

**Restated Retirement Plan
of the
LOS ANGELES
HOTEL-RESTAURANT EMPLOYER-UNION
RETIREMENT FUND**

**as Restated
Effective January 1, 2010
and
Amended Through December 31, 2016**

SUMMARY PLAN DESCRIPTION



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A MESSAGE FROM YOUR UNION AND EMPLOYER TRUSTEES

This Summary Plan Description (SPD) summarizes the eligibility rules and benefits of the Retirement Plan of the Los Angeles Hotel-Restaurant Employer-Union Retirement Fund as restated effective January 1, 2010 and amended through December 31, 2016.

The Retirement Plan was established in 1955 through negotiations between UNITE HERE Local 11 and its predecessors and the Hotel-Restaurant Employers' Council of Southern California. The Plan is administered by a joint Board of Trustees consisting of Employer and Union representatives who are responsible for managing the Fund under the terms of the Trust Agreement, the Collective Bargaining Agreement and the Plan of Benefits described in this SPD.

Please take time to read this booklet and become familiar with the benefit plan and the rules of eligibility. You will periodically receive updates to the SPD to advise you of changes to the benefits and eligibility rules. Please keep the updates with this booklet.

If you have any questions about the Plan, or if you would like a copy of the formal Plan document, contact the Administrative Office.

Sincerely yours,

BOARD OF TRUSTEES

AUTHORIZED SOURCE OF INFORMATION

The only authorized sources of information are this SPD, notices of modifications to the Plan, if any, the Trust Agreement, Plan document and any written report or disclosure required by law. No Employer or local union, nor any representative of any Employer or union is authorized to interpret the Plan on behalf of the Board, nor can such person act as an agent of the Board of Trustees. Questions as to eligibility, benefits and other matters should be submitted to the Administrative Office.

PLAN AMENDMENTS AND INTERPRETATION

Only the Board of Trustees is authorized to interpret the Plan described in this booklet. The Board has broad discretion to interpret the Plan, and its interpretation of the Plan shall be final and binding on all parties. All rights to benefits shall be determined in accordance with the Plan as interpreted by the Board of Trustees. Nothing in this SPD is meant to modify in any way the provisions of the Plan.

The Plan described in this booklet may be amended in writing by the Board of Trustees. The Trustees have the authority to amend the Plan in any manner that conforms to the requirements of, and is not prohibited by the Employee Retirement Income Security Act of 1974, as amended, the Internal Revenue Code, or the collective bargaining agreement between UNITE HERE Local 11 and the Hotel-Restaurant Employers' Council. The Plan shall remain in effect so long as there are employers obligated under a collective bargaining agreement to make contributions.

This document is printed in both the English and Spanish languages. In the event of a conflict between the English and Spanish versions, the English language version will govern.

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ASSISTANCE

This booklet contains a description of your rights and benefits under the Los Angeles Hotel-Restaurant Employer-Union Retirement Fund. If you have difficulty understanding any part of this booklet, or if you want a copy of the formal Plan document, contact the Administrative Office at 1200 Wilshire Blvd., 5th Floor Los Angeles, California 90017-1906. You may also call for assistance at (562) 463-5020 or (800) 252-9117.

TABLE OF CONTENTS

PART I - SUMMARY OF PLAN PROVISIONS CONCERNING PARTICIPATION, ELIGIBILITY AND BENEFITS

	<u>Page</u>
Definitions	1
Participation	3
Credited Service	4
Vesting Service	4
Full Vesting	4
One-Year Break-in-Service	5
Avoiding a Break-in-Service	6
Break-in-Continuous-Service	6
Re-Qualification	7
Recovery of Lost Service	7
Eligibility for Normal Retirement Benefits	7
Eligibility for Disability Retirement Benefits	8
Reduced Disability Retirement Benefits	8
Amount of Normal and Disability Retirement Benefits	8
Single Life Annuity	10
Joint and Survivor Annuity	10
Delayed Retirement	11
Loss of Benefits for Work After Age 62	12
Loss of Benefits for Work After Retirement	12
Loss of Benefits for Work Before Retirement	12
Pre-Retirement Surviving Spouse Benefits	14
Form and amount of Pre-Retirement Surviving Spouse Benefits	14
Commencement of Pre-Retirement Surviving Spouse Benefits	15
Eligibility for Reciprocity and Pro Rata Retirement Benefits	15
Amount of Pro Rata Retirement Benefits	15
Circumstances Which May Result in Loss of Benefit Credits	15
Circumstances Which May Result in Loss of Benefits	16
Post Retirement Credited Service	16
Dissolution of Marriage	17
Military Service	17

TABLE OF CONTENTS (Continued)

PART II - HOW TO APPLY FOR BENEFITS AND REVIEW HEARING PROCEDURES

	<u>Page</u>
How to Apply for Retirement Benefits	18
How the Spouse of a Deceased Participant Applies for Survivor Benefits	20
Claims and Appeals Procedure	20

PART III - SOME QUESTIONS AND ANSWERS 23-27

PART IV - INFORMATION REQUIRED BY ERISA

Name of Plan	28
Plan Administrator and Sponsor	28
Board of Trustees	28
Names, Titles and Addresses of Trustees	28
Type of Administration	29
Employer Identification Number	29
Plan Number	29
Type of Plan	29
Agent for Service of Legal Process	29
Fiscal Plan Year	29
Collective Bargaining Agreement	30
Source of Contributions	30
The Plan's Requirements Concerning Participation, Eligibility and Benefits	30
Circumstances Which May Result in Disqualification, Ineligibility or Denial, Loss, Forfeiture or Suspension of Benefits	30
Joint and Survivor Benefits	30
Description of Plan Provisions Concerning Years of Vesting and Credited Service	30
Plan Termination Insurance	30
Funding	31
Claims and Appeals Procedures	31
Availability of Documents and Other Important Information	31
Amending the Plan to Alter Benefits	33
Plan Termination	33

PART I

SUMMARY OF PLAN PROVISIONS CONCERNING PARTICIPATION, ELIGIBILITY AND BENEFITS

This booklet summarizes the participation, eligibility and benefits provisions of the Plan as restated January 1, 2010 and amended through December 31, 2015. If you stopped working for an employer that contributes to this Fund before January 1, 1999, if you retired before that date, or if you have not been continuously employed by a contributing employer during your working career, your benefits may be different than those described in this description of the Plan. If any of these circumstances apply to you, please contact the Administrative Office for further information about your pension.

If you become a Participant in this Retirement Plan and work enough to become Vested, you will be entitled to retire at age 62 or older and receive a monthly pension benefit during your lifetime, or a reduced amount during your life, and after your death, a monthly benefit equal to 75% or 50% of your reduced amount during your spouse's life. You may be eligible for benefits before age 62 if you are disabled. If you are Vested and die before you retire, your spouse will be entitled to a monthly benefit. Please read the following definitions and description of the Plan for a more detailed explanation of how you can earn benefits under this Plan.

1. Definitions

Please be sure you read the following important definitions to better understand this Summary Plan Description (SPD). Whenever these terms are used in this SPD they have the meaning explained in this section.

“Employer”

The term “Employer” means a person, organization, or group eligible to make contributions to the Retirement Fund for their employees, including any employer that has entered a collective bargaining agreement with UNITE HERE Local 11 which requires contributions to be made to this Fund. In addition, an Employer includes the following, provided they make contributions to the Trust Fund pursuant to procedures established by the Board of Trustees: UNITE HERE Local 11, on behalf of its employees; the Administrative Office of the Hospitality Industry Education and Training Fund, on behalf of its employees; or any other affiliated trust fund established or maintained pursuant to a collective bargaining agreement to which UNITE HERE Local 11 is a party, on behalf of its employees.

“Hours Worked” or “Hours of Work”

The term "Hours Worked" or "Hours of Work" means all hours for which you are paid under a collective bargaining agreement that requires employer contributions to this

Fund on your behalf. This includes both time you work and all hours not worked but required to be paid by the collective bargaining agreement, such as shift minimums according to classifications, vacations, holidays, and back-pay.

“Hour of Service”

a. Hours counted as Hours Worked are also counted as Hours of Service. However, no more than 501 Hours of Service will be counted during a period in which you perform no duties due to a vacation, holiday, illness, incapacity (including pregnancy or disability), layoff, jury duty or a leave of absence, for which you are paid or entitled to payment.

b. If you are absent from work for maternity or paternity reasons, and are not paid for such time, you will receive credit for the Hours of Service which would otherwise have been credited to you but for such absence. If such hours cannot be determined, you will receive credit for eight (8) Hours of Service per day of such absence. These hours will only be counted to determine whether a one-year break-in-service, as described in Section 6, for participation and vesting purposes has occurred in a year.

An absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

NOTE: Be sure to promptly notify the Administrative Office when you are absent from work for maternity or paternity reasons.

c. If you move from a job with your Employer for which contributions to this Plan are required by the collective bargaining agreement to a job with the same Employer that is not covered by the collective bargaining agreement, without first quitting or being terminated, the hours for which you are paid and the hours described in Section b above, will also be counted as Hours of Service. The same rule will apply if you move from a position not covered by the collective bargaining agreement to one with the same employer that is covered by the collective bargaining agreement.

“Southern California Hotel & Restaurant Industry” or “the Industry”

If you are employed in Southern California by an employer that employs employees in any classification normally covered by a collective bargaining agreement requiring contributions to this Fund, you are employed in the Southern California Hotel & Restaurant Industry. The Southern California Hotel and Restaurant Industry includes employers whether they have a collective bargaining agreement with Local 11 or not.

“Normal Retirement Age”

Under the Plan, Normal Retirement Age is defined as age 62.

“Annuity Starting Date”

If you satisfy the requirements for retirement under the Plan, the Annuity Starting Date is the first day of the first month to begin after the latest of: (1) your submission of an application for benefits, (2) 35 days after the Plan mails to you the explanation of benefit options described in Part II, section A.5, or (3) satisfaction of all requirements for payment of benefits. For special rules concerning Delayed Retirement, see section 17.

2. Participation

Effective January 1, 1994, if you have at least one Hour Worked for an Employer under a collective bargaining agreement with Local 11 that requires contributions to this Fund on your behalf, you will become a Participant in the Plan on the first day of the month immediately following the month in which you have at least 600 Hours of Service in a calendar year or any two consecutive calendar years.

From 1976 through 1993, you became a Participant on the first day of the month immediately following the month in which you earned 1000 Hours of Service during a Plan Year or in any two consecutive Plan Years.

Note: If you are an employee of an Employer that makes contributions to the Retirement Fund other than pursuant to a collective bargaining agreement, you may become a Participant under the terms of the agreement between your Employer and the Retirement Fund.

3. Credited Service

Benefits are based on the years of Credited Service you earn as a Participant. You earn Credited Service each calendar year on either the **CALENDAR MONTH** basis, or the **TOTAL HOURS** basis, whichever is greater, as follows:

a. **CALENDAR MONTH BASIS:** You will earn one-twelfth (1/12th) of a year of Credited Service for each calendar month in a calendar year in which you have sixty (60) or more Hours Worked; OR

b. **TOTAL HOURS BASIS:** If you have 500 or more Hours Worked in a calendar year, you will receive 1/2000ths of a year of Credited Service for each Hour Worked.

Example of Total Hours Basis: If you have 1200 Hours of Work in a calendar year, you will receive $1200/2000$ or .6 of a year of Credited Service. If you have 2,000 or more Hours Worked in a calendar year, you earn one (1) year of Credited Service. If you have less than 500 Hours Worked you will not earn any Credited Service for that year, under the Total Hours basis.

Example of "Greater-of" Credited Service: If you have 90 Hours Worked in each of seven months in 1997, you will have $7/12$ ths or .583 of a year of Credited Service under the Calendar Month basis. Under the Total Hours basis you will have $630/2000$ or .315 of a year of Credited Service. Since .583 is greater, your Credited Service earned in 1997 will be based on the Calendar Month basis. If you have 1750 Hours Worked in 1998 and have 60 or more Hours Worked in 10 months of the year, you will have $10/12$ ths or .833 of a year of Credited Service under the Calendar Month basis. Under the Total Hours basis, you will have $1750/2000$ or .875 of a year of Credited Service. Since .875 is greater, your Credited Service earned in 1998 will be based on the Total Hours Basis.

4. Vesting Service

You will earn one year of Vesting Service for each calendar year that you have at least 1,000 Hours of Service, or at least 60 Hours Worked in every month of the year (If you were an active Participant on December 31, 1975, the above provision will apply retroactively to the latest calendar year in which you suffered a break-in-service, if any, under the Plan in effect before 1976).

5. Full Vesting

When you become Vested, the Vesting Service and Credited Service you have earned cannot be taken away, even if you stop working in a job covered by the Plan.

You will be Vested when you have met one of the following requirements:

- a. Effective January 1, 1999, you earned 5 Years of Vesting Service, provided you have at least one Hour of Service on or after January 1, 1999; or
- b. Earned 10 years of Vesting Service, if you do not have an Hour of Service after December 31, 1998.
- c. Earned 10 years of Credited Service without a Break-in-Continuous-Service before age 62, or
- d. Earned 10 years of Credited Service and are an Active Participant at age 60, or
- e. Become age 62 or older while an Active Participant, or
- f. Satisfied the requirements for Disability Retirement Benefits (see section 12), or
- g. Effective for retirements on or after January 1, 1994, have at least one Hour Worked on or after January 1, 1994 and also satisfy the following conditions:
 - (1) Accrued 10,000 or more Hours Worked (all Hours Worked prior to any two consecutive calendar years in each of which fewer than 300 Hours of Service are accrued and in each month of which fewer than 60 Hours Worked are accrued, will be disregarded) and
 - (2) at least 10 consecutive calendar years have elapsed after the first calendar year in which you had Hours Worked under the Plan, and
 - (3) you earn Hours Worked in the last of such 10 or more consecutive calendar years, and
 - (4) the last of such 10 or more consecutive calendar years occurs in 1994 or later.
- h. An individual who is not a member of a bargaining unit and participates in the Plan, will become vested upon completion of 5 years of Vesting Service, provided that at least one Hour of Service is accrued after January 1, 1989.

6. One-Year Break-In-Service

If you are not Vested, you will have a one-year Break-in-Service for a calendar year in which you have less than 300 Hours of Service AND do not have 60 or more Hours Worked in at least one calendar month.

From 1976 to 1993, if you were not Vested, you would have had a one-year Break-in-Service for a calendar year if you had less than 500 Hours of Service AND you did not have 60 or more Hours Worked in at least one calendar month.

Examples:

1. If, in 2008, you work for an employer required to contribute to the Plan on your behalf in 7 months for 40 hours each month, you will have a

one-year Break-in-Service because you will have less than 300 Hours of Service ($7 \times 40 = 280$ hours) and you will not have at least one calendar month with 60 Hours Worked.

2. If, in 2008, you work for an employer required to contribute to the Plan on your behalf in 4 months for 70 hours each month, you will not have a one-year Break-in-Service because, even though you will have less than 300 Hours of Service ($4 \times 70 = 280$ hours), you will have at least one calendar month with 60 Hours Worked.

If you have a one-year break-in-service and are not Vested, you will cease to be a Participant and you will lose your Vesting Service and Credited Service. You may get this Vesting Service and Credited Service back if you are employed for at least 300 Hours of Service in a subsequent Plan Year (or for at least 60 Hours Worked during one calendar month during a subsequent Plan Year), before you have a Break-in-Continuous-Service (See Section 8).

7. Avoiding a Break-in-Service

A one-year Break-in-Service will not occur if you are:

- a. Vested,
- b. Disabled at least 7 months in a year, as determined by the Trustees. (If you are disabled for 7 or more months in a year, you should notify the Administrative Office as soon as possible.)
- c. Employed by an employer obligated to contribute to a related pension plan, if while so employed you were a Participant in such plan, and did not incur a Break-in-Service thereunder.
- d. Employed by an employer obligated to contribute to another negotiated pension plan to which the Union is also a party, if while so employed you were a Participant in such plan, did not incur a break-in-service thereunder, previously accrued at least two years Credited Service under this Plan, and transferred prior to a Break-in-Service.
- e. Employed by a contributing employer in a non-contract position for at least 300 hours in a calendar year (500 hours in a calendar year, before 1994).
- f. Absent from service due to a maternity or paternity leave as described in the Plan. You should notify the Administrative Office when you are on maternity or paternity leave.

8. Break-In-Continuous-Service

For Participants who have one Hour of Service on or after January 1, 1999, a Break-in-Continuous-Service occurs at the end of the calendar year in which you have five (5) consecutive one-year Breaks-in-Service. **If you are not Vested and incur a Break-in-Continuous-Service, you will, except as provided below in Section 10, permanently**

lose all of your Hours of Service, Vesting Service and Credited Service for all purposes.

If, before a Break-in-Continuous-Service, you are again employed for at least 300 Hours of Service in a calendar year (at least 500 Hours of Service before 1994), or at least 60 Hours Worked in a calendar month, the Vesting Service and Credited Service that you earned before your first one-year Break-in-Service will be returned to you.

For Example: Assume that you stop working for contributing employers in April 2008. Assume that at that time you have 3 years of Vesting Service, including either 300 Hours of Service in 2008 or one month in 2008 with 60 Hours Worked. If you do not (i) return to work for a contributing employer before December 31, 2009 and (ii) earn either 300 Hours of Service in 2009 or 60 Hours Worked in one month in 2009, you will have a one year Break-in-Service on December 31, 2009. If you do not return to work for a contributing employer your next one year Break-in-Service will be on December 31, 2010. If you have five (5) one-year Breaks-in-Service in a row, you will have a Break-In-Continuous Service on December 31, 2013.

From 1976 through 1984, a Participant incurred a Break-in-Continuous-Service at the end of the calendar year in which his consecutive one-year Breaks-in-Service equaled his pre-break years of Vesting Service. From 1985 through 1998, a Participant incurred a Break-in-Continuous-Service at the end of the calendar year in which his consecutive one-year Breaks-in-Service equaled his pre-break years of Vesting Service, but not before he had five (5) consecutive one-year Breaks-in-Service.

For Example: If you had 9 years of Vesting Service when you quit and you quit before 1999 with no Hours of Service after January 1, 1999, you will have a Break-in-Continuous-Service if you do not return to work for a contributing employer before you have 9 one-year Breaks-in-Service in a row.

9. Re-Qualification

If you have a Break-in-Continuous-Service, and later work in a position covered by the Plan, you will become a Participant when you again satisfy the requirements of Part I, Section 2.

10. Recovery of Lost Service

If you lose two or more years of Credited Service due to a Break-in-Continuous-Service, you may have all such years of lost service restored after again becoming a Participant and earning five years of Credited Service.

11. Eligibility for Normal Retirement Benefits

If you are Vested, you may receive a Normal Retirement Benefit after you have attained age 62 and thereafter had at least one calendar month in which you did not work for 60

or more hours in the Southern California Hotel & Restaurant Industry. You are generally required to file an application for retirement benefits before your pension benefits may begin. If you are a Vested Participant, you may receive a Normal Retirement Benefit even if you are still employed on or after April 1 of the year after you become 70-1/2.

12. Eligibility for Disability Retirement Benefits

You may receive Disability Retirement benefits if you have:

- a. Attained age 50 or older, and
- b. Earned at least 10 years of Credited Service without a Break-in-Continuous-Service, and
- c. Been determined to be currently eligible to receive Federal Social Security Disability benefit payments and are currently receiving Federal Social Security Disability or old age benefit payments, and
- d. Become permanently disabled while an active Participant and earned 500 or more Hours Worked in the calendar year of, or the calendar year immediately before, the first day of the disability.

While you are receiving Disability Retirement Benefits, you are responsible for periodic confirmation of your continuing disability. **Failure to respond to confirmation requests from the Administrative Office may result in the suspension or cessation of Disability Retirement benefit payments.**

13. Reduced Disability Retirement Benefits

For applications filed after January 1, 1994, if you are a Vested Participant and meet all other requirements for Disability Retirement except you were not an active Participant when you became permanently disabled, or had not earned 500 or more Hours Worked in the calendar year of or the calendar year immediately before the first day of the disability, you may elect to receive Disability Retirement Benefits reduced by 5% for each year or fraction thereof that you are younger than age 62.

14. Amount of Normal and Disability Retirement Benefits

If you satisfy all of the rules of the Plan, your monthly Normal Retirement benefit, payable at age 62, will be determined on the basis of the benefit rates that apply to the Plan Years in which you accrued Credited Service under the Plan.

For Credited Service during Plan Years beginning on or after January 1, 2015: your monthly benefit for each year of Credited Service (or each partial Year of Credited Service) accrued on or after January 1, 2015, is determined on the basis of (1) your average hourly contribution rate for the Plan Year, and (2) the date on which you became a Participant in the Plan. There are nine benefit tiers, each associated with a range of average contribution rates. For benefit tiers 1 – 3, the benefit rate for new Participants,

beginning on and after January 1, 2015, is different than the benefit rate for existing Participants as of December 31, 2014.

Benefit Tier	Average Hourly Contribution Rates	Benefit Rate for New Participants (on and after 1/1/2015)	Benefit Rate for Existing Participants (as of 12/31/2014)
1	\$0.20 - \$0.29	\$8.00	\$20.00
2	\$0.30 - \$0.39	\$11.00	\$20.00
3	\$0.40 - \$0.49	\$15.00	\$20.00
4	\$0.50 - \$0.59	\$20.00	\$20.00
5	\$0.60 - \$0.69	\$23.00	\$23.00
6	\$0.70 - \$0.79	\$27.00	\$27.00
7	\$0.80 - \$0.89	\$30.00	\$30.00
8	\$0.90 - \$0.99	\$34.00	\$34.00
9	\$1.00 or more	\$38.00	\$38.00

Your average contribution rate is the total amount of Employer contributions required to be paid to the Retirement Fund with respect to your Hours Worked in a Plan Year, divided by your total number of Hours Worked in the same Plan Year.

For Credited Service accrued between January 1, 2000 and December 31, 2014: Your monthly benefit will be \$20.00 for each full year of Credited Service, plus a fraction of \$20.00 for any partial year of Credited Service.

For Credited Service accrued between January 1, 1994 and December 31, 1999: Your monthly benefit will be \$15.00 for each full year of Credited Service, plus a fraction of \$15.00 for any partial year of Credited Service. *(NOTE: Retirement benefits were increased from \$8.00 to \$15.00 for Credited Service earned from January 1, 1994 to December 31, 1997, effective with benefit payments on and after July 1, 2000.)*

For Credited Service accrued between January 1, 1976 and December 31, 1993: Your monthly benefit will be \$4.00 for each full year of Credited Service, plus a fraction of \$4.00 for any partial year of Credited Service.

Example 1: If you earned 6-1/2 years of Credited Service before January 1, 1994, 6 years of Credited Service from January 1, 1994 through December 31, 1999, and 6-1/2 years of Credited Service after January 1, 2000, your monthly benefit at Retirement would be calculated as follows:

For Work Periods -	Credited Service:		Benefit Amount	Monthly Benefit
Before January 1, 1994	6.5 years	X	\$4.00 per year =	\$26.00
From 1994 through 1999	6 years	X	\$15.00 per year =	\$90.00
On and after 2000	6.5 years	X	\$20.00 per year =	<u>\$130.00</u>

Total Single Life Annuity: \$246.00

Your total monthly retirement benefit would be \$246.00 if you receive a Life Annuity. The monthly benefit will be reduced if you receive a Joint and Survivor Annuity.

Example 2: Tiered Benefits. During 2016, Participants A and B both have 750 Hours Worked with one Employer that is required to contribute \$0.35 per hour to the Retirement Fund, and 750 Hours Worked with another Employer which is required to contribute \$0.55 per hour to the Fund. Both Participant A and Participant B worked at least 60 hours each month during each calendar month in 2016. Participant A became a Participant on January 1, 2016, and Participant B became a Participant on January 1, 2014.

The average contribution rate for both Participants A and B is \$0.45, calculated as follows: $[(\$0.35 * 750) + (\$0.55 * 750)] = [\$262.50 + \$412.50] = \$675$ total contributions; divided by $(750 \text{ hours} + 750 \text{ hours} = 1500 \text{ hours}) = \0.45 .

The average contribution rate of \$0.45 is within Benefit Tier 3. Both A and B earned a year of Credited Service during 2016, because they worked at least 60 hours each calendar month during the year. Therefore the benefit accrued in 2016 for A, as a new Participant beginning on or after January 1, 2015, is \$15.00. The benefit accrued in 2016 for B, as an existing Participant as of December 31, 2014, is \$20.00.

Disability Retirement Benefits described in Section 12 are calculated in the same way as Normal Retirement Benefits. See Section 13 for an explanation of the benefit payable under the Reduced Disability Retirement Benefit.

15. Single Life Annuity

If you are not married when you retire, your retirement benefits will be paid as a Single Life Annuity. A Single Life Annuity provides you with a monthly retirement benefit for your life, with no benefits payable after your death.

If you are married, you can receive your benefits in the form of a Single Life Annuity if you and your spouse reject the Joint and Survivor Annuity and elect, instead, a Single Life Annuity.

16. Joint and Survivor Annuity

If you are married, retirement benefits will be paid as a Joint and Survivor Annuity, which provides benefits to your surviving spouse after your death, unless you and your spouse reject the Joint and Survivor Annuity as provided under Part II, section A.5. The Plan provides three optional forms of retirement benefit:

(1) 50% Joint and Survivor Annuity (for retirements beginning on or after October 1, 2004) - Under this form, 86% of the amount payable as a Single Life Annuity will be paid to you during your lifetime. However, this amount will be further

reduced 1/2 of 1% for each year, or part thereof, that your spouse is more than 10 years younger than you. This amount will be increased 1/2 of 1% for each year, or part thereof, that your spouse is more than 10 years older than you, but never more than would have been payable as a Single Life Annuity.

If you die before your spouse, your spouse shall receive during his or her life a monthly benefit equal to 50% of the monthly amount paid to you before your death. No payments are made after the spouse's death.

(2) 75% Joint and Survivor Annuity (option available beginning January 1, 2009) - Under this form, 81% of the amount payable as a Single Life Annuity will be paid to you during your lifetime. However, this amount will be further reduced 1/2 of 1% for each year, or part thereof, that your spouse is more than 10 years younger than you. This amount will be increased 1/2 of 1% for each year, or part thereof, that your spouse is more than 10 years older than you, but never more than would have been payable as a Single Life Annuity.

If you die before your spouse, your spouse shall receive during his or her life a monthly benefit equal to 75% of the monthly amount paid to you before your death. No payments are made after the spouse's death.

(3) Single Life Annuity - You and your spouse may reject the 50% Joint and Survivor Annuity and the 75% Joint and Survivor Annuity and elect, instead, the Single Life Annuity form of payment. This election must be made on forms provided by the Administrative Office when you retire. If the Joint and Survivor Annuity is rejected, 100% of the amount payable as a Single Life Annuity will be paid to you during your lifetime. No benefits will be paid to your surviving spouse after your death.

17. Delayed Retirement

If you do not retire when you are first eligible to do so (see #11 above for Normal Retirement eligibility requirements), you will be entitled to the pension benefits you could have received between the earliest date that you were eligible to retire and your actual date of retirement. If your pension is delayed 12 or more months, the value of these "delayed benefits" will be paid in the form of an actuarial increase to your monthly pension benefit. If your pension is delayed less than 12 months, you will have the choice between an actuarial increase to your monthly benefit and a lump sum with interest.

You are not entitled to a delayed benefit for any month(s) that you worked in employment that would cause a Loss of Benefits for Work Before Retirement (See #18.b, below). Additionally, you cannot delay the start of your retirement after the April 1st following the calendar year that you turn age 70-1/2. If you do not begin to receive your retirement benefits by that date, you may be subject to substantial tax penalties.

18. Loss of Benefits for Work after Age 62

You will lose (forfeit) pension benefits if you work in certain employment when you are Age 62 or older and Vested.

a. Loss of Benefits for Work after Retirement

After you retire and begin to receive your Normal Retirement Benefit, you will not be entitled to a pension payment for any month that you work 60 or more hours for an Employer who is required to contribute to this Fund for your work.

b. Loss of Benefits for Work Before Retirement

- (1) After you are Vested and have attained age 62, you cannot retire and receive your Normal Retirement Benefit if you continue working 60 hours or more each month for (i) any employer contributing to this Fund on your behalf; or (ii) any employer contributing to a related plan (see Sections 22 and 23) on your behalf; or (iii) any employer in the Southern California Hotel & Restaurant Industry (see definition in Section 1).
- (2) If you continue work described in Section 18.b(1), above, for 60 or more hours per month, after you are Vested and have attained age 62, you will not be paid one month of pension benefits for each month that you perform such work.
- (3) If you are Vested and have attained age 62, and have had at least one month in which you did not work for 60 or more hours in work described in Section 18.b(1), you will forfeit pension benefits only if you work 60 or more hours in a calendar month for an employer that makes contributions to this Retirement Fund for your work.

These rules do not apply, and your pension will not be forfeited, after April 1 of the year after you become 70-1/2, provided you attain age 70-1/2 after 1988.

If you first become Vested at an age greater than 62, then use that age in place of 62 in the explanation above.

Note: If you are Vested and plan to continue working after age 62, you can retire and begin receiving your Normal Retirement Benefit once you work less than 60 hours in one month. Your pension will then be forfeited only for the reason described in 18.a above.

c. Examples

In the following examples, Maria and Jose are both Vested and continue to work after they turn age 62. Maria works for an employer who contributes to this Fund for her work (a “contributing employer”). Jose works in the

Southern California Hotel & Restaurant Industry for an employer who does not contribute to this Fund on his behalf (a “non-contributing employer”).

1. Upon turning age 62, Maria and Jose continue to work 60 or more hours each month for the next two years.

The pension benefits Maria and Jose could have received between the ages of 62 and 64, if they had retired at age 62 and worked less than 60 hours each month thereafter, will not be paid. Maria will accrue additional Credited Service for the two years she works for a contributing employer. Because Maria earned additional Credited Service, her monthly retirement benefit will be larger when she retires at 64 than it would have been at 62.

2. The month after turning age 62, Jose and Maria each work less than 60 hours. They were not paid a pension benefit for that month because neither filed for retirement at age 62. After that month, they both work 60 or more Hours each month for the next two years.

Jose will not lose the value of his pension benefit during the two years he works for the non-contributing employer. When Jose retires at 64, his pension payments will be actuarially increased so that he does not lose the value of the pension benefits that he did not receive. If Jose had filed for retirement benefits earlier, his monthly pension benefit could have started at that time, and it would have continued while he was working more than 60 hours a month for his non-contributing employer. Jose does not earn any additional Credited Service during the two years because he worked for an employer that does not contribute to this Fund.

Maria will lose her pension benefits for the two years she works 60 or more Hours a month for a contributing employer. When she retires at 64, her payments will be actuarially increased to avoid a loss of benefits only for the one month after age 62 in which she did not work 60 hours. Also Maria will have earned additional Credited Service during the two years she worked for a contributing employer. Therefore, her monthly retirement benefit will be larger when she retires at 64 than it would be if she had retired and begun to collect a benefit at 62.

d. **Additional Information**

Request for Status Determination. You may ask the Fund whether particular employment will cause you to forfeit benefits. Contact the Administrative Office to make such a request. Your request will be considered in accordance with the Plan’s Claims & Appeals Procedures (see Part II for the Plan’s Claims and Appeals Procedures).

Disclosure of Employment & Presumptions. If you are age 62 and Vested you may be required to disclose all employment to the Administrative Office once a year until such time as the Fund has knowledge that you have had at least one month where you did not work 60 or more hours in the Southern California Hotel or Restaurant Industry. If you do not respond within a reasonable time, or if your response is incomplete, it will be presumed that you are working 60 or more Hours a month in the Southern California Hotel and Restaurant Industry and your pension will be suspended. This presumption can be reversed, if you provide the Administrative Office with appropriate proof that you have had at least one month where you did not work 60 or more hours in the Southern California Hotel and Restaurant Industry.

Notice of Suspension. If your pension benefit is suspended the Fund Office will provide you with a Notice of the Suspension.

Additional Benefit Credit. You may earn additional Benefit Credit while your pension benefits are suspended if you work sufficient Hours of Work to earn additional Credited Service.

19. Pre-Retirement Surviving Spouse Benefits

If you are married and Vested, your surviving legal spouse will be entitled to a Pre-Retirement Survivor Annuity if you (1) have at least one Hour of Service after August 22, 1984, and die before your Annuity Starting Date, or after your Annuity Starting Date but before negotiating a benefit check, or (2) have at least one Hour of Service on or after January 1, 1976, no Hour of Service After August 22, 1984 but die after August 22, 1984 before your Annuity Starting Date.

If you are the surviving spouse of a Participant who was Vested and died before retiring between January 1, 1976 and August 23, 1984, at age 62 or older, contact the Administrative Office to find out if you are entitled to a Pre-Retirement Survivor Annuity.

20. Form and amount of Pre-Retirement Surviving Spouse Benefits

The form of the Pre-Retirement Survivor will be a monthly benefit payable to your spouse for his or her life.

The amount of the monthly benefit will be 50% of the amount of the Joint and Survivor Annuity which you would have been entitled to at your death, or if later, when you would have been 62.

21. Commencement of Pre-Retirement Surviving Spouse Benefits

Monthly benefit payments to your surviving spouse will begin on the first day of the month following the latter of,

- a. the date of your death, or
- b. the date you would have attained age 62.

However, when you die, if you satisfied all requirements for a Disability Retirement Benefit but had not applied for such a benefit, payments to your spouse will begin on the later of (a) the first day of the month after your death or (b) the first day of the month in which an application for benefits is filed by your surviving spouse.

22. Eligibility for Reciprocity and Pro Rata Retirement Benefits

If you meet all of the requirements for either Normal Retirement or Disability Retirement, except you have not earned 10 years of Credited Service under this Plan because your employment was divided between this Plan and a related Plan (the Long Beach and Orange County Culinary Workers and Bartenders Retirement Fund, or the San Gabriel Valley Hotel-Restaurant Employer-Union Retirement Fund, or the Santa Monica Culinary Retirement Fund), you may qualify for a Pro-Rata retirement benefit if you have at least 10 years of Credited Service under this Plan and one or more of the related Plans and at least two (2) years of Credited Service under this Plan.

23. Amount of Pro Rata Retirement Benefits

A Participant's monthly Pro Rata retirement benefit is calculated the same as Normal or Disability retirement benefits, but it is based only on Credited Service earned under this Retirement Fund. No Pro-Rata retirement benefits are payable under this Plan unless you have earned at least two (2) years of Credited Service under this Plan.

No Pro-Rata Normal benefit will be paid by this Plan prior to the employee attaining age 65 unless all related plans under which the employee accrued related Plan service provide for Early or Normal retirement benefits between the ages of 62 and 65.

No Pro-Rata Disability benefit shall be payable unless all related Plans under which you earned related plan service provide for Pro-Rata Disability benefits.

Each related Plan will pay its benefits based solely on credits earned under that Plan.

24. Circumstances Which May Result in Loss of Benefit Credits

- a. If you are not Vested, you will lose all earned Hours of Service, Vesting Service and Credited Service for all purposes if you have a Break-in-Continuous-Service.

See Section 8. See also Re-qualification (section 9) and Recovery of Lost Service (section 10).

b. The death of an unmarried Participant, whether Vested or non-Vested, and the death of any Participant who is not Vested, will cause a loss of all credits earned prior to death.

25. Circumstances Which May Result in Loss of Benefits

a. Monthly retirement income benefits end with the payment for the calendar month in which the retiree dies, unless the Joint and Survivor benefit is payable.

b. If you retire and again work 60 or more hours in any calendar month for an employer required to contribute to this Retirement Fund on your behalf, you will not be entitled to receive a retirement benefit payment for that calendar month. This rule does not apply to you after April 1 of the year after you become 70-1/2.

c. If you are age 62 or older, Vested, have not begun to receive your retirement benefits, and have not had at least one calendar month where you have worked less than 60 hours in the Southern California Hotel and Restaurant Industry, you are forfeiting retirement benefits. See Section 18. This rule does not apply to you after April 1 of the year after you become 70-1/2.

d. Disability Retirement Benefits will be terminated if before age 62:

- (1) You are no longer permanently disabled, or fail to provide evidence of your continuing permanent disability, and/or
- (2) Entitlement to Social Security Disability Retirement Benefit payments ceases, and/or
- (3) You work 60 or more hours in any month for an employer participating in this Fund, or you engage in any substantial gainful activity in any industry or occupation.

e. If the Trustees determine that any Credited Service under the Plan results from erroneous or fraudulent records or reporting of Hours Worked, the Trustees are required to correct such records. Such correction may result in the loss of benefits expected on the basis of erroneous or fraudulent records or reporting of Hours Worked. In addition, any overpayment of benefits made to a Participant, beneficiary or other payee may be offset or recovered.

26. Post-Retirement Credited Service

On or after January 1, 1990, if after retiring you work for an employer required to contribute to this Fund on your behalf, you may earn additional Credited Service. All

years of Credited Service earned by you (including those prior to 1990) will be counted provided you have at least one Hour of Service on or after January 1, 1990. Additional benefits earned after 1989 will be paid as of January 1 of the calendar year immediately following the calendar year in which they were earned.

27. Dissolution of Marriage

If you are divorced, your former spouse may be entitled to a portion of the benefits you have earned under the Plan. If the Administrative Office receives a domestic relations order from a court for payment to be made to your former spouse, the Administrative Office will notify each of you and will then determine whether or not the order is a Qualified Domestic Relations Order (QDRO) as defined by Federal law. Participants must furnish a **certified copy** of any court order to the Administrative Office for QDRO review. Once such a determination has been made, the Administrative Office will pay benefits in accordance with the QDRO and the Federal law.

The Administrative Office will provide you, upon request, a free copy of the Plan's procedures governing QDRO determinations.

28. Military Service

The Plan will consider military service in determining your Hours Worked and Hours of Service, as required by Federal law. If you die while performing military service and have reemployment rights with an Employer under the Uniformed Services Employment and Reemployment Rights Act (USERRA), your beneficiaries will be entitled to additional benefits relating to vesting service and the Pre-Retirement Survivor Annuity that would have been provided under the Plan had you resumed employment with an Employer and then terminated employment upon your death. [NOTE: Added from Amendment 2010-1] Please notify the Administrative Office when you leave for military service and when you return to work for an Employer who is required to contribute to this Plan.

PART II

HOW TO APPLY FOR BENEFITS AND REVIEW HEARING PROCEDURES

HOW TO APPLY FOR RETIREMENT BENEFITS:

A. Filing an Application for Retirement Benefits:

1. Since your benefits generally cannot be paid to you until your application has been received and processed by the Administrative Office, you should file at least sixty (60) days before your desired retirement date.
2. Request an Application For Retirement Benefits from the Administrative Office. At the same time, you can obtain information on how to complete the application from the Administrative Office.
3. You will be considered as having filed for retirement when your Application For Retirement Benefits has been received by the Administrative Office.

To complete your application, you must provide your birth certificate or other acceptable evidence of your date of birth. If you are unable to obtain a birth certificate, one of the types of proof of age listed below must be furnished.

- a. a Baptismal certificate or a statement as to the date of birth shown in the church record certified by the custodian of such record, or
- b. hospital birth record certified by the custodian of such record, or
- c. citizenship or naturalization record, or
- d. military records of discharge, or
- e. passport, or
- f. record of information obtained from the U.S. Census Dept., or,
- g. Social Security information.

Additional evidence of age may be required if the document submitted is not sufficient.

If you are married at the time of your retirement, you must also provide your marriage license, and birth certificate or other evidence of date of birth for your spouse.

4. Filing for Disability Retirement Benefits:

If you are filing for Disability Retirement Benefits, you must also submit an award from the Social Security Administration evidencing entitlement to Social Security Disability Benefits. Because your retirement benefits cannot begin until after the Administrative Office receives your application for retirement, you should submit your application for disability benefits without delay, even if you do not yet have all of your supporting documents (including the award letter from the Social Security Administration).

5. Married Participants applying for Retirement Benefits:

- a. If a participant is married as of the Annuity Starting Date, retirement benefits must be paid in the form of a Joint and Survivor Annuity, unless the participant, with written spousal consent, rejects the Joint and Survivor Annuity, and elects instead the Single Life Annuity form of payment.

If your retirement benefits are paid as a Joint and Survivor Annuity, you must provide a copy of your marriage certificate, and a copy of your spouse's birth certificate or other proof of age as listed above.

- b. The Administrative Office will send you and your spouse information concerning your pension benefits, including the terms and conditions of the Joint and Survivor Annuity and the Single Life Annuity and the amount of your benefit under each form of payment. The letter sent by the Administrative Office will be sent to you no more than 180 days, and no less than 30 days, prior to your Annuity Starting Date. It contains a section for you to elect your form of payment. Your election must be made in writing and returned to the Administrative Office. You and your spouse may revoke your election at any time during the period between the date the Administrative Office sends the letter, and the Annuity Starting Date. The 180-day notice and benefit election period may be extended in circumstances of administrative delay.

- (1) If you elect the Single Life Annuity form of payment and reject the Joint and Survivor Annuity, your spouse must consent to your choice and the Election form must be signed by both you and your spouse. Your spouse's consenting signature must be notarized or witnessed by a Plan representative.

- (2) Do not delay in returning the Election form. If you do not return your Election form by the deadline, the start of your pension benefits will be delayed.

HOW THE SPOUSE OF A DECEASED PARTICIPANT APPLIES FOR SURVIVOR BENEFITS:

- A. You should write (or come to) the Administrative Office.
 - 1. State the Participant's full name, Social Security number, and date of death.
 - 2. Submit a certified copy of the death certificate.
 - 3. Please state your full name (e.g. Jane Doe, not Mrs. John Doe), your relationship to the deceased, your address and daytime telephone number.
 - 4. In the event the deceased Participant was receiving retirement benefits, any uncashed checks should be returned to the Administrative Office.

After the above information has been received, you will be contacted by the Administrative Office with respect to completion of such forms as may be required.

CLAIMS AND APPEALS PROCEDURE:

- A. Filing a Claim (Application) for Retirement Benefits:

A Participant or beneficiary, or an authorized representative of a Participant or beneficiary (“you”), may file a claim for benefits or appeal a denied claim at the Administrative Office located at 1200 Wilshire Blvd., 5th Floor, Los Angeles, California 90017-1906. You may be required to furnish documentation showing that an individual is, in fact, your authorized representative. A claim is considered to be filed when it is received by the Administrative Office, regardless of whether it contains all the information necessary to render a decision.

If the Administrative Office fails to follow these claims and appeals procedures, and it does not correct the error without prejudice to you, then you will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedies under ERISA Section 502(a).

- B. Claims (Application) Processing:

The Plan Administrator for the Fund will approve or deny your claim within ninety (90) days after the claim is filed, unless special circumstances require an extension of time for processing the claim. If such an extension is required, you will be notified in writing within the initial 90-day period of the special circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a decision, which will not be more than 180 days from the date the claim was filed.

- C. Denial:

If the claim is denied, in whole or in part, you will be notified of the denial in writing. This written denial notice will contain the following information: 1) the specific reason or reasons for the denial; 2) reference to the specific Plan provisions on which the denial is based; 3) a description of any additional material or information needed to perfect the claim and an explanation of why it is necessary; and 4) a description of the Plan's procedures to be followed to appeal the denial of the claim and the time limits applicable to such procedures, including a statement of your right to bring a civil action under ERISA Section 502(a) following a denial of the claim on appeal.

D. Appeal Procedure:

If a claim has been denied, you may ask for the denial to be reviewed under the following Review Procedure:

1. You must file a written request for an appeal with the Administrative Office within sixty (60) days after receipt of the denial notice, or sixty-five (65) days from date of mailing of same, whichever date occurs sooner. The Board of Trustees for the Fund (the "Board") has a right to waive the 60-day time limit for the filing of appeals, if you submit evidence which, if available at the time the claim was initially considered, would have established eligibility for retirement benefits. An appeal is considered to be filed when it is received by the Administrative Office, regardless of whether it contains all the information necessary to render a decision.
2. Following the filing of an appeal, the Plan Administrator will set a date for a hearing before the Benefit Appeals Committee of the Board (the "Committee") and inform you of the date, place, and time of the hearing. As part of the Review procedure, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. Furthermore, you may submit comments, documents, records and other information to be considered at the hearing, without regard to whether such information was submitted or considered in the initial review.
3. At the hearing, you may appear personally, with counsel if desired, and may present evidence and argument. Following the hearing, the Committee will forward a summary and recommendation to the Board, which will then render the final decision.
4. The Board, which meets at least four times a year, must make a decision no later than the date of the first such meeting which occurs at least thirty (30) days after the filing of an appeal, unless special circumstances require an extension of time for review. If such an extension is required, you will be notified in writing, prior to the commencement of the extension, of the special circumstances requiring the extension of time and the date as of which the decision will be rendered, which

will be no later than the third regular meeting of the Board following the filing of the appeal. If the reason for taking the extension is to obtain additional information from you, and the extension notice specifically describes the required information, you will have at least ninety (90) days from receipt of the extension notice within which to provide such information. The decision will be made by the first regular meeting that is at least 30 days after you respond. If, after a reasonable period of time, but not less than ninety (90) days, you have not responded to the request for additional information, the Board may decide the appeal, provided it notifies you in writing at least sixty (60) days before making the decision that such decision will be made regardless of whether you respond. Once the Board makes its decision on review, you will be notified within 5 days.

5. Benefits under this Plan will be paid only if the Plan Administrator or the Board decides in its discretion that you are entitled to them. On appeal, the Board shall have full discretion to resolve all questions pertaining to the administration, interpretation and application of this Plan and the trust agreement establishing the Plan and to decide any question of eligibility for and the amount of benefits. The Board has discretionary authority to grant or deny benefits under this Plan. Furthermore, the Board has discretionary authority to determine the facts in connection with any claim. The decision of the Board will be final.
6. Notification of Decision on Review: The decision on review will be in writing. If the appeal is denied, in whole or in part, the written notice must include:
 - (a) The specific reason or reasons for the decision;
 - (b) Reference to the specific section(s) of the Plan or Trust document upon which the decision was based;
 - (c) 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 your claim for benefits; and
 - (d) A statement of your right to bring an action under ERISA Section 502(a) following a denial of your claim on appeal.
7. If you do not file a timely appeal and bring a civil action based on the denial, the Plan reserves the right to assert that its decision is final and binding and not reviewable by the court.

PART III

SOME QUESTIONS AND ANSWERS

1. What happens to my benefits if I should leave the United States?

If you or your beneficiary should desire to leave the United States, you may continue to receive benefits provided under the Plan. Arrangements should be made through the Administrative Office. Generally, benefit checks may be mailed to any country in the world to which the United States Government will mail Social Security checks. Retirees wishing to have benefit checks held for them by the bank while they are traveling should contact the Administrative Office.

NOTE: Retired participants and surviving spouses who are not citizens of the United States who elect to reside in certain countries that do not have tax treaties with the U.S. will be subject to a non-resident alien tax which currently requires the Fund to withhold up to 30% of your monthly retirement benefit check and pay the amount withheld to the Federal Government.

2. What Should I Do If I Move?

It is essential that you maintain your current address with the Administrative Office at all times. The Administrative Office must have your current mailing address in order to provide you with important notices regarding the Plan, your rights, and the benefits you have earned. If you leave employment covered by the Plan before you reach early or normal retirement age, you must continue to update your address with the Administrative Office to ensure that you can apply for and receive your benefits as soon as you reach retirement age.

3. Where do I write to obtain a birth certificate or proof of date of birth?

In the event you are unable to obtain a copy of your birth certificate from the state of your birth or other proof of date of your birth, you may apply to the Department of Commerce, Bureau of the Census, for a search of Census Records. You may obtain an Application for Search of Census Records from the Department of Commerce, Bureau of the Census, or from the Administrative Office.

4. What is the minimum age at which benefits may be vested under the Plan?

There is no minimum age required for vesting. Once you have accumulated 10 years of Vesting Service, or effective January 1, 1999, have accrued 5 Years of Vesting Service and have at least 1 Hour of Service on or after January 1, 1999, you are vested irrespective of your age. You may become vested in several other ways (see Full Vesting, Part I, section 5), but each of these has an age requirement.

5. If, after my retirement, my spouse should die before me and I remarry, may I designate my new spouse under the Joint and Survivor Option?

No. The Plan rules provide that only your spouse at the time of your retirement (or your spouse at the time of your death if that occurs before retirement) may be designated as your joint annuitant. Thus, you may not designate a new joint annuitant.

6. How are Benefits computed?

The monthly benefit you will receive when you qualify for benefits will be determined under the rules of Part I, section 14.

7. How will my pension benefits be paid?

Pension benefits will be paid under the following benefit forms:

EXAMPLE 1: SINGLE LIFE ANNUITY FORM OF PENSION BENEFIT

NOTE: This is the only form of benefit payment available to participants who are single at the time of their retirement. It is also available to married participants if the married participant and his or her spouse reject the Joint and Survivor form of annuity.

Suppose you are age 32 at the time you become a Participant in this Plan and you continue to work under the Plan until you are age 62. Assume you earn 10 years of Credited Service through the end of 1993, 6 years of Credited Service from 1994 through 1999, and 14 years of Credited Service beginning with the year 2000. Your monthly retirement benefit at age 62 would be computed as follows:

For Work Periods -	Credited Service:		Benefit Amount	Monthly Benefit
Before January 1, 1994	10 years	X	\$4.00 per year =	\$40.00
From 1994 through 1999	6 years	X	\$15.00 per year =	\$90.00
From 2000 through 2014	14 years	X	\$20.00 per year =	<u>\$280.00</u>
Total Single Life Annuity:				\$410.00

Upon your death, no additional benefits would be payable to anyone.

EXAMPLE 2: 50% JOINT AND SURVIVOR ANNUITY FORM OF PENSION BENEFIT

NOTE: This form of pension benefit is available only to participants who are married at the time of retirement. The law requires that benefits to married

participants be paid in this form unless rejected in writing by the participant and spouse prior to the commencement of benefits.

- a. Due to the additional cost of providing survivor benefits, the retired participant's monthly benefit with a 50% Joint and Survivor Annuity is reduced to 86% of the benefit you would receive under the Single Life Annuity form of pension, if your spouse is no more than 10 years younger or older than you are. For each additional year, or part of a year, that your spouse is in excess of 10 years younger or older than you, the 86% factor will be further adjusted (see Part I, section 16,).

Single Life Annuity Amount (See Example No. 1 above)	\$410.00
Adjustment factor due to 50% Joint and Survivor feature	<u>x 86%</u>
Adjusted Monthly Benefit payable to retired Participant	\$ 352.60
Computation of Survivor Benefit	<u>x 50%</u>
Surviving Spouse's Monthly Benefit following your death	\$176.30

EXAMPLE 3: 75% JOINT AND SURVIVOR ANNUITY FORM OF PENSION BENEFIT

NOTE: This form of pension benefit is available only to participants who are married at the time of retirement.

- a. Due to the additional cost of providing survivor benefits, the retired participant's monthly benefit with a 75% Joint and Survivor Annuity is reduced to 81% of the benefit you would receive under the Single Life Annuity form of pension, if your spouse is no more than 10 years younger or older than you are. For each additional year, or part of a year, that your spouse is in excess of 10 years younger or older than you, the 81% factor will be further adjusted (see Part I, section 16,).

Single Life Annuity Amount (See Example No. 1 above)	\$410.00
Adjustment factor due to 75% Joint and Survivor feature	<u>x 81%</u>
Adjusted Monthly Benefit payable to retired Participant	\$ 332.10
Computation of Survivor Benefit	<u>x 75%</u>
Surviving Spouse's Monthly Benefit following your death	\$249.08

EXAMPLE 4: PRE-RETIREMENT SURVIVING SPOUSE FORM OF PENSION BENEFIT

If a Vested married participant dies before retirement, the surviving spouse will be entitled to a survivor benefit equal to 50% (one-half) of the Joint and Survivor benefit the deceased participant would have been entitled to, payable at the later of the first

of the month after the Participant's death or when the Participant would have attained age 62.

The monthly benefit amount is computed as follows:

Single Life Annuity Amount (See Example No. 1 above)	\$410.00
Adjustment factor due to Survivor feature	<u>x 86%</u>
Adjusted Monthly Benefit	\$352.60
Computation of Survivor Benefit	<u>x 50%</u>
Pre-Retirement Survivor Annuity Monthly Benefit	\$176.30

8. Are my Plan Benefits reduced by Social Security Benefits?

No, the Plan benefits are payable in addition to any Social Security benefits payable to you.

9. Can I withdraw contributions made to the Fund on my behalf?

No, contributions made on your behalf are returned only in the form of retirement or surviving spouse benefits provided by the Plan where the eligibility rules have been met.

You should also know that no Participant, beneficiary or other payee has the right to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit or payment under this Plan.

To the extent permitted by law, no benefit or payment under this Plan shall be subject to any claim or process of law by any creditor of a Participant, beneficiary or other payee.

10. What other hotel and restaurant Retirement Funds have the Trustees recognized as related Plans for reciprocity and payment of Pro Rata retirement benefits?

At the present time, the following 'related' Retirement Funds have reciprocal agreements with the Los Angeles Retirement Fund:

Long Beach and Orange County Culinary Workers and Bartenders Retirement Fund (Sponsoring Union: Local 681, Long Beach, CA)

San Gabriel Valley Hotel-Restaurant Employer-Union Retirement Fund (Sponsoring Union: Local 531, Pasadena, CA)

Santa Monica Culinary Retirement Fund (Sponsoring Union: Local 814, Santa Monica, CA)

Contact the Administrative Office for information and assistance if you believe you may qualify for a Pro Rata retirement benefit.

11. Is there anything else I should know?

Yes, this booklet constitutes a Summary Plan Description required by federal law. Of necessity, many of the substantive Trust and Plan provisions mentioned in the Summary Plan Description have been set forth in summary or capsulized form. For a complete and detailed description, please refer to the Retirement Plan, and/or the Trust Agreement, which are available at the Administrative Office.

All questions with respect to Plan participation, eligibility for benefits or the nature and amount of benefits, or with respect to any matter of Trust Fund or Plan administration, should be referred to the Administrative Office.

PART IV

INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 - (ERISA)

A. Name of Plan.

The name of the Plan is the Los Angeles Hotel-Restaurant Employer-Union Retirement Fund.

B. Plan Administrator and Sponsor.

The Board of Trustees is the Plan Administrator and Sponsor. This means that the Board of Trustees is responsible for seeing that information regarding the Plan is reported to government agencies and disclosed to Plan participants and beneficiaries as required by the Employee Retirement Income Security Act of 1974 (ERISA).

C. Board of Trustees.

The Board of Trustees consists of up to seven Employer Trustees and seven Union Trustees, as provided for in the Trust Agreement. Voting is on a unit basis with each group of Trustees having one vote. Two agreeing votes are required for any action taken by the Board.

If you wish to contact the Board of Trustees, you may use the address and telephone number below:

Los Angeles Hotel-Restaurant
Employer-Union Retirement Fund
1200 Wilshire Blvd. 5th Floor
Los Angeles, California 90017-1906
(562) 463-5020 or (800) 252-9117

D. Names, Titles and Addresses of Trustees

Union Trustees

Thomas Walsh
UNITE HERE Union, Local 11
464 S. Lucas Avenue, Suite 201
Los Angeles, CA 90017

Karine Mansoorian
UNITE HERE Union, Local 11
464 S. Lucas Avenue, Suite 201
Los Angeles, CA 90017

Employer Trustees

Kevin Gleason
West Coast Marriott
585 9th Street, #345
Oakland, CA 94607

Bernice Correa
The Beverly Hilton
9876 Wilshire Blvd.
Beverly Hills, CA 90210

Prudencio Viera
UNITE HERE Union, Local 11
464 S. Lucas Avenue, Suite 201
Los Angeles, CA 90017

Celsa Zamora
Sheraton Downtown Los Angeles
711 South Hope Street
Los Angeles, CA 90017

Austin Lynch
UNITE HERE UNION, Local 11
464 S. Lucas Ave., #201
Los Angeles, CA 90017

David Schweitzer
InterContinental Hotels Group
18 Pinehurst Circle
Napa, CA 94558

Alternate Union Trustees

Ignacio Ruiz
UNITE HERE Union, Local 11
464 S. Lucas Avenue, Suite 201
Los Angeles, CA 90017

Cindy Noble
Levy Restaurants
980 N. Michigan Ave., #400
Chicago, IL 60611

E. Type of Administration.

Contract Administration.

F. Employer Identification Number.

The Employer Identification Number assigned to the Plan by the Internal Revenue Service is 95-6098404.

G. Plan Number.

The Plan Number is 001.

H. Type of Plan.

The Plan is a defined benefit plan maintained to provide retirement benefits and pre- and post-retirement surviving spouse benefits.

I. Agent for Service of Legal Process.

The name and address of the agent designated for service of legal process is:

Benefit Programs Administration
1200 Wilshire Blvd. 5th Floor
Los Angeles, California 90017-1906

In addition, service of legal process may be made on the Board of Trustees at the Administrative Office or on any Trustee at the address listed above.

J. Fiscal Plan Year.

The fiscal plan year is the 12-month period beginning January 1 and ending the following December 31.

K. Collective Bargaining Agreement.

The Plan is maintained in accordance with Collective Bargaining Agreements between UNITE HERE, Local 11, and participating Employers. The Administrative Office will provide you, upon written request, information as to whether a particular employer is contributing to this Plan on behalf of participants working under a Collective Bargaining Agreement. A copy of the complete list of contributing employers may be obtained upon written request to the Administrative Office and is available for examination at the Administrative Office. You may obtain a copy of the applicable agreement by sending a written request to the Administrative Office. Copies of the Collective Bargaining Agreements are also available for examination at the Administrative Office. Within 10 days after a written request to the Administrative Office, you may inspect the Collective Bargaining Agreement at Local 11 or your employer's office.

L. Source of Contributions.

Benefits are provided through employer Contributions. The amount of employer Contributions is determined by the provisions of the Collective Bargaining Agreements.

M. The Plan's Requirements Concerning Participation, Eligibility and Benefits.

The requirements for participation, eligibility and benefits are specified in Part I of this booklet.

N. Circumstances Which May Result in Disqualification, Ineligibility or Denial, Loss, Forfeiture or Suspension of Benefits.

There are some circumstances under which a Participant can lose pension credits or benefits. These circumstances are described in Part I, sections 25 and 26 of this booklet.

O. Joint and Survivor Benefits.

The Plan provides Joint and Survivor Benefits. A summary of these provisions is included in Part I, section 16.

P. Description of Plan Provisions Concerning Years of Vesting and Credited Service.

The Plan provides for vesting based on years of vesting service, years of credited service, and total accumulated hours worked. A summary of these provisions is included in Part I, section 5.

Q. Plan Termination Insurance.

The benefits provided by this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. The PBGC provides financial assistance through loans to plans that are insolvent. A plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. The PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum

guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.00.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information on the PBGC and the benefits it guarantees, ask your Plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll free number). TTY/TDD users may call the federal relay service toll free at 1-800-877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

R. Funding.

All employer contributions are accumulated in the Los Angeles Hotel-Restaurant Employer-Union Retirement Fund where they are held and invested pending the payment of benefits and the expenses of administration. There are no participant contributions.

S. Claims and Appeals Procedures.

The Fund's procedures for benefit claims and the remedies available under the Fund for claims that are denied are described in Section II: CLAIMS AND APPEALS PROCEDURE.

T. Availability of Documents and other Important Information.

As a participant in the Los Angeles Hotel-Restaurant Employer-Union Retirement Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). United States Department of Labor Regulations describe these rights and protections substantially as follows:

ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan And Benefits

1. Examine, without charge, at the Administrative Office, and upon 10 days advance written request at union local offices and worksites employing 50 or

more participants, all documents governing the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the United States Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.

2. Obtain, upon written request to the Administrative Office, copies of all documents governing the operation of the Plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Board of Trustees will establish a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Board of Trustees is required by law to furnish each participant with a copy of this summary financial report.
4. Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 62) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the 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 Action 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 Plan. People who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently 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 benefit under the Plan or exercising your rights under ERISA.

Enforce Your Rights

If your application for a benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to have the Plan review and reconsider your application, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file a suit in Federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan administrator. If you have an application for benefits which is denied or ignored in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision, or lack thereof,

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

Assistance With Your Questions

If you have any questions about your Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N. W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

U. Amending the Plan to alter benefits

The Trustees have the authority to amend the Plan in any manner consistent with ERISA, the Labor-Management Relations Act of 1947, and all collective bargaining agreements requiring contributions to be made to the Plan. Amendments may change features of the Plan, including but not limited to eligibility for benefits, the rate at which such benefits are accrued, and the forms of benefit payment available under the Plan.

V. Plan Termination

The Plan shall remain in effect so long as there is an Employer who is obligated under any collective bargaining agreement to make contributions to the Trust. In the event the Plan is terminated, the rights of all affected Participants shall be nonforfeitable to the extent required by law. Upon termination, the Trust Fund which holds the assets of the Plan shall be allocated to Participants and their beneficiaries in accordance with the terms of the Plan and the requirements of ERISA.