

SUMMARY PLAN DESCRIPTION  
OF THE  
TEAMSTERS LOCAL UNION NO. 572  
RETIREMENT BENEFIT PLAN

January 1, 2011

## **A MESSAGE ABOUT THIS BOOKLET TO ALL PARTICIPANTS**

We are pleased to provide you with this Summary Plan Description which explains the benefits available to you under the Teamsters Local Union No. 572 Retirement Benefit Plan ("Plan"). The information in this booklet is effective January 1, 2011, and supersedes and replaces all information previously provided to you. We strongly urge you to read this booklet carefully in order to understand your rights and obligations as a participant in this Plan.

We have attempted to explain each section as clearly as possible. If you have any difficulty understanding any part of this booklet, or have any questions, you should contact the Plan's third party administrator "Plan Administrator", Benefit Programs Administration, located at 1200 Wilshire Blvd., Los Angeles, CA. 90017. The Plan Administrator's Office hours are from 8:30 a.m. to 4:30 p.m. Monday through Friday. You may also contact the Plan Administrator's Office at the following telephone numbers: (562) 463-5040 or (888) 410-1756, or by facsimile at (562) 463-5894.

This booklet does not try to cover all of the detailed provisions contained in the Teamsters Local Union No. 572 Plan Document and the related Trust Agreement. The specific legal rules governing the administration of the Plan and your rights under the Plan are found in the Plan Document and related Trust Agreement. In the event there is a conflict between the Plan documents and this Summary Plan Description (or any oral or written communication), the Plan Document will control.

The nature and extent of the benefits provided by the Plan and the rules governing the eligibility are determined solely and exclusively by the Board of Trustees of the Plan whose names and addresses are listed in this booklet. Neither your Employer, the Union, nor employees of the Plan's third-party Administrator, have authority to alter benefits or eligibility rules. Any interpretations of the Plan given by your Employer, your Union or employees of the Plan's third party Administrator cannot enlarge or change such benefits or eligibility rules. In accordance with the terms of the Trust Agreement, the Board of Trustees reserves the right to alter the nature and extent of benefits provided under the Plan and amend the rules governing eligibility for benefits at any time.

It is very important to inform the Plan Administrator's office of any change in your mailing address to ensure that you receive all communications from the Plan in a timely manner.

Sincerely,

(Board of Trustees)

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## **HOW DO I BECOME ELIGIBLE TO PARTICIPATE IN THE PLAN?**

If your employment with the Employer adopting this Plan (the "Employer") is governed by a collective bargaining agreement, or other agreement between the Employer and the Union providing for participation in the Plan, or you are otherwise made eligible under the Trust Agreement, you are eligible to participate in the Plan as an Eligible Employee.

As an Employee of an Employer and as an Eligible Employee, you will become a Participant in the Plan on the first day following your date of employment or reemployment, or, if later, the date you become an Eligible Employee.

## **HOW DO I EARN AN "HOUR OF SERVICE?"**

You will earn an "Hour of Service" for each hour for which you receive or are entitled to receive payment from the Employer for the performance of services for the Employer. In addition, you will earn an Hour of Service for regularly scheduled working hours during each period of absence from work for which you are paid, or are entitled to payment, for reasons other than the performance of duties, such as vacation, holiday, illness, jury duty, incapacity, leave of absence, military duty or layoff, but you will not be credited with more than 501 Hours of Service for any single period of absence.

In addition, in determining whether a Break in Service has occurred (whether you can bridge the break in service) you will earn an Hour of Service for regularly scheduled working hours up to a maximum of 501 hours for any approved leave of absence and for any absence from work because of (1) your pregnancy, (2) the birth of your child, (3) placement of a child with you for adoption, or (4) your caring for a child for a period beginning immediately following the birth of your child or the placement of a child with you for adoption.

You will incur a "Break in Service" if you fail to earn at least 500 Hours of Service in any Plan Year.

## **DO I EARN CREDIT FOR MILITARY SERVICE?**

Participants who satisfy conditions imposed by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) will be entitled to have contributions, but not investment income, added to their Individual Account for a period of Qualified Military Service. To receive credit, you must have left employment for an Employer in a job classification covered by an agreement providing for contributions to the Plan to join the military.

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

1. Your separation from military service must be other than disqualifying under USERRA, such as where you have a dishonorable discharge or bad conduct discharge.
2. The total length of your absence due to military service may not exceed five years.
3. You return to work following military service within the time allowed by law.

If you meet these conditions, your Individual Account will be credited with contributions for every week of Qualified Military Service at a rate based on the average amount of hours you worked under this Plan during the 12-months prior to your Qualified Military Service. Until you or your Employer notifies the Administrative Office that you have met the foregoing conditions you will not receive credit for your military service.

As the rules for crediting military service are complex, we recommend that you contact the Plan Administrator before you leave or after you return from military service. If you believe you may be eligible for contributions for a period of military service you will be required to provide the Plan Administrator with accurate record of your service.

### **EMPLOYER CONTRIBUTIONS**

Contributions are made to the Plan by your Employer. If you have satisfied the eligibility requirements for an allocation of an Employer contribution, you will receive an allocation for the Plan Year. Each Plan Year the Employer will contribute on behalf of each Participant eligible to receive a contribution to his or her Account under the collective bargaining agreement, or other agreement with the Board of Trustees. The amount contributed for each Hour of Service is based on the provisions of the Employer's collective bargaining agreement, or other agreement. The amount of annual compensation that can be taken into account in determining the Employer's contribution cannot exceed \$200,000.

### **LIMITATIONS ON CONTRIBUTIONS**

The Internal Revenue Code contains limitations on the contributions which may be made to the Plan on behalf of any one Participant. No contributions may be made to the Plan which exceeds any of the limits imposed by the Plan or by the Internal Revenue Code.

### **ROLLOVERS AND TRANSFERS TO OR FROM THE PLAN**

To the extent permitted by the Plan and applicable law, you may make rollover or direct transfer contributions to the Plan. In addition, subject to uniform rules established by the Plan Administrator and subject to applicable law, you may transfer some or all of your Plan Account to another tax qualified plan, to a governmental 457(b) plan, to an IRA, Roth IRA, or to certain annuity contracts. You should contact the Plan Administrator to obtain more information and/or approval of the Plan Administrator before taking steps to have a transfer or rollover made to or from the Plan.

### **INVESTMENT OF CONTRIBUTIONS**

The Board of Trustees will invest the Plan assets among investments selected by a qualified Investment Manager. The Investment Manager will select investments and structure the Plan's investment portfolio to comply with the investment policy guidelines established by the Board of Trustees. The Board of Trustees has the authority to amend the investment guidelines, as they deem necessary. In formulating the investment guidelines, the Board of Trustees will be guided by certain standards contained in federal law.

A Participant's Account balance includes contributions made by the Employer, plus or minus investment gains or losses, less an allocation of administrative operating expenses. The

contributions the Employer makes to the Plan are credited to your Plan Account and invested in the investment in accordance with the investment guidelines of the Trust Fund.

### **VESTING OF ACCOUNTS**

You are always 100% vested in any Rollover Contributions you make to the Plan, and the earning thereon, if any. This means that you do not have to satisfy any further conditions in order to protect your right to these amounts.

You will be vested in any Employer Contributions made to the Plan based on your Years of Service, in accordance with the following schedule:

<b>Years of Service for Vesting Purposes</b>	<b>Vesting Percentages</b>
<b>Less than 1 year</b>	<b>0% - Less than 500 Hours of Service</b>
<b>1 year</b>	<b>25%</b>
<b>2 years</b>	<b>50%</b>
<b>3 years</b>	<b>75%</b>
<b>4 or more years</b>	<b>100%</b>

Note: A Year of Service requires 500 or more service hours worked in the Plan Year. You will earn a "Year of Service" for vesting purposes every Plan Year that you are credited with at least 500 Hours of Service.

If, upon termination of employment, you are not 100% vested, the unvested portion of your Plan Account will be forfeited on the last day of the Plan Year of your termination of employment. If, after termination of employment, your vested Plan Account is paid to you, and you then are rehired before you incur five (5) consecutive Breaks in Service and you repay the amount distributed within five (5) years after the date you are rehired, any unvested portion of your Plan Account which previously was forfeited will be restored to your Plan Account.

You will incur a Break in Service on the last day of any Plan Year during which you will fail to earn more than 500 Hours of Service. If you were 0% vested upon your termination of employment and you are rehired before you incur five (5) consecutive Breaks in Service, your previously forfeited Plan Account will be restored.

If, however, you are employed by the Employer on the date of your death, or Disability, or your attainment of Normal Retirement Age, you automatically will become 100% vested in your Employer Contribution Account. If you die while performing Qualified Military Service on or after January 1, 2007, you will be treated as if you had resumed employment with your Employer and then terminated employment on the account of your death.

### **WHAT IF I BECOME PERMANENTLY DISABLED?**

If your employment with your Employer terminates because of disability, your entire Plan Account, to the extent not then vested, will become fully vested and paid to you in any form of

benefit, available under the Plan which may be elected by you under the terms of the Plan. In order to qualify you must have been employed with a signatory employer who was required to remit contributions to the Plan on your behalf at the time the Disability commenced and must have received a Disability Award from the Social Security Administration.

If you have any questions regarding your disability status, or need assistance in filing your application for a benefit, you may contact Benefit Programs Administration at the address listed in this booklet.

### **HOW ARE BENEFITS PAID UNDER THE PLAN?**

The Plan is completely Employer funded. The amount of your benefit will be your Account balance at the time you are eligible for a distribution under the Plan. The amount which you will receive from the Plan when you become entitled to a distribution is the value of the vested portion of your Plan Account. The value of your Plan Account is determined by the Plan Administrator. You may receive benefits from the Plan in any form of benefit offered under the Plan and which is elected by you. The forms of benefit offered under the Plan are:

- (1) a lump sum benefit;
- (2) approximately equal monthly, quarterly, semi-annual installments over a fixed period, not to exceed the life expectancy of the recipient and his or her designated Beneficiary;
- (3) a life annuity;
- (4) a Joint and 50% Survivor Spouse Annuity; or
- (5) a Joint and 75% Survivor Spouse Annuity.

You will receive additional information about each of these forms of benefit when you become eligible for a distribution.

You are entitled to a distribution of your Plan Account following your termination of employment with the Employer. Your Beneficiary is entitled to a distribution of your Plan Account (if it has not yet been distributed to you) following your death. If you are married, your spouse will be your Beneficiary, unless you designate a different Beneficiary and your spouse consents to that designation. Distributions can commence shortly after the end of the Plan Year in which your termination of employment occurs, or you reach Normal Retirement Age or receive a Disability retirement.

Upon the termination of employment you may elect an immediate distribution or you may elect to defer the distribution until you reach Normal Retirement Age. If you fail to elect an earlier distribution the distribution will begin at Normal Retirement Age in the form of benefit selected by you or your Beneficiary. If you (or your Beneficiary) become entitled to a distribution of your Plan account prior to March 28, 2005 and the value of your Plan Account is \$5,000.00 or less, your benefit automatically will be distributed to you (or your Beneficiary) as soon as practicable following your termination of employment in a cash lump sum.

In no event will your distribution commence after the required beginning date. If you are a 5% owner, your required beginning date is April 1<sup>st</sup> following the end of the year in which you attain

age 70 1/2. The required beginning date if you are not a 5% owner is April 1 of the calendar year following the later of (1) the calendar year in which you attain age 70 1/2 or (2) the calendar year in which you retire.

### **JOINT AND 50% SURVIVOR SPOUSE ANNUITY**

The standard form of benefit if you are married is a Qualified Joint and 50% Survivor Spouse Annuity. A Qualified Joint and 50% Survivor Spouse Annuity is a monthly payment (which is less than the monthly payment you would receive under a life annuity) payable to you during your lifetime and, upon your death, continuing to your surviving spouse for his or her lifetime in a monthly amount equal to 50% of the monthly benefit you were receiving. You automatically will receive your benefits in this form unless you properly elect with your spouse's consent, to receive a different form of benefit payment no more than one hundred eighty days and no less than thirty (30) days prior to the commencement of benefits. This election must be made on a form provided by the Plan Administrator.

The standard form of benefit if you are not married is a life annuity. A life annuity is a monthly payment payable to you during your lifetime with no additional payments after your death. You automatically will receive your benefits in this form unless you properly elect to receive a different form of benefit payment no more than one hundred eighty (180) days and no less than thirty (30) days prior to the commencement of benefits. This election must be made on a form provided by the Plan Administrator.

### **JOINT AND 75% SURVIVOR SPOUSE ANNUITY**

In lieu of receiving your pension in the form of Qualified Joint and 50% Survivor Spouse Annuity, you may elect to receive your pension in a Qualified Joint and 75% Survivor Spouse Annuity. A Qualified Joint and 75% Survivor Spouse Annuity is a monthly payment (which is less than the monthly payment you would receive under a life annuity) payable to you during your lifetime and, upon your death, continuing to your surviving spouse for his or her lifetime in a monthly amount equal to 75% of the monthly benefit you were receiving. If you want to receive your benefits in this form you must properly elect with your spouse's consent, to receive this form of benefit payment no more than one hundred eighty (180) days and no less than thirty (30) days prior to the commencement of benefits. This election must be made on a form provided by the Plan Administrator.

### **QUALIFIED PRERETIREMENT SURVIVOR ANNUITY**

If you die before benefits begin under the Plan, and you are married on the date of your death, your benefit will be used to purchase an annuity, providing periodic payments for the life of your surviving spouse unless you have designated, with your spouse's consent, a different Beneficiary or a different form of payment for your benefit, or unless your spouse elects a different form of payment after your death. Your spouse must consent on a form provided by the Plan Administrator. If you are married and have not reached age 35, generally, you may not waive your spouse's annuity benefit, even if your spouse consents. If, however, you have separated from service, you may, with the consent of your spouse, waive your spouse's annuity benefit even if you have not reached age 35.

In any event the distribution to your spouse must begin by the later of the December 31 of the calendar year after your death or the December 31 of the calendar year you would have attained



age 70 1/2. If your spouse is not your designated Beneficiary, then distributions to your non-spouse Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which you died.

### **TAX TREATMENT OF DISTRIBUTIONS**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 ½ could be subject to an additional 10% federal tax penalty.

You may reduce or defer entirely, the tax due on your distribution through the use of one of the following methods.

- (a) The rollover of all or a portion of the distribution payment received by you to an IRA or other qualified employer plan. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of the distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive.
- (b) The direct transfer (sometimes referred to a direct rollover) of all or a portion of a distribution to an IRA or other qualified employer plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other qualified employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes. If you decide to directly transfer all or a portion of your distribution amount, you (and your spouse if you are married) must waive the annuity form payment. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, YOU SHOULD CONSULT WITH YOUR QUALIFIED TAX COUNSEL IF YOU HAVE ANY QUESTIONS ABOUT TAX RULES AFFECTING PLAN DISTRIBUTIONS.

### **AMENDMENT OR TERMINATION OF PLAN**

The Board of Trustees expects to continue the Plan indefinitely. However, the Board evaluates the Plan periodically, and reserves the right at any time to modify or amend, retroactively if deemed necessary, any or all of the provisions of the Plan. In the event of the dissolution, merger, consolidation or reorganization of the Trust, the Plan will terminate unless it is continued by a successor to the Trust. Any amendment, discontinuance or termination of the Plan will be effective at a date determined by the Board of Trustees.

## **HOW DO I MAKE A CLAIM FOR BENEFITS?**

If you believe you are eligible for benefits under the Plan, you should contact the Plan Administrator's Office at the telephone numbers and/or address listed below, and request the appropriate benefit application forms. The Plan Administrator's Office will mail the forms to you.

A claim is "filed," or "received" for purposes of the claims/appeal rules of this Plan, when the signed benefit application form is received by the Plan Administrator's Office, although additional information, including election forms, tax forms retirement declarations, etc. may be required before an initial determination can be made on your application for a benefit.

If you have questions regarding the forms required or need assistance in completing the forms you may contact the Administrator's Office at the address and telephone number listed below.

Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor  
Los Angeles, CA 90017  
(562) 463-5040; (888) 410-1756  
Facsimile No.: (562) 463-5894

## **WHAT ARE THE PLAN'S CLAIMS AND APPEAL PROCEDURES?**

No Employee, Plan Participant, or Beneficiary or other person shall have any right or claim to benefits under the Plan, other than those benefits specified in this Plan.

If your application for a benefit or claim under the terms of the Plan is denied, in whole or in part, you will be notified of the decision in writing by the Plan Administrator. The Plan Administrator's written notification will: (1) describe the specific reason or reasons for the denial, (2) reference the specific Plan provisions on which the denial is based, and any additional material or information necessary for you to perfect the claim, (3) provide an explanation of why such material or information is necessary, and (4) explain the Plan's appeal procedures including applicable time limits. This written notice will be provided within ninety (90) days after your claim is made.

This ninety (90) day period may be extended once up to an additional ninety (90) days if the Plan Administrator determines that: (1) an extension is necessary due matters beyond the control of the Plan, and (2) notifies you prior to the expiration of the initial ninety (90) day period, of the circumstances requiring the extension of time, and the date by which the Plan expects to render a decision.

If, however, the special circumstances requiring the extension of time under this provision is your failure to supply information needed to determine your claim, and such information is not received by the Plan Administrative Office within 180 day time period from the initial filing your claim, the claim will be denied, and a new application must be filed with the Plan Administrator's Office as provided above.

The Board of Trustees has established the following procedures to provide a full and fair review if you claim for benefits is denied in whole or in part:

You may appeal a denial of your claim (adverse benefit determination) in writing within 60 days of the date of denial by requesting a review by the Board of Trustees. Your appeal must be sent to the Plan Administrator's Office, to the attention of the Board of Trustees, and should contain a written explanation of the basis for your appeal. You may also submit written comments, documents, records and other information relating to your claim. You also have the right to request that the Plan Administrator provide you free of charge, reasonable access to and copies of all documents, records, and other information considered in evaluating your claim. Failure to file a request for review within this sixty (60) day period shall constitute a waiver of the right to review of the decision and such decision will be final and binding upon all parties thereto.

The Board of Trustees will review and consider all comments, documents, records and other information submitted by you, whether or not such information was submitted or considered in the initial determination and denial of your claim. Such review will generally be held at the next regularly scheduled meeting of the Board of Trustees (which meets at least quarterly) after the submission of your appeal. However, if your appeal is received within thirty (30) days prior to the meeting, the review may be delayed until the next meeting. In addition, if special circumstances require a further extension of time, the review of your appeal may be delayed to the following meeting. You will receive written notice of the Board of Trustees' determination on review shortly after such decision. To avoid any delays in acting upon your claims appeal, you should provide the Plan Administrator with as complete of a written explanation as possible of the basis for your appeal along with any supporting documentation you may have. The written notice of the Board of Trustees' decision on review will include specific reasons for the decision and references to relevant Plan provisions upon which the decision is based.

Except as provided by law, the decision of the Board of Trustees shall be final and binding on all parties. If the Board of Trustees denies your appeal, you have the right to file a civil suit under Section 502(a) of ERISA. Under the Plan rules, no legal action may be commenced with respect to or arising out of any claim for benefits against the Plan, the Trustees or any of the Trustees' agents more than one hundred and eighty (180) days after you, your Beneficiary, or other person claiming benefits under the Plan is given written notice of the denial of the appeal by the Board of Trustees. Unless the Board of Trustees expressly determines otherwise, this period shall not be extended even if the Board of Trustees again considers the matter after the initial denial. This limitation period shall apply to all actions arising out of, or relating to, a claim for benefits including, but not limited to, any legal and/or equitable action under ERISA to the extent that the claim relates to the provision of benefits or rights under the Plan.

The foregoing provisions of this Summary Plan Description will apply to and include each and every claim for benefits under the Plan and any claims asserted against the Plan, regardless of the basis asserted for the claim, and regardless of when the act or omission upon which the claim is based occurred. In order to ensure that the foregoing claims procedures are followed, the Plan Administrative Office will monitor compliance with the claims rules by maintaining a written log that lists each claim/appeal received, the date the claim/appeal was received, the nature of each claim/appeal, the date notice of the claim/appeal decision was sent to the claimant and the disposition of the claim/appeal by the Board of Trustees.

**WHERE DO I FILE AN APPEAL IF MY CLAIM FOR A BENEFIT IS DENIED?**

Board of Trustees of the Teamsters Local Union No. 572  
Retirement Benefit Plan  
c/o Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor  
Los Angeles, California 90017

**INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”)**

**NAME OF THE PLAN**

The Plan is officially known as the Teamsters Local Union No. 572 Retirement Benefit Plan. The Plan is also known as the Local 572 Retirement Plan, and the Teamsters Retirement Benefit Plan.

**THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE PLAN SPONSOR AND ADMINISTRATOR**

The Plan Administrator is the Board of Trustees. Plan Administrator correspondence should be mailed to:

Benefit Programs Administration  
1200 Wilshire Blvd. Fifth Floor  
Los Angeles, CA 90017  
(562) 463-5040; (888) 410-1756  
Facsimile: (562) 463-5894

**RIGHT TO A LIST OF EMPLOYERS AND EMPLOYER ORGANIZATIONS SPONSORING THIS COLLECTIVELY BARGAINED E PLAN AND OTHER DOCUMENTS UNDER WHICH THE PLAN IS OPERATED**

The Plan is a collectively bargained. Complete copies of the collective bargaining agreements, Plan Document, Trust Agreement, Annual Audit statement as well as a (a) a complete list of the Employers and employee organizations sponsoring the Plan, and (b) information as to whether or not a particular employer or employee organizations is a sponsor of the Plan and, if the employer or employee organization is a Plan sponsor, the sponsor's address are available for inspection at the Plan Administrator's Office listed in this booklet. As a Participant and/or Beneficiary in the Plan you can also request in writing copies of these documents and they will be provided to you at a reasonable charge.

**EMPLOYER IRS IDENTIFICATION NUMBER AND PLAN NUMBER**

Employer Identification Number: 95-6983367

Plan Number: 007

## **PLAN YEAR**

The Plan Years for purposes of administration, record keeping, and determining Service Years are:

The period beginning September 1, 1994 and ending on the last day of August 1995 is the first Plan Year of the Teamsters Local Union No. 572 Retirement Benefit Plan. The Plan year was changed to January 1 to December 31, effective January 1, 1996. The period between Sept. 1, 1995 and December 31, 1995 is designated as a short Plan Year.

The Plan Year was changed to July 1 through June 30, commencing on July 1, 2000. The period between January 1, 2000 and June 30, 2000 is designated as a short Plan Year.

## **TYPE OF PLAN**

The Plan is a Defined Contribution Money Purchase Pension Plan which provides retirement benefits in accordance with the terms of the Plan.

## **TYPE OF ADMINISTRATION OF THE PLAN**

The Board of Trustees is the Plan Administrator. The Board of Trustees has, however, contracted with a third-party administrator, Benefit Programs Administration to provide for the day to day administrative services for the Plan. Benefit Programs Administration maintains an office that is sometimes referred to as the Trust Fund Office, or Trust Administrative Office, or Trust Administrators' Office which it manages. Benefit Programs Administration bills all Participating employers monthly, receives employer contributions, maintains complete financial records, produces a monthly financial statement and maintains records relating to eligibility for the benefits provided by the Plan. It also responds to Plan participants' inquiries concerning eligibility and benefits.

## **COLLECTIVELY BARGAINED PLAN:**

The Plan is collectively bargained. Complete copies of the Collective Bargaining Agreements, Plan Document, Trust Agreement, Annual Audit Statement and a list of all participating employers and employer organizations are available for inspection at the Trust Office. As a participant or a Beneficiary in the Plan you can request in writing copies of collective bargaining agreements related to the Plan for a reasonable charge.

## **MAINTENANCE OF RECORDS MAILING ADDRESS AND OFFICE LOCATION FOR BENEFIT PROGRAMS ADMINISTRATION**

Trust records are maintained by and at the offices of Benefit Programs Administration, at the address listed below.

## **NAME AND ADDRESS OF AGENT FOR SERVICE OF LEGAL PROCESS**

Lance Phillips, Administrator  
Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor  
Los Angeles, CA 90017  
Phone: (562) 463-5040

Service may be made upon either the listed agent for service of process or upon any member of the Board of Trustees at the address listed below for each Trustee.

**NAME, TITLE AND PRINCIPAL BUSINESS ADDRESS OF EACH MEMBER OF THE BOARD OF TRUSTEES**

The Board of Trustees means the group of individuals who have responsibility for managing the operations of the Teamsters Union Local No. 572 Retirement Benefit Plan. The Board of Trustees consists of two Union and Two Management Trustees. The Management Trustees are appointed by participating Employers or their duly designated representative. The Union Trustees are appointed by the participating Local Unions.

The name and address of each of the current members of the Board of Trustees are as follows:

Richard Middleton Secretary Treasurer Teamsters Local Union No. 572 450 Carson Plaza Drive Carson, California 90746	Elizabeth Sanchez Vice President First Student 13200 Crossroads Pkwy, Suite 450, City of Industry, CA 91746-3480
Lourdes Garcia Teamsters Local Union No. 572 450 Carson Plaza Drive Carson, California 90746	Thomas Secrest Vice President, Labor Relations First Student 600 Vine St. Suite 1400 Cincinnati, Ohio 45202

**THE TRUST FUND**

The Teamsters Local Union No. 572 Retirement Benefit Plan was established and is maintained pursuant to collective bargaining agreements between participating Local Unions of the International Brotherhood of Teamsters and various employers signatory to these collective bargaining agreements. It is a Joint Trusteed Labor-Management Trust which was created to provide retirement benefits to employees and in certain cases, their surviving spouses and other eligible dependents. Plan benefits are provided through the medium of a trust.

**SOURCE OF FUNDING FOR THE PLAN**

The Plan is funded by contributions made by employer's signatory to collective bargaining agreements requiring payment of contributions to the Teamsters Local Union No. 572 Retirement Benefit Plan. Contributions are paid by your Employer on a monthly basis at a rate provided in the Collective Bargaining Agreement between your Employer and the Union.

**PLAN GUARANTEES**

Because this Plan is a type of retirement plan called a "defined contribution plan," Plan benefits are not insured by the Pension Benefit Guaranty Corporation under the Plan insurance provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

## **YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”) YOUR RIGHTS UNDER ERISA:**

The following statement is required to be included in this Summary Plan Description by federal law and regulations.

As a participant in the Teamsters Local Union No. 572 Retirement Benefit Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended, (ERISA). ERISA provides that all Plan participants shall be entitled to:

- \* Examine, without charge, at the Plan Administrator’s Office and at other specified locations, such as work sites 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 Pension and Welfare Benefit Administration. Employee Benefits Security Administration, U.S Department of Labor..
- \* 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 (from 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for 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 distribution under this Plan and what your benefits would be if you stop working under the Plan now. If you do not have a right to full distribution, the statement will tell you how many more years you have to work to be entitled to receive a full distribution. 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 a 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. 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 participants and beneficiaries. No one, including your employer, your union, and 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 them within 30 days, you may file suit in a federal court. In such case, the court may require the plan administrator to provide the materials and pay you up to \$110 dollars 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 U.S. Federal court. The court shall decide who should pay court cost and legal 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 Pension and Welfare benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration. Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### **ASSIGNMENT OF BENEFITS/QUALIFIED DOMESTIC RELATIONS ORDERS**

Neither you nor your Beneficiaries can transfer, assign or pledge any Plan benefits, except as may be required pursuant to a "Qualified Domestic Relations Order" ("QDRO"). A QDRO is a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocate a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a QDRO is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator will determine the validity of any domestic relations order received. A copy of the Plan's QDRO procedures and a sample QDRO may be obtained, without charge, by contacting the Plan Administrator, Benefit Programs Administration at the address and telephone numbers listed in this booklet.

### **BOARD OF TRUSTEES' RIGHT TO INTERPRET RULES OF PLAN AND MAKE DECISIONS RE BENEFITS**

The Board of Trustees determines all questions relating to benefits. Benefits provided by the Plan are subject to all of the terms and conditions of the Trust Agreement as well as to any regulations adopted by the Board of Trustees. The Board of Trustees has the sole discretion to interpret rules and regulations of the Plan, and to make decisions with respect to benefits.



## **DEFINITIONS OF IMPORTANT TERMS USED IN THIS BOOKLET:**

**BENEFICIARY** - the person or persons designated by you on a form provided by the Plan as being entitled to receive your Plan Account upon your death, or in some cases, after the death of your designated Beneficiary. If you have failed to designate a Beneficiary, your Beneficiary will be your surviving spouse, or if no surviving spouse, your estate.

**BOARD OF TRUSTEES** - means the group of labor and management representatives who sponsor the Plan, and who act as Trustees of the Teamsters Local 572 Retirement Benefit Plan Trust Fund.

**BREAK IN SERVICE** - occurs at the end of any Plan Year in which an Employee is not credited with at least five hundred (500) Hours of Service.

**DISABILITY**- means that an Employee is wholly and continuously prevented by injury or illness from engaging for wages or profit in the occupation for which he or she is qualified based on education and training. For purposes of this Plan an Employee must have been employed by an Employer who is required to remit contributions to the Plan at the time the Disability commenced and must have received a disability award from the Social Security Administration.

**ELIGIBLE EMPLOYEE** - means any Employee of an Employer for whom the Employer is obligated to make contributions under a collective bargaining agreement, or other agreement with the Union, or under the Trust Agreement, and may include Employees who are not members of the collective bargaining agreement unit.

**EMPLOYEE** - means any person employed by and Employer who participates in this Plan.

**EMPLOYER** - means each Employer participating in this Plan. Each such Employer shall have a collective bargaining agreement with the Union requiring periodic contributions to the Plan.

**EMPLOYER CONTRIBUTION ACCOUNT** - means that portion of a Participant's Plan Account which is attributable to Employer contributions.

**EMPLOYMENT COMMENCEMENT DATE or REEMPLOYMENT COMMENCEMENT DATE** - means the date on which an Employee first performs an Hour of Service or first performs an Hour of Service following a Period of Severance.

**ERISA** - means the Employee Retirement Income Security Act of 1974, as amended, from time to time.

**HOOR OF SERVICE** - means each hour for which an Employee receives or is entitled to receive payment from his or her Employer for the performance of services for the Employer. In addition, an Employee will earn an Hour of Service for regularly scheduled working hours during each period of absence from work for which the Employee is paid, or is entitled to payment, for reasons other than the performance of duties.

**NORMAL RETIREMENT AGE** - means the later of a Participant's sixty-fifth (65<sup>th</sup>) birthday or the date on which the Participant has participated in the Plan for five years.

NORMAL RETIREMENT DATE - means the first day of the month coinciding with or next following a Participant's Normal Retirement Age.

PARTICIPANT - means any Employee who participates in the Plan as an Eligible Employee or who makes a contribution to a Rollover Contribution Account.

PLAN - means the Teamsters Local Union No. 572 Retirement Benefit Plan.

PLAN ACCOUNT - means the amount held under this Plan for the account of a Participant, and shall be equal to the sum of each Participant's Employer Contribution Account and Rollover Contribution Account.

PLAN ADMINISTRATIVE OFFICE - OR PLAN ADMINISTRATORS OFFICE - means Benefit Programs Administration.

PLAN YEAR - means the twelve- month period currently commencing on July 1, of each year. A complete definition of Plan Year appears at page 10 of this booklet.

QUALIFIED DOMESTIC RELATIONS ORDER ( "QDRO") - a QDRO is a court order issued under state domestic relations law which is required by ERISA in order for the Plan to distribute any portion of your benefit to a spouse, former spouse, child or other dependent for child support, alimony, or any other settlement of marital or community property rights.

ROLLOVER CONTRIBUTION ACCOUNT -means that portion of a Participant's Plan Account which is attributable to Rollover Contributions.

ROLLOVER CONTRIBUTION - means an amount contributed to the Plan on or before the sixtieth (60<sup>th</sup>) day after the day the contributing Employee received it, if the amount received by the Employee is a distribution is a tax free transfer from a qualified retirement plan to the Employee and then from the Employee to the Plan.

UNION - means Teamsters Local Union No. 572.

YEAR OF SERVICE - for purposes of vesting, means a Plan Year during which the Employee is credited with Five Hundred (500) or more Hours of Service.

ADMINISTRATOR

Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor  
Los Angeles, California 90017

LEGAL COUNSEL

Wohlner Kaplon Phillips Young & Culter  
16501 Ventura Boulevard, Suite 304  
Encino, California 91436

PLAN CONSULTANT

Rael and Letson Consultants & Actuaries  
35 N. Lake Avenue, Suite 810 Pasadena,  
California 91101

PLAN AUDITOR

Miller, Kaplan, Arase & Co. LLP  
Certified Public Accountants  
4123 Lankershim Boulevard  
North Hollywood, California 91602