

Summary Plan Description

of the

Landscape, Irrigation and Lawn
Sprinkler Industry

**DEFINED
CONTRIBUTION
PENSION PLAN**

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SECTION

1. INTRODUCTION

The Landscape, Irrigation and Lawn Sprinkler Industry Defined Contribution Pension Plan (“Fund” or “Plan”) was established in 1985 through the negotiating efforts of District Council No. 16 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (“United Association”) and Employers in the plumbing and pipefitting industry in Southern California. Union and Employer Trustees manage the Fund.

A) This Summary Plan Description

This Summary Plan Description (“SPD”) is a summary of the provisions of the Landscape, Irrigation and Lawn Sprinkler Industry Defined Contribution Pension Plan. It applies on and after January 1, 2020. It is very important that you read this SPD carefully to understand how the Plan works. Please keep this SPD for future reference.

This summary is not meant to interpret, extend, or change the Plan Document or the Trust Agreement in any way. If there is a conflict between this summary and the actual provisions of the Plan Document, your rights and benefits will be governed by the Plan Document. Plan rules may change from time to time, in which case a written notice explaining any important change will be sent to all covered households. Please be sure to read all Plan communications and keep them with this SPD.

B) Purpose of the Plan

The Plan was set up to provide retirement savings that are in addition to social security income. Contributions are made pursuant to a Collective Bargaining Agreement requiring Employers to contribute on behalf of their Employees on a per-hour basis.

C) Role of the Board of Trustees

The Board of Trustees is authorized to interpret all Plan rules and documents, including the Plan Document, the Trust Agreement, and this SPD. The Board of Trustees has discretion to decide all questions about the Plan including, but not limited to, questions about eligibility for participation in the Plan, rights to benefits, the amount of benefits that are payable, the information and proof necessary to substantiate a claim for benefits, and the definition of any Plan term. The Board of Trustees also has the authority to make any factual determinations concerning claims. No individual Trustee, Employer, or Union representative has the authority to interpret any Plan document on behalf of the Board of Trustees or to act as an agent of the Board of Trustees. The Board of Trustees may delegate its authority to a subcommittee or other subset of the Board of Trustees.

The Trustees intend to continue the Fund indefinitely. However, the Board of Trustees has the authority to amend or terminate the Plan as they deem appropriate.

D) Role of the Fund Office

The Board of Trustees has authorized the Fund Office to respond in writing to your written questions. As a courtesy, the Fund Office may also respond informally to questions by telephone, email, or in person at the Fund Office. However, such information and answers are not binding upon the Board of Trustees and cannot be relied upon in any dispute. Keep in mind that in all matters communicated to you, verbal or written, the Board of Trustees will have the ultimate authority and discretion to interpret the Plan documents and make an independent determination about your entitlement to benefits.

NOTE

If you have any questions regarding eligibility, benefits, or procedures, contact the Fund Office.

**Southern California Pipe Trades Administrative Corporation
501 Shatto Place, Suite 500
Los Angeles, CA 90020**

**Toll Free: (800) 595-7473 / Outside U.S.: (213) 385-6161
Website: www.scptac.org / Email: info@scptac.org**

NOTE

Capitalized terms are defined in Section 10, on page 16.

Aviso A Los Participantes Del Idioma Español

Este folleto contiene informes importantes acerca de sus beneficios del Plan de Contribución Definida de Pension, si tiene dificultad al comprendiendo cualquier parte de los informes, por favor llame a la oficina administrativa al (800) 595-7473 o visite la oficina ubicada en 501 Shatto Place, Suite 500, Los Angeles, CA 90020. La oficina está abierta Lunes, Martes, Miércoles, y Viernes de 8:00 a.m. a 4:00 p.m. y Jueves de 8:00 a.m. a 6:00 p.m. Un representante que habla Español estará disponible para ayudarle.

SECTION

2. ENROLLMENT

A) Qualifying to Participate in the Plan

You become a Participant in the Plan on the first day of the month immediately following the month that you earn one Hour of Work and for which contributions become due on your behalf under the applicable Collective Bargaining Agreement.

By law, you are not eligible to participate in the Plan if you are a sole proprietor or a partner in a partnership.

B) Naming Beneficiaries

When you complete your Enrollment and Beneficiary Form, you will designate your Beneficiary or Beneficiaries to receive your Individual Account balance in the event of your death. You may change your Beneficiary designation at any time. The most recently dated of these Beneficiary designations will be honored in the event of death.

If you are married at the time of your death and you have not designated a Beneficiary, your Spouse is automatically your Beneficiary. If you designate your Spouse on the Enrollment and Beneficiary Form and you subsequently divorce, your former Spouse will remain your beneficiary unless you submit to the Fund Office a change

You may name someone other than your Spouse as your Beneficiary. Your Spouse's consent is required, which must be in writing and witnessed by a notary.

You may obtain an Enrollment and Beneficiary Form from any local Union office, the Fund Office, or the Fund Office web site at www.scptac.org.

For more details regarding Beneficiaries, see Section 6(C), page 7. If you fail to name a Beneficiary, your account will be paid as set forth in Section 6(C)(ii), page 8.

IMPORTANT

To keep your former Spouse as your named Beneficiary after divorce, you must file a new Enrollment and Beneficiary Form with the Fund Office.

C) Change of Address

You must complete a Change of Address Form to update your address so that any changes to the Plan, important notices, or account statements can be sent to you. The form may be obtained from any local Union office, the Fund Office, or at www.scptac.org.

D) Change in Marital Status

You must promptly notify the Fund Office if you marry or divorce by providing an original, official marriage certificate or documentation of divorce. (Church or souvenir marriage certificates are not acceptable.). You should also complete an Enrollment and Beneficiary Form (available from any local Union office, the Fund Office, or the Fund Office web site at www.scptac.org).

IMPORTANT

If there is a change in your family status, such as marriage, divorce, death, or a change in status of a Beneficiary, or if your address changes, notify the Fund Office as soon as possible, but no later than 90 days after the change.

SECTION

3. CONTRIBUTIONS TO THE PLAN

A) Employer Contributions

Employers contribute to the Fund on your behalf if such contributions are required by a Collective Bargaining Agreement. These contributions are referred to as Employer 401(a) Contributions.

All contributions made to the Plan on your behalf are placed in the Fund, where an Individual Account is established and maintained for each Participant. Contributions must be made in accordance with the requirements of the Internal Revenue Code.

B) Qualified Uniformed Service

If you are engaged in Qualified Uniformed Service, the Plan will comply with the requirements of the law with regard to contributions and benefits while you are serving. Your last Employer will be responsible for making any Employer 401(a) Contributions, to the extent required by law, while you are in the military.

If you return to Covered Employment following a period of service in the United States Armed Forces and meet the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), the period of Qualified Uniformed Service will be treated as Covered Employment under the Plan. This means that make-up contributions will be made for the period of time you were in Qualified Uniformed Service upon your return to Covered Employment. Contributions may be made as follows:

i) Employer 401(a) Contributions

If you were entitled to have Employer 401(a) Contributions made to the Plan on your behalf while working in Covered Employment just prior to leaving for Qualified Uniformed Service, your pre-service Employer will be responsible for making those Employer 401(a) Contributions that would have been required had you not entered Qualified Uniformed Service. Generally, these Employer 401(a) Contributions must be made within 90 days after the date you return to Covered Employment or when Plan contributions are normally due for the year in which the Qualified Uniformed Service is performed, whichever is later.

ii) Contribution Limits

The amount of Employer 401(a) Contributions that may be made to the Plan is limited by the Internal Revenue Code. You are not permitted to have contributions made on your behalf in excess of the contributions that would have been made had your leave for Qualified Uniformed Service not occurred. Make-up contributions for periods in Qualified Uniformed Service are attributed to the year(s) during which Qualified Uniformed Service occurred and not the year(s) in which the contributions are made (unless the period of Qualified Uniformed Service and the period during which make-up contributions are made occur in the same year).

iii) No Interest or Investment Gains or Losses on Make-Up Contributions

Make-up contributions will not be subject to any earnings or losses experienced during your absence. Neither you nor your Employer are permitted or required to pay interest when making up missed contributions.

Notwithstanding the above, contributions will be permitted or required only to the extent and in the manner provided by USERRA and the regulations thereunder and also in accordance with Section 414(u) of the Internal Revenue Code.

If you have questions about the effect of your Qualified Uniformed Service on your rights under the Plan, you should contact the Fund Office.

SECTION

4. YOUR ACCOUNT

A) Components of your Account

When contributions are first received on your behalf, an Individual Account will be established for you. Your Individual Account will consist of your:

- i) Employer 401(a) Contributions (if any); plus
- ii) Any investment gains; minus
- iii) Any investment losses; minus
- iv) Fees and expenses; minus

- v) Benefits paid; plus or minus
- vi) Forfeitures.

Your Individual Account is maintained only for accounting purposes. The assets of your Individual Account are not segregated.

B) Investment of Plan Assets

The amount in your Individual Account is pooled with the amounts in all of the Individual Accounts and invested together.

At each Valuation Date, your Individual Account is credited with a pro rata share of the Fund's overall net investment return or loss in addition to the contributions received by the Fund on your behalf.

The Trustees are responsible for investing all of the assets in the Plan and will select and monitor investment managers with which to invest the assets. . The assets of the Plan will be invested (a) for the exclusive purpose of providing benefits to Participants and Beneficiaries and defraying reasonable expenses of administering the Plan; (b) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; (c) by diversifying the investments of the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

Note: There is no guarantee of investment return or principal. At any time, the value of your Individual Account will reflect any changes in the total value of all of the investments held by the Plan, which could result in a decrease, as well as an increase, in your Individual Account.

C) Valuing Your Account

The Fund's assets are valued at fair market value.

As soon as possible after the Valuation Date, the gross investment yield experienced by the Fund during the fiscal year is determined.

The expenses for investing the assets in the Fund, and for the administration of the Fund, will be deducted from the gross investment yield. See also Section 4(H), page 6. Forfeitures (if any) for the year will be added to the gross investment yield. The gross investment yield less expenses, plus forfeitures, will be the net investment yield (which may therefore be positive or negative).

The net investment yield is then divided by the total of:

- i) The amounts in all of the Individual Accounts as of the previous Valuation Date (excluding Individual Accounts consisting solely of a residual balance as the result of a total distribution prior to the Current Valuation Date); plus
- ii) Any Contributions received after the previous Valuation Date, through the current Valuation Date.

This fraction will be multiplied by the sum of each such Individual Account (excluding Individual Accounts consisting solely of a residual balance as the result of a total distribution prior to the Current Valuation Date) and the product will be added to each such Individual Account as of the current Valuation Date.

D) Limitation of Account

In no event will the total amounts in all Individual Accounts at any Valuation Date, plus amounts previously established for expenses and reserves at the time, exceed the total net assets of the Fund. Should this occur, then all existing Individual Accounts shall automatically be proportionately reduced so that the total of all Individual Accounts plus amounts established for expenses and reserves is not more than the Fund's total net assets.

E) Account Statements

The Fund Office will mail you an annual statement for as long as you have a balance in the Plan and provide a current address. The statements are usually sent in October and show your account balances as of December 31 of the previous year.

You should promptly review your annual statements to check that all of the contributions made on your behalf have been properly reported. If you believe that you have found an error in the records, you should file a written statement with the Fund Office within 60 days after you receive your annual statement. You should submit any supporting evidence you may have. You will be credited with any amounts properly due and subsequently collected from an Employer, and such amounts will be reflected on a future annual statement.

Only contributions actually paid by the Employer can appear on your annual statement.

F) Vesting

You are always vested in (have the right to) 100% of the contributions made to the Plan as soon as you meet the requirements to qualify as a Participant in the Plan pursuant to Section 2(A), page 3, of this SPD:

- i) Minus fees and expenses;
- ii) Minus your share of the Plan's expenses;
- iii) Plus or minus an forfeitures; and
- iv) Plus or minus any investment earnings or losses.

However, the assets in your Individual Account are not available to you at any time you wish. You may only take a distribution from your Individual Account if permitted under the Plan's rules.

G) Forfeitures

If a you fail to make a required application for benefits and if the Plan is required to make a distribution but does not have a valid address or other contact information on file, the Fund Office will take all reasonable steps available to make a diligent search to locate you.

If, however, the Fund Office is unable to locate you within three years of the date on which the distribution was to have been made, the account may be forfeited and closed if the Trustees determine that it is appropriate under the circumstances. A forfeiture may also occur if you are issued a benefit check from the Plan, fail to cash or deposit the check and the Plan is unable to locate you after three years from the date of the check. If you are thereafter located, the amount previously forfeited will be paid to you in the amount available at the time of the forfeiture (not including any investment gains or losses after the time of the forfeiture).

If, for any Plan Year, the Plan experiences any gains resulting from forfeitures, such forfeitures will be first used to reduce the Plan's administrative expenses. If, after applying the forfeitures to reduce Plan expenses, there continues to remain additional forfeitures (e.g., forfeitures exceed expenses for that Plan Year), the excess will be allocated to all existing Individual Accounts as of the Valuation Date in proportion to the total value of each Individual Account to the total value of all existing Individual Accounts.

H) Fees

To cover general expenses necessary to administer the Fund, such as recordkeeping, legal, and audit fees, you will be charged:

- i) An annual fee of \$12; and
- ii) An amount equal to your pro-rata share of all other Plan expenses not covered by the annual fee.

You will also be charged a fee of the lesser of \$550, or 10% of the account balance, for processing a QDRO. See Section 5, page 6. Fees are subject to change at any time.

SECTION

5. QUALIFIED DOMESTIC RELATIONS ORDERS

A court may issue a "Qualified Domestic Relations Order" (QDRO) as part of legal proceedings such as divorce. A QDRO is an official order of the court that instructs the Trustees to pay all or part of your benefit to an Alternate Payee, most commonly your Spouse in case of divorce. The Trustees are required by law to recognize and comply with a QDRO, provided the order is submitted to and approved by the Trustees. You may obtain a copy of the QDRO procedures and a sample QDRO from the Fund Office without charge.

Alternate Payees may include your Spouse, former Spouse, child or other dependent. Payments to an Alternate Payee may not begin until the earlier of:

- A) The date you reach age 50;
- B) The date you become eligible for a distribution after terminating employment;
- C) The date you are entitled to a distribution based on an approved application for a disability benefit; or
- D) The date of your death.

NOTE

Contact the Fund Office for more information about QDRO procedures.

The processing of a QDRO results in special administrative costs to the Fund. These costs include the expense of corresponding about the order, the expense of setting up a separate account for the Alternate Payee, and the charges of the Fund's attorneys in assisting with the review of the QDRO. The Fund is permitted to charge these costs to the parties involved in the QDRO. Accordingly, the Fund will

deduct from any affected account an administrative charge for processing a QDRO. At the time of publication, the charge was the lesser of \$550.00 or 10% of the balance of the Individual Account. The charge will only be taken after any separate account is set up for the Alternate Payee, one-half from each account unless the QDRO states otherwise.

SECTION

6. BENEFITS

A) Benefits at Retirement

The “normal retirement age” under the Plan is age 65. Benefits are payable at or after normal retirement age but may be paid at age 55 if you have severed employment in any position with any Contributing Employer with the intent to retire.

B) Benefits Before Retirement

i) Payment on Termination of Employment

You may withdraw the entire balance of your Individual Account provided at least two full Plan Years have elapsed since your last hours of Covered Employment.

For example, if your last hour of Covered Employment was in 2019, you will not be eligible for a distribution until January 2022 (the 2020 and 2021 Plan Years must pass first).

ii) Payment Due to Disability

If you are unable to work because you become permanently and totally disabled, you may receive a distribution of the value of your Individual Account in the Plan.

You are considered to be totally and permanently disabled only if you have received a Social Security disability “notice of award” from the Social Security Administration.

iii) Automatic Payment of Small Individual Accounts

Your Individual Account may be paid to you automatically in a lump sum, regardless of whether or not you apply for benefits.

- a) The Fund Office will send a notice to you if your Individual Account balance is \$1,000 or less, and you have had no contributions added to your account for at least two full Plan years.
- b) The notice will advise you that your Individual Account is subject to the automatic distribution provision. You may then choose to have the account balance paid out in a lump sum, rolled over into an IRA selected by the Plan, or rolled over into another IRA or qualified retirement plan selected by you.
- c) However, you may also choose to provide information to the Fund Office showing that you are still working in the industry and should therefore not be required to take a distribution. For example, you might show that you are actively seeking work by registering on a local Union out-of-work list or are temporarily not working due to a disability or military service.
- d) If you fail to respond to the notice, or cannot be located, the Plan will automatically distribute the balance in your Individual Account and may issue a check directly to you.

Benefits Available Before Retirement

Type of Withdrawal	Amount Available	Key Limitations
Payment on Termination of Employment	100% of Individual Account	• 2 full Plan Years after last hour in Covered Employment
Payment Due to Disability	100% of Individual Account	• Must have Social Security disability “notice of award”
Automatic Payment of Small Individual Accounts	100% of Individual Account	• Individual Account balance must be \$1,000 or less • Must meet requirements for Termination of Employment above • Only at Trustees’ discretion

Notes:

- This is only a summary of the Plan’s distribution rules. See Section 6(B), page 77 for further details.
- Federal and state income tax and tax penalties can total more than 50% of withdrawals taken before age 59½. See Section 6(D), page 10 for further details.

C) Death Benefits

If you die before you receive your benefits and you are not married, your Beneficiary will receive a lump-sum payment of the value of your Individual Account as of the date it is paid out.

i) Naming your Beneficiaries

You may decide who your Beneficiary(ies) will be by filing a completed an Enrollment and Beneficiary Form with the Fund Office. However, if you are married at the time of your death, your Spouse is automatically your Beneficiary. So, if you are married and wish to designate a Beneficiary other than your Spouse, your Spouse must consent in writing on the Enrollment and Beneficiary Form and your Spouse's signature must be notarized.

ii) When there is no Named Beneficiary

If you have no named Beneficiary or if your Beneficiary predeceases you, the Plan will pay survivor benefits to one or more of the following surviving relatives in the following order:

- a) Surviving Spouse (not including a Domestic Partner);
- b) If none, to be divided equally among the surviving child(ren), including legally adopted child(ren);
- c) If none, to the surviving parent(s);
- d) If none, to be divided equally among the surviving sibling(s); or
- e) If none, to your estate.

In determining such person(s), the Trustees may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon such affidavit shall be in full satisfaction of any benefit payable under the Plan, unless before the payment is made the Trustees have received written notice of a valid claim by some other person. If two or more persons become entitled to benefits as preference beneficiaries, they shall share equally. The Trustees may delay payment until they determine, in their full discretion, that the correct Beneficiary has been identified.

iii) Automatic Revocation of Spouse Beneficiary

Effective January 1, 2021 the designation of a Spouse as a Beneficiary of any death benefit will be automatically revoked if the marriage is later dissolved. Thus, a former Spouse will no longer be your designated Beneficiary unless named as such in a new Enrollment and Beneficiary Form, completed and submitted to the Fund Office after the marriage is dissolved. This rule limits the chance of conflicting claims to death benefits if you forget to change your Beneficiary designation from a former Spouse to a subsequent Spouse or other Beneficiary.

iv) Minor Beneficiaries

If the benefits are payable to a minor, the Trustees may direct that the benefits be paid to a legally appointed guardian or conservator or to the person having custody or care of the minor, providing the benefits are used solely for the support of the minor. The Trustees may direct that the benefits be deposited in a federally insured savings account in the name of the minor.

v) Rollovers for Surviving Spouse Beneficiaries

Most distributions made to a surviving Spouse Beneficiary are eligible rollover distributions. A surviving Spouse Beneficiary will be provided with a notice at the time of the distribution that will provide complete information as to the Beneficiary's options and rights with respect to an eligible rollover distribution.

A surviving Spouse may not postpone the payment of benefits beyond when you would have reached age 72 or, if later, the end of the Calendar Year immediately following the Calendar Year in which you died. The Fund Office will make payments to any surviving Spouse Beneficiary, who can be located and who has reached these required beginning dates, even if an application has not been filed.

vi) Non-Spouse Beneficiaries

Payments to non-Spouse Beneficiaries must be made no later than December 31 of the calendar year immediately following the calendar year of your death or, if later, as soon as practical after the Trustees learn of the death.

A non-Spouse Beneficiary may roll over an eligible rollover distribution only through a direct trustee-to-trustee transfer and only to an "inherited IRA", Roth IRA, or annuity. An inherited IRA is one established by the Beneficiary solely to accept your death or survivor benefit and may include a Roth IRA. This can only be accomplished through a direct trustee-to-trustee Rollover Distribution. Therefore, unlike a Participant or surviving Spouse, if the non-Spouse Beneficiary directly receives a distribution from the Plan, he/she does not have the option to convert the payment to a Rollover Distribution by depositing it to an inherited IRA within 60 days of payment. By rolling over the distribution, the non-Spouse beneficiary will be able to defer taxes.

For Participants who did on or after January 1, 2020, once rolled over into an inherited IRA the benefits must still be distributed to the non-Spouse Beneficiary within ten (10) years of the Participant's death. Unlike a surviving Spouse, a non-Spouse Beneficiary will not be permitted to delay distribution from an inherited IRA until he/she would have attained age 70½.

A non-Spouse Beneficiary will be provided with a notice at the time of the distribution that will provide complete information as to the Beneficiary's options and rights with respect to a Rollover Distribution.

D) How Your Individual Account is Paid

You will receive your Individual Account balance in the form of a single lump-sum payment that will be paid no later than the 60th day after the end of the Plan Year in which you retire.

Your final Individual Account balance is the amount in your Individual Account at the last Valuation Date prior to the date the Fund Office issues your payment, plus any applicable Employer contributions received by the Plan after such Valuation Date.

Example: If the Fund Office receives your application on March 15, 2020, and you are then eligible to receive a distribution, the last Valuation Date will be December 31, 2019.

The calculation of your final Individual Account balance may change based on the results of the Plan's annual audit that takes place after the close of each Plan Year. This annual audit can take up to 10 months to complete. Therefore, if your application is received after a Valuation Date, but before the completion of the annual audit for the most recently concluded Plan Year ended December 31, the Plan may pay benefits based on your prior annual Individual Account valuation, but withhold a percentage of your payment pending completion of the audit. The percentage to be withheld will be ten percent (10%) unless the Board of Trustees determines to apply another percentage based on the Plan's investment performance and other factors. Any remaining residual balance due will be paid out to you once the annual audit is complete.

E) Rollover of Distributions from the Plan

You may roll over eligible distributions made from the Plan into certain qualified retirement plans that accept rollovers, including IRAs, individual retirement annuities, annuity contracts, annuity plans, and eligible state or local government plans, as permitted by federal law.

A Rollover Distribution may be made directly to an eligible retirement plan, annuity, or IRA. Payment may instead be made directly to you, in which case you will have 60 days to convert the payment into a Rollover Distribution by depositing the funds into an eligible retirement plan, annuity, or IRA, etc. to avoid being taxed on the distributions that are eligible to be rolled over.

Distributions that are eligible to be rolled over that are paid directly to you are subject to a 20% mandatory federal tax withholding. However, Rollover Distributions transferred directly from this Plan to an eligible retirement plan, annuity, or IRA are not subject to mandatory withholding.

If the distribution you are to receive is eligible to be rolled over, the Plan will provide more detailed information at that time.

See also Section 6(C), page 8 regarding rollover of death benefits.

F) Amount of Benefit

The benefit will be equal to

- i) Your Individual Account balance determined as of the Valuation Date coinciding with or immediately preceding the date of distribution, plus
- ii) Any Contributions paid into your Individual Account since the Valuation Date described in (i), less
- iii) Any distributions made from your Individual Account since the Valuation Date described in (i).

G) Required Minimum Distributions

You must begin distributions by your "required beginning date", which is no later than April 1 of the Calendar Year following the later of:

- i) The Calendar Year in which you attain age 72; or
- ii) The Calendar Year in which you retire.

If you fail to elect a distribution, you will automatically receive distributions from the Plan no later than your "required beginning date", and each year thereafter in which no distribution application is received, in amounts required by law.

Note: If you turned age 70½ on or before December 31, 2019, your "required beginning date" is April 1 of the Calendar Year following the later of (i) the Calendar Year in which you attained age 70½, or (ii) the Calendar Year in which you retire.

H) Application for Benefits

Except for benefits from the Plan that are paid automatically, in order to receive benefits under the Plan, you must submit a written application to the Fund Office. When you are ready to apply, you should contact the Fund Office for the necessary forms. An application will be treated as submitted on the date it is postmarked. If your application is incomplete, you will be notified with a written request for additional information.

All claims will be processed no later than 60 days after the end of the Plan Year in which you submit a claim. However, every effort will be made to process your claim as soon as administratively feasible after its receipt by the Fund Office.

I) Tax on Distributions

When you receive money from your Individual Account, a Form 1099-R will be issued reporting this income to you and the IRS. The extent to which some or all of your distribution is taxable depends on a number of factors.

Employer 401(a) Contributions, and any investment earnings, are taxed only at the time of distribution. Employer 401(a) Contributions and earnings may be paid as a Rollover Distribution to your account in another qualified plan, or into an IRA, etc. In most cases, if a distribution of Employer 401(a) Contributions is not rolled over into another qualified plan or an IRA, the entire distribution amount will be subject to income tax and any applicable tax penalties.

i) Rollovers

You will be given the opportunity to elect a Rollover Distribution to eligible retirement accounts, such as other qualified plans, tax qualified annuities, IRAs, and qualified state and local government plans which accept rollovers. Surviving Spouse Beneficiaries, or Alternate Payees who are Spouses or former Spouses, may similarly roll over their distributions to these types of eligible retirement accounts. Distributions to non-Spouse Alternate Payees are taxable to the Participant and cannot be rolled over. Non-Spouse Beneficiaries may roll over their benefit only to an Inherited IRA (see Section 6(C)(vi), page8).

You must complete the appropriate forms and inform the Fund Office of the name of the retirement account to which you want your Rollover distribution payable, as well as any other information that is necessary to make the transfer.

Unless you are a non-Spouse Beneficiary, if you do not elect a Rollover Distribution, you may still convert your benefit payment into a Rollover Distribution by depositing the money in a qualified plan or IRA, etc. within 60 days of the payment to you. In order to avoid tax and tax penalties on the 20% federal income tax that the Plan withheld from your distribution, you must include with your deposit an amount equal to that withholding (and any state withholding).

To determine the best way for you to receive the money in your Individual Account and the tax consequences of any payments you receive, you are strongly advised to discuss your particular circumstances with a qualified tax advisor.

Generally, distributions that are not rolled over are taxable and subject to mandatory federal and state tax withholding

ii) Tax Withholding

Federal law governs the withholding of income tax from distributions.

If you are eligible for a Rollover Distribution to another eligible retirement account and do not elect that option, the Plan must withhold 20% of your distribution to offset some of the federal income tax you may owe. You may also be subject to a 10% federal penalty if you are under age 59½. State withholding, tax, and tax penalties, may also apply. You will be notified about your right to elect a Rollover Distribution at the time you ask for a distribution.

SECTION

7. APPLICATION AND APPEALS PROCEDURES

This Plan includes a claims and appeal procedure that must be followed. Be sure to read it carefully before filing a claim or a lawsuit involving the Plan, the Board of Trustees, or the Fund. The purpose of the appeals procedure is to make it possible for claims and disputes to be resolved fairly and efficiently without costly litigation.

A) Processing a Claim For a Benefit

The Fund will treat any application or written request for a Plan benefit or any other written claim for Fund action made by you or your authorized representative in accordance with the procedures described in this SPD as a “claim for benefits”. You have the right to appeal any Fund decision regarding the amount or timing of a benefit or any other Fund decision affecting your rights under the Plan using the procedures set forth below.

Except for benefits from the Fund that are paid automatically, in order to make a claim for benefits, you must obtain an application form from the Fund Office. The form must be completed, signed, and submitted to the Fund Office. A claim will be treated as submitted on the date it is received by the Fund Office. If your application is incomplete, you will be notified as soon as possible with a written request for additional information.

All claims will be processed no later than 90 days after the submission of your claim which may be extended an additional 90 days, if special circumstances exist requiring more time to consider your claim. You will be notified in writing by the Fund Office if an extension is needed and when you may expect to receive a decision on your claim. However, every effort will be made to process your claim as soon as administratively feasible after its receipt by the Fund Office.

Where appropriate, you will be awarded any partial benefits that can be determined with the available information. If partial benefits cannot be awarded because of a lack of necessary information, the Fund Office will conditionally deny your claim. The Fund Office will continue to seek the necessary information to make a final determination.

B) Notice of Decision on Your Claim

If your claim for benefits is denied, in whole or in part, the Fund Office will provide you with a written notice that states (1) the specific reason or reasons for the denial, (2) refers to the specific Plan provisions on which the denial is based, (3) describes any additional material or information that might help your application, (4) explains why that information is necessary, and (5) describes the Fund's review procedures and applicable time limits, including a right to bring a civil action under Section 502(a) of ERISA.

C) Appealing a Benefit Denial

If your claim for benefits is denied, in whole or in part, you may request that the Board of Trustees review the benefit denial. The Board of Trustees has delegated the responsibility to decide appeals to its Appeals Committee. (In some cases, the Board of Trustees may decide to consider an appeal and, in other cases, the Appeals Committee may delegate the responsibility to consider an appeal to a subset of the Committee.) All appeals must be in writing and must be received by the Fund Office within 180 calendar days after you receive the written notice of the denial from the Fund Office. Failure to file a timely written appeal shall constitute a complete waiver of your right to appeal, and the decision of the Fund Office will be final and binding.

In presenting your appeal, you have the opportunity to submit written comments, documents, records, and other information relating to your claim. You are also 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. Personal appearances on appeals are at the discretion of the Appeals Committee.

Your written appeal should state the specific reasons why you believe the denial of your claim was in error. You should also submit any documents or records that support your claim. This does not mean that you are required to cite all of the Plan provisions that apply or to make "legal" arguments; however, you should state clearly why you believe you are entitled to the benefits or other relief you are claiming. The Appeals Committee can best consider your position if it clearly understands your claims, reasons, or objections.

The review of the Appeals Committee will take into account all comments, documents, records, and other information that you submit, without regard to whether such information was submitted or considered by the Fund Office in its determination. The Appeals Committee will also not afford deference to the initial determination by the Fund Office.

The Fund Office maintains records of determinations on appeal and Plan interpretations so that those determinations and interpretations may be referred to in future cases with similar circumstances.

The Appeals Committee will meet at least once each quarter to review pending appeals. The decision of the Appeals Committee will be made by the meeting immediately following the date the appeal is received by the Fund Office. If the appeal is received during the 30 days preceding the meeting, the decision will not be made until the second meeting following receipt of the appeal. The time for processing an appeal may be extended in special circumstances by written notice to you prior to the beginning of the extension. Such an extension may only last until the third meeting following receipt of the appeal.

D) Notice of Decision on Appeal

Written notice of the decision of the Appeals Committee will be sent within five days from the date of the meeting at which the appeal was reviewed.

If your appeal is denied, in whole or in part, you will receive a written decision that will include: (1) the specific reason(s) for the denial; (2) the specific Plan provisions on which the denial is based; (3) 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 appeal; and (4) a statement of your right to bring a lawsuit under Section 502(a) of ERISA.

E) The Decision on Appeal is Final and Binding

The decision of the Appeals Committee is final and binding on all parties, including anyone claiming a benefit on your behalf.

Once a final decision is rendered there is no right to re-file the same appeal, or request reconsideration, and if such an appeal or request for reconsideration is filed the Appeals Committee may refuse to consider it.

The Board of Trustees and, by delegation, the Appeals Committee, has full discretion and authority to determine all matters relating to appeals including, but not limited to, eligibility for benefits, the amount of benefits to which individuals are entitled, the standard of proof required for any claim, and the application and interpretation of the Plan. The Board of Trustees has ultimate authority to hear any appeal and has generally delegated this authority to the Appeals Committee to decide appeals. However, the Board of Trustees has the right and authority to hear any appeal and, in such case, the rights and procedures set forth herein shall apply equally to the Board of Trustees.

If the Appeals Committee denies your appeal, and you decide to seek judicial review, the Appeals Committee's decision will be subject to limited judicial review to determine only whether the decision was arbitrary and capricious. Generally, no lawsuit may be brought without first exhausting the above claims and appeals procedure, nor may any evidence be used in court unless it was first submitted to the Appeals Committee prior to the decision on your appeal. No legal action may be commenced against the Trust, the Plan, or the Trustees more than two years after the claim has been denied on appeal.

F) Right to Be Represented

In making a claim or appeal, you may be represented by any authorized representative. If your representative is not an attorney or court appointed guardian, you must designate the representative by a signed written statement. However, neither you nor your representative has a right to an in-person hearing or appearance before the Trustees or the Appeals Committee.

G) Any Adverse Decision May be Appealed

The recipient of any written correspondence from the Fund Office that could be interpreted as adversely affecting the recipient's interest may appeal to the Appeals Committee for a determination of the content of that correspondence. Such a request for review must be in writing and must be made within 180 calendar days after receipt of the correspondence from the Fund Office. Such appeals will be processed in the same manner as appeals from determinations on benefit applications.

SECTION

8. IMPORTANT NOTICES

A) No Assignment of Benefits

Benefits may not be sold, assigned, or pledged as security for a loan. Furthermore, benefits are not subject to attachment or execution for the payment of a debt under any judgment or decree of a court or otherwise, except as provided in the Internal Revenue Code and applicable regulations. However, any benefits payable to a former Spouse or Alternate Payee, under a legally binding Qualified Domestic Relations Order, will be honored by the Fund.

B) Erroneous Payments

Every effort will be made to ensure accuracy in the payment of your benefits. However, if an error is discovered, regardless of how long ago it occurred and regardless of who is responsible for the error, and it is determined that the Fund has paid any benefits that you are not entitled to, you are obligated to reimburse the Fund for the erroneous payments, plus interest. The Trustees have the right to seek repayment from you through any legal means, including the right to reduce future benefit payments by the amount of the erroneous payment.

C) Misrepresentation or Fraud

If you receive benefits because of false information or a misleading or fraudulent representation, you will be required to repay all erroneous amounts paid by the Fund, plus interest, and you will be liable for all costs of collection including attorneys' fees. The Trustees have the right to seek repayment from you through any legal means, including the right to reduce future benefit payments by the amount of the payment made because of fraud or misrepresentation.

SECTION

9. INFORMATION REQUIRED BY ERISA

The following additional information concerning the Plan is provided to you in accordance with the Employee Retirement Security Act of 1974 (ERISA). The terms in this section are generally as defined in ERISA, unless capitalized.

A) Name and Type of Plan

The name of the Plan is the Landscape, Irrigation and Lawn Sprinkler Industry Defined Contribution Pension Plan. It is a multiemployer profit-sharing defined contribution plan with a cash-or-deferred arrangement.

B) Identification Numbers

The Fund's Internal Revenue Service tax identification number is 58-1908778. The Plan number is 001.

C) Plan Year

The Plan Year is the Calendar Year from January 1 through December 31.

D) Plan Sponsor, Named Fiduciary, and Administrator

The Plan is maintained pursuant to a collectively bargained, jointly trusted labor-management trust. The Board of Trustees is the plan sponsor, the plan administrator, and the named fiduciary under ERISA.

E) Board of Trustees

The Board of Trustees consists of Employer and Union representatives, selected by the Employers and Unions, in accordance with the Trust Agreement that relates to this Plan. If you wish to contact the Board of Trustees, you may do so at:

Board of Trustees
Landscape, Irrigation and Lawn Sprinkler Industry
Defined Contribution Pension Trust Fund
501 Shatto Place, Suite 500
Los Angeles, CA 90020

(800) 595-7473
(213) 385-6161
www.scptac.org
info@scptac.org

F) Fund Office

The Board of Trustees has designated the Southern California Pipe Trades Administrative Corporation to perform the daily business functions of the Plan. You may contact the Fund Office at:

Southern California Pipe Trades Administrative
Corporation
Attention: Joel Brick
501 Shatto Place, Suite 500
Los Angeles, CA 90020

(800) 595-7473
(213) 385-6161
www.scptac.org
info@scptac.org

G) Agent for Service of Legal Process

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

Landscape, Irrigation and Lawn Sprinkler Industry Defined Contribution Pension Trust Fund
Attention: Joel Brick
501 Shatto Place, Suite 500
Los Angeles, CA 90020

Service of legal process may also be made upon a plan trustee or the plan administrator.

H) Source of Contributions and Identity of any Organization Through Which Benefits are Provided

Contributions to the Fund are made by Employers in accordance with their Collective Bargaining Agreements, which require that contributions be made to the Fund at fixed rates per hour of work.

The Fund Office will provide you, upon written request, a complete list of Employers and Unions that are parties to a Collective Bargaining Agreement, and their addresses. The Fund Office will also provide information about whether a particular employer is obligated to contribute to the Fund on behalf of employees working under a Collective Bargaining Agreement and the address of any such employer.

The Fund's assets are held in trust by the Board of Trustees. Custody of the Fund's assets is with U.S. Bank, N.A. Benefits are provided directly from the Fund's assets, which are accumulated under the provisions of the Trust Agreement. The assets are used exclusively for providing benefits to participants and beneficiaries in accordance with the provisions of the Plan, and for paying the reasonable administrative expenses of the Fund.

All of the types of benefits provided by the Plan are set forth in this SPD.

I) Collective Bargaining Agreement

Contributions to the Fund are made in accordance with Collective Bargaining Agreements between Employers and District Council No. 16 of the United Association, or affiliated local Unions of District Council No. 16, or of the United Association. The United Association local Unions affiliated with District Council No. 16 are numbers 78, 114, 230, 250, 345, 364, 398, 403, 460, 484, 582, and 761. The Fund Office will provide you, upon written request, a copy of the applicable Collective Bargaining Agreement. The Collective Bargaining Agreements are also available for examination at the Fund Office. The following are the employer associations with which District Council No. 16 has a bargaining relationship that requires contribution to this Fund:

- i) California Plumbing & Mechanical Contractors Association (CPMCA);
- ii) Airconditioning, Refrigeration and Mechanical Contractors Association of Southern California, Inc. (ARCA/MCA); and
- iii) Mechanical Service Contractors of San Diego (MSCSD).

J) Plan Termination

i) Plan Termination

It is intended that this Plan will continue indefinitely, but the Board of Trustees reserves the right to change and/or discontinue the Plan at any time. The Trustees may terminate the Plan by a document in writing adopted by a majority of the Union Trustees and a majority of the Employer Trustees if, in their opinion, the Fund is not adequate to carry out its intended purpose or is not adequate to meet the payments due or which may become due. The Plan may also be terminated if there are no individuals living who can qualify as participants or beneficiaries under the Plan, or if there are no longer any Collective Bargaining Agreements requiring contributions to the Fund. The Trustees have the complete discretion to determine when and if the Fund should be terminated.

If the Plan is terminated, the Trustees will: (i) pay the expenses of the Fund incurred up to the date of termination as well as the expenses in connection with the termination; (ii) arrange for a final audit of the Fund; (iii) give any notice, and prepare and file any reports required by law; and (iv) apply the assets of the Fund in accordance with the law and the Plan, including amendments adopted as part of the termination, until the assets of the Fund are distributed. Under no circumstances will any portion of the Fund revert or inure to the benefit of an Employer, any employer association, or the Union.

Upon termination of the Plan and Fund, the Trustees will promptly notify the Union, any employer association, Employers, and all other interested parties. The Trustees will continue as Trustees for the purpose of winding up the affairs of the Plan.

Upon termination, the Trustees will make a reasonable effort to contact every Participant or, if you are deceased, your Beneficiary. If you cannot be located or do not make a claim for payment of your Individual Account within six months following notice by certified mail to your last known address, the Trustees will roll over your Individual Account to an individual retirement plan (IRA) in your name or that of your missing Beneficiary. The provider of the individual retirement plan will be selected in accordance with the Department of Labor's rules and regulations, including any available safe harbor for distributions to missing Participants of terminated defined contribution plans. If it is not feasible to roll over the account into an individual retirement plan the Trustees will determine the best alternative, including depositing the account into an interest-bearing federally insured savings account. The names of the individuals for whom an account is established will be available for reference with the Union.

ii) Benefits Not Insured

Benefits provided under this Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) or any other governmental agency, because neither the PBGC nor any other agency insures the benefits of a defined contribution pension plan.

K) Actions of Trustees

The Trustees have full discretion and authority over the standard of proof for any inquiry, claim, or appeal, and over the application and interpretation of the Plan and trust. No legal proceeding may be filed in any court or before an administrative agency against the Plan or its Trustees, unless all review procedures with the Trustees have been exhausted. No legal action may be commenced against the trust, the Plan, or the Trustees more than two years after a claim has been denied.

L) Right to Amend

The Trustees have the complete discretion to amend or modify the Plan or trust, and any of their provisions, in whole or in part, at any time.

M) ERISA Rights

As a participant in the Landscape, Irrigation and Lawn Sprinkler Industry Defined Contribution Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

i) Receive Information about Your Plan and Benefits

- a) Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and Union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- b) Obtain, upon written request to the plan administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The administrator may make a reasonable charge for the copies.
- c) 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.

ii) Prudent Actions by Plan Fiduciaries

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

iii) Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the plan administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

iv) 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.

SECTION

10. DEFINITIONS

Alternate Payee

Your Spouse, former Spouse, child or other dependent, or any individual who is recognized under a Qualified Domestic Relations Order (QDRO) as having a right to receive some or all of your benefits accrued and otherwise due and payable to you.

Appeals Committee

A subset of the Board of Trustees empowered to review and decide all appeals and other requests for review as described in Section 7, page 10.

Beneficiary

A Beneficiary is a person designated by you or by the terms of the Plan to receive benefits when you die.

Board of Trustees

All of the Trustees established as one body pursuant to the Trust Agreement.

Calendar Year

Calendar Year means January 1 through December 31 of each year.

Collective Bargaining Agreement

Any and all negotiated labor agreements between a Contributing Employer, or employer association acting on behalf of Employers, and Southern California Pipe Trades District Council No. 16 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (“United Association”), or any local Union affiliate of the District Council that requires contributions to the Landscape, Irrigation and Lawn Sprinkler Industry Defined Contribution Pension Trust Fund. It also refers to an agreement, to which the United Association is a party, requiring contributions to the Fund.

Contributing Employer

An Employer signed to a Collective Bargaining Agreement, or an Employer that assigns its bargaining rights to an employer association signed to a Collective Bargaining Agreement, that requires contributions to the Fund.

Covered Employment

Work by an Employee under a Collective Bargaining Agreement.

Employee

An Employee is anyone employed by a Contributing Employer in a position for which the Employer is required by a Collective Bargaining Agreement to make contributions to the Fund

Employer

See Contributing Employer.

Employer 401(a) Contribution

An amount contributed by an Employer on behalf of an Employee, if required by a Collective Bargaining Agreement.

ERISA

Employee Retirement Income Security Act of 1974, as amended. See Section 9(M), page 15 for an explanation of your ERISA rights.

Fund

The Landscape, Irrigation and Lawn Sprinkler Industry Defined Contribution Pension Trust Fund created by the Trust Agreement establishing that Fund.

Fund Office

Southern California Pipe Trades Administrative Corporation
501 Shatto Place, Suite 500
Los Angeles, CA 90020

(800) 595-7473
(213) 385-6161
www.scptac.org
info@scptac.org

Hour of Work

The term “Hour of Work” means (a) each hour for which an Employee was paid or entitled to payment for the performance of duties for an Employer, and (b) each hour for which back pay, regardless of mitigation of damages, is either awarded or agreed to by the Employer, excluding any hour credited under (a).

Individual Account

The account established in the Plan for each Participant. The balance of your Individual Account equals all contributions made by your employer, plus/minus all earnings/losses on your investments, less any fees or expenses charged or withdrawals taken.

Participant

An Employee who has satisfied the rules to become eligible under the terms of the Plan. See Section 2(A), page 3.

Plan

The benefits, rules, limitations, exclusions, and other provisions described in this SPD and established by the Plan Document.

Plan Document

The written document titled “Landscape, Irrigation and Lawn Sprinkler Industry Defined Contribution Pension Plan (Amended and Restated as-of January 1, 2015)” and any amendments thereto.

Plan Year

January 1 through December 31 of each year.

Rollover Distribution

A benefit payment from this Plan that is timely deposited to another qualified retirement plan that accepts rollovers, including individual retirement accounts (IRAs), Roth IRA’s, individual retirement annuities, annuity contracts, annuity plans, and eligible state and local government plans, as permitted by federal law. A Rollover Distribution is generally not subject to income tax at the time of payment.

SPD

Summary Plan Description. This document. A summary of the provisions of, and benefits available under, the Landscape, Irrigation and Lawn Sprinkler Industry Defined Contribution Pension Plan.

Spouse

A person to whom you are legally married (or to whom you were married for purposes of and to the extent provided under a Qualified Domestic Relations Order).

Trust Agreement

The written document titled “Agreement and Declaration of Trust Providing for Landscape, Irrigation and Lawn Sprinkler Industry Defined Contribution Pension Trust Restated Effective January 1, 2010” pursuant to which the Fund has been established and maintained and to which this Plan has been adopted, and any amendments thereto.

Trustees

Employer and Union representatives who oversee the Fund.

Uniformed Service and Qualified Uniformed Service

Uniformed Service is duty in the armed forces of the United States, the National Guard, the commissioned corps of the Public Health Service, and such other service designated by the President, which may entitle a Participant to the protections of USERRA.

Qualified Uniformed Service is Uniformed Service meeting the requirements under USERRA that establish reemployment and other rights.

Union(s)

Southern California Pipe Trades District Council No. 16 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO (“United Association”), and its affiliated local Unions, and such other Unions which have or may in the future become parties to and agree to be bound by the Trust Agreement.

Valuation Date

The term “Valuation Date” means the last day of each Plan Year.

SECTION

11. TRUSTEES

The following is a list of the Trustees as of the publication date of this SPD. The members of the Board of Trustees may change from time to time. If you want a current listing of the Trustees, contact the Fund Office.

A) Employer Trustees

WALTER SCOTT BAKER

Murray Company
18414 South Santa Fe Avenue
Rancho Dominguez, CA 90221

DON CHASE

Muir-Chase Plumbing Co., Inc.
4530 Brazil Street
Los Angeles, CA 90039

JOHN FEIKEMA

California Spectra Instrumentation, Inc.
21818 S. Wilmington Avenue, Suite 402
Carson, CA 90810

ROBERT FELIX

All Area Plumbing/ACCO Engineered Systems, Inc.
6446 E. Washington Blvd.
Commerce, CA 90040

JASON GORDON

Xcel Mechanical Systems, Inc.
1710 W. 130th Street
Gardena, CA 90249

CHIP MARTIN

CPMCA
3500 West Olive, Suite 860
Burbank, CA 91505

JOHN MODJESKI

University Mechanical & Engineering Contractors
1290 N. Hancock Street, Suite 100
Anaheim, CA 92807

BRYAN SUTTLES

Suttles Plumbing
2267 Agate Court
Simi Valley, CA 93065

LAWRENCE VERNE

Verne's Plumbing, Inc.
8561 Whitaker Street
Buena Park, CA 90621

DAVID ZECH

Pacific Plumbing Company
615 E. Washington Avenue
Santa Ana, CA 92701

B) Union Trustees

DAVID BALDWIN

U.A. Local No. 403
3710 Broad Street
San Luis Obispo, CA 93401

SHANE BOSTON

U.A. Local No. 484
1955 N. Ventura Avenue
Ventura, CA 93001

RODNEY COBOS

District Council No. 16
501 Shatto Place, Suite 400
Los Angeles, CA 90020

JEREMY DIAZ

U.A. Local No. 78
1111 W. James M. Wood Blvd.
Los Angeles, CA 90015

STEVEN GOMEZ

U.A. Local No. 460
6718 Meany Avenue
Bakersfield, CA 93308

MIKE HARTLEY

U.A. Local No. 230
6313 Nancy Ridge Drive
San Diego, CA 92121

GREG LEWIS

U.A. Local No. 761
1305 North Niagara Street
Burbank, CA 91505

MICHAEL LOPEZ

U.A. Local No. 114
93 Thomas Road
Buellton, CA 93427

ANTHONY NOVELLO

U.A. Local No. 582
1916 W. Chapman Avenue
Orange, CA 92868

RICARDO PEREZ

U.A. Local No. 345
1430 Huntington Drive
Duarte, CA 91010

AL POWERS

U.A. Local No. 364
223 S. Rancho Avenue
Colton, CA 92324

GLENN SANTA CRUZ

U.A. Local No. 250
18355 South Figueroa Street
Gardena, CA 90248

WILLIAM STEINER (seated February 10, 2021)

U.A. Local No. 398
8590 Utica Avenue, Suite 200
Rancho Cucamonga, CA 91730