

**TEAMSTER MULTI-BENEFIT TRUST  
DEATH AND ACCIDENTAL DEATH BENEFIT PLAN**

**SUMMARY PLAN DESCRIPTION**

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**Effective Date  
January 1, 2014**

## **An Important Message to All Eligible Employees:**

This booklet describes the Teamsters Multi-Benefit Trust Death and Accidental Death Benefit Plan (“Plan”), its organization, rules affecting participation, eligibility and benefits, and circumstances that may result in loss of eligibility or denial of benefits. This booklet further contains important information concerning your rights as a participant in the Plan. The information in this booklet is effective as of January 1, 2014 and supersedes and replaces all information previously provided to you.

The Plan, which was previously known as the South Bay Teamsters and Employers Health and Welfare and Related Benefit Trust Fund Death and Accidental Death Benefit Plan, is operated under the provisions of an Agreement and Declaration of Trust (“Trust Agreement”) and all benefits are provided subject to the terms of the Trust Agreement, and this Plan. 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.

The Plan is administered by Benefit Programs Administration, 1200 Wilshire Blvd., Fifth Floor, Los Angeles, California 90017. The Administrative Office maintains all records pertaining to your eligibility and processes all claims for benefits under the Plan. Please address any inquiry, claim or correspondence to:

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

The nature and the extent of benefits provided by the Plan and the rules governing eligibility are determined solely and exclusively by the Board of Trustees of the Plan whose names and addresses are listed at page 14 of this booklet. Neither an Employer or Union, nor the employees of Benefit Programs Administration, 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 an employee of Benefit Programs Administration cannot enlarge or change such benefits or eligibility rules.

It is very important to complete, sign and return a Beneficiary Designation Form which can be obtained from Benefit Programs Administration. You should notify Benefit Programs Administration immediately in writing of any change in your address or if you wish to change your Beneficiary designation. Once you have completed and returned a Beneficiary Designation Form, your Beneficiary can only be changed by completing, signing and submitting a new beneficiary form to Benefit Programs Administration. **Board of Trustees**

# Summary Plan Description

## I. Definitions.

**Beneficiary** - The person named by the Employee on a Beneficiary Designation Form provided by the Plan Administrator to receive benefits to which the Employee may be entitled under the Teamsters Multi-Benefit Trust Death and Accidental Death Benefit Plan. If an Employee fails to name a Beneficiary, the Beneficiary will be the person or persons listed in order of preference at Article VII of this booklet.

**Board of Trustees** - means the Board of Trustees of the Teamsters Multi-Benefit Trust referred to in this Booklet and the Trust Agreement. The Board of Trustees is responsible for establishing and administering the Death and Accidental Death Benefit Plan described in this Booklet.

**Claim** – means a formal written request submitted by an eligible Participant or Beneficiary to receive benefits provided by the Plan. A claim form along with a written statement from a licensed physician must be submitted to the Plan Administrator on a claim form that has been approved by the Board of Trustees.

**Collective Bargaining Agreement** – means a written contract by and between any Employer and Union which provides for contributions to be made to Teamsters Multi-Benefit Trust. It shall also include any and all extensions, renewals or any new collective bargaining agreement entered into by the Union and the Employer which provides for contributions to be made to the Trust.

**Dismemberment or Loss of the Hand** - A dismemberment of the hand means that the entire hand has been lost (dismembered) below the wrist as a result of an injury received in an accident.

**Dismemberment or Loss of the Foot** - A dismemberment of the foot means that the entire foot below the ankle has been lost (dismembered) as a result of an injury received in an accident.

**Dismemberment or Loss of the Eye** - A dismemberment of the eye means that the entire eye has been lost (dismembered) due to injury from an accident, or the vision in the eye has been impaired to such an extent as a result of the injury from an accident that the Employee has been determined to be legally blind, and the vision in the eye cannot be corrected.

**Domestic Partner** - means two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring and who share a common

residence. Neither Domestic Partner is married to someone else or a member of another Domestic Partnership that has not been terminated, dissolved or adjudged a nullity and neither is related by blood closer than the laws of the state would permit for a legal marriage. Each Domestic Partner must be at least 18 years or older, must be capable of consenting to the “Domestic Partnership,” at the time the “Domestic Partnership” began.

**Employee** - for purposes of this Plan, an Employee means a person employed by an Employer who is signatory to a Collective Bargaining Agreement with a local Union or other agreement which requires that the Employer report and remit contributions to the Plan on the Employee’s behalf. The term Employee shall also include members in good standing and officers and employees of the Union which make contributions to the Plan on behalf of such Employees, Officers and members in good standing, provided the inclusion of such persons is not a violation of any existing law or statute.

**Employer** - shall mean for purposes of the Plan any Employer or any successor in interest of said Employer who has signed or who is bound by a Collective Bargaining Agreement or other agreement, requiring that contributions be made to the Teamsters Multi-Benefit Trust Death and Accidental Death Benefit Plan, and shall include the Union which makes contributions on behalf of its members in good standing and its Officers and Employees, provided the inclusion of said Union as an Employer is not a violation of any existing law or statute.

**Plan** - For purposes of this booklet, the term “Plan” or “Plan Document” means the Teamsters Multi-Benefit Trust Death and Accidental Death Benefit Plan established pursuant to Collective Bargaining Agreements and the Trust Agreement and any modification, amendment, extension or renewal of said Plan Document.

**Spouse or “Legal Spouse”** - any individual who is lawfully married to the participant under any state law, including an individual married to a participant of the same sex who is legally married in a state that recognizes such marriages, but who is domiciled in a state that does not recognize such marriages.

**Total Disability** - means an injury or sickness which completely prevents an Employee from engaging in any business or occupation for remuneration or profit.

## **II. Who Is Eligible for a Death Benefit?**

### **A. Employees of Participating Employers:**

A benefit is payable to your Beneficiary under the terms of the Teamsters Multi-Benefit Trust Death and Accidental Death Plan (“Plan”), formerly known as the South Bay Teamsters and

Employers Health and Welfare and Related Benefits Trust Fund Death and Accidental Death Benefit Plan (“Plan”), if the following conditions are met on the date of your death:

1. The Collective Bargaining Agreement under which you are employed requires your Employer to make contributions on your behalf to the Plan; and
2. Your Employer must have paid all contributions required to be made on your behalf to the Plan.

#### **B. Employees and Officers of Local Unions:**

If your Local Union participates in the Plan and provides a death benefit to you through the Plan, a benefit will be payable to your Beneficiary if the following conditions are met on the date of your death:

1. Your Local Union has paid all contributions required to be made on your behalf to the Plan;
2. You must be a member in good standing with the Local Union; and
3. Your dues payments to the Local Union must be current.

### **III. What if I Am Disabled?**

If you become Totally Disabled while eligible and are unable to work, your eligibility to receive a Death Benefit will be extended for a period of twelve (12) calendar months at no cost to you provided you submit proof of the Total Disability in the form of a written statement by a licensed physician. If you should die within the within twelve (12) calendar months of the month in which you were first unable to work due to your Total Disability, the Death Benefit will be paid to your Beneficiary.

### **IV. What if I Am Terminated?**

If your employment is terminated for any reason, your coverage extends through the last day of the calendar month for which your Employer is contractually obligated to remit contributions on your behalf to the Plan.

### **V. What Benefits Are Provided by the Plan?**

The benefit payable to your Beneficiary is determined by the contribution specified in your Collective Bargaining or Subscription Agreement. Not every Plan is the same.

## **A. Death Benefit Plans for Eligible Employees**

### **Death Benefit Plan B - \$3.50**

If your Collective Bargaining or Subscription Agreement requires your Employer or Local Union to pay a \$3.50 monthly contribution to the Plan on your behalf, you participate in Death Benefit Plan B. Effective October 1, 2010, the death benefit payable to your Beneficiary under Plan B is \$10,000.00.

### **Death Benefit Plan D - \$5.50**

If your Collective Bargaining or Subscription Agreement requires your Employer or Local Union to pay a \$5.50 monthly contribution to the Plan on your behalf, you participate in Death Benefit Plan D. Effective October 1, 2010, the death benefit payable to your Beneficiary under Plan D is \$15,000.00.

### **Death Benefit Plan E - \$11.00**

If your Collective Bargaining or Subscription Agreement requires your Employer or Local Union to pay a \$11.00 monthly contribution to the Plan on your behalf, you participate in Death Benefit Plan E. Effective October 1, 2010, the death benefit payable to your Beneficiary under Plan E is \$25,000.00.

## **Transportation Industry Program Benefit Plans**

### **TIP Benefit Plan A - \$0.85**

If your Collective Bargaining requires your Employer to pay a \$0.85 monthly contribution to the Plan on your behalf, you participate in the TIP Benefit Plan A. Effective November 8, 2011, the death benefit payable to your Beneficiary under TIP Plan A is \$2,500.00.

### **TIP Benefit Plan B - \$1.75**

If your Collective Bargaining or Subscription Agreement requires your Employer to pay a \$1.75 monthly contribution to the Plan on your behalf, you participate in the TIP Benefit Plan B. Effective November 8, 2011, the death benefit payable to your Beneficiary under TIP Plan B is \$5,000.00.

## **B. Spousal and Dependent Death Benefits**

Each of the Plans provide a benefit payable upon the death of your Legal Spouse, Domestic Partner, or your natural born or legally adopted child. This benefit is payable to you the Employee, if on the date of the death, you are eligible for death benefits through Plans B, D, or E, or TIP Plans A or B as an active eligible Employee, as set forth in Article II, above.

1. Spousal & Domestic Partner Death Benefit: Upon the death of your Legal Spouse or Domestic Partner as defined in Article I of the Plan, the Plan will pay a death benefit to the active eligible Employee covered under Death Benefit Plans B, D, or E in the amount of \$5,000.00. Employees covered under TIP Plans A or B will receive a death benefit in the amount of \$1,000.00. .
  
2. Death Benefit for Child: Upon the death of your natural born child, legally adopted child, or child placed for adoption, who is at least 30 days old, but who has not reached his/her 19<sup>th</sup> birthday, the Plan will pay a death benefit to the active eligible Employee covered under Death Benefit Plans B, D, or E in the amount of \$5,000.00. Employees covered under TIP Plans A or B will receive a death benefit in the amount of \$1,000.00.

In the event of the death of an active eligible Employee before payment of the Spousal, Domestic Partner or Dependent Death Benefit, payment of the benefit for the death of a Legal Spouse, Domestic Partner, natural born or legally adopted child, will be made in the following order of preference:

- (a) Legal Spouse or Domestic Partner (death of child)
- (b) the active eligible Employee's natural or legally adopted children;
- (c) parents of the active eligible Employee;
- (d) brothers and/or sisters of the active eligible Employee;
- (e) the estate of the active eligible Employee (excluding a Public Administrator).

## **C. Accidental Death Benefits and Dismemberment Benefits - AD&D**

### **1. What Benefit is Payable Upon My Accidental Death?**

If you are an eligible Employee who meets the requirements of Article II above and are killed in an accident or die within 90 days of the accident as a result of injuries sustained in the accident, your Beneficiary will be paid a sum equal to the amount of your Death Benefit. This sum shall be paid to your Beneficiary in addition to the sum payable to your Beneficiary as a Death Benefit.

### **2. What Benefit is Payable Upon My Accidental Loss or Dismemberment of a Hand, Foot or Eye?**

If you are an eligible Employee who meets the requirements of Article II above and you suffer the loss of a single hand, or a single foot, or a single eye as a result of an accident you will receive a benefit equal to one-half of the amount of the Death Benefit payable under the terms of the Plan in which you are enrolled. For example, if you participate in Plan D, your Death Benefit is \$15,000.00, and your Accidental Dismemberment Benefit is \$7,500.00. In order to be eligible for the Accidental Dismemberment Benefit, the loss of a single hand, foot, or a single eye must have occurred within 90 days of the accident that caused the loss or dismemberment.

### **3. What Benefit is Payable if I Lose More Than One Hand, Foot or Eye?**

If you are an eligible Employee who meets the requirements of Article II above, and you suffer the loss of more than one hand, foot, or eye as a result of an accident, you will receive a benefit equal to the amount of the Death Benefit payable under the Plan in which you are enrolled. For example, if you participate in Plan B your Death Benefit is \$15,000.00, and your Accidental Dismemberment Benefit is \$15,000.00. In order to be eligible for the Accidental Dismemberment Benefit, the loss of more than a single hand, foot, or an eye must have occurred within 90 days of the accident that caused the loss or dismemberment.

The maximum amount payable under the Accidental Dismemberment Benefit is the amount payable under the Death Benefit Plan for which you are enrolled, regardless of the number of dismemberments resulting from a single accident.

The definition of a “loss” or “dismemberment” of a hand, foot or eye is provided in the Article I, Definitions of this booklet. Each claim for an Accidental Dismemberment Benefit must be accompanied by a licensed physician’s certification of dismemberment which states the date and the cause of the dismemberment.

**4. What Benefits Are Payable Upon the Accidental Death of My Legal Spouse, Domestic Partner, or Dependent Child?**

If your Legal Spouse, Domestic Partner, natural or legally adopted child is killed in an accident or dies within ninety days of the accident as a result of injuries sustained in the accident, each of the Plans provide for the payment of an additional sum equal to the amount of the Death Benefit payable upon the death of a Legal Spouse, Domestic Partner, or natural born or legally adopted child, or child placed for adoption of an active eligible Employee.

For example, if your Legal Spouse or Domestic Partner dies as a result of an automobile accident, within ninety days of the accident, Plans B, D, and E will pay \$5,000.00 as a Death Benefit, and an additional \$5,000.00 as an Accidental Death Benefit to you as an active eligible Employee.

**5. When Are Benefits Not Payable for Accidental Death or Dismemberments by the Plan?**

**NO ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS ARE PAYABLE TO YOUR BENEFICIARY OR TO YOU IF YOUR DEATH OR DISMEMBERMENT OR THE DEATH OF YOUR SPOUSE, DOMESTIC PARTNER OR DEPENDENT CHILD IS CAUSED EITHER DIRECTLY OR INDIRECTLY BY ANY OF THE FOLLOWING:**

- a. Intentionally self-inflicted injury or suicide;
- b. Disease of any kind from any cause, including infection from an accidental cut or wound;
- c. Bodily or mental illness or disease of any kind from any cause, or as a result of medial or surgical treatment;
- d. Participation in, or the result of participation in, the commission of a felony, or riot;
- e. War or act of war, declared or undeclared; or any act related to war, insurrection, or terrorism;
- f. Service in the armed services of any country while such country is engaged in war; or
- g. Police duty as a member of any military, or naval or air organization;
- h. Travel in an aircraft as a pilot or crewman, or in any aircraft owned, operated or leased by an employee; or
- i. Ingestion of any drug or substance not specifically prescribed by a physician.

## **VI. Who Are My Beneficiaries Under the Plan?**

Your Beneficiary is the person you name to receive your Death Benefit on a form provided by the Administrator. Your designation of a Beneficiary shall be effective only upon the Trust Administrator's receipt of the properly completed and executed Beneficiary Designation Form.

If you fail to complete and return the form to the Administrator whose address is listed on page 13 of this booklet, the proceeds of your Death Benefit will be paid in the following order of preference to your living:

1. Legal Spouse, or Domestic Partner; if none, then
2. Children, including legally adopted children; if none, then
3. Parents; if none, then
4. Sisters and brothers; if none, then
5. Executor or administrator (excluding a Public Administrator).

If two or more persons are entitled to benefits each will share equally unless you designate some other division of your Death Benefit on your Beneficiary Designation Form. *For example* you can designate that your Domestic Partner and your sister receive one-half of our benefit.

If your Beneficiary (either by designation or by order of preference) is a minor, as the Employee, you may complete a Custodial Designation Form and designate a custodian to receive the Death Benefit on behalf of the minor Beneficiary. This custodial designation form may be obtained by contacting the Administrator at the address listed on page 2 of this Booklet. This form must be returned to the Administrator's office. If the Custodial Designation Form is not on file with the Administrator, and a minor is the Beneficiary of your Death Benefit, the Death Benefit will be payable to the natural parent of the child if the Death Benefit is \$10,000.00 or less. If the Death Benefit exceeds \$10,000.00, a custodian must be appointed by the Superior Court in order for the minor Beneficiary to receive the Death Benefit.

**You may change your Beneficiary at any time by completing a new Beneficiary Designation Form and returning it to the Administrator at the address listed at page 13 of this booklet.**

## **VII. Making a Claim for Benefits.**

To make a Claim for Death, Accidental Death or Dismemberment Benefits, either you or your Beneficiary must:

1. Obtain either a Claim form by contacting the Administrative Office at

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

2. Return the completed Claim form, together with all papers necessary to prove the death, disability, loss or dismemberment to the Administrative office within 90 days of the date of the death, loss or dismemberment. In addition to the claim form the following documents must be submitted:
  - a. A certified copy of a Death Certificate is required for all claims for Death Benefits;
  - b. If the Employee was Totally Disabled and unable to work at the time of death, disability, loss or dismemberment, a written statement of a licensed physician certifying the Total Disability is required, and must be submitted within twelve months of the last time the employee was able to work in order to be eligible to receive the Death, Accidental Death or Dismemberment Benefit.
  - c. A Claim for the loss of a hand, foot and/or eye must be accompanied by a written statement of a licensed physician certifying the loss.
3. If you have questions regarding the forms required or need assistance in completing the forms you may contact the Administrator's Office for assistance at the address and telephone number listed above.

## **VIII. What If a Claim for Benefits is Denied?**

No Employee, Plan participant, 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 claim for Death or Accidental Death and Dismemberment Benefits is denied in whole or in part, you will receive written notification from the Administrator within 90 days after receipt

of your Claim. This period may be extended once, for up to 90 days, if the Administrator determines that: (1) an extension is necessary due matters beyond the control of the Plan, and (2) the Plan notifies you prior to the expiration of the initial 90 day period: (a) of the circumstances requiring the extension of time, and (b) the date by which the Plan expects to render a decision. If such an extension is required due to your failure to submit the information necessary to decide the Claim, the notice of the extension will specifically describe in writing any additional information required and why it is needed in order to process your Claim for a benefit. You will be given 90 days from receipt of the written notice within which to provide the specified information to the Administrator.

If your Claim for Death or Accidental Death and Dismemberment Benefits is denied in whole or in part, the notification of the denial of your Claim will: (1) describe the specific reason or reasons for the denial, (2) reference the specific plan provisions on which the determination is based, and additional material or information necessary for you to perfect the claim, and (3) provide an explanation of why such material or information is necessary. You have a right to review all relevant information relied upon by the Administrator in denying your Claim for a benefit.

## **IX. Claims Appeals Procedures**

### **Appealing a Claim that Has Been Denied.**

The Board of Trustees has established the following procedures to provide a full and fair review of your Claim.

You or your Beneficiary has the right to file a written appeal within 60 days of the denial of the Claim by requesting a review by the Board of Trustees. Your appeal should provide a written explanation of the basis for your appeal. When filing a written 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 Administrator provide you, free of charge, copies of all documents, records, and other information relevant to your Claim. 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 for the initial determination of your Claim.

At the time of filing your written appeal, you may request a formal hearing before the Board of Trustees. Your appeal will be considered at the next regularly scheduled meeting of the Board of Trustees following the receipt of your appeal, but if the appeal arrives within thirty days of the Board meeting, it may be reviewed and decided at the following meeting of the Board. If special circumstances require an extension of time for processing your appeal, you will be given a notice in writing by the Trust Administrator prior to the beginning of the extension period, explaining the special circumstances requiring an extension of time and indicating the date by which the

Trustees expect to render a final decision on your appeal.

To avoid any delays in acting upon your claims appeal you should provide the Administrator with as complete a written explanation as possible of the basis for your appeal along with any supporting documentation you may have.

The Plan Administrator will notify you of the Board of Trustees' decision in writing not later than five days after the determination is made. If your appeal has been denied in whole or in part by the Board of Trustees, you will be advised of the specific reason for the denial by the Trust Administrator on behalf of the Board of Trustees.

The Board of Trustees has full discretion to construe and interpret the terms and provisions of the Plan, which interpretation or construction shall be final and binding on all parties, including but not limited to Employers and any Participant or Beneficiary of the Plan, except as otherwise provided by law. The Board of Trustees shall administer the terms and provisions of the Plan in a uniform and nondiscriminatory manner and in full accordance with any and all laws applicable to the Plan. The decision of the Board of Trustees shall be final and binding upon all parties thereto.

You have a right to review all relevant information relied upon by the Board in deciding your appeal as well as any document, record, or other information which was submitted, considered, or generated in the course of making the benefit determination, whether or not it was relied upon. In the event your appeal is denied, you may request reconsideration by the Board of Trustees of its decision. Your request for reconsideration is voluntary. A request for reconsideration must be in writing, and must state in clear and concise terms the reason or reasons for disagreement with the decision of the Board of Trustees. Your request for reconsideration must also indicate whether or not you desire a formal hearing before the Board of Trustees. A request for reconsideration must be filed or received by the Trust Administrator within 60 days after the date you receive notice of the Board of Trustees' determination of your claims appeal.

You are not required to file a request for reconsideration to be deemed to have exhausted your administrative remedies under the Plan. If you chose to file a request for reconsideration, the time period within which you will be required to file a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") will not begin to run until the Board of Trustees has notified you in writing that your request for reconsideration has been denied.

If you are dissatisfied with the final decision of the Board of Trustees either after written notice of the Board of Trustees' initial denial of your claims appeal, or after its reconsideration, if any, of your appeal, you have a right to bring a civil action under section 502(a) of ERISA in either state or Federal court within one hundred and eighty (180) days following receipt of the Board of Trustees' written denial of your appeal.

**All Claims Appeals Should be Submitted to:**

Board of Trustees of the Teamsters Multi-Benefit Trust  
c/o Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor  
Los Angeles, California 90017

**X. Trustees Reservation of Rights.**

The Board of Trustees reserves the right to amend, modify, or discontinue all or part of any Plan whenever, in their sole judgment and discretion, conditions so warrant.

**XI. Disclosure Information**

**Required by the Employee Retirement Income Security Act of 1974, as Amended.**

**Name of Plan:**

The Plan is officially known as the Teamsters Multi-Benefit Trust Death and Accidental Death Benefit Plan. The Plan is sometimes referred to as the Death Benefit Plan. Prior to November 1, 2010, the Plan was known as the South Bay Teamsters and Employers Health and Welfare and Related Benefits Trust Fund Death and Accidental Death Benefit Plan.

**Name, Address, and Telephone Number of Plan Sponsor and Administrator:** Board of Trustees of the Teamsters Multi-Benefit Trust  
c/o Benefit Programs Administration  
1200 Wilshire Blvd., Fifth Floor  
Los Angeles, California 90017  
(562) 463-5040; (888) 410-1756  
Facsimile: (562) 463-5894

**Right to a List of Employers and Employer Organizations Sponsoring the Plan:**

As a participant in this Plan you and your Beneficiaries may obtain, upon written request to the Plan Administrator: (a) a complete list of the employers and employee organizations sponsoring the Plan, or (b) information as to whether or not a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a Plan sponsor, the sponsor's address. This information is also available for review and examination at the office of the Plan Administrator.

**Plan Identification Number and Plan Number:**

This Plan has been assigned 93-6231741 as the employer identification number (EIN) by the Internal Revenue Service and its Plan Number is 501.

**Plan Year:**

The Plan operates on a Plan year ending December 31.

**Plan Type:**

The Plan is an employee benefit welfare plan which presently provides death and accidental death and dismemberment benefits for eligible active Employees, and eligible Dependents under the terms of the Plan.

**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 day to day administrative services for the Plan. Benefit Programs Administration maintains and manages an office that is sometimes referred to as the Trust Office, or Administrative Office, or Trust Administrators' Office. Benefit Programs Administration bills all participating employers monthly, receives the employer contributions, and maintains records relating to eligibility for the benefits provided by the Plan. Benefit Programs Administration also responds to Plan participant inquiries concerning eligibility and benefits.

The Trust records are maintained by Benefit Programs Administration. 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 at the offices of Benefit Programs Administration. A participant or his representative may request copies in writing from Benefit Programs Administration at a reasonable charge for each document requested.

The Board of Trustees determines policies and benefits in keeping with the assets and income of the Trust Fund. Benefits 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 Trustees have the sole discretion to interpret rules and regulations of the Plan, and to make decisions with respect to benefits.

**Mailing Address and Office Location for Benefit Programs Administration:**

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

**Name and Address of Agent Designated for Service of Legal Process:**

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

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

**Maintenance of Records:**

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

**Name, Title and Principal Business Address of Each Trustee:**

The Board of Trustees means the group of individuals who have responsibility for managing the operations of the Teamsters Multi-Benefit Trust. The Board of Trustees consists of Union, appointed by participating Local Unions, and Management Trustees appointed by participating Employers or their duly designated representatives.

**Labor Trustees**

Richard Middleton  
Secretary-Treasurer  
Teamsters Local 572  
450 Carson Plaza Drive  
Carson, California 90746

Lourdes Garcia  
General Counsel  
Teamsters Local 572  
450 Carson Plaza Drive  
Carson, California 90746

**Management Trustees**

Tom Secrest  
Sr. Vice-President of Labor Relations  
FirstGroup America, Inc.  
600 Vine Street, Suite 1400  
Cincinnati, Ohio 45202

Elizabeth Sanchez  
Senior Vice President  
First Student, Inc.  
13200 Crossroad Parkway, Ste. 450  
City of Industry, CA 91746

**Source of Funding for the Plan:**

The Plan is funded by contributions made by Employers signatory to Collective Bargaining or Subscription Agreements requiring payment of contributions to the Teamsters Multi-Benefit Trust Death and Accidental Death Benefit Plan.

**Funding Arrangements:**

Benefits are provided through the Teamsters Multi-Benefit Trust which was established and is maintained pursuant to Collective Bargaining Agreements between participating Local Unions affiliated with the International Brotherhood of Teamsters and various

Employers signatory to these Collective Bargaining Agreements. The Trust is a Joint Trusteed Labor-Management Trust which was created to provide benefits including death and accidental death and dismemberment benefits to Employees and their eligible Dependents. Copies of any such agreements may be obtained by you or your Beneficiary upon written request to the Plan Administrator, and are available for review and examination in the Office of the Plan Administrator.

## **XII. Your Rights Under the Employee Retirement Income Security Act of 1974 (“ERISA”)**

As a participant in the Teamsters Multi-Benefit Trust Death and Accidental Death Benefit 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 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 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.

### **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 welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare 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 or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your 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 Avenue N. W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication's hotline of the Employee Benefits Security Administration.

**TEAMSTER MULTI-BENEFIT TRUST  
DEATH AND ACCIDENTAL DEATH BENEFIT PLAN**

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**Effective Date  
January 1, 2014**

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