for your retirement. (Note, however, that Congress may change the tax laws.) Employer contributions to the Plan and investment income are not taxed in the year earned. You pay taxes when you withdraw monies from your account in the form of benefits. Additionally, in accordance with federal law, a ten percent (10%) tax penalty may be imposed on certain distributions received before age 59½ unless such distributions are made on account of death, disability, early retirement or other designated reasons, or such distributions are rolled over to an IRA or another qualified pension plan. **Note: the 10% penalty will not be withheld from any distributions made to you.**

When taxes become payable, how much tax is payable will depend on when and how you have the monies paid to you and on the tax laws in effect at the time. There is no guarantee; moreover, that you will earn any specific investment yield or that you will earn more than what you would earn in a regular savings account.

You have a limited time period (i.e., 60 days) after receipt of your pension benefits to roll them over to a rollover account or qualified plan. **It is recommended that you consult an accountant or a tax advisor before you terminate employment or retire.**

12. CLAIMS AND APPEALS

The Plan maintains a claims and appeals procedure that must be followed before a lawsuit can be filed. The purpose of these procedures is to provide the Trustees with an opportunity to reconsider action taken with respect to the subject matter of the appeal, and to make it possible for claims and disputes to be resolved fairly and efficiently without necessitating costly litigation and attorneys' fees.

Claims for benefits must be made on a form obtained from the Trust. The Trustees decide all matters concerning claims for benefits. The Trustees have the discretion to interpret the terms of the Plan and Trust Agreement and determine eligibility for benefits.

Under the Plan's claims and appeals procedure and as required by ERISA, if your claim for a pension benefit is denied in whole or in part, you will receive a written explanation of such denial which includes the specific reasons for the denial. The Plan will notify you of its determination on your claim within 90 days after submittal of the claim, unless special circumstances require additional time or more information must be obtained. If an extension is required, notice of such extension, indicating the reasons therefore and the date by which a final decision is expected to be rendered, shall be furnished to you prior to the expiration of the initial 90 day period. The notice of any denial shall set forth in a manner calculated to be understood by you (1) the specific reason or reasons for the denial; (2) specific reference to pertinent Plan provisions on which the denial is based; (3) a description of any additional material or information that is necessary for you to perfect the claim and an explanation of why such material or information is necessary; and (4) appropriate information as to the steps to be taken if you wish to submit your claim for review. You then have the right to have the Board of Trustees review and reconsider your claim.

To have your claim reviewed, you must file an appeal in writing with the Administrative Office within sixty (60) days of your receipt of the Board's initial denial of your claim. Your appeal must state the specific reasons the denial of the claim was in error. You may submit supporting documents or records, and you may examine records pertinent to your appeal which are in the possession of the Plan or the Board of Trustees. You have the right to representation throughout the review procedure.

If you have submitted all the required information and documentation in support of your claim for benefits, the review will normally be held and a decision rendered by the Board of Trustees at the first Trustee Meeting held after receipt of the appeal (unless received within 30 days of such meeting), but no later than the next meeting following receipt of your appeal. If special circumstances arise necessitating a delay in determining the appeal, a determination will be made no later than the third meeting following receipt of the appeal and you will be so notified of the extension in writing beforehand.

The Board's review of your appeal will take into account all comments, documents, records, and other information submitted by you without regard to whether such information was submitted or considered in the initial benefit determination. The Board's decision on review will be in writing and if your claim is denied, will include specific reasons for the decision. The decision of the Board of Trustees is final. You shall be notified of the decision within five (5) days of the Board's rendering of a decision. If a decision on the appeal is not rendered within the time periods set forth above, you may deem that the appeal has been denied.

You must comply with the above procedures, the provisions of the Plan and any rules and regulations adopted by the Trustees before you take any legal action against the Trust or the Board of Trustees in state or federal court.

When there are claims against the Plan arising from marital disputes, support obligations or community property interests of a Participant, the Board of Trustees shall have the discretion to assess any attorneys' fees and any other costs incurred by the Plan against the individual Participant's interest in the Fund.

The Board of Trustees are authorized, but not required, to enter into an agreement to arbitrate a disputed claim upon a written request from you or from a Surviving Spouse, or Alternate Payee or Beneficiary. The terms of any such agreement to arbitrate must be mutually agreeable to you and the Board of Trustees. In the event any such agreement to arbitrate is made, it shall specify all the terms of such agreement in writing and that no appeal will be made from any arbitration decision except upon grounds for appeal from an Arbitration Award pursuant to the provisions of the U.S. Code applicable to disputes other than a dispute involving an Employee Benefit Plan, as the terms are defined in ERISA.

13. AMENDMENT/TERMINATION/MERGER OF PLAN

The Board of Trustees have the discretion to amend or modify the Plan (and eliminate any benefits) at any time in accordance with the provisions of the Trust Agreement. However, no amendment

or modification may decrease the vested benefits of any Participant except as provided for in the Plan document or Trust Agreement. The Plan may also be discontinued or terminated in whole or in part. There is no guarantee that the Plan will last forever. The rights of all affected Participants to benefits accrued to the date of any amendment termination, partial termination, or discontinuance, to the extent funded as of such date, shall be nonforfeitable.

In the event of termination or partial termination of the Plan, the assets then remaining, after providing for the expenses of the Plan and for the payment of any vested Individual Accounts could be distributed among remaining Participants, and each Participant would be 100% vested in his or her accrued benefits and shall receive that part of the total remaining assets in the same ratio as his or her Individual Account, to the extent funded, bears to the aggregate amount of the Individual Accounts of all Participants. The assets are not returned to any Employer.

In the case of any merger or consolidation of the Plan with, or transfer in whole or in part, of the assets or liabilities of the Plan to any other pension plan, each Participant shall be entitled to a benefit immediately after the merger, consolidation or transfer which is at least equal to the benefit such Participant would be entitled to before such merger, consolidation or transfer (if this Plan had then terminated).

14. QUESTIONS AND ANSWERS

A. Who is covered by the Plan?

Members of Local 2850 employed in work covered by a collective bargaining agreement between your employer and Local 2850, if such agreement provides for contributions on your behalf to this Plan.

You become a Participant after having worked either 1,000 hours of covered employment within any twelve (12) consecutive months or having had employer contributions made on your behalf for four months within any twelve consecutive month period.

B. How much do I have to work to be fully vested in my benefits?

If you were not fully vested as of January 1, 1989, you will be 100% vested 1) after earning **three (3) consecutive Years of Service** or **five (5) Years of Service** which are not consecutive without incurring a Permanent Break in Service or 2) upon attaining Normal Retirement Age (**age 65**) while working in Covered Employment. In either case, you earn a Year of Service if you qualify for a contribution during four months in a Plan year under the collective bargaining agreement between Local 2850 and your employer, or you work 1,000 Hours of Service in covered employment within any twelve (12) consecutive months.

Example of How Participation, Vesting and Break in Service Rules Work

Say you began working for an employer contributing to the Plan on your behalf on January 1, 2018. Assume you earned 12 full months of contributions in 2018 and 2019. You were laid off for all of 2020, but returned in 2021 and continued to work full time and earned monthly contributions all that year and in 2022, but only for four months in 2023.

You did not have a Permanent Break in Service because you had a minimum of five years to come back into the Plan to avoid a forfeiture of service credits, but it did prevent you from earning three consecutive years of participation and vesting in 2020. Four months of contributions in 2023 was enough credit in that year to maintain your participation in the Plan and earn your 5th year of Vesting Service Credit.

If you are “vested,” you have a nonforfeitable right to your benefits as soon as you fulfill all the remaining conditions for eligibility for benefits set forth in the Plan, including the filing of a pension application.

C. How are my hours of service credited under the Plan?

In calculating your Hours of Service for vesting and participation purposes, you will be credited with the exact number of Hours of Service that are reported by your employer for each month. If your employer does not report your hours but a contribution was required to be made on your behalf, under the rules set forth in the collective bargaining agreement between your employer and Local 2850, you will be credited with 160 Hours of Service in that month.

D. Am I penalized if I do not work for short or long periods?

If you are not vested in your benefits, you incur a One-Year Break in Service if, you fail either to have had contributions made on your behalf at least four months in a Plan year, or you fail to work 500 Hours of Service during the Plan year. You incur a Permanent Break in Service — which would eliminate all your previous vesting and participation credits — if the number of your consecutive one-year breaks in service equals or exceeds five (5) Years of Service. (Thus, regardless of your Years of Service, you will not incur a Permanent Break In Service for at least five years.)

You will not incur a One-Year Break in Service if your failure to work the sufficient hours of service in covered employment is due to a permanent and total disability, as defined in the Plan. Similarly, you will not incur a One-Year Break in Service if you fail to work the sufficient number of hours because of pregnancy, birth of a child, placement of a child in connection with an adoption or caring for a newborn child during the period immediately following the birth or placement with you for adoption, care of an immediate family member with a Serious Health Condition, your Serious Health Condition, certain Qualified Military Service or certain other leaves of absence or you becoming an Inactive Participant.

E. Can I get my benefits if I terminate my employment?

If you are vested and you terminate your employment, you may be entitled to a benefit if you certify on forms provided by the Trustees that you have ceased working in the food service, gaming or hospitality industry for at least twelve (12) consecutive months. If you do not terminate such employment, you will have to wait until you reach age 65. You will have to file an application for your pension.

F. In what form will I receive my retirement benefits?

The normal form of benefit for an unmarried participant is a Life Annuity. If you are married, the normal form of benefit is a Joint and Survivor Annuity, which is a reduced monthly retirement benefit during your lifetime, and upon your death, your spouse receives one-half of the annuity during his or her lifetime. You may, however, with the consent of your spouse, waive the joint and survivor annuity and select another benefit option provided in the Plan, such as an annuity, a fixed period payment, a 75% Qualified Optional Survivor Annuity or a lump sum distribution. (If your total benefit is less than \$5,000, the Plan may require that you take your benefit in a lump sum. If your total benefit is more than \$1,000 but less than \$5,000 the Plan has the discretion to pay your benefit in a lump sum form but only if you have submitted an application to retire. However, if your total benefit is less than \$1,000 the Plan has the discretion to pay your benefit in a lump sum form regardless of whether you have submitted an application to retire).

G. Can I use my interest in the Plan as security or give my rights to someone else?

No. You are not allowed to assign, sell or otherwise dispose of your rights under the Plan, nor can anyone else obtain your rights, except that a court could order that all or a portion of our benefits under this

Plan be used to satisfy child or spousal support obligations pursuant to a qualified domestic relations order (QDRO).

H. Can I lose any contributions made to Trust on my behalf?

Yes. When money is invested, there is the chance of a loss. It is difficult to predict with certainty whether there will be a change in the economy or some other problem that might adversely affect the Trust's investments. Your Plan Trustees are, however, required by law to make prudent investments on your behalf.

You could lose part or all of your retirement benefits if the Trustees are unable to locate you when it comes time to make payments to you. **It is important, therefore that you (or your Beneficiary) keep an up-to-date mailing address on file with the Plan at all times.**

I. Who runs my Plan?

Only the full Board of Trustees of the Plan is authorized to run your Plan and to interpret the Plan document. The Trustees have delegated the day-to-day administrative responsibilities to Northwest Administrators, Inc. (NWA), a professional third-party administrator.

J. Where can I get information concerning the Plan?

This Summary Plan Description is only a brief description and a general summary of the Plan. Copies of the Plan and Trust documents, reports filed with the U.S. Department of Labor and annual audit reports are available for your inspection at the Trust Fund Office during normal working hours (and with advance notice of your request). You may obtain copies of these documents by written request. (You may be charged a reasonable copying expense.)

K. What should be done upon termination of employment?

You should contact the Trust Fund Office if you intend to terminate your employment or retire. Full information will then be provided as to your rights, amount of your benefits and documents that need to be completed to receive such benefits.

L. What do I need to do now?

Be sure that your name and social security number are correct with each employer for whom you work. Inform the Administrative Office in writing of any changes in your address, the name of your spouse and / or your Beneficiary.

ADDITIONAL INFORMATION ABOUT THE PLAN

The following information is required by government regulations.

A. Name of Plan: The name of the Plan is the “East Bay Restaurant and Tavern Retirement Plan.” The Plan’s IRS Employer Identification Number is 94-6076428.

B. Plan Administrator: The Board of Trustees of the East Bay Restaurant and Tavern Retirement Plan is the Plan Administrator. The Board of Trustees is ultimately responsible for ensuring that information regarding the Plan is reported to governmental agencies and disclosed to Plan participants and beneficiaries in accordance with ERISA. The Board of Trustees has engaged a professional administrator, Northwest Administrators, Inc. (NWA) to provide administrative services to the Plan.

C. Service of Process: Person designated as Agent for the Service of Legal Process: Northwest Administrators, Inc., 1182 Market Street, Suite 320, San Francisco, CA 94102. Service of legal process may also be made upon a Plan Trustee at the address noted below.

D. Plan Year: The Plan Year (and Fiscal Year) is January 1 – December 31. The last day of the Plan Year is December 31.

E. Board of Trustees

EMPLOYER TRUSTEES

Douglas Cornford
East Bay Restaurant and Tavern
Retirement Plan
c/o Northwest Administrators, Inc.
1182 Market Street, Suite 320
San Francisco, CA 94102

Jose Zarate
East Bay Restaurant and Tavern
Retirement Plan
c/o Northwest Administrators, Inc.
1182 Market Street, Suite 320
San Francisco, CA 94102

Kevin Gleason
East Bay Restaurant and Tavern
Retirement Plan
c/o Northwest Administrators, Inc.
1182 Market Street, Suite 320
San Francisco, CA 94102

UNION TRUSTEES

Wei-Ling Huber
UNITE HERE Local 2850
1025 Third Street
Oakland, CA 94607

Lian Alan
UNITE HERE Local 2850
1025 Third Street
Oakland, CA 94607

Yulisa Elenes
UNITE HERE Local 2850
1025 Third Street
Oakland, CA 94607

STATEMENT OF ERISA RIGHTS

As a Participant in the East Bay Restaurant and Tavern Retirement 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 Plan Administrator's Office (also known as the Administrative 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 Plan Administrator may make a reasonable charge for the copies.
 - Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
 - Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under 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 upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.
- **Enforce Your Rights**
 - If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.
 - Under ERISA, there are steps you can take to enforce the above rights. For instance, if 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 Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits 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 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(s) you have sued to pay your 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 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 Ave. 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.