

**Heavy and General Laborers'
Local Union 472 and Local Union 172 of New Jersey
Annuity Fund
Summary Plan Description**

January 2015

**Heavy and General Laborers'
Local Union 472 and Local Union 172 of New Jersey
Annuity Fund**

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TO ALL PARTICIPANTS

It is with great pleasure that we present you with this Guide describing your Annuity Plan benefits as of January 2015.

In this Guide you'll find a description of the eligibility requirements for participation, the benefits to which you're entitled and the procedures you should follow to obtain benefits provided by the Fund. If you want more detailed information about the Plan, you may contact the Fund Office for a copy of the rules and regulations for the Plan.

We strongly urge you to read the Guide carefully and familiarize yourself with the features of the Plan. We also recommend that you share this booklet with your family to protect their interests and that you keep it handy for future reference.

We are very proud of the Annuity Plan and the additional funds it provides for you at retirement. If you need any assistance or information, please call the Fund Office at 973-589-5050. We thank you for your support and look forward to continuing to provide savings for your retirement years.

Sincerely,

Board of Trustees

ANNUITY PLAN

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Se tiver qualquer dificuldade em compreender qualquer parte deste livrete, por favor dirija qualquer pergunta ao Director Geral, Heavy and General Laborers' of New Jersey Annuity Plan. Telefone 973-589-5050. O horario do escritorio: Segunda a Sexta-feira: 9:00 a.m. – 5:00 p.m.

This Guide, or Summary Plan Description, contains highlights of the retirement benefits provided by the Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey Annuity Plan. **It doesn't change the official rules and regulations in the official Plan document or other documents, including trust agreements and the collective bargaining agreements establishing the Plan. Rights to benefits are determined only by referring to the full text of official Plan documents (available for your inspection at the Fund Office) or by official action of the Board of Trustees. If there is any conflict between the terms of the official rules and regulations of the Annuity Fund or the Plan it has adopted and this Summary Plan Description, the official rules and regulations shall control.**

The Board of Trustees intends to continue the benefit programs described in this Guide indefinitely. Nevertheless, it reserves the right, subject to the provisions of any pertinent collective bargaining agreement, to terminate or amend any or all of the Fund's benefit programs in whole or in part at any time in the future. The Plan may be terminated by the Board of Trustees when there is no longer in effect an agreement between an Employer and the Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey requiring payment to the Fund.

If any questions concerning eligibility for benefits arise, the Trustees have sole and exclusive authority to resolve the issue. The Trustees' decisions are final and binding.

INTRODUCTION

The Plan was established on September 1, 1980 (originally the “Defined Contribution Plan”) under collective bargaining agreements made between participating employers and the Heavy and General Laborers’ Local 472 and Local 172 of New Jersey.

A Board of Trustees, which consists of an equal number of representatives of the Union and representatives of the employers, administers the Fund. Their names and addresses are listed on the first page of this section. They serve without any compensation. The Fund is a separate trust fund that was established for the purpose of paying benefits provided by the Plan.

The Plan is funded by **employer contributions**. You are not required or permitted to contribute to the Plan.

All contributions to the Plan are made by employers according to the terms of their collective bargaining agreements with the Union. You are not required, nor are you permitted, to make contributions to the Plan.

The Plan may be amended or changed by the Board of Trustees. If it is changed, you will be notified. You should keep any notices of Plan changes with this booklet.

Moving?
Let the Fund Office know if you change your address.

Because the Board of Trustees will be communicating with you in writing, you should notify the Fund Office as soon as you change your address.

PARTICIPATING IN THE PLAN

WHO CAN PARTICIPATE

In general, you are a participant in the Plan if you are an employee working for an employer that is required to contribute to the Plan under the terms of a collective bargaining agreement with Laborers' Local 472 or Local 172. You are also a participant if contributions are made on your behalf because you are a full-time salaried employee of:

- ✧ Local Union No. 472 or No. 172 of the Laborers International Union of North America, AFL-CIO;
- ✧ The Heavy and General Laborers' Welfare Fund of New Jersey;
- ✧ The Heavy and General Laborers' Locals 472 and 172 Pension Fund;
- ✧ The Heavy and General Laborers' Locals 172 and 472 S.E.T. Fund; or
- ✧ The Heavy and General Laborers' Locals 472 and 172 Group Legal Service Fund.

Participant means that contributions are made on your behalf because you are employed by a contributing employer or by one of the Plans of the Union.

As a participant, you will receive a statement from the Fund Office at least once a year showing the amount of employer contributions that have been made on your behalf in the previous year and the value of your individual account in the Plan.

WHEN PARTICIPATION BEGINS

Your participation begins when the Fund Office first receives contributions that your employer is required to make to the Plan on your behalf.

DESIGNATING YOUR BENEFICIARY

You may designate a beneficiary to receive your account in the Plan in case you die before you receive it. The Fund Office will provide you with a form to designate your beneficiary. You may also change your beneficiary at any time. The change will be effective at the time the Fund Office receives your new beneficiary designation form. If you are married or in a civil union, your spouse or spousal equivalent is entitled to receive 50% of your account upon your death or you may name your spouse or spousal equivalent to receive 100% of your account.

If you die before you retire and you do not name a beneficiary or your beneficiary dies before you, the Plan will pay your individual account as follows:

- ✧ If you are married or in a civil union at the time of your death, your spouse or spousal equivalent will generally receive your individual account in the form of a single life annuity. Your spouse or spousal equivalent can reject this form of payment and elect a lump sum or annual payments in equal installments, not in excess of 10 years.
- ✧ If you are not married or not in a civil union, your individual account will be paid to the Executor or Administrator of your estate.

Spousal Equivalent. The Plan recognizes a member's civil union partner or same-gender marriage partner as a "spousal equivalent." To qualify as a spousal equivalent, the relationship must have been entered into in a state that licenses or registers civil unions or same-gender marriages and the State of New Jersey must recognize the relationship as equal to a New Jersey civil union.

Spouse. The term "spouse" or "surviving spouse" means an individual who is legally married to you and who is treated as a spouse under federal law.

YOUR INDIVIDUAL ACCOUNT IN THE PLAN

Your individual account is set up at the end of the first calendar year that the Fund receives contributions on your behalf. “Individual account” describes the amount of money you would receive from the Plan if you were entitled to receive a payout at that time.

Your individual account is made up of:

- ✧ All of the contributions that are received on your behalf; plus
- ✧ Your proportionate share of interest earned and appreciation on investments of the Plan as of the last valuation date; minus
- ✧ A uniform share of the expenses of operating the Fund.

| | |
|---------------------------------|-----------------|
| Your individual account equals: | |
| | Contributions |
| + | Earnings |
| + or - | Change in value |
| - | Expenses |

Your account grows when your employer makes additional contributions, your account earns interest and the value of your account’s investments grows. The value of your account may decrease, however, if the value of your account’s investments decreases. Your account will also decrease slightly by absorbing a uniform share of the expenses of operating the Fund. If your account has a small balance and is inactive, however, it can be decreased to zero if administrative charges to the account exceed your account’s earnings.

VALUATION DATE

The valuation date is the last business day of each calendar month. That is the date when the value of your individual account is determined. On that date, all of the factors that affect the value of your individual account – contributions, investment income, gains or losses and operating expenses – are added to or subtracted from the value of your individual account as determined at the previous valuation date. You will receive a statement of your individual account value within six months after the end of each year that you are a participant in the Plan.

HOW YOU EARN THE RIGHT TO YOUR INDIVIDUAL ACCOUNT

100% VESTING

You are always vested in – or have earned the right to – 100% of any contributions your employer makes to your individual account plus earnings, minus your individual account's share of the Plan's expenses.

Your individual account is not available to you at any time you wish, but may be distributed to you under the rules explained in the sections about receiving your individual account that follow.

Vesting means that you have earned the right to your individual account.

You should be aware that if your account has a small balance and is inactive, it can be decreased to zero if administrative charges to the account exceed your account's earnings, so that you would be vested only in a zero-balance account and would not receive a benefit from the Plan.

YOU MAY NOT PLEDGE YOUR ACCOUNT

Although you vest in your employer's contributions immediately, you may not pledge your individual account as security for a loan or any other purpose. In addition, your account is not subject to the claims of your creditors in legal proceedings, including bankruptcy or insolvency matters. The Employee Retirement Income Security Act of 1974 (ERISA), the federal law that governs your Plan, prohibits you from pledging your account and prohibits creditors from making claims against your account.

LOANS–BORROWING MONEY FROM YOUR ACCOUNT IN THE PLAN

After contributions have been made to your individual account for three consecutive years, you may borrow money from your individual account in the Plan.

For Example:

Luis began working in 2008 and the Fund Office began receiving contributions from his employer on August 1, 2008. The Fund Office set up an account for Luis on December 31, 2008. Luis continued working and the Fund Office continued to receive contributions from his employers on his behalf during 2009 and 2010. Luis may borrow from his account as early as January 1, 2011.

If you are married, your spouse must consent in writing to the loan. If you are in a civil union or same-gender marriage, you do not need your spousal equivalent's consent to obtain a loan.

To be **eligible for a loan** from the Plan, contributions must have been received on your behalf for three consecutive years.

LOAN PURPOSE

You may take a loan from your account for the following reasons:

- ✧ *Medical expenses* of \$500 or more for you or your dependents that are not reimbursed by the Heavy and General Laborers' of New Jersey Welfare Fund;
- ✧ *Educational expenses* beyond the high school level for you or your dependents;
- ✧ *Home improvement, home repairs or refinancing* for your primary residence costing a minimum of \$2,500;
- ✧ *Home purchase expenses* only one time for the purchase of your primary residence;
- ✧ *Funeral expenses* for your spouse, spousal equivalent, child, parent or parent-in-law;
- ✧ *Expenses* to prevent you from losing your primary residence due to foreclosure proceedings;
- ✧ *Expenses* to prevent you from being evicted from your principal residence or to assist you in obtaining a new principal residence due to eviction;

Your home must be your primary residence for purposes of Plan loans. You may receive a home purchase loan only once from the Plan.

- ✧ *Expenses* to obtain a new principal residence or to renovate a principal residence, or to replace necessary basic household furnishings or belongings, which have been destroyed **due to an Act of God**;
- ✧ *Expenses to pay federal and/or state taxes* owed by you when an official notification from the IRS or the State has requested payment from you for such taxes owed.

LOAN LIMIT

There is a limit on the amount of your outstanding loan balance. The total of your outstanding loans from the Plan may not exceed the *lesser* of:

- ✧ 50% of the total balance of your individual account; or
- ✧ \$50,000 (reduced by the excess of the highest outstanding balance of all loans during the one-year period).

INTEREST

You must pay interest on your loan. The interest rate will be equal to the prime rate plus one percent that was in effect on January 1 of the calendar year that your loan was approved. The Trustees determine the interest rate annually on January 1 and the rate is effective through December 31 of the same year for any loans you receive during that period. The interest rate will be effective for the life of your loan. Beginning on loans issued after July 1, 2007, interest payments will be added to your individual account and not to the total investment yield of all accounts.

REPAYMENT

To obtain your loan, you must sign a promissory note, which is an agreement to repay your loan. Loans are repaid in amortized level quarterly payments due each January 1, April 1, July 1, and October 1. Your loan and all accrued interest must be entirely repaid within a five-year period. However, if the loan is for the purchase of your home (your primary residence), it must be repaid within a 10-year period. You must send your loan payments by check or money order to the Fund Office in accordance with the terms of your loan.

You are not required to make loan payments while on active military duty. Loan repayments are suspended during military service leave under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

If you have an outstanding loan balance at the time your account is distributed to you, there will be an adjustment to your account balance for the outstanding loan balance and any interest that is due before your account is paid to you. However, the outstanding loan balance will be considered part of your individual account that you receive for income tax purposes and it will be included in the taxable income that is reported to you and to the Internal Revenue Service as a taxable distribution. See the section *Concerning Taxes on Your Benefits* on page 14.

Five years is the maximum repayment period. However, you have **10 years** to repay if the loan is for the **purchase** of your home.

LOAN DEFAULT

You're considered to have defaulted on your loan if you fail to make a scheduled payment by the end of the calendar quarter following the quarter in which payment was due. If you default on a loan payment, your outstanding balance plus any accrued interest will be considered a taxable distribution.

If you default on your loan, you will not be eligible to receive another loan. This lifetime ban on no further loans went into effect on loans that defaulted on or after January 1, 2004. In addition, if your promissory note is not sufficient to satisfy your outstanding loan balance, the Trustees may take any legal action necessary to enforce repayment of the loan, including any accrued interest due. You may be responsible for the costs that the Trustees incur to collect the loan.

Please contact the Fund Office if you need a loan application form.

RECEIVING BENEFITS FROM THE PLAN

In general, you can receive a distribution of your benefits from the Plan when you:

- ✧ Retire,
- ✧ Reach Normal Retirement Age,
- ✧ Leave the industry, move to another part of the country or enter military service, or
- ✧ Become disabled.

AMOUNT OF YOUR BENEFIT

To determine the amount you will receive from the Plan when you receive a distribution:

Start with: The value of your individual account as of the last valuation date;

Subtract: Any outstanding loans and accrued interest that you owe that has not already been subtracted from the account balance; and

Add: All contributions received on your behalf and all loan repayments made since the last valuation date.

IF YOU RETIRE

In general, when you reach age 55 and retire, you are eligible to receive the amount in your individual account. You must prove that you are retired by showing that you are receiving a pension from the Heavy and General Laborers' of New Jersey Pension Fund.

You are **retired** if you have completely withdrawn from employment as a laborer and you are receiving a pension from the Heavy and General Laborers' Pension Fund.

You may also leave your individual account in the Plan and withdraw it at a later date, but not later than April 1 of the year after the year in which you reach age 70½.

IF YOU REACH NORMAL RETIREMENT AGE

If you reach Normal Retirement Age and elect to receive a distribution of your account, it will be distributed to you immediately. You do not need to be receiving your pension in order to receive your account balance at Normal Retirement Age.

Normal Retirement Age is the later of the date you reach age 65 or the fifth anniversary of your participation in the Plan.

IF YOU LEAVE THE INDUSTRY, MOVE TO ANOTHER PART OF THE COUNTRY OR ENTER MILITARY SERVICE

If you leave the industry permanently or move to another part of the country, you will be entitled to receive the money in your individual account in the Plan – but not right away. In order to show that you have left the industry permanently, you must not have any employment in the industry for at least six months. You may receive your individual account as early as six months after contributions to the Plan on your behalf have stopped. You may also receive the money in your account if you enter military service that is expected to last at least six months.

You may also leave your individual account in the Plan and withdraw it at a later date, but not later than April 1 of the year after the year in which you reach age 70½.

IF YOU BECOME DISABLED

If you become totally and permanently disabled you may receive your individual account in the Plan. You are totally and permanently disabled if you are unable to work as a laborer. The determination of whether you are totally and permanently unable to work as a laborer is solely up to the Trustees. You must provide medical evidence to prove your disability. You must also submit to any medical examination required by the Trustees to determine your disability.

Totally and permanently disabled means that you are not able to work as a laborer.

See the section *Forms of Benefit Payment* on page 11 for information on how your disability benefits may be paid.

FORMS OF BENEFIT PAYMENT

The normal form of benefit payment provided under the terms of the Plan is an annuity. If you are single at the time you receive your benefits from the Plan, the normal form of benefit payment is an annuity that is a monthly benefit paid for your lifetime. If you are married or in a civil union at the time you receive your benefits from the Plan, the normal form of benefit payment is an annuity that:

- ✧ Provides you with a monthly benefit for your lifetime, and
- ✧ Upon your death, provides a monthly benefit for the lifetime of your spouse or spousal equivalent that is 50% of the amount you were receiving.

If you are married or in a civil union, a 75% survivor annuity for your spouse or spousal equivalent is also available. If you receive your account balance in the form of an annuity, the Plan Administrator will use your account balance to purchase an annuity from an insurance company for you or for you and your spouse or spousal equivalent, if you are married or in a civil union.

Lump Sum Payment of Your Benefits.

You can receive your account balance in a single lump sum. However, you must reject the normal form of payment – the annuity – in order to receive the lump sum and if you are married, your spouse must consent in writing to the alternate form of payment.

You may also choose to receive your benefits:

- ✧ In a single lump sum;
- ✧ As a series of periodic payments over a period of time that does not exceed 10 years;
- ✧ In a lump sum payment of part of your account, with payment of the balance in a series of periodic payments over a period of not more than 10 years.

If you are married when you receive payment of your individual account, the law gives your spouse the right to a share of your benefits in the form of the annuity that is the normal form of benefits for married participants. For that reason, your spouse must give written consent to the lump sum distribution or any form of payment other than the normal form of payment. If you are in a civil union or same-gender marriage, you do not need to obtain your spousal equivalent's consent to obtain the lump sum distribution or any other form of payment.

You should contact the Fund Office if you have any questions about other forms of payment. The Plan Administrator will let you know the amount of your benefits under the different alternatives at the time you apply for and are eligible to receive your benefits.

SPOUSE'S CONSENT TO THE LUMP SUM FORM OF BENEFIT

If you and your spouse wish to receive your benefits in a lump sum or a form other than a lifetime annuity, your spouse must consent to this in writing. Your spouse must acknowledge the effect of the consent to the form of payment you choose and the Plan Administrator, a Fund Office Representative or a Notary Public must witness your spouse's signature. You do not need to have your spouse's consent if you can prove to the Trustees that:

- ✧ You are not married;
- ✧ Your spouse cannot be located;
- ✧ You and your spouse are divorced; or
- ✧ Your spouse has abandoned you as confirmed by a court order.

If your spouse has been declared legally incompetent, the consent may be given by your spouse's legal guardian.

A spousal consent is not effective if it is given more than 180 days before the date your benefits are paid.

If you are in a civil union or same-gender marriage, you do not need to obtain your spousal equivalent's consent to obtain the lump sum distribution or any other form of payment.

SMALL BENEFIT PAYMENT

If the value of your account balance is \$5,000 or less (including any outstanding loans), it will be paid to you as a single lump sum. When a lump sum payment is made, no additional benefits will be payable from the Plan.

QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs)

Your Account may be affected by a Qualified Domestic Relations Order (QDRO). If you divorce your spouse, a court or state agency may issue a "Qualified Domestic Relations Order" (QDRO) as part of the proceedings. A QDRO is an official order of the court or state agency that instructs the Trustees to pay all or part of your benefit to an alternate payee, either currently or at some time in the future.

QDRO procedures

Call the Fund Office at 973-589-5050 if you need information about QDRO procedures.

You may request information about QDRO procedures from the Fund Office.

Alternate payees may include your spouse, former spouse, child or dependent. The Plan treats the alternate payee as a separate participant. The alternate payee will receive the account balance as soon as the QDRO is approved.

CONCERNING TAXES ON YOUR BENEFITS

The money in your individual account is not taxed to you when your employer makes contributions to the Plan on your behalf. However, it is taxable income to you at the time you receive it. You must report any money you receive from the Plan as taxable income in the year you receive it.

AT EARLY WITHDRAWAL

This Plan is designed to provide you with retirement income. Because of this, you may incur a 10% excise tax from the IRS for receiving your benefit early (generally before age 59-1/2). This is in addition to any federal, state, or local income tax. When you are eligible to receive your benefits, you may generally “roll over” your benefit into a personal Individual Retirement Account (IRA) or into another qualified retirement plan to avoid penalties and keep your savings tax-deferred. See page 15.

STANDARD WITHHOLDING

Federal law requires that federal income tax be withheld from your Plan distribution at the rate of 20% of the amount distributed to you either as a lump sum distribution or as a series of payments over a period of less than 10 years unless you roll over the entire distribution directly to an IRA or to another qualified plan.

Consult with your tax advisor. Your tax advisor knows your financial situation and can best assist you in choosing how to receive your benefit and minimize the tax you pay on this income.

If you are receiving a mandatory minimum distribution because you have reached age 70½, the minimum distribution is not subject to the 20% withholding rate and you may elect whether or not to have tax withheld on the minimum distribution amount. However, any amount you withdraw in excess of the minimum distribution that is paid as a lump sum or installment payments over less than 10 years is subject to the 20% withholding rate.

Tax laws are complex and change from time to time. To best understand the tax consequences of the benefit you receive, you should discuss your particular circumstances with a trusted tax advisor.

ROLLING OVER YOUR ACCOUNT TO AN IRA OR ANOTHER PLAN

You may be able to continue deferring taxes on a taxable distribution through a “rollover.” A rollover lets you transfer your otherwise taxable Plan distributions to an Individual Retirement Account (IRA) that you have established. You may also roll over your benefit into another employer’s qualified plan.

You may roll over your distribution directly to an IRA or to another plan by instructing the Plan Administrator to make the direct transfer. Or you may have your distribution paid to you and then roll it over to an IRA or to another qualified plan. You have 60 days from the time payment is made to you to roll over all or some of the distribution. Any portion you don’t roll over will be taxable in the year in which it is received. Keep in mind that the Fund must withhold 20% in federal taxes from any distribution that is paid directly to you. So if you wish to roll over your full distribution after payment is made directly to you, you must make up that 20% difference from your own funds until you receive it back in the form of a tax refund after filing your return for the year of the distribution. If you do not make up the 20% difference, it will be taxable income to you.

You will receive a notice from the Plan if you are eligible for a rollover. Be sure to consult with your tax advisor and understand the tax consequences of receiving your distribution before doing so.

SURVIVOR BENEFITS

BEFORE YOU ARE RECEIVING BENEFITS

If you die before you receive any payments from your individual account, your account will be paid to your beneficiary. If you are not married or in a civil union, your account balance will be paid to your beneficiary in a lump sum or equal annual installments, not to exceed five years. If you did not designate a beneficiary under the Fund, your individual account will be paid to the Executor or Administrator of your estate.

If you are married or in a civil union at the time of your death, your spouse or spousal equivalent will receive at least 50% of your account balance in the form of a single life annuity. Your spouse or spousal equivalent may reject the single life annuity form of payment and elect to receive a lump sum or annual payments in equal installments, not in excess of 10 years. The balance of your account is paid to your designated beneficiary. Your spouse or spousal equivalent will receive 100% of your account if he or she is the only beneficiary you designated.

Your surviving spouse may elect to defer payment of the pre-retirement surviving spouse annuity until the later of December 31 of the calendar year:

- ✧ That follows the year you died; or
- ✧ You would have reached age 70½.

If your surviving spouse is the sole beneficiary, this election must be made no later than September 30 of the calendar year that follows the year you died or would have reached age 70½ or, if earlier, of the calendar year containing the fifth anniversary of your death. This also applies if your surviving spouse is your sole beneficiary and he or she dies before payments begin.

If your surviving spouse is not your sole beneficiary, your beneficiary may elect to defer payments until December 31 of the calendar year immediately following the calendar year of your death. The election must be made no later than September 30 of the calendar year immediately following the calendar year of your death. Your account must be distributed by December 31 of the year of the fifth anniversary of your death.

If there is no designated beneficiary as of September 30 of the year following the year of your death, your account balance will be distributed by December 31 of the calendar year containing the fifth anniversary of your death.

WHILE YOU ARE RECEIVING BENEFITS

If you are married or in a civil union and chose an annuity when you retired, your spouse or spousal equivalent will receive 50% or 75% of the monthly amount you were receiving based on the form of payment you elected. If you chose periodic payments of your account and you die while you are receiving benefits, then at your death your spouse or spousal equivalent will receive your remaining account balance, unless your spouse consented to your naming another beneficiary.

If you were not married or not in a civil union when you began receiving benefits, the remaining balance, if any, in your individual account will be paid to your beneficiary and if you have not designated a beneficiary or your beneficiary dies before you, then to your estate.

APPLYING FOR YOUR BENEFITS

You must apply for your benefits in writing on the form provided by the Fund Office. The Trustees may require you to furnish proof of your marital status and proof that you are retired. Submitting an application for benefits to the Fund Manager constitutes a benefit claim and an individual who submits a claim is referred to as a claimant.

Apply for your benefits in writing.

IF YOUR APPLICATION IS DENIED

If your application for benefits is denied, in whole or in part, the Fund Manager must provide you with a written notice of the denial within 90 days of receiving your written claim for benefits. Special circumstances may require up to an additional 90 days, in which case you will receive written notice of the extension before the end of the initial 90-day period and the date when a decision will be made.

If your claim for benefits is for a disability pension, the Fund Manager will make a decision about your application within 45 days of receiving it. This 45-day time period may be extended twice for up to 30 days under special circumstances. If an extension is needed, written notification will be provided of the special circumstances requiring an extension and the date by which a final decision is expected to be made, before the 30-day period ends (for the first extension) and before the 30-day period ends (for the second extension).

If an extension is required because of failure to provide necessary information, the period for making the benefit determination will be counted from the date on which the notification of the extension is sent to the claimant until the date when the claimant responds to the additional information.

The notice of denial will describe the specific reason(s) for the denial; the Plan provisions on which the denial is based; any additional information or material that you need to provide in order to support your application and an explanation of why it is necessary; the Plan's review procedures; and, a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

In addition, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination on a claim for disability benefits, the notice will include either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to the claimant upon request.

Right to an Authorized Representative: You can appoint an authorized representative to act on your behalf in filing a claim and seeking a review of a denied claim. However, you must notify the Fund Manager in advance in writing of the name, address, and phone number of your authorized representative.

Review of Documents: Upon request and free of charge, you or your authorized representative will be allowed to review relevant documents and submit issues and comments to the Fund Manager in writing. A document, record or other information is “relevant” and is required to be made available to you only if it was relied upon by the Fund Manager in making the benefit determination; was submitted, considered, or generated in the course of making the benefit determination; and demonstrates compliance with the Plan’s administrative processes and safeguards required under federal law.

APPEALING A DENIAL OF BENEFITS

Within 60 days after receiving a notice of denial (or within 180 days in the case of the denial of a claim for disability benefits), you or your authorized representative may request the Board of Trustees to review the denial. A petition for review must be in writing and must state, in clear and concise terms, the reason(s) for disputing the denial, and be accompanied by any pertinent or relevant document or material not already furnished to the Fund, and must be filed by you or your authorized representative with the Fund Manager within 60 days after you receive notice of the initial denial. The Fund Manager will present all petitions for review to the Board of Trustees or the subcommittee appointed by the Board of Trustees.

Failure to file a petition for review of the denial within the 60- or 180- day period will constitute a waiver of your right to a review of the denial. However, the Board of Trustees may relieve a claimant of any such waiver for good cause shown, provided application for relief is made within one year after the date shown on the notice of denial.

Important: You must submit any written proof or documentation you have in your written appeal to the Trustees *if* you are applying for benefits for covered employment that is not included in the Fund Office's records of your employment history.

Review of Appeal: The Board of Trustees will make their decision on review of the appeal no later than the next meeting of the Board that immediately follows their receipt of the appeal. If the appeal of the denied claim is received within 30 days before the date of the next regularly scheduled Board meeting, the decision may be made no later than the date of the second meeting following their receipt of the appeal. If special circumstances require an extension of time, written notification will be provided of such extension and the Board of Trustees will make their decision at the following meeting but in no case later than the third regularly scheduled meeting. Written notice of the decision will be provided as soon as possible but no later than five days after a final decision is made.

In the case of disability benefits, such decision on review of the denial will be made promptly and not more than 45 days after the Fund's receipt of the petition for review. If special circumstances require an extension of time for processing the review, notice of such extension will be furnished to the petitioner before the expiration of the 45-day period. A decision will then be made as soon as possible, but not later than 90 days after the receipt of the petition for review.

In reviewing a denial of disability benefits that is based in whole or in part on medical judgment, the Board of Trustees or the subcommittee appointed by the Board of Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care professional engaged for purposes of a consultation will be an individual who is neither an individual who was consulted in connection with the adverse determination that is the subject of the appeal, nor the subordinate of any such individual. Upon request, the claimant will be provided with the names of the medical or vocational experts, if any, who gave advice to the Trustees in making the determination on the claim, regardless of whether their advice was relied upon in making the determination.

The notice will include specific reasons for the decision, and will cite the Plan provisions on which the decision is based.

The notice will also include a statement indicating that you or your authorized representative are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits and a statement explaining your right to bring a civil lawsuit under ERISA following an adverse benefit determination upon your appeal. With respect to denials of disability benefits, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, the notice will include either the specific rule, guideline, protocol, or other similar criterion, or a statement that such rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol or similar criterion will be provided free of charge to the claimant upon request.

If the Board of Trustees rules in your favor on the appeal, this ruling will be binding and conclusive. If the Board of Trustees rules against your appeal, the ruling will also be binding and conclusive unless you start legal proceedings challenging the Board's ruling.

YOUR RIGHTS UNDER THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT OF 1994 (USERRA)

If you are on active military duty, you are entitled to certain rights in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Specifically, USERRA entitles you to prompt reinstatement in your job following completion of military service, with the same seniority, pay and benefits you would have had if you had not entered military service. In addition, your employer is required to continue making contributions to your Account. Your Account will receive these contributions only after you return to employment as outlined in the next paragraph. The amount of contributions will be based on the average weekly hours of service earned under the Plan during the 12 months immediately preceding the period of military service.

To qualify for "reemployment rights" under USERRA, you must receive an honorable discharge and return to active employment within one of the following time frames:

- ✧ 90 days of the date of discharge, if the period of service is more than 180 days
- ✧ 14 days from the date of discharge, if the period of service was 31 days or more but less than 180 days
- ✧ one day after discharge (allowing 8 hours for travel) if the period of service was less than 31 days.

If you are hospitalized or convalescing from an injury caused by active duty, these time limits may be extended up to two years.

Under USERRA an active employee is required to notify the employer (in writing or orally) that he or she is leaving for military service unless circumstances or military necessity make notification impossible or unreasonable. Your employer is required to notify the Plan within 30 days after you are re-employed following military service. It's a good idea for you to notify the Fund Office as well.

PENSION BENEFIT GUARANTY CORPORATION (PBGC)

The Plan is a defined contribution profit-sharing plan, which means that contributions are made in specific – or defined – amounts, but you are not guaranteed a specific amount of benefit when you leave Covered Employment. Because of this, your Plan Account is not insured under the plan termination insurance of the PBGC.

HOW BENEFITS CAN BE DELAYED

There are certain situations under which benefits can be delayed. Most of these circumstances are spelled out in the previous sections, but your benefits will also be affected in the following situations.

- ✧ You or your beneficiary does not file a claim for benefits properly or on time.
- ✧ You or your beneficiary does not furnish the information required to complete or verify a claim.
- ✧ You or your beneficiary does not have your current address on file with the Fund Office.

It is important that you keep the Fund Office informed of your current address and phone number, so as to avoid delayed benefit payments.

ASSIGNMENT OF BENEFITS

Generally, benefits under the Plan are for your benefit only. They cannot be sold, transferred, assigned or pledged to anyone; nor are benefits subject in any manner to anticipation, alienation, encumbrance, bankruptcy, attachment, garnishment or charge. However, exceptions are made for tax withholding or to satisfy the terms of a Qualified Domestic Relations Order (“QDRO”).

A QDRO is a court order or judgment that specifically directs the Plan to pay benefits from your Account to your spouse, former spouse, child or other dependent in connection with child support, alimony or marital property rights.

During any period when the Board of Trustees is determining whether a written order satisfies the QDRO requirements in the Internal Revenue Code, your Account could be restricted.

You will be notified if the Plan ever receives a proposed QDRO with respect to your Account. For more information on QDROs, or to receive a free copy of the procedures the Trustees follow in determining whether an order is qualified, contact the Fund Office.

“Qualified Domestic Relations Orders” are court judgments, decrees, etc. that pertain to child support, alimony, or marital property and that meet specific legal requirements. The Fund Administrator has procedures for determining whether a court judgment or decree meets the specific legal requirements to be a Qualified Domestic Relations Order.

COMPLIANCE WITH FEDERAL LAW

The Plan is governed by regulations and rulings of the Internal Revenue Service and the Department of Labor, and current Federal tax law. The Plan will always be construed to comply with these regulations, rulings and laws. Generally, Federal law takes precedence over state law.

RECOVERY OF OVERPAYMENT

If you or your beneficiary are overpaid or otherwise paid in error, you must return the overpayment. The Board of Trustees will have the right to recover any benefit payments made that were based on false or fraudulent statements, information or proof submitted, as well as any benefit payments made in error. Amounts recovered may include interest and costs.

In the event you are overpaid, the Fund Office will request a refund or the overpayment will be deducted from future benefits. If the refund is not received, the amount of the overpayment will be deducted from future benefits, or a lawsuit may be initiated to recover the overpayment. If any participant or beneficiary is ordered by a court or the Department of Labor to repay any amount to the Plan based on a violation of ERISA's fiduciary rules, the Plan may recover that amount by reducing benefits payable to that person in the future.

YOUR DISCLOSURES TO THE PLAN

If you provide false information to the Plan or commit fraud, you may be required to indemnify and repay the Plan for any losses or damages caused by your false statements or fraudulent actions. (Some examples of fraud include altering a check and knowingly cashing a voided check.) What's more, if the Plan makes payments as a result of false statements or fraudulent actions, the Board of Trustees may elect to pursue the matter by pressing criminal charges.

PLAN INFORMATION

OFFICIAL PLAN NAME

Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey Annuity Plan.

EMPLOYER IDENTIFICATION NUMBER

The Employer Identification Number is 22-2331070.

PLAN NUMBER

The Plan number is 001.

TYPE OF PLAN

The Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey Annuity Plan is a profit-sharing plan administered by a Joint Board of Trustees composed of five Union and five Employer representatives.

PLAN ADMINISTRATOR

The name and address of the Plan Administrator is:

The Board of Trustees of the Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey Annuity Plan
700 Raymond Boulevard
Newark, NJ 07105
Telephone: 973-589-5050

PLAN ADMINISTRATION

The Fund is administered in accordance with collective bargaining agreements and the Trust Agreement entered into with various Employers in the heavy and general laborers industry by the Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey. These collective bargaining agreements require that the Employers contribute to the Fund on behalf of each covered Employee at the fixed rates per hour paid as specified in the particular collective bargaining agreement.

A copy of any collective bargaining agreement requiring Employer contributions to the Fund can be obtained upon written request to the Plan Administrator and may be examined at the Fund Office. Participants or beneficiaries can request, in writing, a copy of these agreements.

FUNDING MEDIUM AND BENEFITS

Benefits are provided from the Fund's assets accumulated under the provisions of the collective bargaining agreement and the Trust Agreement. They are held in a Trust Fund for the purpose of providing benefits to covered Participants and defraying reasonable administrative expenses.

PARTICIPATING EMPLOYERS

The Fund Office will provide, upon written request, the information as to whether a particular Employer is contributing to this Fund on behalf of Employees working under a collective bargaining agreement.

AGENT FOR SERVICE OF LEGAL PROCESS

Agent for service of legal process is the Board of Trustees. Service of legal process may also be made upon a Plan Trustee or the Plan Administrator at 700 Raymond Boulevard, Newark, NJ 07105.

PLAN YEAR

The **Plan Year** is the calendar year: January 1 through December 31.

The calendar year: January 1 through December 31. The Plan Year is the calendar year: January 1 through December 31.

PLAN ADMINISTRATOR'S AUTHORITY

The Board of Trustees, as the Plan Administrator of the Annuity Plan's benefit programs, has full discretion and authority to make the final decision regarding all areas of Plan interpretation and administration, including:

- ✧ Eligibility for benefits;
- ✧ The level of benefits provided;
- ✧ Interpretation of Plan language (including this summary plan description); or
- ✧ Determination of administrative procedures.

The decision of the Plan Administrator is final and binding on all individuals dealing with or claiming benefits under the Annuity Plan, and if challenged in court, the Fund intends for the Plan Administrator's decision to be upheld, unless a court of competent authority finds the decision to be arbitrary and capricious.

No participating Employer, employer organization or labor organization, or any individual employed thereby, has authority to answer questions on behalf of the Fund and the Plan. Refer all inquiries to the Plan Administrator.

PLAN TERMINATION OR AMENDMENT

The Board of Trustees intends to continue the benefit programs described in this Guide indefinitely. Nevertheless, it reserves the right, subject to the provisions of any pertinent collective bargaining agreement, to terminate or amend any or all of the Fund's benefit programs in whole or in part at any time in the future. If any questions concerning eligibility for benefits arise, the Trustees have sole and exclusive authority to resolve the issue. The Trustees' decisions are final and binding.

The Board of Trustees may terminate the Plan when there is no longer in effect an agreement between an employer and the Heavy and General Laborers' Local 472 and Local 172 of New Jersey requiring payment to the Fund. Upon termination of the Fund's benefit programs, the Board of Trustees will apply the monies of the Fund to provide benefits or otherwise to carry out the purposes of the Fund in an equitable manner until all of the remaining assets of the Fund have been disbursed.

MAXIMUM CONTRIBUTIONS

The Internal Revenue Code imposes maximum limitations on all contributions permitted under all qualified plans combined, including your Pension Plan and this Plan. These limits are liberal and would not normally prevent you from receiving full benefits. These limitations are necessary in order for this Plan to qualify for favorable tax treatment. In the unlikely event that the employer contributions made on your behalf are limited due to Internal Revenue Code Section 415, the Fund Office will contact you with more information.

RIGHTS AND RESPONSIBILITIES

A Trust Fund is used solely to provide Plan benefits and services for the Fund's benefit programs in accordance with the provisions of the Trust Agreement that governs the programs. If you have any questions or problems as to benefits or benefit payments, you must direct them to the Trustees who administer the Plan or the Fund Office personnel who are authorized to act on behalf of the Trustees.

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)

As a Participant in the Heavy and General Laborers' Local Union 472 and Local Union 172 of New Jersey Annuity Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Participants are entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

You have the right to:

- ✧ 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. These include 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 Benefits Administration.
- ✧ Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan. These include 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.
- ✧ Obtain a statement telling you whether you have a right to receive a benefit from the Plan and, if so, what your benefits would be in the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for benefits 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 the 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 Plan 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, provided you have first appealed to the Board of Trustees (See *Appealing a Denial of Benefits* on page 19). 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 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 the Plan, you should contact the Fund 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 Fund Administrator, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, NW
Washington, DC 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.

You may also find answers to your Plan questions at the website of the EBSA at **www.dol.gov/ebsa**.

ERISA gives you rights to:

- ✧ Receive copies of Plan information;
- ✧ Receive a statement telling you whether you have the right to a Plan benefit and the amount of the benefit; and
- ✧ Bring a lawsuit to enforce your rights.

The information in this section gives you more details about those rights.

NOTES
