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**Teamsters Local Union 299  
Multi-Employer 401(k) Plan  
Summary Plan Description**

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# CONTENTS

1. INTRODUCTION.....	1
2. GENERAL PLAN INFORMATION .....	1
3. QUICK OVERVIEW .....	3
4. ELIGIBILITY AND PARTICIPATION.....	4
EMPLOYEE ELIGIBILITY .....	4
PARTICIPATION AFTER REEMPLOYMENT.....	5
5. CONTRIBUTIONS .....	6
PARTICIPANT ACCOUNTS.....	6
ELECTIVE DEFERRALS .....	6
MATCHING CONTRIBUTIONS .....	7
NONELECTIVE CONTRIBUTIONS.....	7
ROLLOVER CONTRIBUTIONS .....	7
COMPENSATION .....	7
6. INVESTMENTS.....	8
INVESTMENT RESPONSIBILITY .....	8
INVESTMENT PROCEDURES .....	8
7. VESTING AND FORFEITURE .....	8
VESTING .....	8
FORFEITURE.....	9
VESTING AFTER REEMPLOYMENT .....	10
8. PAYMENT OF BENEFITS .....	10
TERMINATION OF EMPLOYMENT .....	10
PAYMENTS IN DOMESTIC RELATIONS CASES .....	11
METHOD OF PAYMENT, INCLUDING DIRECT ROLLOVERS.....	11
WITHDRAWALS BEFORE TERMINATION OF EMPLOYMENT .....	12
LOANS.....	12
REQUIRED MINIMUM DISTRIBUTIONS .....	13

9. DESIGNATING A BENEFICIARY .....	14
10. APPLYING FOR BENEFITS .....	14
APPLICATION PROCEDURE .....	14
APPEAL PROCEDURE .....	15
SPECIAL PROCEDURES FOR CLAIMS RELATED TO DISABILITY .....	16
REPRESENTATION .....	18
FACILITY OF PAYMENT .....	18
11. TAXATION .....	18
12. YOUR RIGHTS AS A PARTICIPANT .....	19
QUESTIONS ABOUT THE PLAN .....	19
QUALIFIED MILITARY SERVICE .....	19
PROTECTION FROM CREDITORS .....	20
NO RIGHT TO EMPLOYMENT .....	20
AMENDMENT AND TERMINATION .....	20
NO BENEFIT INSURANCE .....	20
YOUR ERISA RIGHTS AND PROTECTIONS .....	20

# 1. INTRODUCTION

Your employer participates in a tax-qualified retirement plan to help you save for retirement. This is a summary of the plan.

You may elect to contribute some of your compensation to the plan. The employer will make matching or other nonelective contributions to the plan as set forth in the employer's collective bargaining agreement for collectively bargained employees, and as set forth in the employer's participation agreement for employees not covered by a collective bargaining agreement. The matching contributions, if any, are based on your elective deferrals. The plan keeps track of contributions and investments in accounts. When you retire, your vested account balance is your benefit under the plan. The plan assets are held in trust for investment, payment of benefits, and payment of plan administration expenses.

The plan and trust are established in documents executed by the plan sponsor and the joint board of trustees. This summary describes the major provisions of the plan and trust in order to help you understand how the plan works, but it does not describe every provision of the plan, trust, or applicable law. If any part of this summary conflicts with the provisions of the plan, trust, or applicable law, or if a provision is not described or is only partially described, the provisions of the plan, trust, and applicable law will control. You may obtain copies of the plan and trust documents from the plan administrator.

In this summary, "joint board of trustees" refers to the Board of Trustees of the Teamsters Local Union 299 Multi-Employer 401(k) Trust Fund, and "employer" refers to an employer who is participating in the plan as an employer pursuant to a participation agreement with the joint board of trustees.

# 2. GENERAL PLAN INFORMATION

<b>Name of Plan</b>	Teamsters Local Union 299 Multi-Employer 401(k) Plan
<b>Type of Plan</b>	Defined contribution plan
<b>Plan Effective Date</b>	January 1, 2002  This summary describes the plan as amended through January 1, 2025.
<b>Plan Year</b>	The plan records are maintained on an annual basis. The plan year is the 12-month period ending on December 31 each year.

**Plan Sponsor** Board of Trustees of Teamsters Local Union 299 Multi-Employer  
401(k) Trust Fund  
6515 Highland Rd., Suite 240  
Waterford, MI 48327

**Plan Sponsor's EIN** 38-2484871

**Plan Number** 001

**Plan Administrator** Board of Trustees of Teamsters Local Union 299 Multi-Employer  
401(k) Trust Fund  
6515 Highland Rd., Suite 240  
Waterford, MI 48327  
  
(800) 754-9933

The plan administrator is responsible for administration of the plan. The plan administrator has discretionary authority to interpret the plan, determine eligibility for participation and benefits, and decide all claims for benefits. The plan administrator will resolve disputes in accordance with the appeal procedures of the plan.

**Joint Board of Trustees** **Union Trustees:**  
Kevin Moore  
Roy Gross  
Kent Kwapisz  
David Pumfrey

**Employer Trustees:**  
Karen Stevens  
Mike Hass  
Steve Starnes  
  
6515 Highland Rd., Suite 240  
Waterford, MI 48327

The joint board of trustees is responsible for the administration of the trust.

**Agent for Service of Process** The plan administrator is the agent for service of legal process. Legal process may also be served on a trustee.

### 3. QUICK OVERVIEW

This section provides a quick overview of the plan, but you should read the entire summary for more information.

<b>Elective Deferrals</b>	You may elect to make contributions to the plan on a pre-tax basis, an after-tax basis (if agreed to in your employer's participation agreement), or a combination of both. If you are age 50 or older, you may also elect to make additional catch-up contributions. If you do not make an elective deferral election, and if your employer specifies in your employer's participation agreement, you will be deemed to have elected elective deferrals in the amount described in the "Elective Deferrals" portion of Section 5.
<b>Matching Contributions</b>	The employer will make matching contributions based on your elective deferrals in the amount specified in your collective bargaining agreement.
<b>Nonelective Contributions</b>	The employer will make nonelective contributions to the plan for you in the amount specified in your collective bargaining agreement.
<b>Investments</b>	You may invest your accounts in any one or more of the investment funds that are available under the plan. Investment funds may be added, eliminated, or replaced at any time.
<b>Vesting</b>	Vesting is determined by your employer's participation agreement.
<b>Normal Retirement Age</b>	The normal retirement age is 65.
<b>Payment of Benefits</b>	You may request payment of your account balance after retirement or other termination of employment.

**Pre-Retirement  
Withdrawals**

You may withdraw funds from your elective deferral account in case of financial hardship. You may withdraw funds from your elective deferral account for any reason after age 59½. You may withdraw funds from your rollover contribution account for any reason at any time. You may withdraw funds from your elective deferral account during your period of active duty in qualified military service if the service is for a period of more than 30 days.

## **4. ELIGIBILITY AND PARTICIPATION**

### **EMPLOYEE ELIGIBILITY**

If you are an eligible employee, you will become eligible to make elective deferrals on the next entry date after you attain age 18 and complete a 3-month period of service, unless otherwise specified in your collective bargaining agreement.

If you are an eligible employee, you will become a participant with respect to matching and nonelective contributions on the first day of your employment for which a collective bargaining agreement or participation agreement obligates your employer to make contributions on your behalf.

You will be credited with three months of service at the end of the third month after your employment commencement date, and further credited with a year of service at the end of each employment year, unless a separation from service occurs before that date.

The entry dates are January 1, April 1, July 1, and October 1, unless otherwise specified in your collective bargaining agreement.

You are not eligible to participate if you are—

- performing services for the employer under an agreement with an employment agency or employee leasing organization,
- performing services for the employer under an agreement that classifies you as an independent contractor,
- living and working outside the United States and you do not receive United States-sourced compensation, or
- covered by an agreement that does not provide for participation in the plan, or
- an employee of a member of an employer's employer group if the member has not adopted the plan, or

- employed temporarily by the union for the conduct of union business but you remain employed by a person or entity covered by a collective bargaining agreement with the union.

## **PARTICIPATION AFTER REEMPLOYMENT**

If you are reemployed after a termination of employment, your participation will depend on (i) whether you were a participant before the termination of employment and (ii) how much time has passed since the termination of employment.

If you are reemployed before you have a break in service, your participation after reemployment will be determined without regard to the termination of employment, and your prior service credit will be reinstated immediately, but you will not receive any credit for the time you were gone.

If you are reemployed after you have a severance from service, your participation after reemployment will be determined as follows:

- If you were a participant during the prior period of employment, you will become a participant again when you start work again.
- If you were not a participant, but you had completed the age and service requirements during the prior period of employment, you will become a participant on the next date permitted under the collective bargaining agreement or, if later, on the next date permitted under the collective bargaining agreement that would have applied to you if there had been no severance from service and after you have satisfied the age and service requirements.
- If you did not complete the age and service requirements during your prior period of employment, you will be treated as a new employee.

A severance from service means a termination of service with the company and all participating employers, and their affiliates. A severance from service will be deemed to occur on the earlier of the following:

- The date you quit, are discharged, die, or retire;
- The first anniversary of the date you are absent from work (with or without pay) for any reason except an authorized leave of absence; or
- The second anniversary of the first day of your absence from employment (with or without pay) by reason of pregnancy, childbirth, placement of a child in connection with an adoption, or childcare immediately following birth or adoption.

If you return to work at any time within one year after the first day of an absence from work (or two years in case of an absence by reason of pregnancy, childbirth, placement of a child

in connection with an adoption, or childcare immediately following birth or adoption), the absence will not result in a severance from service and the period of the absence will be counted in determining your period of service.

## **5. CONTRIBUTIONS**

### **PARTICIPANT ACCOUNTS**

The plan keeps track of contributions, forfeitures, investment income, and administration expenses in participant accounts with different accounts for different types of contributions. The accounts are for accounting purposes only, and do not require segregation of assets for investment or other purposes.

### **ELECTIVE DEFERRALS**

You may elect to make elective deferrals on a pre-tax basis, an after-tax basis (if agreed to in your employer's participation agreement), or a combination of both. (After-tax contributions are also known as Roth contributions.) Federal tax law limits how much you may contribute each year. This limit is adjusted for inflation. For 2025, the limit is \$23,500.

### **AUTOMATIC ENROLLMENT**

If your employer elected automatic enrollment provisions in its participation agreement, and if you do not make an elective deferral election, you will automatically be deemed to have elected to make elective deferrals at an initial rate of 3% of your compensation, or a different percentage elected in your employer's participation agreement. If you are automatically enrolled under this provision, this rate will automatically be increased by 1% each plan year until the rate is 10%, or a different amount elected in your employer's participation agreement. Automatic enrollment will apply to you when you become a participant, unless you elect to contribute at a different rate, or elect not to contribute. If you are automatically enrolled in elective deferrals, you may elect to revoke your automatic enrollment and you may also elect to withdraw the elective deferrals made pursuant to the automatic enrollment within 90 days after the first such contribution is made.

You may change your deferral election at any time after your initial enrollment.

### **CATCH-UP CONTRIBUTIONS**

If you have attained age 50, or you will attain age 50 before the end of the year, you may also make catch-up contributions. Federal tax law limits how much you may contribute each year. For 2025, the limit is \$7,500 (for a total of \$31,000). If you are age 60, 61, 62, or 63

before the end of the year, the catch-up limit for 2025 is \$11,250 (for a total of \$34,750). These limits are adjusted for inflation.

## **MATCHING CONTRIBUTIONS**

The employer may make matching contributions based on your elective deferrals. If your collective bargaining agreement provides for matching contributions, and you are eligible for them, your employer will make the matching contributions in the amount and at the time specified in your collective bargaining agreement.

## **NONELECTIVE CONTRIBUTIONS**

Your employer may also make nonelective contributions to the plan. The nonelective contribution will be determined by the terms of your collective bargaining agreement.

## **ROLLOVER CONTRIBUTIONS**

You may elect to contribute all or part of an eligible rollover distribution that you have received from another qualified retirement plan or IRA, including a direct rollover. You must show that the contribution satisfies all applicable rollover requirements. Rollover contributions from designated Roth accounts and Roth IRAs will be allocated to rollover accounts that are designated as Roth accounts.

## **COMPENSATION**

Compensation generally means the wages that you receive from the employer during the plan year, including overtime pay, bonuses, and commissions, as reported in Box 1 of your W-2.

Compensation also includes your elective pre-tax contributions to the plan and the flexible benefit plan, if any, even though these are not reported in Box 1 of your W-2.

Compensation does not include amounts paid before you became a participant in the plan or amounts paid after separation from service, except for wages that would have otherwise been paid and wages for unused sick or vacation leave.

## **6. INVESTMENTS**

### **INVESTMENT RESPONSIBILITY**

The plan offers a variety of investment funds. You may select any one or more of these funds for investment of your accounts. Investment funds may be added, eliminated, or replaced at any time. The plan administrator will let you know before this happens.

The plan administrator will provide you with information about the investment funds, including historical performance, fees, and expenses. It is important to understand this information before you make investment decisions. You may wish to consult an investment advisor or financial planner about your investment decisions. The company, employer, plan administrator, and trustee do not provide investment advice.

### **INVESTMENT PROCEDURES**

You may select investment funds for your accounts by visiting Financial Freedom House's website at [YourFFH.com](http://YourFFH.com), or by calling Financial Freedom House toll-free at 800-754-9933. You make your initial selections when you enroll in the plan. After that, you may change your selections at any time. Changes will be made as soon as administratively practicable. Some of the investment funds may limit the frequency of changes.

If you fail to make a selection, your accounts will be invested in a default target date investment fund appropriate for your age and projected retirement date.

## **7. VESTING AND FORFEITURE**

### **VESTING**

Your elective deferrals and rollover contribution accounts are fully vested at all times. Your safe harbor matching account, if any, is also fully vested. Vesting in all other accounts is determined by your employer's participation agreement.

You will be credited with a year of service at the end of each employment year if you do not incur a severance from service during the plan year.

## FORFEITURE

If you have a severance from service before you are fully vested, the non-vested portion of your account balance will be maintained in your accounts until forfeiture occurs.

- If the vested portion of your account is distributed to you before the end of the second plan year that begins after your severance from service, forfeiture will occur on the date of distribution. If your vested account balance is zero when your severance from service occurs, forfeiture will occur on the date of severance.
- In all other cases, forfeiture will occur when 60 months have elapsed after your severance from service (72 months if the severance from service occurs as a result of absence from work due to pregnancy, childbirth, placement of a child in connection with an adoption, or childcare immediately following birth or adoption), unless you are reemployed before that time.

Forfeitures will be restored to your accounts if you are reemployed by the employer or another participating employer before 60 months (or 72 months, if applicable) have elapsed after your severance from service, and if you repay all amounts previously paid from your accounts within five years of the date you are reemployed.

A severance from service means a termination of service with the company and all participating employers, and their affiliates. A severance from service will be deemed to occur on the earlier of the following:

- The date you quit, are discharged, die, or retire;
- The first anniversary of the date you are absent from work (with or without pay) for any reason except an authorized leave of absence; or
- The second anniversary of the first day of your absence from employment (with or without pay) by reason of pregnancy, childbirth, placement of a child in connection with an adoption, or childcare immediately following birth or adoption.

If you return to work at any time within one year after the first day of an absence from work (or two years in case of an absence by reason of pregnancy, childbirth, placement of a child in connection with an adoption, or childcare immediately following birth or adoption), the absence will not result in a severance from service and the period of the absence will be counted in determining your period of service.

## **VESTING AFTER REEMPLOYMENT**

If you were a participant in the plan when your severance from service occurred, and you are later reemployed, you may receive credit for your prior service in addition to your service after reemployment.

- If you are reemployed before you have a severance from service, you will receive credit for prior service when you start work again.
- If you are reemployed after you have a severance from service, you will receive credit for prior service at the end of your first employment year unless you have another severance from service before the end of the year.
- However, if you are reemployed after 60 months have elapsed since your severance from service, your service after the 60-month period will not count in determining the vested percentage of contributions made for you before the 60-month period.

## **8. PAYMENT OF BENEFITS**

### **TERMINATION OF EMPLOYMENT**

Your vested account balance is your benefit under the plan. You may request payment any time after your employment terminates.

#### **PAYMENT BEFORE NORMAL RETIREMENT AGE**

If your employment terminates before normal retirement age and your vested account balance is more than \$7,000, the plan will hold your vested account balance until you reach normal retirement age unless you consent to earlier payment.

If your vested account balance is \$1,000 or less, the plan may pay your vested account balance to you, even if you do not consent to payment.

If your vested account balance is more than \$1,000 but not more than \$7,000, the plan may pay your vested account balance by direct rollover to an IRA established for you by the plan administrator, even if you do not consent to payment.

#### **PAYMENT AFTER NORMAL RETIREMENT AGE**

If your employment terminates after normal retirement age, or you reach normal retirement age after termination of employment, the plan may pay your vested account balance even if you do not consent to payment. If you do not consent to payment and the

payment is more than \$1,000, the plan will make the payment by direct rollover to an IRA established for you by the plan administrator.

### **PAYMENT AFTER DEATH**

If you die before all of your vested account balance has been paid, your beneficiary will be entitled to receive the rest of your vested account balance.

## **PAYMENTS IN DOMESTIC RELATIONS CASES**

The plan will pay all or part of your account balance to an alternate payee as required by a qualified domestic relations order. Your spouse, former spouse, child, or other dependent can be an alternate payee.

If the plan administrator receives a domestic relations order relating to your account balance, the plan administrator will notify you of the receipt of the order and give you an opportunity to comment on the order. The plan administrator will then determine whether the order satisfies the requirements for a qualified domestic relations order and notify you accordingly. If the order qualifies, the plan will comply with the terms of the order.

The plan may charge your account with reasonable costs incurred in responding to a domestic relations order, including attorney fees and consultant fees.

The alternate payee may request payment any time after the plan administrator determines that the order is qualified.

## **METHOD OF PAYMENT, INCLUDING DIRECT ROLLOVERS**

Your benefit will be paid as a lump sum payment of all or part of your vested account balance. If any additional amount is later allocated to the account, the vested portion will be paid in the same manner.

You, your surviving spouse, or your spouse or former spouse who is an alternate payee may elect to have all or part of the payment made directly to an IRA or other eligible retirement plan. Any other individual beneficiary may elect to have all or part of the payment made directly to an IRA that is designated as an inherited IRA. The plan administrator will provide more information about this before payment is made.

## **WITHDRAWALS BEFORE TERMINATION OF EMPLOYMENT**

### **AGE 59 ½**

After you reach age 59½, you may withdraw all or part of your elective deferral account.

### **FINANCIAL HARDSHIP**

You may apply for and receive a withdrawal from your elective deferral account in case of financial hardship if you have an immediate and heavy financial need and the withdrawal is necessary to satisfy the financial need.

Immediate and heavy financial needs include medical expenses, college education expenses, funeral expenses, purchase of a principal residence, eviction or foreclosure on your principal residence, repair of damage to your principal residence, and expenses and losses resulting from federally declared disasters. The amount of a hardship withdrawal cannot exceed the amount required to satisfy the financial need.

The plan administrator will determine whether your application meets the requirements for a hardship withdrawal. You may be required to provide additional information about the financial hardship.

Hardship withdrawals before age 59½ may be subject to an additional 10% penalty tax on early distributions (in addition to any federal and state income taxes that are due on the distribution). You should consult a professional tax advisor before you request a hardship withdrawal.

### **MILITARY SERVICE**

If you are on active duty in qualified military service for a period of more than 30 days, you may withdraw funds from your elective deferral account during your period of active duty. If you do so, your elective deferrals, if any, will be suspended during the six-month period beginning on the date of the withdrawal.

### **ROLLOVER ACCOUNTS**

You may withdraw all or part of your rollover contribution account at any time.

## **LOANS**

The plan allows you to borrow money from your account if you are an active employee or on an authorized leave of absence. You can only have one outstanding loan at any given time.

The minimum loan amount is \$1,000. The maximum loan amount is the lesser of the following amounts:

- 50% of your vested account balance; or
- \$50,000.

You must repay the loan with interest. The interest rate will be determined at the time of the loan. The maximum loan period is five years.

If you fail to make a payment when due, the loan will go into default unless the payment is made by the end of the next calendar quarter. If the loan goes into default, you will be subject to income taxes on the outstanding loan balance and you may also be subject to an additional 10% penalty tax.

The plan administrator may establish loan policies and procedures from time to time to supplement the provisions of the plan. Please contact the plan administrator to get more information about plan loans.

## **REQUIRED MINIMUM DISTRIBUTIONS**

The federal tax code requires you to withdraw certain minimum amounts every year after you reach the required minimum distribution age of age 70½ (if you were born before July 1, 1949), age 72 (if you were born after June 30, 1949, but before January 1, 1951), or age 73 (if you were born on or after January 1, 1951). These required minimum distributions will be calculated so that you will withdraw your entire account over your life expectancy or the joint life expectancy of you and your spouse. If you are not a 5% owner of the employer, you will be required to begin withdrawing from your accounts no later than April 1 of the first year beginning after you attain the required minimum distribution age or retire, whichever is later. If you are a 5% owner of the employer, you will be required to begin withdrawing from your accounts not later than April 1 of the first year beginning after you attain the required minimum distribution age, regardless of whether your employment has terminated.

## 9. DESIGNATING A BENEFICIARY

**IMPORTANT:** You may designate a beneficiary to receive the unpaid balance of your benefit if you die. You should review your beneficiary designation from time to time, and change it as necessary or appropriate, especially at the time of significant life events, such as marriage, divorce, birth, or adoption.

You may designate a beneficiary at any time by completing a beneficiary designation form. Your spouse is automatically designated as your beneficiary unless you designate another beneficiary with your spouse's written consent. Your spouse's consent must be witnessed by a plan representative or a notary public and filed with the plan administrator. If you have designated your spouse as a beneficiary, termination of the marriage by divorce or annulment will automatically terminate the designation of your spouse unless otherwise provided in a qualified domestic relations order.

If you do not designate a beneficiary or your beneficiary does not survive you, the benefit will be paid to your surviving spouse, if any, or otherwise to your estate.

A beneficiary designation will become effective when the plan administrator receives it, but only if the plan administrator receives it before your death. Each beneficiary designation, when it becomes effective, supersedes all previous beneficiary designations.

## 10. APPLYING FOR BENEFITS

### APPLICATION PROCEDURE

You should ask about your benefits under the plan when your employment terminates. The plan administrator will provide you with an application for payment and a written explanation of rollover options at least 30 and not more than 180 days before the payment of your benefits begins. The plan administrator normally processes claims for benefits within 90 days. If there are special circumstances that require more time, the plan administrator will let you know what they are and how much more time is needed. The additional time will not be more than 90 days.

If the plan administrator denies your claim, the plan administrator will give you a written notice explaining why the claim was denied, the plan provisions on which the determination was based, whether additional information would help, why the additional information is

needed, and a description of your right to full and fair review through the plan's appeal procedure.

## **APPEAL PROCEDURE**

If you disagree with the initial determination, you may appeal the determination. You must file the appeal with the plan administrator in writing within 60 days after you receive the notice of denial. You must also submit in writing all comments, documents, records, and other information that you want the plan administrator to consider.

At your request, the plan administrator will provide you or your authorized representative reasonable access to and copies of all documents, records, and other information relating to your claim.

The plan administrator will review your appeal, considering comments, documents, records, and other information that you submit, whether or not it was submitted or considered in the plan administrator's initial determination.

The plan administrator normally reviews claims on appeal within 60 days. If there are special circumstances that require more time, the plan administrator will let you know what they are and how much more time is needed. The additional time will not be more than 60 days.

If your claim is wholly or partially denied after review, the plan administrator will give you a written notice explaining why the claim was denied, the plan provisions on which the determination was based, and a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relating to your claim.

## **LEGAL ACTIONS**

If you are not satisfied with the plan administrator's decision on your appeal, you may take further legal action under the federal law known as ERISA, but you may not commence any legal action regarding a claim for benefits before you exhaust the applicable claims procedure, including proper request for review of any adverse initial determination. You may not commence any legal action more than two years after the final determination on review. Judicial review will be limited to review for abuse of discretion.

## SPECIAL PROCEDURES FOR CLAIMS RELATED TO DISABILITY

If your claim involves a determination of disability, and the determination of disability is not to be made by a third party (such as the Social Security Administration or an insurance company), the claims procedure will be modified as follows:

- The initial determination will be made within 45 days, and the time for any extension will be up to 30 days, but the plan administrator may further extend this time for up to 30 more days if it provides written notice of the further extension before the end of the initial extension period. In the case of any extension, the notice of extension will specifically explain the standards for the determination of disability, the unresolved issues that prevent a determination on the claim, and the additional information needed to resolve those issues, and will allow at least 45 days for you to provide the specified information.
- If your claim is wholly or partially denied, the notice of determination will be provided in a culturally and linguistically appropriate manner and will include all of the following:
  - a discussion of the decision, including an explanation of the basis for disagreeing with or not following (i) the views presented to the plan of health care professionals treating you and vocational professionals who evaluated you, (ii) if the plan administrator obtained advice from medical or vocational experts in connection with the determination, the views of the experts regardless of whether the plan administrator relied on the advice in making the determination, and (iii) if presented to the plan administrator, a disability determination by the Social Security Administration;
  - if the determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to your medical circumstances, or a statement that the explanation will be provided free of charge upon request;
  - either the specific internal rules, guidelines, protocols, or other similar criteria of the plan that were relied on in making the determination or, alternatively, a statement that such rules, guidelines, protocols, or other similar criteria of the plan do not exist; and
  - a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

- If you disagree with the initial determination, you may request a review of the determination within 180 days.
  - The determination on review will be conducted without deference to the initial determination and will be made by a committee composed of individuals who did not take part in the initial claim determination.
  - If the initial determination was based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the committee will consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment and who is neither an individual who was consulted in connection with the initial determination nor the subordinate of any such individual.
  - If the plan administrator obtained advice from medical or vocational experts on behalf of the plan in connection with the initial determination, the plan administrator will identify the experts regardless of whether the plan administrator relied on the advice in making the initial determination.
  - Before the committee may make an adverse determination on review, if the committee obtains, considers, or relies on any new or additional evidence in connection with the review, or if the committee is going to base the adverse determination on a new or additional rationale, the plan administrator will provide the evidence or rationale to you, free of charge, as soon as possible and in time to give you a reasonable opportunity to respond before the date for making a determination on review.
- If the claim is wholly or partially denied on review, the notice of determination will be provided in a culturally and linguistically appropriate manner and will include all of the following:
  - a discussion of the decision, including an explanation of the basis for disagreeing with or not following (i) the views presented to the plan of health care professionals treating you and vocational professionals who evaluated you, (ii) if the plan administrator obtained advice from medical or vocational experts in connection with the determination, the views of the experts regardless of whether the plan administrator relied on the advice in making the determination, and (iii) if presented to the plan administrator, a disability determination by the Social Security Administration;
  - if the determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical

judgment for the determination, applying the terms of the plan to your medical circumstances, or a statement that the explanation will be provided free of charge upon request;

- either the specific internal rules, guidelines, protocols, or other similar criteria of the plan that were relied on in making the determination or, alternatively, a statement that such rules, guidelines, protocols, or other similar criteria of the plan do not exist.

## **REPRESENTATION**

You may designate someone to act on your behalf during any or all stages of review, but you are responsible for the fees and expenses of the representative.

## **FACILITY OF PAYMENT**

The plan administrator may rely on affidavits and other information that the administrator believes to be reliable. The plan administrator may authorize payment of benefits to any person on behalf of a participant or beneficiary for the convenience of the participant or beneficiary. If the plan administrator authorizes such a payment, the payment will discharge the plan from liability with respect to the payment.

If you fail to update your address with the plan administrator and the plan administrator is unable to find you after reasonable attempts to locate you, the plan administrator may transfer your benefit to the state unclaimed property fund offered by the state of your last known address. For further information concerning the eligible state funds to which benefits are transferred, please contact Brian Lakkides, Financial Freedom House, 6515 Highland Rd., Suite 240, Waterford, MI 48327, phone 248-461-9774.

# **11. TAXATION**

Pre-tax elective deferrals are not currently taxable, although they are still subject to Social Security and Medicare taxes. Roth (after-tax) elective deferrals are currently taxable. Employer contributions are not currently taxable. Your account balance, including investment income, is taxable when paid, except that your Roth contributions are not taxable again and under certain circumstances the investment income on after-tax

contributions is not taxable either. An additional 10% penalty tax may apply to payments before age 59½, disability, or death.

This information is not tax advice. The company, employer, plan administrator, and trustee do not provide tax advice. You should consult a tax advisor for assistance.

## **12. YOUR RIGHTS AS A PARTICIPANT**

### **QUESTIONS ABOUT THE PLAN**

If you have questions about the plan, you should contact the plan administrator. Most questions about the plan can be resolved quickly and fairly. If you request information and don't receive it, please check to make sure the plan administrator received your request. The plan administrator intends to respond to questions and requests for information as quickly as possible.

### **QUALIFIED MILITARY SERVICE**

If you take an authorized leave of absence for qualified military service and return to employment during the period for protection of your reemployment rights, you will be eligible to participate again when you return and you will not forfeit any amount that was allocated to your account at the beginning of the leave or any additional amount that was allocated during the leave. You will be credited with contributions that you would have received if your employment had not been interrupted by military service. You may make additional elective deferrals to make up for the time you were on military service; and if you do, you will also receive the matching contributions, if any, that would have otherwise been made. For this purpose, the plan administrator will assume your compensation for the period of leave is the amount you would have received if you had continued to work. If the plan administrator cannot determine that amount, the plan administrator will assume your compensation for each month of leave is your average monthly compensation during the 12-month period immediately preceding the leave.

If you die while performing military service, your account balance will be 100% vested and your surviving spouse or other beneficiaries will be entitled to payment as provided in the plan.

## **PROTECTION FROM CREDITORS**

The plan prohibits assignment or alienation of your benefit. These provisions protect your benefits from your creditors. These provisions also prevent you from assigning or pledging your interest in the plan as security for a loan or other obligation. However, these provisions do not prevent a portion of your benefits from being assigned to an alternate payee by a qualified domestic relations order or from being taken by the government for unpaid taxes.

## **NO RIGHT TO EMPLOYMENT**

The plan merely provides benefits for employment. It is not a contract of employment and does not give you any right to continued employment. If your employment terminates for any reason, you will be entitled to the benefits you have earned under the plan in accordance with the terms of the plan.

## **AMENDMENT AND TERMINATION**

The plan may be amended or terminated at any time. An amendment may be retroactive, as required or permitted by law, but an amendment may not retroactively reduce your account balance or vesting percentage unless required or permitted by law. If the plan is terminated, your account balance will become 100% vested.

## **NO BENEFIT INSURANCE**

The plan is not covered by the termination insurance program administered by the Pension Benefit Guaranty Corporation (PBGC). The termination insurance program applies only to defined benefit pension plans, that is, plans that pay a specified benefit upon retirement. It does not apply to individual account plans, like this plan, where the vested account balance is the benefit under the plan.

## **YOUR ERISA RIGHTS AND PROTECTIONS**

As a participant in the plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (“ERISA”). The following statement is provided in accordance with federal regulations.

### **OBTAINING INFORMATION**

ERISA provides that all participants are entitled to:

- Examine, without charge, at the plan administrator’s office, and at other specified locations, such as worksites and union halls, all plan documents, including insurance

contracts, 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, copies of the latest annual report (Form 5500 Series), and the current 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 quarterly statement of your account free of charge.

## **FIDUCIARY RESPONSIBILITIES**

In addition to creating rights for participants, ERISA imposes duties on the people who are responsible for the operation of the plan. These people are called fiduciaries and they have a duty to administer the plan prudently and in the interest of you and other participants and beneficiaries.

## **NONDISCRIMINATION**

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 benefit from the plan or exercising your rights under ERISA.

## **CLAIMS FOR BENEFITS**

If your claim for a 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.

## **ENFORCING YOUR RIGHTS**

Under ERISA, there are steps you can take to enforce your rights. For example, 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 a penalty up to a certain amount per 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 that is denied or ignored, in whole or in part, and you have exhausted the plan's claim review procedures, you may file suit in a State or Federal court. In addition, if you disagree

with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If 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 plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents, you may contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, which is 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 Publications Hotline of the Employee Benefits Security Administration.