# Western Washington U.A. Supplemental Pension Plan

Summary Plan Description (SPD)







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Read this booklet carefully. Keep it with your important papers and refer to it when necessary. If you lose your copy, you may obtain another from the administrative office.

You may want to discuss the tax consequences of any withdrawal of funds or selection of a distribution option with a tax advisor.

For a more complex legal document, see the official Plan Document that governs the Plan. If there is any discrepancy between this SPD and the Plan Document, the Plan Document will govern.

### Introduction: Your SPD

Western Washington U.A. Supplemental Pension Plan (the "Plan") is a defined contribution retirement plan primarily for members of U.A. Locals 26, 32 and 44. The Plan is funded with both collectively bargained and voluntary member contributions (that is, 401(k) contributions).

Wondering how the Western Washington U.A. Supplemental Pension Plan works? Read this Summary Plan Description ("SPD") that explains the Plan rules as of January 1, 2024.



# Western Washington U.A. Supplemental Pension Plan Overview

When You Can Participate	You may begin participating as soon as you begin work in an approved job classification.
Bargained Contributions	Collective bargaining agreements between participating employers and U.A. locals set the bargained contribution (normally an hourly rate).
Your Contributions	For your own contributions, you elect whether to make pre-tax or Roth after-tax contributions, or a combination of both. You also decide how much to contribute, up to Plan and IRS limits.
Investment Growth (Tax-Deferred and Tax-Free)	You do not pay income taxes on your pre-tax contributions, bargained contributions or earnings on those funds until you receive them. You will receive earnings on Roth after-tax contributions tax-free as long as you receive the distribution at least five years after your first Roth after-tax contribution and you are at least age 59½.
Investment Choices	You can choose from a variety of investment options. Log on to <b>millimanbenefits.com</b> for an up-to-date list of investment choices.
Vesting	You are always 100% vested in (that is, you own) the value of all contributions to your account and any related earnings.
Withdrawals	The Plan is primarily a long-term retirement savings program. However, hardship withdrawals are available in certain circumstances.
Access to Information	For questions about participation, eligibility for benefits or any matter of Plan administration, contact the Plan administrative office:
	Zenith American Solutions 11724 NE 195th Street, Suite 300 Bothell, Washington 98011-8242 Phone: (206) 352-9728 / (888) 406-3246 Fax: (206) 298-3422
	Update your personal information (address, phone number, marital status, etc.) with Zenith American Solutions before calling the Milliman Benefits Service Center. You can review your work history hours and contributions at <b>zenith-american.com</b> .
	For questions about your investment options and Plan account, contact the recordkeeper: Milliman Benefits Service Center PO Box 601524 Dallas, TX 75360-1524 (800) 481-7336
	You can review your account balances at <b>millimanbenefits.com</b> .

# Read. Watch. Learn.

Take advantage of the free resources on **millimanbenefits.com**. You'll find articles, calculators and videos to help you make the most of your Plan. Learn saving basics, explore age-based checklists and use the tools to run your numbers. To access these resources, click on Financial Wellness at the top of the page.

Whether you are just starting your working career or you are close to retirement, the Western Washington U.A. Supplemental Pension Plan can help you prepare for the future and build savings for retirement.

### Simple Steps To Get Started

#### □ DECIDE WHAT PORTION OF YOUR HOURLY WAGES YOU WANT TO SAVE

Complete the *Voluntary Pre-Tax and Roth 401(k) Contribution Form* and return it to your employer.

#### □ ACCESS YOUR ACCOUNT

- Website: Visit millimanbenefits.com and select "Register."
- Milliman Mobile Benefits App: Download from the App Store or Google Play.
- Milliman Benefits Service Center: Call (800) 481-7336 or use Web Chat on millimanbenefits.com. Representatives are available Monday through Friday from 5 a.m. to 5 p.m. Pacific time.

#### ☐ CHOOSE YOUR INVESTMENTS

- Review the Annual Fee Disclosure and Fund Sheets at millimanbenefits.com (Account Details > Documents + Forms > Plan Information) that highlight the individual options in the Plan.
- To make your elections, log on to millimanbenefits.com and click on Account Details > Investments or call the Milliman Benefits Service Center at (800) 481-7336.
- If you do not make an election, your account will default to the age-appropriate Target Date Retirement Fund.

#### □ PROTECT YOUR FAMILY: NAME A BENEFICIARY

To name your beneficiary at **millimanbenefits.com**, click on the Profile Icon in the upper right hand corner of the screen and choose Beneficiaries. You may also complete a *Designation of Beneficiary Form* and return it to Milliman at the address on the form.

### Your Quarterly Account Statement

Milliman will summarize your activity in a quarterly statement that will be provided electronically or mailed to you, depending on your contact information on file.

You have the right to request and obtain a free paper version of your statement at any time. You can change the way you receive your statement and notices at **millimanbenefits.com**. Go to Personal Information under the profile icon at the top of the page. You may also request a paper statement and/or opt out of electronic delivery by contacting the Milliman Benefits Service Center.

#### **SECURITY TIPS**

Follow these simple tips to safeguard your account information.

- Create a username that's easy for you to remember but difficult for others to guess.
- Change your password on a regular basis.
- Don't use simple words or personal information for your username or password.



## **Participation**

You can participate in the Plan if your employer is required to contribute on your behalf under the terms of a collective bargaining agreement with a participating U.A. local. You may begin participating immediately.

To start saving, complete the *Voluntary Pre-Tax and Roth 401(k) Contribution Form* and return it to your employer. Your participation will begin as soon as administratively possible after you enroll in the Plan and the first contribution is made to your account. Participation ends when you no longer have an account balance in the Plan.

### Vesting

You are always 100% vested in — have full ownership of — all of your contributions and all bargained contributions.

### Contributions

The recordkeeper tracks all contributions made on your behalf in an individual account.

#### **BARGAINED CONTRIBUTIONS**

Collective bargaining agreements between participating employers and U.A. locals establish your employer's contribution rate. To obtain a list of the contributing employers and a copy of their collective bargaining agreements, submit a written request to the administrative office or contact your union.

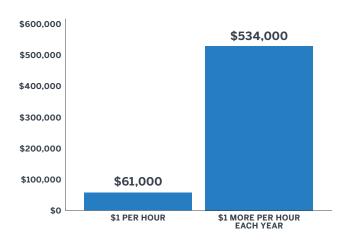
#### YOUR CONTRIBUTIONS

You may contribute a portion of your wages (for example, \$0.50 per hour or \$12.50 per hour) to the Plan by payroll deduction. You can change the amount you are saving at any time. Changes become effective as soon as administratively feasible.

#### **Example: Are You Saving Enough for Retirement?**

Take a smart step! Increasing your savings by \$1 more per hour each year — beginning at age 40 and retiring at age 60 — results in an additional \$473,000!

Assumptions: Salary \$75,000, Age 40, Retire Age 60, 1,500 annual work hours, 6% rate of return, capped at IRS limits



 YOUR CONTRIBUTIONS (EXCLUDES BARGAINED CONTRIBUTIONS)

#### **Pre-Tax Contributions**

Pre-tax contributions are deducted from your pay before income taxes are calculated. This saving strategy reduces your current taxable income, so you pay less federal income tax now. By paying less in taxes, you increase the amount you can save. You pay income taxes on your pre-tax contributions (and any related earnings) when you withdraw them from your account later in retirement.

#### **Roth After-Tax Contributions**

You pay taxes on Roth after-tax contributions when they are deducted from your pay. Your current-year taxable income is not reduced. Because you have already paid taxes on the amounts you contributed, you do not pay taxes on your contributions when you withdraw them from your account. With Roth after-tax contributions, you will receive any earnings tax-free as long as they are withdrawn as part of a qualified distribution:

- The distribution is made at least five years after your first Roth after-tax contribution, and
- You are at least age 59½ or permanently disabled at the time of the withdrawal.

By paying taxes up front and letting the required waiting period lapse, you can create tax-free retirement income.

#### Pre-Tax vs. Roth After-Tax Contributions: Pay Taxes Today or in the Future?

The example below shows how saving with pre-tax and Roth after-tax contributions affects your current take-home pay. This example assumes pay of \$38.46 per hour for 2,080 hours per year with a contribution rate of \$2.50 per hour.

	PRE-TAX CONTRIBUTIONS	ROTH AFTER-TAX CONTRIBUTIONS
Annual pay	\$80,000	\$80,000
Pre-tax contributions	- 5,200	- O
Taxable pay	\$74,800	\$80,000
Estimated federal income tax*	- 8,976	- 9,600
Roth after-tax contributions	- O	- 5,200
Take-home pay	\$65,824	\$65,200
Tax savings today with	\$624	\$0
pre-tax contributions**		(but gains tax-free growth)

<sup>\*</sup> Assumes 12% tax withholding and does not include Social Security, Medicare or any applicable state taxes.

#### **Catch-Up Contributions**

If you are at least age 50 by the end of the year, you can make extra catch-up contributions to the Plan on a pre-tax or Roth after-tax basis, up to the annual limits. This catch-up limit may change from year to year (for 2024, limit is \$7,500). Catch-up contributions are invested the same as other contributions; you just get higher annual contribution limits after you reach age 50.

#### **Rollover Contributions**

If you participated in another qualified retirement plan, you may be able to transfer, or roll over, some or all of your accounts. The Plan accepts eligible rollovers directly from another qualified retirement plan that meets certain legal requirements. Contact the Milliman Benefits Service Center for forms and procedures.

#### **LIMITS ON CONTRIBUTIONS**

The IRS limits the amount of pay you may contribute to Plans like ours.

- **Contribution Limit:** The IRS imposes a limit on the total pre-tax and Roth after-tax contributions you may make to the Plan for any calendar year (for 2024, \$23,000 or \$30,500 if you are age 50 or older).
- Limits Based on Contribution Test As Required by the IRS: The Plan may also set limits to ensure the Plan meets certain IRS requirements. The IRS requires an annual contribution test to make sure that participants at all pay levels benefit from the Plan on a relatively similar basis.
- Annual Contribution Limits: Federal law limits the annual amount that may be allocated to your individual accounts (for 2024, lesser of \$69,000 or 100% of compensation). Rollover contributions are not included in this annual contribution limitation.

You are responsible for keeping track of the ongoing total of your contributions to the Plan each year. If your contributions exceed the annual maximums, we will return any excess to you (adjusted for earnings and losses).

### Get Your RISE Score™

Check your Retirement Income Security Evaluation Score (RISE Score) on **millimanbenefits.com** to see how financially prepared you are for retirement.

Your score is expressed as a single number, like a credit score, that helps you assess how well you are doing. The higher your score, the more likely you'll be able to achieve a healthy financial outcome.

<sup>\*\*</sup> You will pay taxes on your pre-tax contributions and their earnings when you withdraw them from the Plan. If you withdraw your Roth after-tax contributions as part of a qualified distribution, you will not pay any taxes on the earnings. You pay the taxes on the contributions when we deduct them from your pay.

## **Investment Options**

You can direct your contributions in 1% increments to one or more of the Plan's investment options. The Trustees may change the investment options over time. The Fund Sheets at **millimanbenefits.com** (Account Details > Documents + Forms > Plan Information) explain these options and their investment objectives.

If you do not direct your contributions, we will invest your contributions in a targeted-portfolio based on your age and years to normal retirement. Once the recordkeeper receives your form, we will direct future contributions to your investment election. To transfer your contributions from one investment fund to another, log on to **millimanbenefits.com** or mail a transfer of funds election to the Milliman Benefits Service Center.

### Withdrawals and Distributions

#### FINANCIAL HARDSHIP WITHDRAWALS

The IRS has specific rules about financial hardship withdrawals. You must provide acceptable proof that you have a financial hardship before we can approve your withdrawal. Only self-contributed Employee Pre-tax funds (excluding earnings) may be withdrawn under this provision.

To qualify for a financial hardship withdrawal under IRS rules, you must:

- Need the money for an immediate and severe financial need
- Not be able to meet the need by stopping contributions to the Plan
- Have no other funds available to you, your spouse or your minor children to meet this need, including reimbursement or compensation by insurance, liquidation of assets or loans, and
- Withdraw only enough money necessary to meet this need (including any federal, state and local taxes and penalties).

You may request a financial hardship withdrawal for the following reasons:

- Purchase your primary home (not including mortgage payments)
- Prevent eviction from or foreclosure on your primary home
- Pay higher-education tuition and room and board for the next
   12 months for you, your spouse, dependent children or dependents
- Pay tax-deductible medical expenses for you, your spouse or your dependent children (if not paid by insurance)
- Pay for funeral expenses for a family member, or
- Pay expenses related to repair of your primary home that would qualify for the casualty deduction.

#### RETIREMENT BENEFITS

You can receive benefits under this Plan when:

- No contributions are received for six consecutive months
- You reach age 55 and retire (early retirement)
- You reach age 60 and retire (normal retirement)
- You become totally and permanently disabled for at least three months, or
- You die.

The Internal Revenue Code requires payment of your benefits no later than April 1 following the calendar year in which you attain age 73\* or retire, whichever occurs later.

\* Earlier distributions may be required if you reached age 70½ before 2020 or age 72 before 2023.

Total and permanent disability means a physical or mental condition that has become fixed and results from a bodily injury, disease or mental disorder that renders you permanently incapable of performing work under the jurisdiction of a U.A. collective bargaining agreement and which, based on medical evidence provided to the Plan, is expected to be permanent.

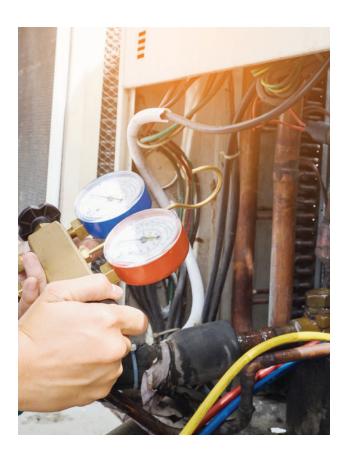
#### **APPLYING FOR BENEFITS WHEN YOU RETIRE**

Benefits are paid based on the balance in your individual account. To apply for a benefit, call the Milliman Benefits Service Center at (800) 481-7336 or go online to **millimanbenefits.com** and request an application. Return it at least 45 days before you intend to retire. The application must include your marriage license (if applicable) and birth certificates for you and your spouse (if applicable).

We could delay payment of benefits if you:

- Fail to file a completed application or other forms required before the date you want your benefits to begin.
- Fail to provide information or give false information to verify disability, age, beneficiary information, or other vital information.
- Make any false statements to the administrative office, recordkeeper, Board of Trustees or any other Plan advisor regarding the payment of benefits or other issues related to the Plan.
- Have in place a Qualified Domestic Relations Order (QDRO) to your spouse, your former spouse, or for support of your children or other dependent. See additional information on page 4 of the Plan Document.

If the Plan denies your application for benefits, you or your beneficiary can file an appeal. See page 12.



#### PAYMENT OPTIONS

If your account balance is:

- \$7,000 or less, we will pay the entire benefit in a lump sum.
- Greater than \$7,000 and you:
  - Are not married when you retire, the normal form of payment is a single life annuity that provides a monthly benefit for as long as you live.
  - Have been married for at least one year when you retire, the normal form of payment is:
    - A 50% joint and survivor annuity that provides you with a monthly benefit for as long as you live. If you die, your surviving spouse will receive 50% of the amount paid to you for the remainder of his or her lifetime.

#### OR

A 100% joint and survivor annuity that provides you with a lower monthly benefit during your lifetime. If you die, your surviving spouse will receive 100% of the amount paid to you for the remainder of his or her lifetime.

You may choose one of the following payment options (subject to spousal consent if applicable):

- One lump sum (paid directly to you, rollover or a combination).
- Installments (monthly, quarterly or annually).
- Partial distributions (once per year and must be greater than \$5,000).
- Single life annuity with monthly payments made over your lifetime.
- Contingent beneficiary annuity (if you are single) that provides reduced monthly benefits for your lifetime. When you die, your surviving beneficiary will receive a monthly benefit of either 50% or 100% of the amount paid to you for the remainder of his or her lifetime.

You may not change your election after your first payment has been made.

# JOINT & SURVIVOR ANNUITY FACTS

- If you are married and want to select a form of payment other than joint and survivor or choose to name a beneficiary other than your spouse, you must have your spouse's consent in writing. The consent must be witnessed by a Plan representative or notary public.
- Federal law requires the Plan to provide a written explanation of the joint and survivor annuity at least 30 days before any benefits begin unless you and your spouse waive the 30-day waiting period in writing. If you or your spouse waives the waiting period, we still cannot pay Plan benefits for at least eight days after you receive the explanation.
- If your spouse dies after you retire, your pension benefit will not increase.
- If you divorce after you retire, in most instances (that is, unless a court order provides otherwise), your former spouse will retain his/her portion of your benefit. If you remarry, you may not transfer your former spouse's benefit to your new spouse.

#### **DEATH BENEFITS**

If you die before you fully withdraw the balance in your individual account and your account balance is more than \$7,000, your surviving spouse will receive a monthly benefit for his or her lifetime based on your account balance as of the date of distribution. Your spouse may waive the survivor annuity and request a lump sum payment instead (including making a lump sum rollover to an IRA to defer when taxes are owed).

If you are not married, the Plan will pay a lump sum to your beneficiary, who will have the option of rolling over the lump sum to an IRA in order to spread out when taxes are owed.

If you die without naming a beneficiary, the Plan will pay your account balance:

- To your spouse if you are married;
- To your heirs if you are single; or
- To your estate.

#### INFORMATION ABOUT YOUR INDIVIDUAL ACCOUNT

You could see a loss in the value of your individual account if:

- You invest in or have losses, such as depreciation in the market value, and
- Your share of Plan expenses exceeds your contributions and earnings.

Your individual account could decline to zero if you work only a few hours a year and your share of the Plan's expenses exceeds the combination of the contributions paid on your behalf and the net investment gains credited to your account.

If the Plan is unable to locate you despite reasonable efforts and neither you nor any beneficiary submits an application for benefits for a period of five years, your individual account may be closed and the balance used to help pay the Plan's expenses.

Your payments may be delayed until all your paperwork is received in good order. Your payments will be processed as soon as administratively possible. Until then, your account is subject to market risk.

### Tax Information

#### **DEFERRAL OF TAXES**

Pre-tax dollars accumulate with tax-deferred earnings for your retirement. You pay taxes on pre-tax contributions and tax-deferred earnings as you receive your benefits. When taxes are due and how much tax is owed will depend on when and how you have the money paid to you and on the tax laws in effect at the time.

#### **10% PENALTY**

If you receive an early distribution, you may owe a 10% non-deductible penalty tax. Exceptions include distributions if you stop contributing at age 55 or older, or due to disability or death. For example, if you receive a lump sum distribution when you terminate employment at age 45, the 10% penalty applies. This tax is in addition to any other income taxes payable on a distribution or withdrawal.

#### 20% TAX WITHHOLDING

Federal law requires the Plan to withhold 20% for taxes on benefits paid directly to you. The Plan will send the 20% to the IRS as income tax withholding for the current year. If you have questions, consult the IRS or a tax planner.

#### **REQUIRED MINIMUM DISTRIBUTION PENALTY**

Beginning in 2023, the IRS will assess a 25% late-payment penalty if you do not begin receiving benefits by April 1 of the year following the year you attain age 73\* or when you retire, whichever occurs first.

For each retiree required to take an annual minimum distribution, the amount is set by an IRS table designed to ensure payout over your lifetime. The late-payment penalty is 25% of this amount. For example, if your required minimum distribution is \$5,000 and you do not take your benefit, the IRS will assess a penalty of \$1,250.

The IRS may reduce the late-payment penalty to 10% or waive it under certain circumstances. You are advised to consult with your tax adviser to ensure you receive your annual benefit and that it is accurately reflected for tax purposes.

\* Earlier distributions may be required if you reached age 70½ before 2020 or age 72 before 2023.

#### **ROLLOVERS AND TAX WITHHOLDING RULES**

If you are eligible to receive your benefits in a lump sum, you may roll over your distribution in two ways. You may have the money:

- 1. Paid to you or
- 2. Paid as a direct rollover to an individual retirement account (IRA) or another qualified employer plan.

Your choice will affect the tax you owe.

#### **Direct Rollover**

If you choose a direct rollover, your payment from the Plan:

- Will not be taxed in the current year and no income tax will be withheld, and
- Must be made directly to your IRA or, if you choose, to another qualified employer plan that accepts your rollover, and
- Will be taxed when you take it out of the IRA or employer plan.

#### **Paid Directly to You**

If you choose to have the benefits paid directly to you:

- You will receive 80% of the benefits in your individual account, and
- The remaining 20% is automatically sent to the IRS for income tax withholding as required by law.

If you decide later to roll the 80% you received into an IRA or other eligible plan, the 20% withholding for taxes is still payable to the IRS and cannot be returned to you.

Unless you roll over your payment, it will be taxed in the current year. You may be able to use special tax rules that could reduce the tax you owe. If you receive the payment before the Plan's early retirement age of 55, you also may have to pay an additional 10% penalty. For more information, consult your tax/financial advisor and see the Special Tax Notice, which is part of the Distribution Form at millimanbenefits.com.



### Plan Administration

This section provides information about special situations that may affect your Plan benefits.

#### YOUR BENEFIT CANNOT BE ASSIGNED

You may not borrow against your retirement account or use it as security or collateral for a loan or otherwise transfer your rights. Your retirement account is exempt from claims of creditors, such as garnishments or executions, except for certain divorce and child support orders as shown above and certain claims that the IRS may assert.

#### **TERMINATION OF THE PLAN**

The Trust Agreement governing the Plan gives the Board of Trustees the authority to terminate the Plan, although they do not currently intend to do so. The Trust Agreement also provides that the Plan will terminate on the expiration of all collective bargaining agreements and special agreements requiring contributions to the Plan.

If the Plan terminates, your benefits and the balance in your individual account will remain fully vested but no further bargained or participant contributions will be received. The Trustees will wind up the affairs of the Plan, and any surplus funds remaining in the Plan after the payment of expenses will be allocated among the participants and beneficiaries in accordance with the Internal Revenue Code and ERISA.

#### **APPEAL PROCEDURES**

You may ask the Trustees to conduct a hearing if:

- You (or your beneficiary) apply for benefits, which are ruled ineligible.
- You believe you did not receive the full amount of benefits to which you were entitled.
- You are otherwise adversely affected by any action of the Trustees.

You must make your request in writing to the administrative office within 60 days after you are apprised of, or learn of, the action. If you have applied for disability retirement, you have 180 days instead of 60 days to request a hearing. The Trustees shall then conduct a hearing at which you or your beneficiary may present your position and any evidence supporting your claim. An attorney or other representative of your choice may represent you or your beneficiary at any hearing. Following the hearing, the Trustees will issue a written decision affirming, modifying or setting aside the former action.

If you or your beneficiary are dissatisfied with the written decision of the Trustees, you have the right to appeal the matter to arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. To do so, submit a request for arbitration to the Trustees, in writing, within 60 days of receipt of the written decision if you are not appealing a denial of disability retirement benefits. If you request an appeal to arbitration, the Trustees shall submit a certified copy of the record upon which the Trustees' decision was made to the arbitrator.

Questions for the arbitrator shall be whether: (1) the Trustees were in error on an issue of law, (2) they acted arbitrarily or capriciously in the exercise of their discretion, or (3) substantial evidence supported their findings of fact.

The decision of the arbitrator shall be final and binding upon the Trustees, the appealing party and all other parties whose interests are affected.

Pursuant to regulations issued by the U.S. Department of Labor, participants who have applied for disability retirement benefits and whose applications have been denied by the Trustees may not appeal the Trustees' decision to arbitration, but must file suit instead in a state or Federal court.

#### **PLAN EXPENSES**

The expenses of administering the Plan may be paid from Plan assets. Net investment gains (after expenses) are also credited to the individual accounts, and any investment losses and Plan expenses that are not charged against investment income are deducted from the accounts. You can receive additional information on the expenses and fees charged to your individual account from the Milliman Benefits Service Center.

# Important Plan Information

This Plan operates like a defined contribution plan with a profit-sharing component and 401(k) feature. Therefore, the federal Pension Benefit Guaranty Corporation (PBGC) does not insure it. The PBGC insures only defined benefit pension plans.

Plan Name	Western Washington U.A. Supplemental Pension Plan	
Plan Sponsor and Plan Administrator	Joint labor-management Board of Trustees, three appointed by participating U.A. locals and three by the Mechanical Contractors Association of Western Washington	
Type of Plan	The Plan is a collectively bargained multi-employer 401(k) plan. For purposes of the Internal Revenue Code, the Plan is considered a profit sharing plan.	
Plan Year	January 1 to December 31	
Employer ID Number	91-1879397	
Plan ID Number	001	
Collective Bargaining Agreements	Several Collective Bargaining Agreements between contributing employers and U.A. Locals 26, 32 and 44 maintain this Plan. To receive a copy of your Collective Bargaining Agreement, write the administrative office or ask your local union.	
Plan Administrator (Administrative Office)	Zenith American Solutions 11724 NE 195th Street, Suite 300 Bothell, Washington 98011-8242 (206) 352-9728 / (888) 406-3246 zenith-american.com	
Plan Trustee*	Board of Trustees of the Western Washington U.A. Supplemental Pension Plan	
Union Trustees*	Jeffery J. Owen, Todd Taylor and Ryan Miller	
Management Trustees*	Jeff White, Robin Cowper and Stacy Johnson	
Persons Designated for Service of Legal Process	Les Coughran Barlow Coughran Morales & Josephson, P.S. 1325 Fourth Avenue, Suite 910 Seattle, WA 98101	
Plan Recordkeeper	Milliman Benefits Service Center PO Box 601524 Dallas, TX 75360-1524 (800) 481-7336 millimanbenefits.com	
Entities Holding and Investing Plan Assets	Matrix Trust Company 2800 North Central Avenue, Suite 900 Phoenix, AZ 85004	

<sup>\*</sup>c/o Zenith American Solutions

### Your Rights Under ERISA

As a participant in the 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 the rights described in this section.

#### **RECEIVING INFORMATION ABOUT YOUR PLAN AND BENEFITS**

At any time, you may:

- Review the Plan's governing documents, including collective bargaining agreements and the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration, at the Plan administrator's office and at other locations, such as worksites and union halls.
- Request (in writing from the Plan administrator's office) copies of the above documents governing the operation of the Plan as well as the updated Summary Plan Description. The Trustees may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The law requires the Trustees 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 60) 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 statements will tell you how many hours of service you must complete to get a right to a pension. You may request this statement in writing once every 12 months. The Plan must provide the statement at no 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.

#### **ENFORCING 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, you can take steps 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 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 Plan administrator.

If you have a claim for benefits that is denied or ignored in whole or in part, you have a right to a hearing before the Trustees, at which time you may present your position and any supporting evidence. You also have a right to representation by an attorney or any other representative of your choosing. If you are dissatisfied with the Trustees' determination, you may request arbitration in accordance with the Labor Administration Rules of the American Arbitration Association unless the claim is one for disability retirement benefits, in which case you may file suit in a state of 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 the Plan's or other defendants' costs and fees (for example, if it finds your claim is frivolous).

#### **ASSISTANCE WITH YOUR QUESTIONS**

IF YOU HAVE QUESTIONS	WHERE TO CALL
About the Plan	Plan Administrative Office
	Zenith American Solutions 11724 NE 195th Street, Suite 300 Bothell, Washington 98011-8242 Phone: (206) 352-9728 / (888) 406-3246 Fax: (206) 298-3422
About your rights under ERISA or need help obtaining documents from the Plan Administrator	Nearest office of the Employee Benefits Security Administration, U.S. Department of Labor located at:  Employee Benefits Security Administration Seattle District Office 300 Fifth Avenue Suite 1110 Seattle, WA 98104 Phone: (206) 757-6781 Fax: (206) 757-6662
About how to obtain certain publications about your rights and responsibilities under ERISA	(866) 444-3272 https://www.askebsa.dol.gov/WebIntake/Home.aspx

The Board of Trustees may amend the Plan from time to time. We will notify you if we make significant Plan changes. Before you retire and apply for benefits, contact the administrative office to see if any Plan changes have occurred.

No participating employer, employer association, labor organization or listed entities (nor any individual employed thereby) has any authority to alter or interpret the terms of the Plan. The Board of Trustees authorizes only the administrative office or recordkeeper to answer your Plan questions.

From time to time, we may correct a data or typographical error in an audit or review. The Board of Trustees reserves the right to make corrections when an accounting or similar mistake is discovered.



