Summary Plan Description

of the

Southern California Pipe Trades

DEFINED CONTRIBUTION FUND
Contents

1. INTRODUCTION ............................................................................................. 1
2. ENROLLMENT ................................................................................................ 2
3. CONTRIBUTIONS TO THE PLAN ................................................................. 3
4. YOUR ACCOUNT ............................................................................................ 7
5. YOUR INVESTMENT STRATEGY ................................................................. 9
6. INVESTMENT OPTIONS ............................................................................. 11
7. QUALIFIED DOMESTIC RELATIONS ORDERS ......................................... 12
8. FEES .......................................................................................................... 12
9. BENEFITS BEFORE RETIREMENT ............................................................... 12
10. BENEFITS AT RETIREMENT ..................................................................... 15
11. DEATH BENEFITS .................................................................................... 15
12. APPLICATION FOR BENEFITS .................................................................. 16
13. TAX ON DISTRIBUTIONS .......................................................................... 17
14. APPLICATION APPEALS PROCEDURE ...................................................... 18
15. IMPORTANT NOTICES ............................................................................. 20
16. INFORMATION REQUIRED BY ERISA .................................................... 20
17. DEFINITIONS ........................................................................................... 23
18. TRUSTEES ............................................................................................... 26
SECTION
1. INTRODUCTION

The Southern California Pipe Trades Defined Contribution Fund (“Fund” or “Plan”) was established in 1991 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 Southern California Pipe Trades Defined Contribution Plan. It applies on and after January 1, 2019. 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 traditional pension and social security income. Employees working under a Collective Bargaining Agreement or Participation Agreement that permits participation may elect to contribute a portion of their hourly wage under the terms of the Defined Contribution Plan. The Collective Bargaining Agreement or Participation Agreement may also require Employers to make contributions 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 17, on page 23.
SECTION 2. ENROLLMENT

A) Qualifying to Participate in the Plan
You may participate in the Plan if you are working in a job covered under a Collective Bargaining Agreement, or by some other written agreement that provides for coverage by the Plan. By law, you are not eligible to participate in the Plan if you are a sole proprietor or a partner in a partnership. Participation in the Plan is also available to Employees of District Council No. 16, its affiliated local Unions, and other organizations related to the Union, provided there is a Participation Agreement between the employing organization and the Plan. An Employer’s non-bargaining unit employees may also be covered provided there is a Participation Agreement between the Employer and the Plan. Coverage for any employees not working under a Collective Bargaining Agreement must be in accordance with the applicable Participation Agreement.

If you are a corporate officer or 50% or more shareholder of an Employer that is incorporated and is signatory to a Collective Bargaining Agreement, you are permitted to participate in the Plan if:

i) All of the non-collectively bargained employees of the Employer are provided the option of making Employee 401(k) Contributions to the Plan; and

ii) Your Employer signs a Participation Agreement and fully complies with all of its terms.

B) Automatic Enrollment
You will be automatically enrolled in the Plan, and contributions will be deducted from your pay, unless you choose to opt-out.

Under this “eligible automatic contribution arrangement” Employers must automatically deduct from your wages $0.50 per hour worked in Employee Pre-tax 401(k) Contributions and forward this amount to the Plan. These pre-tax contributions, and income earned, are not subject to income tax until they are withdrawn.

The $0.50 per-hour automatic Employee Pre-tax 401(k) Contributions will be made by all Employees working under a Collective Bargaining Agreement or Participation Agreement that provides for Employee contributions to be made to the Plan.

See Section 5, page 9 for information on how your contributions are invested.

C) Alternatives to Automatic Enrollment

i) Opting-Out of Automatic Enrollment
You may opt-out of the $0.50 per-hour automatic Employee Pre-tax 401(k) Contribution by completing an Enrollment/Change/Opt-out Form and submitting it to your Employer. This form is available from the Fund Office or any local Union office. Any contributions made before the Fund Office receives and processes an opt-out form may not be refunded but will be retained in your account.

ii) Choosing a Different Amount or Type of Contribution
You may replace the $0.50 per-hour automatic Employee Pre-tax 401(k) Contribution with a larger or smaller amount, and/or designate some or all of your contribution as an Employee After-tax Roth 401(k) Contribution, by completing an Enrollment/Change/Opt-out Form and submitting it to your Employer. This form is available from the Fund Office or any local Union office. Any contributions made before the Fund Office receives and processes a change form will not be changed and will be retained in your account as originally contributed.

D) Changing Employers
You will be automatically enrolled with $0.50 per hour in Employee Pre-tax 401(k) Contributions each time you change Employers, even if you have previously opted-out. If you do not want to be enrolled, you must complete a new Enrollment/Change/Opt-out Form and give it to your new Employer. If you elect to make Employee 401(k) Contributions to the Plan other than the $0.50 per hour Employee Pre-tax 401(k) Contribution, and you want to continue your contributions at that rate when you change employers, you must also complete a new Enrollment/Change/Opt-out Form and give it to your new Employer.

E) Naming Beneficiaries
When you complete your 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, your Spouse is automatically your Beneficiary. This automatic designation will be revoked if you divorce. This means that your former Spouse will no longer be your Beneficiary unless you name your former Spouse as your Beneficiary on a new Beneficiary Form after the divorce.
The purpose of this rule is to limit the chances of conflicting claims to death benefits in case you forget to change your Beneficiary designation if you divorce.

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 a Beneficiary Form from any local Union office, the Fund Office, or the Fund Office web site at www.scptac.org.

If you fail to name a Beneficiary, your account will be paid as set forth in Section 11(B), page 16. For more details regarding Beneficiaries, see Section 11, page 15.

**IMPORTANT**

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

**F) 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.

**G) 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 a 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**

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.

**A) Employee 401(k) Contributions**

If you are eligible to participate in the Plan, you may choose to contribute a portion of your wages to the Fund.

The Plan also has an automatic enrollment feature that will automatically enroll you for Employee Pre-tax 401(k) Contributions when you first start working for a new Employer. You may opt out of automatic enrollment or decide to contribute a different amount than the standard automatic enrollment amount. See Section 2(C), page 2.

You may choose the amount of Employee 401(k) Contributions that you wish to save through the Plan for your retirement. For instance, you may decide to save $2.00 for each hour that you work in employment covered by the Plan. Your Employer will withhold this amount from your wages and send it to the Fund Office.

The minimum Employee 401(k) Contribution you may make is $0.25 per hour. If you choose to contribute more than the minimum, you may elect a higher contribution rate in $0.25 increments, up to the maximum amount permitted under law. (See Section 3(A)(iv), page 5 which discusses IRS limits.) The contribution rate you elect remains in effect until you change it by submitting an Enrollment/Change/Opt-Out Form or until you change Employers.

You may also elect to adjust the hourly deduction amount for your overtime hours so that when you receive overtime or double-time wages, your 401(k) deduction is also increased to 150% or 200% of your regular contribution rate.

**EXAMPLE**

If your regular Employee 401(k) Contribution is $2.00 per hour, you may choose to adjust your contribution to $3.00 per hour when you are paid time-and-a-half and $4.00 when you are paid double-time.
If you elect to contribute a portion of your wages to the Plan, you must decide whether those contributions will be Employee Pre-tax 401(k) Contributions or Employee After-tax Roth 401(k) Contributions, or some combination of both.

i) **Employee Pre-tax 401(k) Contributions**
Employee Pre-tax 401(k) Contributions are deducted from your wages before income tax, or income tax withholding, are calculated. Employee Pre-tax 401(k) Contributions are not taxed in the year you earn them. The contributions, and any investment earnings, are taxed only at the time of distribution. Employee Pre-tax 401(k) 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 Employee Pre-tax 401(k) Contributions is not rolled over into another qualified plan or an IRA, the amount that is not rolled over will be subject to income tax and may be subject to tax penalties for early withdrawal.

ii) **Employee After-tax Roth 401(k) Contributions**
Unlike Employee Pre-tax 401(k) Contributions, Employee After-tax Roth 401(k) Contributions are subject to income tax at the time the contribution is made and are not taxed when distributed. The earnings on Employee After-tax Roth 401(k) Contributions are also distributed tax-free so long as the distribution is “qualified”. A distribution is qualified if it occurs after you turn age 59½ or because of your death or disability, and if it occurs at least five years after the date of your first Employee After-tax Roth 401(k) Contribution. Employee After-tax Roth 401(k) Contributions and their earnings may be paid as a Rollover Distribution, but only into a Roth contribution account in another qualified plan, or into a Roth IRA. In most cases, if a distribution of Employee After-tax Roth 401(k) Contributions is not qualified, the earnings will be subject to income tax and tax penalties.

Unlike Roth IRAs, you may make Employee After-tax Roth 401(k) Contributions to the Plan regardless of your annual income level.

iii) **Designation of Pre-tax 401(k) or After-tax Roth 401(k) Contributions**
It is your decision whether to designate your Employee 401(k) Contributions as Pre-tax 401(k) Contributions, After-tax Roth 401(k) Contributions, or some combination of both. In all cases it will be presumed that a contribution is a Pre-tax 401(k) Contribution unless you explicitly designate in writing, on an Enrollment/Change/Opt-Out Form submitted to your Employer, that a contribution, or a portion thereof, should be made as an After-tax Roth 401(k) Contribution. You may change this designation at any time. Once paid to the Fund, however, a Pre-tax 401(k) Contribution cannot be converted to an After-tax Roth 401(k) Contribution, and vice versa.

<table>
<thead>
<tr>
<th>Regular Pre-Tax 401(k) Contributions</th>
<th>Roth After-Tax 401(k) Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Made pre-tax</td>
<td>Made after-tax</td>
</tr>
<tr>
<td>Contributions and earnings are taxed when distributed</td>
<td>Contributions are taxed when made and earnings are never taxed if distributions are “qualified”</td>
</tr>
<tr>
<td>Immediate 100% vesting</td>
<td>Immediate 100% vesting</td>
</tr>
<tr>
<td>May be available for a hardship withdrawal (See Section 9(A), page 12)</td>
<td>May be available for a hardship withdrawal (See Section 9(A), page 12)</td>
</tr>
<tr>
<td>May be rolled over into a qualified plan or IRA</td>
<td>May be rolled over only into a qualified plan that has a Roth account, or to a Roth IRA</td>
</tr>
</tbody>
</table>
### How 401(k) Contributions Affect Your Taxable Income

<table>
<thead>
<tr>
<th>Employee 401(k) Contribution Type:</th>
<th>Employee Pre-tax 401(k) Contributions</th>
<th>Employee After-tax Roth 401(k) Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your Gross Wages:</td>
<td>$1,664.00</td>
<td>$1,664.00</td>
</tr>
<tr>
<td>Subtract Pre-Tax Employee 401(k):</td>
<td>($140.00)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Wages Subject to Payroll and Income Tax:</td>
<td>$1,524.00</td>
<td>$1,664.00</td>
</tr>
<tr>
<td>Subtract Payroll and Income Taxes:</td>
<td>($448.74)</td>
<td>($140.00)</td>
</tr>
<tr>
<td>net Pay:</td>
<td>$1,075.26</td>
<td>$1,047.26</td>
</tr>
</tbody>
</table>

**Key Differences:**
- Your current taxes are lower.
- Your net pay is lower.
- You will not have to pay taxes when you receive your benefit.

**Key Question:** Will you be in a higher or lower tax bracket when you receive your benefit?

### iv) Employee 401(k) Contribution Limits

The Internal Revenue Service sets a dollar limit each year on the amount of Employee 401(k) Contributions you are allowed to contribute to this Plan. The IRS adjusts the limit periodically for cost of living changes. The Employee 401(k) Contribution limit for each year is announced annually by the IRS toward the end of the prior year. In addition, under the law, if you are at least 50 years of age by the end of the Calendar Year, you are entitled to make a “catch-up” contribution up to the limits established by law. The maximum amount of Employee 401(k) Contributions near the time of publication was as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Maximum Contribution</th>
<th>Catch-up Contribution*</th>
<th>Total Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>$18,500</td>
<td>$6,000</td>
<td>$24,500</td>
</tr>
<tr>
<td>2019</td>
<td>$19,000</td>
<td>$6,000</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

* Catch-up contributions are permitted beginning in the year you turn age 50.

Employee Pre-tax 401(k) Contributions and Employee After-tax Roth 401(k) Contributions are combined for purposes of limits on the annual maximum amount that may be contributed into a 401(k) plan. For 2019 this limit was $19,000 (not including catch-up contributions for Participants age 50 or older).

In addition to the limits on your Employee 401(k) Contributions, there is also an overall limit on the amount you and your Employer together may contribute to this Plan each year. In 2019, contributions may not exceed the lesser of $56,000 or 100% of your earnings for the year. This limit will change over time. In addition, the amount of contributions to this Plan may affect how much you and your Employer may contribute to another defined contribution plan of the Employer.

There is a further limitation for “highly compensated employees”. The average deferral percentage of highly compensated employees must not exceed the average deferral percentage of non-highly compensated employees by more than a certain amount. As a result, the maximum contribution for a highly compensated employee may be lower than the limits set above. For 2019, highly compensated employees include employees with annual wages exceeding $120,000 in 2018 or who own 5% or more of an Employer.

Each year, as required by law, the Fund Office conducts tests to determine whether any of the limits on contributions have been exceeded. Any excess amounts, plus investment earnings, are refunded to you.
In case of a distribution to a highly compensated employee due to non-discrimination test failure, the employee may designate the extent to which the excess amount is composed of Employee Pre-tax 401(k) Contributions and Employee After-tax Roth 401(k) Contributions, but only to the extent such types of contributions were made for the year. If the highly compensated employee does not designate the type of Employee 401(k) Contributions to be distributed, the Plan will distribute Employee Pre-tax 401(k) Contributions first. In case of a distribution due to excess contributions (amounts exceeding $19,000 in 2019, plus “catch-up” contributions if applicable), if the Employee contributed both Employee Pre-tax 401(k) and Employee After-tax Roth 401(k) Contributions, excess amounts will be withdrawn pro-rata in the same proportion as the original contributions made.

If you have any questions about the limitations on contributions, you should contact the Fund Office.

B) Employer 401(a) Contributions

Employers may also contribute to the Fund on your behalf if such contributions are required by a Collective Bargaining Agreement or Participation Agreement. These contributions will be accounted for separately from your Employee 401(k) Contributions.

C) Rollover Contributions

This Plan accepts Rollover Contributions from a variety of retirement accounts, including other qualified plans, tax qualified annuities, qualified state and local government plans, and that portion of an IRA distribution that would otherwise be includable in gross income. This means that if you have money in such a retirement account and work for an Employer who participates in this Plan, you may roll over that retirement savings into this Plan. The amount you roll over will be placed in your Individual Account and will be accounted for separately from your Employee 401(k) Contributions and your Employer 401(a) Contributions.

D) Reciprocal Contributions

This Plan is signatory to the United Association Pension Fund Reciprocal Agreement, which provides for money-follows-the-Member reciprocity with all pension funds that have also signed the agreement and, in some cases, with the Plumbers and Pipefitters National Pension Fund. Under this agreement, contributions are transferred to your home local pension fund(s) automatically. This Fund may also enter into other similar reciprocity agreements.

i) Incoming Reciprocity

If your home local is a District Council No. 16 local and you work outside of the jurisdiction of District Council No. 16, contributions made to another defined contribution fund that has signed an applicable reciprocal agreement will be transferred to this Fund according to the terms of the reciprocal agreement.

ii) Outgoing Reciprocity

If your home local is not a District Council No. 16 local and you work within the jurisdiction of District Council No. 16, contributions to this Fund will be transferred to your home local pension fund(s) if your home local pension fund has signed an applicable reciprocal agreement, according to the terms of the reciprocal agreement.

Contributions are reciprocated based on your home local as reflected in the United Association’s records.

E) 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. You may pay for missed Employee 401(k) Contributions in the manner and amount permitted by law.

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 may 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) Employee 401(k) Contributions

Upon your return from Qualified Uniformed Service, you will be permitted, but not required, to make additional Employee 401(k) Contributions ("make-up contributions") to make up some or all of the contributions that would have been made during the period of Qualified Uniformed Service had you remained in Covered Employment. Any make-up contributions for a period of Qualified Uniformed Service must be made during a period not to exceed the lesser of three times the length of your immediate past period of Qualified Uniformed Service or five years from the date of your reemployment, and not later than the termination of your reemployment with a Contributing Employer.
ii) **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, upon your return from 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.

iii) **Contribution Limits**

The amount of Employee 401(k) Contributions and Employer 401(a) Contributions that may be made to the Plan is limited by the Internal Revenue Code. You are not permitted to make contributions, or 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).

iv) **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) Employee 401(k) Contributions; plus

ii) Employer 401(a) Contributions (if any); plus

iii) Rollover Contributions; plus

iv) Any moneys forwarded to this Fund from another fund under a reciprocal agreement; plus

v) Any investment gains; minus

vi) Any investment losses; minus

vii) Fees and expenses; minus

viii) Benefits paid.

B) **Changing Your Contribution Amount**

If you wish to change the amount you contribute to the Plan, you must complete the applicable section of the Enrollment/Change/Opt-out Form and submit it to your Employer. Your contributions must be in $0.25 increments.

The amount that you can contribute is limited by government regulations. (See Section 3(iv), page 5.)

C) **Managing Your Account**

Employee 401(k) Contributions, Employer 401(a) Contributions, Rollover Contributions, and any moneys received through reciprocity are deposited into your account with the Plan’s recordkeeper, John Hancock Retirement Plan Services (John Hancock). The Plan provides a variety of investment funds in which you may invest your account. Please refer to Section 6, page 11 for a list of the investment options at the time of publication.
You may contact John Hancock online at mylife.jhrps.com or by phone at (800) 294-3575 to manage your Plan account including:

- Receiving retirement planning help
- Reviewing investment options
- Requesting account statements
- Changing investment elections
- Viewing existing balances
- Receiving investment advice from Morningstar®
- Other Plan features

You must contact John Hancock to make your initial investment elections and to make any changes to those elections. If you do not select your investment elections, your funds will be automatically invested in a default fund designated by the Trustees. See Section 5(C), page 10.

Self-service Internet or telephone access is available 24 hours a day, seven days a week. John Hancock service representatives are available by telephone from 8 a.m. to 10 p.m. Eastern Time on any business day the New York Stock Exchange is open.

More details about account access may be found in the Fund enrollment kit provided separately.

D) Valuing Your Account
Your Individual Account is valued daily. You may check the value of your Individual Account at any time through John Hancock.

E) Account Statements
John Hancock will mail you a quarterly statement for as long as you have a balance in the Plan and provide a current address. The statements are sent in January, April, July, and October and show your account balances as of December 31, March 31, June 30, and September 30. You may also obtain statements online or by calling John Hancock.

The statements will show separate balances for:

i) Employee Pre-tax 401(k) Contributions;
ii) Employee After-tax Roth 401(k) Contributions
iii) Employer 401(a) Contributions; and
iv) Rollover Contributions.

It will also show current period:

i) Earnings;
ii) Fees and expenses; and
iii) Benefits paid.

You should promptly review your quarterly statements to check that all of the contributions made on your behalf have been properly reported. You should keep evidence of your contributions (such as pay records) as proof of how much was deducted by your Employer. 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 of the end of the calendar quarter. You should submit supporting evidence, such as copies of your pay records. You will be credited with any amounts properly due and subsequently collected from an Employer, and such amounts will be reflected on a future quarterly statement.
John Hancock Quarterly Statements & Conditions

<table>
<thead>
<tr>
<th>Contributions for Hours Worked During...</th>
<th>... are Generally Received by John Hancock During...</th>
<th>... and Appear on the John Hancock Quarterly Statement Issued in...</th>
</tr>
</thead>
<tbody>
<tr>
<td>September, October, November</td>
<td>October, November, December</td>
<td>January</td>
</tr>
<tr>
<td>December, January, February</td>
<td>January, February, March</td>
<td>April</td>
</tr>
<tr>
<td>March, April, May</td>
<td>April, May, June</td>
<td>July</td>
</tr>
<tr>
<td>June, July, August</td>
<td>July, August, September</td>
<td>October</td>
</tr>
</tbody>
</table>

Notes:
- This example assumes that the Employer remits contributions weekly. Some employers only remit contributions after the end of each month, in which case, for example, no September contributions will appear on the quarterly statement issued in October.
- Contributions for work near the end of the quarter may not be received by John Hancock in time to appear on that quarter’s statement.
- Only contributions actually paid by the Employer can appear on a quarterly statement.
- Incoming reciprocal contributions are credited at least one month later than contributions for work in District Council No. 16.

F) Vesting
You are always vested in (have the right to) 100% of the contributions you or your Employer made to the Plan, including any reciprocal contributions or Rollover Contributions:

i) Minus fees and expenses;
ii) Minus your share of the Plan’s expenses; and
iii) 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.

SECTION 5. YOUR INVESTMENT STRATEGY

The Trustees decide which investment options will be offered in the Plan. The Plan is designed to comply with Section 404(c) of the Employee Retirement Income Security Act (“ERISA”), and Title 29 of the Code of Federal Regulations Section 2550.404c-1. Generally, this means that you are provided with certain information about the Plan and the available investment alternatives, the opportunity to exercise control over the assets in your Individual Account and the opportunity to choose from a broad range of investment alternatives. This also means the Plan fiduciary (the Board of Trustees) may be relieved of any liability for any losses which are the direct and necessary result of investment instructions given by you (or your Beneficiary).

The Trustees have a duty to ensure that the administrative procedures, policy guidelines, and selection of the options are established and carried out in a prudent manner. The investment options at the time of printing are listed in Section 6, page 11. The Trustees may change the investment options at any time. When you enroll, you will be given information about the choice of professionally managed funds available in which to invest your Plan contributions.

You have three options for determining your investment strategy:

A) Option 1 – Self-Direction
You may choose how your Individual Account is to be allocated among the investment options offered in the Plan. After reviewing a description of each investment option, you may direct that all or a portion of your Individual Account be placed in one or more of the options. You may elect as often as daily to direct or redirect the investment of your Individual Account among the investment options (although some investment options prohibit frequent trading).

You must contact John Hancock at mylife.jhrps.com or (800) 294-3575 to select your investment choices.
When deciding which investment mix is best for you, you will want to consider:

i) The amount of time you have to save for retirement;
ii) How inflation may affect the value of the balance in your account over time;
iii) The risks and returns of the available investment options;
iv) Your level of comfort with investment risk; and
v) Other assets you may own, such as other retirement plans.

You may request additional information about investments, investment strategies, and performance updates from John Hancock or from the Fund Office.

B) Option 2 – Professional Investment Advice
John Hancock offers investment advice in partnership with Morningstar Investment Management, LLC to help you make decisions about investing your retirement account. Morningstar Investment Management, LLC is a registered investment adviser and, through Morningstar® Retirement ManagerSM, you have access to free, objective, personalized, independent, retirement investment and savings advice.

You may access Morningstar® Retirement ManagerSM through the John Hancock web site at mylife.jhrps.com.

C) Option 3 – Default Options
If you do not direct the investment of your Individual Account, 100% of your balance, plus any future contributions, will be invested in the default option selected by the Trustees for all Individual Accounts for which no direction is received. This is also known as the “Qualified Default Investment Alternative” (QDIA). You will be provided with an annual notice regarding this alternative. The QDIA consists of several “target date” common trust funds with different asset allocations among various asset classes. Your Individual Account will be invested in a target date fund based on your age.

However, each Participant has individual investment goals and risk tolerance and only you can determine the best investments for you. Therefore, if you are placed in a default alternative, you are encouraged to review the investment and determine whether it is the best investment for you and, if not, self-direct the investment of your Individual Account, through John Hancock at mylife.jhrps.com or (800) 294-3575.

By establishing the QDIA, the Board of Trustees will not be liable for any losses or claims that the default investment alternative is not appropriate for you.

NOTE

More detailed information about the investment options (such as fund fact sheets) are included in the enrollment package, and are also available upon request from John Hancock or from the Fund Office. Fund prospectuses are available from John Hancock.
SECTION
6. INVESTMENT OPTIONS

The Southern California Pipe Trades Defined Contribution Plan is designed to comply with Section 404(c) of ERISA. Generally, this means that the Plan provides the opportunity for you to exercise control over the investments in your Individual Account and the opportunity to choose from a broad range of investment alternatives.

After reviewing a description of each investment option, you may direct that all or a portion of your Individual Account be placed in one or more of the investment options. If you do not direct the investment of your Individual Account, 100% of your balance, plus any future contributions, will be invested in a default option chosen by the Trustees. In accordance with the Plan, the Trustees may change the options for investment in the future.

More details about account access may be found in the Fund enrollment kit provided separately. You must contact John Hancock Retirement Plan Services at (800) 294-3575, or mylife.jhrps.com, to select or change your investment options.

The investment options as of the publication date are as follows:

<table>
<thead>
<tr>
<th>Fund Name (Share Class)</th>
<th>Objective</th>
<th>Category</th>
<th>Ticker Symbol</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invesco Stable Value Trust (Class III)</td>
<td>Stable Value</td>
<td>Stable Value</td>
<td>N/A*</td>
</tr>
<tr>
<td>Baird Aggregate Bond Fund (Institutional Class)</td>
<td>Income</td>
<td>Intermediate-term Bonds</td>
<td>BAGIX</td>
</tr>
<tr>
<td>Vanguard Inflation-Protected Securities Fund (Admiral Shares)</td>
<td>Income</td>
<td>Inflation-protected Bonds</td>
<td>VAIIX</td>
</tr>
<tr>
<td>PIMCO All Asset Fund (Institutional Class)</td>
<td>Asset Allocation</td>
<td>U.S. &amp; non-U.S. Large Value stocks &amp; bonds</td>
<td>PAAIX</td>
</tr>
<tr>
<td>Invesco Equity and Income Fund (Class R6)</td>
<td>Growth &amp; Income</td>
<td>U.S. and non-U.S. stocks &amp; bonds</td>
<td>IEIX</td>
</tr>
<tr>
<td>American Beacon Bridgeway Large Cap Value Fund (Institutional Class)</td>
<td>Growth &amp; Income</td>
<td>U.S. large value stocks</td>
<td>BRLVX</td>
</tr>
<tr>
<td>Vanguard Institutional Index Fund (Institutional Shares)</td>
<td>Growth &amp; Income</td>
<td>U.S. large blend stocks</td>
<td>VIX</td>
</tr>
<tr>
<td>T. Rowe Price Blue Chip Growth Fund (Class I)</td>
<td>Growth</td>
<td>U.S. and non-U.S. large growth stocks</td>
<td>TBCIX</td>
</tr>
<tr>
<td>iShares Russell Small/Mid Cap Index Fund (Class K)</td>
<td>Growth</td>
<td>U.S. small blend stocks</td>
<td>BSMKX</td>
</tr>
<tr>
<td>American Funds EuroPacific Growth Fund (Class R6)</td>
<td>Growth</td>
<td>Non-U.S. large growth stocks</td>
<td>RERGX</td>
</tr>
<tr>
<td>RBC Emerging Markets Equity Fund (Class R6)</td>
<td>Growth</td>
<td>Non-U.S. large growth stocks</td>
<td>RREMEX</td>
</tr>
</tbody>
</table>

Qualified Default Investment Alternative (QDIA) / Target Date Funds:

<table>
<thead>
<tr>
<th>Fund Name (Class A)</th>
<th>Objective</th>
<th>Category</th>
<th>Ticker Symbol</th>
</tr>
</thead>
<tbody>
<tr>
<td>T. Rowe Price Retirement 2005 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
<tr>
<td>T. Rowe Price Retirement 2010 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
<tr>
<td>T. Rowe Price Retirement 2015 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
<tr>
<td>T. Rowe Price Retirement 2020 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
<tr>
<td>T. Rowe Price Retirement 2025 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
<tr>
<td>T. Rowe Price Retirement 2030 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
<tr>
<td>T. Rowe Price Retirement 2035 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
<tr>
<td>T. Rowe Price Retirement 2040 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
<tr>
<td>T. Rowe Price Retirement 2045 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
<tr>
<td>T. Rowe Price Retirement 2050 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
<tr>
<td>T. Rowe Price Retirement 2055 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
<tr>
<td>T. Rowe Price Retirement 2060 Trust</td>
<td>Target Date</td>
<td>U.S. and non-U.S. large blend stocks &amp; bonds</td>
<td>N/A*</td>
</tr>
</tbody>
</table>

* This option is a common trust fund, not a mutual fund, so it does not have a ticker symbol.
SECTION 7. 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.

SECTION 8. FEES

You pay two types of fees:

A) Fees Paid to the Fund Office
   i) To cover general expenses necessary to administer the Fund, such as recordkeeping, legal and audit fees, collected via:
      • A $1.00 monthly fee (charged quarterly)
      • Charges to all Individual Accounts quarterly, pro-rata, based on your account balance

      At the time of publication, these expenses totaled approximately 0.70% of assets annually.

   ii) A fee of the lesser of $550, or 10% of the account balance, for processing a QDRO. See Section 7, page 12.

B) Fees Paid to Investment Funds
   Each investment fund charges fees to manage the assets it holds. These are subtracted from the funds’ assets before investment performance is calculated. The fees are disclosed in the fund’s prospectus, which can be obtained from the Fund Office or from John Hancock. At the time of publication, the funds in the Plan charged annual fees between 0.04% and 0.92% of the investment fund market value.

Fees are subject to change at any time.

SECTION 9. BENEFITS BEFORE RETIREMENT

A) Payment Due to Hardship
   If you qualify for a financial hardship distribution during your working years, you will be permitted to withdraw any money from your Individual Account, including your Employee 401(k) Contribution account, your Employer 401(a) Contribution account, any
Rollover Contribution account, and investment earnings in all of the above. You must complete a special form to apply for a hardship distribution.

i) **Qualifying for a Hardship Distribution**
You may qualify for a hardship distribution if you have an immediate and heavy financial need and other funds are not available to meet that need. The following are the only financial needs considered “immediate and heavy”:

- a) Certain un-reimbursed medical expenses for you, your Spouse, child, dependent, or named Beneficiary that are not covered by insurance or otherwise and that are defined as medical expenses under Internal Revenue Code Section 213(d), meaning expenses that you would be allowed to take as itemized deductions on your income tax return (without regard to whether expenses exceed 7.5% of your Adjusted Gross Income).
- b) Expenses to purchase your principal residence.
- c) Expenses to stop your eviction from your principal residence.
- d) Expenses to prevent foreclosure on the mortgage of your principal residence.
- e) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you or your Spouse, child, dependent, or named Beneficiary.
- f) Amounts needed to ease a financial hardship caused by a natural disaster recognized by the federal government as appropriate for distribution under this type of Plan. All IRS rules, procedures, and limitations shall apply in considering any request and in making any distribution.
- g) Expenses for repairing damage to your principal residence that would qualify for a deduction under Internal Revenue Code Section 165, without regard to whether the loss exceeds 10% of your Adjusted Gross Income.
- h) Burial or funeral expenses for your deceased parent, Spouse, child, dependent, or named Beneficiary.

ii) **Limitation on Hardship Withdrawals**
You are eligible for a hardship withdrawal available under this Plan only if you have received all other withdrawals or nontaxable loans available to you under any other plan that your Employer maintains. (Note that this Plan does not permit loans.)

The amount of a hardship withdrawal is limited to:

- a) The amount of your immediate and heavy financial need; plus
- b) The amount needed to pay the income taxes and penalties that will result from the withdrawal.

Funds will be distributed from your Individual Account in the following order from your:

1. Employee Pre-tax 401(k) Contribution account
2. Employer 401(a) Contribution account
3. Pre-tax Rollover Contribution account
4. Employee After-tax Roth 401(k) Contribution account
5. Roth Rollover Contribution account

iii) **Tax on Hardship Withdrawals**
Income taxes and tax penalties generally apply to withdrawals paid to you before you are age 59 1/2. The total amount of tax and penalties due may exceed 50% of the amount withdrawn.

B) **Payment of Employer 401(a) Contribution Account**
The portion of your Individual Account that is made up of Employer 401(a) Contributions may be paid to you if:

i) **For Small Balances**
- a) The balance of your 401(a) Contribution Account is $2,000 or less; and
- b) No Employer 401(a) Contributions have been made to your Individual Account for two consecutive Plan Years.

ii) **After Termination of Employer 401(a) Contributions**
- a) You have participated in the Plan for at least 60 months following the date the first Employer 401(a) Contributions were made on your behalf; and
- b) There have been no Employer 401(a) Contributions made to the Plan on your behalf and no such contributions were required to be made to the Plan on your behalf for 12 consecutive months; and
- c) Your Employer has not restarted Employer 401(a) Contributions to the Plan on your behalf.
C) Payment on Termination of Employment
You may withdraw the entire balance of your Individual Account if, during the 12 calendar months prior to the date the benefit is paid:

i) You have not been employed or self-employed in any capacity by a participating Employer; and
ii) You have not worked in the plumbing and piping industry within the geographic jurisdiction of District Council No. 16; and
iii) The Fund has received no reciprocal payments based on hours worked during those 12 months.

D) 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.

E) 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.

i) The Fund Office will send a notice to you if your Individual Account balance is $5,000 or less, and you have had no contributions added to your account for at least 12 consecutive months, and if the Fund Office has no record of your current employment in the industry.
ii) 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.
iii) 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.
iv) If you fail to respond to the notice, or cannot be located, the Plan will automatically distribute the balance in your Individual Account to an IRA for you except that, if your account is $1,000 or less, the Plan may issue a check directly to you instead of establishing an IRA.

<table>
<thead>
<tr>
<th>Benefits Available Before Retirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type of Withdrawal</strong></td>
</tr>
<tr>
<td>Payment Due to Hardship</td>
</tr>
</tbody>
</table>
| Employer 401(a) Contribution Account – Inactivity | Employer 401(a) Contribution account balance | • Employer 401(a) Contribution account balance must be $2,000 or less  
• Two Calendar Years with no Employer 401(a) Contributions |
| Employer 401(a) Contribution Account – In-service | Employer 401(a) Contribution account balance | • First Employer 401(a) Contribution received at least five years ago  
• 12 months with no contributions  
• Employer has not restarted Employer 401(a) Contributions |
| Payment on Termination of Employment | 100% of Individual Account | • 12 months with no contributions  
• 12 months with no employment with a Contributing Employer  
• 12 months with no employment in the industry in D.C. No. 16 |
| 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 $5,000 or less (not counting any Rollover Contribution account balance)  
• 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 9, page 12 for further details.
• Federal and state income tax and tax penalties can total more than 50% of withdrawals taken before age 59½. See Section 13, page 17 for further details.
SECTION 10. BENEFITS AT RETIREMENT

A) When Benefits Are Available

The “normal retirement age” under the Plan is age 65. Benefits are payable at normal retirement age but may be paid prior to or after normal retirement age under the terms and conditions set forth herein.

You may withdraw the full balance in your Individual Account if you have:

i) Reached age 55; and
ii) Retired from active employment with any and all Employers participating in the Plan; and
iii) Completed an application form.

B) 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.

If you receive your distribution before you reach age 59½, it is usually subject to a federal penalty tax of 10%, in addition to ordinary income tax, plus state tax and penalties, if applicable.

C) 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.

It is your responsibility, and not the Plan’s, to determine whether or not you are eligible to make a Rollover Distribution to a Roth IRA.

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 (including a Roth 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.

D) Required Minimum Distributions

You are not required to take a distribution when you retire, except that, generally, you may not postpone the payment of benefits beyond the April 1st following the year in which you reach age 70½. However, if you have not yet retired, you may continue to postpone the payment of benefits until April 1st following the year in which you retire (even if you have reached age 70½). The Fund Office will make payments to any Participant, who can be located and who has reached these required beginning dates, even if an application has not been filed.

SECTION 11. 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.

A) Naming your Beneficiaries

You may decide who your Beneficiary(ies) will be by filing a completed Beneficiary Form with the Fund Office. However, if you are married, 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 Beneficiary Form and your Spouse’s signature must be notarized.
B) **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.

C) **Automatic Revocation of Spouse Beneficiary**
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 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.

D) **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.

E) **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 which 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 70½ 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.

F) **Non-Spouse Beneficiaries**
Payments to non-Spouse Beneficiaries must be made no later than one year from the date 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” (see Section 10, page 15), 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.

Once rolled over into an inherited IRA the benefits must still be distributed to the non-Spouse Beneficiary in installments over the life or life expectancy of the non-Spouse Beneficiary starting within one year after your death, or distributed in full within five years after you die. 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 which will provide complete information as to the Beneficiary’s options and rights with respect to a Rollover Distribution.

**SECTION 12. 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.

SECTION 13. 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.

A) Employee Pre-tax 401(k) Contributions

Employee Pre-tax 401(k) Contributions are deducted from your wages before income tax, or income tax withholding, are calculated. These contributions are not taxed in the year you earn them. The contributions, and any investment earnings, are taxed only at the time of distribution. Employee Pre-tax 401(k) 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 Employee Pre-tax 401(k) 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.

B) Employee After-tax Roth 401(k) Contributions

Unlike Employee Pre-tax 401(k) Contributions, Employee After-tax Roth 401(k) Contributions are subject to income tax at the time the contribution is made and are not taxed when distributed. The earnings on Employee After-tax Roth 401(k) Contributions are also distributed tax-free so long as the distribution is “qualified”. A distribution is qualified if it occurs after you turn age 59½ or because of your death or disability, and if it occurs at least five years after the date of your first Employee After-tax Roth 401(k) Contribution. These contributions and their earnings may be paid as a Rollover Distribution, but only into a Roth contribution account in another qualified plan, or into a Roth IRA. In most cases, if a distribution of Employee After-tax Roth 401(k) Contributions is not qualified, the earnings will be subject to income tax and any applicable tax penalties.

C) Employer 401(a) Contributions

Like Employee Pre-tax 401(k) Contributions, 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.

D) 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 11, page 16).

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.
**E) 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 14. 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 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.

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
15. 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 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. 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 as a result of false information or a misleading or fraudulent representation, you will be required to repay all erroneous amounts paid by the Fund 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
16. 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 Southern California Pipe Trades Defined Contribution 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 95-4388338. 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 trusteeed 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 | (800) 595-7473 |
| Southern California Pipe Trades Defined Contribution Fund | (213) 385-6161 |
| 501 Shatto Place, Suite 500 | www.scptac.org |
| Los Angeles, CA 90020 | info@scptac.org |
**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

Some record keeping and investment functions are performed by John Hancock Retirement Plan Services. To contact John Hancock, write or call:

John Hancock Retirement Plan Services  
690 Canton Street  
Westwood, MA 02090  
(800) 294-3575

**Agent for Service of Legal Process**

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

Southern California Pipe Trades Defined Contribution 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.

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

Contributions to the Fund are made by:

i) Employers in accordance with their Collective Bargaining Agreements or in accordance with the terms of a Participation Agreement or reciprocal agreement, which require that contributions be made to the Fund at fixed rates per hour of work; and

ii) Employees in the form of Employee 401(k) Contributions and Rollover Contributions by Employees.

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 or Participation 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.

**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 which 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).
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) Termination Insurance

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 Southern California Pipe Trades Defined Contribution 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.
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.

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 which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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

SECTION 17. 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 any claims as described in Section 14.

Beneficiary
A Beneficiary is a person designated by you or by 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 (the “United Association”), or any local Union affiliate of the District Council that requires contributions to the Southern California Pipe Trades Defined Contribution 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 Participation 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 (1) the Employee is permitted to contribute to the Fund, or (2) the Employer is required by a Collective Bargaining Agreement to make contributions to the Fund. Employees may also include an Employer or someone employed by an organization signatory to a Participation Agreement, or other similar arrangement.

**Employee 401(k) Contribution**
An amount deducted from an Employee’s pay and contributed to the Fund. An Employee 401(k) Contribution may be either an Employee Pre-tax 401(k) Contribution or an Employee After-tax Roth 401(k) Contribution. See Section 3(A), page 3.

**Employee Pre-tax 401(k) Contribution**
An amount deducted from an Employee’s pay, before any income taxes are assessed. Income tax is due upon withdrawal. See Section 3(A), page 3.

**Employee After-tax Roth 401(k) Contribution**
An amount deducted from an Employee’s pay, after any income and payroll taxes are assessed. No income tax is due upon a “qualified” withdrawal. See Section 3(A), page 3.

**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 or Participation Agreement.

**ERISA**
Employee Retirement Income Security Act of 1974, as amended. See Section 16(M), page 22 for an explanation of your ERISA rights.

**Fund**
The Southern California Pipe Trades Defined Contribution 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

**Individual Account**
The account established in the Plan for each Participant. The balance of your Individual Account equals all contributions made by you or 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.

**Participation Agreement**
An agreement approved by the Board of Trustees permitting a Contributing Employer or a related organization, whose participation in the Fund has been approved by the Board of Trustees, to pay contributions to the Plan for Employees who are not covered by a Collective Bargaining Agreement.

**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 “Fourth Restatement of the Southern California Pipe Trades Defined Contribution Plan” and any amendments thereto.

Plan Year
January 1 through December 31 of each year.

Rollover Contribution
Money from your account in a variety of retirement accounts, including another qualified plan, tax qualified annuity, qualified state and local government plan, or that portion of an IRA distribution that would otherwise be includable in gross income, that you roll over into this Plan. The amount you roll over will be placed in your Individual Account.

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 Southern California Pipe Trades Defined Contribution Fund.

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 “Restated Agreement and Declaration of Trust Continuing the Southern California Pipe Trades Defined Contribution Fund” 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.
SECTION 18. 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
Kinetic Systems, Inc.
1620 S. Sunkist Street
Anaheim, CA 92806

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

JOHN FEIKEMA (seated February 13, 2019)
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 (seated February 13, 2019)
Xcel Mechanical Systems, Inc.
1710 W. 130th Street
Gardena, CA 90249

KEN GREER (seated February 13, 2019)
Murray Company
18414 South Santa Fe Avenue
Rancho Dominguez, CA 90221

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

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

RODNEY COBOS (seated May 8, 2019)
District Council No. 16
501 Shatto Place, Suite 400
Los Angeles, CA 90020

JEREMY DIAZ (seated August 23, 2019)
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

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

GREG LEWIS (seated May 8, 2019)
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

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