

**SIGN, PICTORIAL AND DISPLAY UNION**

**LOCAL NO. 591 AFL-CIO**

**PENSION FUND**

**SUMMARY PLAN DESCRIPTION**

**SIGN, PICTORIAL AND DISPLAY UNION LOCAL NO. 591 AFL-CIO  
PENSION FUND  
SUMMARY PLAN DESCRIPTION**

(AS OF MAY 1, 2014)

**IMPORTANT NOTICE**

The question and answer outline of the Pension Plan which follows describes the terms of the Plan as in effect on May 1, 2010 and thereafter. If you became a former participant on or before April 30, 2010 (because you left covered employment) your rights, if any, generally are determined by the Plan in effect at the time you left covered employment. If you have any questions about your status as a participant, contact the Fund Office.

## **BOARD OF TRUSTEES**

### **EMPLOYER TRUSTEES**

Kurt Berry, Secretary  
George P. Johnson Company  
3600 Giddings Road  
Auburn Hills, MI 48236

Michael Brohl  
EEI Global  
1400 S. Livernois  
Rochester Hills, MI 48307

Ron Gasparatto  
EWI Worldwide  
3211 Merriman  
Livonia, MI 48150

### **UNION TRUSTEES**

Gregory Yaskanin, Chairman  
Samuel Johnson, Jr.  
Robert Gonzalez  
Local Union 591  
14587 Barber Avenue  
Warren, MI 48088

## **ADMINISTRATIVE MANAGER**

TIC International Corporation  
30700 Telegraph Road, Suite 2400  
Bingham Farms, MI 48025  
(248) 645-6550

## **AGENT DESIGNATED FOR SERVICE OF LEGAL PROCESS**

John J. Bobrowski  
Legghio & Israel, PC.  
306 South Washington Avenue, Suite 600  
Royal Oak, Michigan 48067  
(248) 398-5900

Legal Process may also be served on the Fund's Administrative Manager:  
Sign, Pictorial & Display Union Local 591 AFL-CIO  
Display Group Supplemental Pension Fund  
30700 Telegraph Road, Suite 2400  
Bingham Farms, Michigan 48025

Service of legal process may also be made on a Plan Trustee

**SUMMARY PLAN DESCRIPTION  
TABLE OF CONTENTS**

|  |    |
|--|----|
| A. HOW THE PLAN WORKS .....  | 7  |
| 1. WHAT IS THE PLAN? .....   | 7  |
| 2. WHEN DID THE PLAN START? .....  | 7  |
| 3. WHEN DO I START PARTICIPATING? .....  | 7  |
| 4. HOW DO I BECOME VESTED? .....   | 8  |
| 5. YEARS OF SERVICE SINCE EFFECTIVE DATE OF PLAN .....                                     | 9  |
| 6. WHEN WOULD I BECOME AN INACTIVE PARTICIPANT? .....                                      | 9  |
| 7. WHAT DOES IT MEAN TO BE AN INACTIVE PARTICIPANT? .....                                  | 10 |
| B. EARNING PLAN BENEFITS .....   | 10 |
| 1. HOW DO I QUALIFY FOR PLAN BENEFITS? .....   | 10 |
| 2. HOW DOES THE PLAN CALCULATE MY BENEFIT? .....   | 11 |
| 3. HOW MUCH PLAN BENEFIT HAVE I EARNED? .....  | 11 |
| 4. HOW MUCH BENEFIT DO I EARN FOR FUTURE SERVICE? .....                                    | 11 |
| 5. HOW MUCH BENEFIT DID I EARN FOR PAST SERVICE? .....                                     | 12 |
| 6. HOW DOES ALL THIS FIT INTO THE PLAN'S BENEFIT FORMULA? .....                            | 13 |
| 7. DOES THE PLAN EVER PROVIDE EXTRA BENEFITS FOR RETIREES? .....                           | 13 |
| 8. HOW IS MY RIGHT TO PLAN BENEFITS DETERMINED? .....                                      | 14 |
| C. WHEN AND HOW PLAN BENEFITS ARE PAID .....   | 14 |
| 1. WHAT MUST HAPPEN BEFORE I (OR MY SURVIVING SPOUSE) CAN 4<br>RECEIVE PLAN BENEFITS?..... | 14 |
| 2. HOW DO I APPLY FOR BENEFITS? .....  | 15 |
| 3. WHEN AM I ELIGIBLE FOR A NORMAL RETIREMENT BENEFIT? .....                               | 15 |
| 4. CAN I RETIRE EARLY? .....   | 15 |
| 5. WHAT IF I AM DISABLED?.....   | 17 |
| 6. WHAT IF I STOP WORKING BEFORE I CAN RETIRE?.....  | 18 |
| 7. WHEN MUST I START GETTING BENEFITS?.....  | 18 |
| 8. HOW WILL MY BENEFITS BE PAID WHEN I RETIRE OR STOP WORKING?.....                        | 18 |
| D. DEATH BENEFITS .....  | 21 |
| 1. WHAT HAPPENS WHEN I DIE? .....  | 21 |
| E. DIVORCE OR LEGAL SEPARATION .....   | 22 |
| 1. WHAT HAPPENS IF I GET DIVORCED OR SEPARATED? .....                                      | 22 |
| F. OTHER IMPORTANT INFORMATION.....  | 23 |
| 1. CAN THE PLAN BE TERMINATED? .....   | 23 |
| 2. CAN MY BENEFITS BE ASSIGNED OR CAN CREDITORS<br>TAKE MY BENEFITS? .....                 | 24 |
| 3. MAY SOMEONE ELSE RECEIVE PLAN PAYMENTS FOR MY BENEFIT? .....                            | 24 |
| 4. CAN I LOSE ALL OR PART OF MY PLAN BENEFIT? .....  | 24 |
| 5. ARE MY BENEFITS INSURED? .....  | 25 |
| 6. IS THERE ANYTHING ELSE I SHOULD KNOW ABOUT THE PLAN? .....                              | 26 |
| G. CLAIMS REVIEW AND APPEALS PROCEDURE .....   | 26 |

**SUMMARY PLAN DESCRIPTION**  
**TABLE OF CONTENTS** (continued)

|  |    |
|--|----|
| 1. HOW DO I FILE A CLAIM FOR BENEFITS? .....                     | 26 |
| 2. IF MY CLAIM IS DENIED, MAY I APPEAL? .....                    | 27 |
| H. ADDITIONAL INFORMATION REQUIRED BY ERISA .....                | 29 |
| 1. TYPE OF PLAN .....  | 29 |
| 2. NAME OF PLAN ADMINISTRATOR .....                              | 30 |
| 3. TYPE OF ADMINISTRATION. ....                                  | 30 |
| 4. COLLECTIVE BARGAINING AGREEMENTS .....                        | 30 |
| 5. PLAN SPONSORS .....   | 31 |
| 6. SOURCE OF CONTRIBUTIONS.....                                  | 31 |
| 7. FUNDING MEDIUM FOR THE ACCUMULATION OF THE PLAN'S ASSETS..... | 31 |
| 8. PLAN YEAR.....  | 31 |
| 9. IDENTIFICATION NUMBERS .....                                  | 31 |
| 10. STATEMENT OF ERISA RIGHTS.....                               | 32 |
| a. RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS .....        | 32 |
| b. PRUDENT ACTIONS BY PLAN FIDUCIARIES.....                      | 33 |
| c. ENFORCE YOUR RIGHTS .....                                     | 33 |
| d. ASSISTANCE WITH YOUR QUESTIONS .....                          | 34 |

## INTRODUCTION

Dear Member:

It is a pleasure for us, the Trustees of the Sign, Pictorial and Display Union Local No. 591 AFL-CIO Pension Plan (the "Plan"), to publish this booklet. It describes the main provisions of the Plan, as it applies to collectively bargained employees, in easy-to-understand language. The Plan and its Trust Agreement were filed with, and approved by, the Internal Revenue Service. The technical language of those documents will control in the case of any differences between this booklet and those documents. If you have any questions about the Plan, you should contact the Plan's Administration Office.

Sincerely yours,

BOARD OF TRUSTEES

Gregory Yaskanin, Chairman

Kurt R. Berry, Secretary

Robert Gonzalez

Michael Brohl

Ronald Gasparatto

Samuel Johnson, Jr.

## **SUMMARY DESCRIPTION**

### **A. HOW THE PLAN WORKS**

#### **1. WHAT IS THE PLAN?**

The Sign, Pictorial and Display Union Local No. 591 AFL-CIO Pension Plan (which will be called the "Plan" in this booklet) is an arrangement through which money, in the form of employer contributions, is set aside to pay a fixed retirement income to those who meet the Plan's eligibility rules. These contributions are held in trust and invested by the Trustees.

#### **2. WHEN DID THE PLAN START?**

The Plan started May 1, 1961. Since that time, the Plan has been amended from time-to-time to increase benefits and comply with changes in the law. Eligibility for Plan benefits is based on the time that you worked. The rules that determine when you will be eligible for Plan benefits and how much your benefits will be are discussed later in this booklet.

#### **3. WHEN DO I START PARTICIPATING?**

You become eligible to participate in the Plan when, during 12 consecutive calendar months, you work at least 435 hours for which your employer must make contributions to the Plan. (Hours that you work for which your employer must make Plan contributions are called "Hours of Work" in this booklet.) You become a Plan participant on the first day of the month after the month you meet this requirement.

The Plan keeps track of your participation and service based on "Plan Years." The Plan's Year begins each May 1st and ends the following April 30th. The Plan calls Years

of Service that you earned before May 1, 1961 "Years of Past Service" and Years of Service you earned after April 30, 1961 "Years of Future Service."

#### **4. HOW DO I BECOME VESTED?**

The amount of benefit you will earn under the Plan and whether you will have a "vested" right to that benefit depends on how much and how long you work. Active Participants who worked at least one hour after May 1, 1998 for an employer who was making contributions to the Plan become fully vested after earning five Years of Service. If you did not work after April 30, 1998, your right to get a Plan benefit became "vested" if you have earned 10 or more Years of Service. A "Year of Service" generally is any year that you work at least 435 hours for an employer who has to make Plan contributions. But, even if you have not earned 10 or more Years of Service, part of your Plan benefit may still be vested. To find out whether you have a vested benefit, you should look at the Plan's vesting schedule which is set forth below. This vesting schedule applies to all employees who are covered under a collective bargaining agreement who did not work for a contributing employer after April 30, 1998 and, before May 1, 1989, to employees who are not covered under a collective bargaining agreement (such as employees of the Union).

#### **VESTING SCHEDULE**

| <b>Years of Service</b>  | <b>Percentage of Accrued Benefit in which Vested</b> |
|--------------------------|--|
| Less than 5 years        | 0%   |
| 5 years but less than 6  | 50%  |
| 6 years but less than 7  | 60%  |
| 7 years but less than 8  | 70%  |
| 8 years but less than 9  | 80%  |
| 9 years but less than 10 | 90%  |
| 10 years or more         | 100%   |



## **5. YEARS OF SERVICE SINCE EFFECTIVE DATE OF PLAN**

You earn Years of Service (for vesting purposes only) for (1) for each Plan Year that you work at least 435 hours for an Employer that makes contributions to this Plan on your behalf, (2) years that you work at least 435 hours for the Union, (3) years that you work at least 435 hours for an Employer that has to contribute to the Plan even though you do not work at a job for which contributions are required, (4) years that you work for certain entities (for example, a wholly owned subsidiary) related to an Employer that makes contributions to the Plan, and (5) certain years that you worked at employment not within the jurisdiction of the Union before you become a Plan Participant.) Before May 1, 1972, different, stricter rules were applied to determine if you earned a Year of Future Service. If you work less than 435 hours in a Plan Year for an employer that participates in the Plan (and you do not earn service under the special rules described above), you have a "Break in Service." If you have 5 consecutive Breaks-in-Service, you will have a "Permanent Break in Service." This means that you will forfeit the benefit that you have earned under the Plan, unless, of course, your right to a Plan benefit is already vested. If you do not work 435 hours in a Plan Year because you were absent from work because of a child related leave-of-absence, you will receive up to 8 Hours of Work per day solely to help you avoid a Break in Service.

## **6. WHEN WOULD I BECOME AN INACTIVE PARTICIPANT?**

If you do not work at least 435 hours for a bargaining unit employer for each of two consecutive Plan Years, you are considered to have separated from employment at the trade and will be an inactive participant at the end of the second Plan Year. You will not be considered separated, however, if your failure to work for a bargaining unit Employer for those two Plan Years is because you are disabled and are receiving disability benefits from this Fund. You also will not be considered an Inactive Participant while you are taking a leave of absence authorized by the Family Medical Leave Act. And, you may be entitled to earn credit for hours worked during limited periods of military service if you comply with the federal law requirements to receive that credit.

## **7. WHAT DOES IT MEAN TO BE AN INACTIVE PARTICIPANT?**

Essentially, it means that the only benefits you are eligible to receive are those benefits in which you are vested, determined and calculated in accordance with the terms of the Plan in effect at the time you become inactive, unless the Plan changes the benefits provided to you as permitted by the law.

### **B. EARNING PLAN BENEFITS**

#### **1. HOW DO I QUALIFY FOR PLAN BENEFITS?**

You qualify for benefits by earning "Years of Future Service" while working for employers that are required to contribute to the Plan. Effective May 1, 1972, you earn a Year of Future Service for each Plan Year that you work at least 435 hours for which an employer has to contribute to the Plan. Before May 1, 1972, you earned 1/10th of a Year of Service for each 180 hours that you worked in a Plan Year for which your employer had to contribute to the Plan (but never more than one Year of Future Service during any Plan Year). If you worked at least 180 hours for which an Employer contributed to the Plan during the Plan Year that ended April 30, 1962, you also received credit for one Year of Past Service for each 12 months that you worked within the jurisdiction of the Union before May 1, 1961.

Federal law requires that you receive pension benefits based on some of the time that you spend in the military service (including the National Guard). Whether you qualify for such benefits and how much additional benefits you get will depend on the length of your qualifying military service, the hours you worked in the period before that *service*, and your compliance with the legal requirements for getting that benefit. To claim benefits for military *service*, you should bring the Fund proof of the date you entered *covered service*, the date you were discharged, and the date on which you became re-employed by your Employer

## **2. HOW DOES THE PLAN CALCULATE MY BENEFIT?**

The Plan calculates your monthly benefit by adding together your *service* credit. The Plan's benefit formula is designed to determine the amount of your monthly retirement benefit. The benefit amount, calculated based on the Plan's benefit formula, may be adjusted if you do not elect to retire at normal retirement age, you retire late or you *receive* your Plan benefits in any form except a monthly retirement benefit for your life only.

## **3. HOW MUCH PLAN BENEFIT HAVE I EARNED?**

The amount of benefit that you earned will depend on how long you work, how much you work and when you worked. The amount of your benefit may also depend on whether you are classified as a Journeyman or a Helper when you retire. Your monthly Plan benefit is calculated by multiplying your Years of *Service* by dollar factors set forth in the Plan. Your monthly Plan benefit may be raised or lowered depending on when and in what form it is paid to you.

## **4. HOW MUCH BENEFIT DO I EARN FOR FUTURE SERVICE?**

**Work Before May 1, 1972.** You were credited with \$6.50 for each Year of Future *Service* that you earned while you were a Journeyman after April 30, 1961 and before May 1, 1972. If you were a Helper for some or all of that time, you were credited with \$5.50 per year for each Year of Future *Service* that you earned while a Helper. If you only worked parts of one or more of those years, the time that you worked may count as fractional Years of *Service*, but only if you worked at least 1/10th of each of those years. The Plan "rounds down" when calculating how much fractional year of service you should get.

You will not *receive* credit for *Future Service* for any Plan Year that started before May 1, 1972 that the Plan collected less than 180 hours of Plan contributions because of hours you worked.

**Work on or after May 1, 1972.** The amount of credit that you get for Years of *Future Service* that you earned on or after May 1, 1972 depends on when you became an Inactive Participant or if you are an *Active* Participant at the time you retire. Effective September 1, 2009, three dollars and fifteen cents (\$3.15) of the amount required to be contributed on behalf of the Exhibit Designers and Producers Group will not be taken into account for *Future Service* credit purposes. The percentage of Employer Contributions used to compute the benefits of Participants who become Inactive Participants or who retire as Active Participants on or after May 1, 2006 will be three and three-tenths (3.3%) of pre-May 1, 2006 employer credited contributions plus one and one-tenths percent (1.1%) of post April 30, 2006 credited employer contributions.

The amount of credit you earned is described in the following table:

| <b>Date You Became An Inactive Participant Or An Active Participant At Time Of Retirement</b> | <b>Percentage Of Employer Contributions Used To Compute Your Benefit</b> |
|---|--|
| May 1 , 1972 through April 30, 1983   | 1.5%   |
| May 1 , 1983 through April 30, 1986   | 2.3%   |
| May 1 , 1986 through April 30, 1987   | 2.6%   |
| May 1 , 1987 through April 30, 1990   | 2.9%   |
| May 1 , 1990 through April 30, 1996   | 3.1%   |
| May 1, 1996 through April 30, 1999  | 3.2%   |
| May 1, 1999 through June 30, 2003   | 3.3%   |
| July 1, 2003 through April 30, 2006   | 1.1%   |

## **5. HOW MUCH BENEFIT DID I EARN FOR PAST SERVICE?**

If you worked at least 180 hours during the Plan Year that ended April 30, 1962, you get credit for work that you did before May 1, 1961. If you qualified, you were credited with \$6.50 for each full year that you worked as a Journeyman before May 1, 1961, and

\$5.50 for each full year that you worked as a Helper before May 1, 1961. If you worked at least 1/10th of a year, you received partial credit *even* if you did not work the whole year. The Plan "rounded down" when determining how many 1/10th's of the year for which you got credit.

## **6. HOW DOES ALL THIS FIT INTO THE PLAN'S BENEFIT FORMULA?**

Under the Plan's benefit formula, all the credit you earned because of your Years of Past Service and Future Service is added together.

### **EXAMPLE**

Tom earned the following service during his career in the trade as a journeyman: 3 Years of Past *Service* (May 1, 1958 - April 30, 1961) X 6.50; plus 11 Years of Future *Service* (May 1, 1961 - April 30, 1972) X 6.50; plus 31 Years of Future *Service* (May 1, 1972 - June 30, 2003) X 3.3% of employer contributions made for Tom. 10 Months of Future *Service* (July 1, 2003 - April 30, 2004) X 1.1% of employer contributions made for Tom.

The total dollar figure is Tom's monthly benefit under the Plan's benefit formula. Tom's Plan benefit may be adjusted based on how his benefit is paid to him.

## **7. DOES THE PLAN EVER PROVIDE EXTRA BENEFITS FOR RETIREES?**

Although not required to, the Plan, from time to time, has increased benefits received by some retirees. Retirees who were receiving benefits as of April 1, 1983 (other than disability retirement benefits) had their benefits increased by 15% effective May 1, 1983. Retirees who were receiving benefits as of April 1, 1986 (other than disability retirees) had their benefits increased 5% effective May 1, 1986. Retirees who were receiving benefits as of April 1, 1986 (other than disability retirees) had their benefits increased by 7.5% effective May 1, 1987. Retirees who were receiving benefits as of April 1, 1990

(other than disability retirees) had their benefits increased 5% effective May 1, 1990. Retirees receiving benefits on April 1, 1996 (other than disability retirees) had their benefits increased 3% effective May 1, 1996. Retirees receiving benefits on May 1, 1998 (other than disability retirees) had their benefits increased 3% effective May 1, 1998. Retirees receiving benefits on May 1, 1999 (other than disability retirees) had their benefits increased 3% effective May 1, 1999. However, there is no guarantee that future benefit increases for retirees will be granted by the Plan.

## **8. HOW IS MY RIGHT TO PLAN BENEFITS DETERMINED?**

Your Plan benefits generally are based on the Plan as it was in effect on the last day you were an Active Participant. Your monthly retirement benefit, once it begins, will remain the same amount unless the Trustees adopt special amendments (such as the ones described in the prior section) that apply to you.

### **C. WHEN AND HOW PLAN BENEFITS ARE PAID**

#### **1. WHAT MUST HAPPEN BEFORE I (OR MY SURVIVING SPOUSE) CAN RECEIVE PLAN BENEFITS?**

You (or your surviving spouse) can receive Plan benefits when you (1) retire at or after age 65, (2) retire at or after age 53 (if you qualify for early retirement), (3) become disabled before September 1, 2009 (if you qualified for disability retirement), or (4) become an Inactive Participant in the Plan, provided you meet certain requirements. If you die, your spouse also may become eligible to receive Plan benefits. But, before you (or your surviving spouse) will be paid Plan benefits, you (or your surviving spouse) must apply to the Trustees for Plan benefits, and the Trustees must determine that you (or your surviving spouse), in fact, are eligible for benefits. What you must do before you (or your surviving spouse) will be eligible to receive benefits because you die, retire, become disabled, or become an inactive participant is explained in more detail later in this booklet.

## **2. HOW DO I APPLY FOR BENEFITS?**

You (or your surviving spouse) must submit an application form to the Trustees. These forms are available at the Plan's Administration Office. You (or your surviving spouse) should follow the instructions on the application forms carefully and submit the completed application forms to the Trustees. These rules are explained in more detail in the section of this booklet which discusses claims for benefits.

## **3. WHEN AM I ELIGIBLE FOR A NORMAL RETIREMENT BENEFIT?**

You are eligible for a normal retirement benefit if (1) you retire while you are an *Active Participant* and are at least 65 years old, or (2) you retire while you are an *Active Participant* on or after the fifth anniversary of the date upon which you commenced participation if that date is later than the date you reached 65. If you elect normal retirement, you *receive* the full benefit that you earned under the Plan (subject, of course, to adjustment based on the Plan benefit payment option you elect). If you retire later than the first date that you qualified for normal retirement, your retirement benefit may be actuarially increased (that is, increased because you started getting your Plan benefit late and the Plan does not expect to *have* to pay you as long).

## **4. CAN I RETIRE EARLY?**

If you were an Active Participant before April 30, 1999, you could retire early after you reach age 60 and you earned at least 10 years of Future Service. If you elected to retire early, your benefit was less than the full benefit that you earned under the Plan -- reduced by 6/10ths of 1% for each full calendar month that you are under age 65 at the time you retire.

Between April 30, 1999 and May 1, 2001, if you were an Active Participant, you could retire early after you reach age 55 and you earned at least 10 years of Future Service. If you elected to retire early, your benefit was reduced by 6/10ths of 1 % for each full

calendar month that you were under age 62 at the time you retired. If you elected to retire after age 62, your benefit was the full benefit that you earned under the Plan.

Between May 1, 2001 and September 1, 2009, if you were an Active Participant, you could retire early after you reach age 53 and you earned at least 10 years of Future Service. If you elected to retire early, your benefit was reduced by 5/12th's of 1% for each full calendar month that you are under age 61 at the time you retired. If you elected to retire early at or after age 61, your benefit was the full benefit that you earned under the Plan.

The benefits of Active Participants who retire on or after September 1, 2009, may be subject to a two-step calculation process. First, Active Participants who are eligible to retire on September 1, 2009 will have the pre-September 1, 2009 benefits determined using the rules in the prior paragraph. But, the portion of their benefit accrued on or after September 1, 2009 is actuarially reduced for each month by which the Participant is under age sixty-two (62) at the time he/she retires.

Active Participants who are not eligible to Retire on September 1, 2009 will have all the benefits they earned actuarially reduced for each month by which the Retired Participant is under age sixty-two (62) at the time he/she retires.

If you are not an Active Participant when you retire on or after September 1, 2009, your benefit is actually reduced for each month by which you are under age sixty-five (65) at the time you retire. This rule applies no matter when you ceased being an Active Participant in the Plan.

Your Plan benefit also may be adjusted based on how your Plan benefit is paid to you.



## 5. WHAT IF I AM DISABLED?

If you are "permanently and totally disabled" before September 1, 2009 and (1) you worked at least 435 hours for an employer who makes contributions to the Plan in either the year before your disability or the year of your disability, and (2) you earned at least 10 years of Future Service, you could elect disability retirement. You are "totally and permanently disabled" only if the Trustees find that you have a physical or mental condition that makes you totally unable to engage in any regular occupation or employment for pay or profit, and that your condition is likely to be permanent and continue for the rest of your life. However, you will not be "totally and permanently disabled" if your disability is due to narcotics (or, prior to January 1, 1993, chronic alcoholism), your disability arose while you were engaged in a crime or if your disability is due to a self-inflicted injury. Your disability retirement benefits started from the first day of the month after the date that (1) you satisfied the rules in this paragraph and (2) you gave the Plan's Administration Office a properly completed application for disability retirement.

The amount of the disability benefit paid by the Plan originally was \$75.00. The amount of monthly disability benefit paid by the Plan was increased to \$150 effective May 1, 1983, \$157.50 effective May 1, 1986, \$170 effective May 1, 1987, \$178.50 effective May 1, 1990, \$183.86 effective May 1, 1996 and \$200.00 effective May 1, 2001.

Your disability retirement benefit will only be paid to you while you are disabled. The benefit automatically stops when you reach age 65. The benefit also stops (1) if you recover, (2) you become employed (except for rehabilitation purposes), or (3) you refuse to undergo a medical examination requested by the Trustees, or provide the Trustees with evidence that you continue to be totally and permanently disabled when they ask. If you die or recover from your disability before you reach age 65, you automatically are considered to be an Active Participant in the Plan again.

***No new disability benefits are payable effective September 1, 2009.***

## **6. WHAT IF I STOP WORKING BEFORE I CAN RETIRE?**

If you stop working before you can retire, you still will be eligible to receive a Plan benefit if you had at least 5 Years of Service as a Plan Participant. However, you will not have a fully vested right to all of your Plan benefit unless you had at least 10 Years of Service as a Plan Participant or, generally after April 30, 1996, 5 Years of Service as a Plan Participant. Your Plan benefit will begin on the first day of the month after (1) you reach age 65 and (2) you have submitted a properly completed application to the Trustees. If you were an Active Participant as of May 1, 2001, you retired before September 1, 2009 and you earned at least 10 Years of Future Service, you could elect to begin receiving Plan benefits after you reach age 53, but the amount that you will get was reduced by 6/12th's of 1 % after May 1999 for each full calendar month that your payments begin before you reach age 61. Effective September 1, 2009, if you elect to retire before age 65, your benefits will be actuarially reduced for each month by which you are under age sixty-five (65) at the time you retire. If you do not elect to receive Plan benefits until after you reach age 65, your Plan benefit may be actuarially increased to reflect the fact that you will not receive Plan benefits as long. Whatever you elect, your benefit may be adjusted based on how your Plan benefit is paid to you.

## **7. WHEN MUST I START GETTING BENEFITS?**

You must start getting benefits no later than the April 1st following the calendar year you reach 70 and 1/2. At that time, Plan benefits will be paid to you whether or not you are still working. If you continue to work after that time, the Plan will adjust your benefit each Plan Year, if necessary, to take into account Future Service you earned during the prior Plan Year.

## **8. HOW WILL MY BENEFITS BE PAID WHEN I RETIRE OR STOP WORKING?**

How your benefits are paid when you retire or stop working depends on whether you are married or unmarried. If you are married, the Plan will pay you a reduced Plan

benefit, but your spouse, if she survives you, will receive a benefit after you die equal to 50% of what you were paid. This benefit, which is required by law, is called a Qualified Joint and *Survivor* Annuity or "QJSA." If you want to *receive* a greater benefit, which is payable only during your life, you must sign a form *waiving* your right to *receive* the "QJSA" and your spouse must sign a form consenting to your decision. To be effective, the law requires that these forms must be signed no earlier than 30 days before the date on which your benefits will be paid and that your spouse's signature be notarized. You should contact the Plan's Administration Office at least 120 days before you want to be paid your benefits to get forms to elect how you will be paid, an explanation of how much you will receive under each of the Plan's payment options, and a more detailed explanation of your rights. If you are not married, the Plan will pay you monthly benefits for your life. Neither you nor your beneficiary will receive any additional benefits after you die.

If you are married and retire after September 30, 2006, you can also elect to receive benefits in the form of a 75% joint and survivor benefit or a 100% joint and survivor benefit. The 75% joint and survivor benefit pays you an actuarially adjusted benefit during your lifetime and, if your spouse survives you, pays a benefit to your spouse for his or her lifetime equal to 75% of the amount that you were being paid during your lifetime. The 100% joint and survivor benefit pays you an actuarially adjusted benefit during your lifetime and, if your spouse survives you, pays a benefit to your spouse for his or her lifetime equal to 100% of the amount that you were being paid during your lifetime.

If you are not married or, if you are married and your spouse consents, you also can elect to receive benefits in the form of a life-ten year certain benefits. This actuarially reduced benefit pays you an annuity for your life. If you die before you receive at least 120 monthly payments (10 years' worth), your designated beneficiary will receive benefits each month until the number of benefit payments paid to both you and your beneficiary together total 120. If you are an Active Participant and you are not working for (1) a contributing Employer in some other capacity or (2) for an employer whose

contract with the Union does not require pension contributions and (3) you are not continuing to accrue Vesting Years, you may be entitled to receive either a lump sum payment (but only if the value of your benefit is small as described below) or a deferred monthly benefit, upon application.

If the lump sum equivalent of your basic vested amount is \$5,000 or less, the Plan will automatically pay you the lump sum after you apply for benefits. If the lump sum equivalent is more than \$5,000, you will receive monthly payments of your basic vested amount when you reach age 65, subject to all of the provisions governing early retirement benefits. If you are not an Active Participant when you retire on or after September 1, 2009, your benefit is actually reduced for each month by which you are under age sixty-five (65) at the time you retire.

If you become an Inactive Participant and you think you may be eligible for Plan benefits, you should file an application with the Plan's Administration Office, which will provide you with a statement showing the exact amount of benefits in which you are vested as soon as the amount can be determined.

If you received a lump sum payment and you again become an Active Participant working 435 hours within a 12 consecutive month period, you may reinstate any years of Future Service previously cancelled and the benefits associated with them by repaying the amount received, plus 5% interest compounded annually, at any time before you accumulate five consecutive Break-in-Service Years.

If the Plan pays you a lump sum benefit, 20% of that benefit will be withheld for federal taxes unless you elect to have that benefit rolled directly over into an individual retirement account or another eligible retirement plan. Michigan tax also may be withheld. The Plan will provide you with a detailed explanation of these rules before you are paid your benefit.

## **D. DEATH BENEFITS**

### **1. WHAT HAPPENS WHEN I DIE?**

If (1) you worked at least 435 hours in either the year you die, or the year before you die, you were receiving a disability pension, or you stopped working and were entitled to a Plan benefit and (2) you are survived by your spouse to whom you were married at least one year, then your spouse can get a surviving spouse's benefit, provided you were not receiving Plan benefits (except disability pension benefits) at the time you died and you would have been eligible to elect normal retirement, early retirement, or to receive your deferred vested benefit. The amount of benefit that your spouse will get is the amount that would have been paid to her if you (1) lived to the first day you could have elected to retire, and (2) elected to receive a Qualified Joint and Survivor Annuity, and had died immediately after making that election. Your spouse's benefit (which is based on the Years of Future Service you earned and the extent your benefit is vested) begins on the later of (1) the first day you could have received Plan benefits (other than a disability benefit) had you lived and (2) the first day of the month coincident or following the date you died. But, no payments will be paid unless your surviving spouse applies for the benefit and the Trustees approve her application. If your spouse is not eligible for immediate benefit payments, your spouse can elect to take a single sum cash payment from the Plan instead of a monthly benefit. Special rules apply to Participants who, after January 1, 2007, die while performing "qualified military service.

If you are an Active Participant and your surviving spouse does not qualify to receive the monthly benefit, your spouse still may qualify for another death benefit paid by the Plan. If you were married continuously for at least one year, your surviving spouse will be eligible to get this other death benefit if (1) you died while receiving disability retirement benefits or you worked at least 435 hours for which Plan contributions were required in the year you died or the year before you died, (2) you earned at least 5 years of Future Service, (3) you were not receiving normal or early retirement benefits or vested retirement benefits from the Plan, and (4) your spouse is not entitled to the other death benefit. The amount of this benefit is the greater of \$100.00 multiplied by

your Years of Service up to a maximum of \$2,500.00 or 50% of Employer contributions made to the Plan on your behalf for work after May 1, 1972. Effective May 1, 1993, your children or parents may be eligible to get this benefit if you are not married when you die. This single sum death benefit may be subject to additional limits imposed by the Trustees and/or law. If your spouse is eligible for both of the benefits described *above*, she can elect which of the two benefits will be paid to her. But, the Plan will **only** pay **one** death benefit when you die.

If the Plan pays your spouse or beneficiary a lump sum death benefit, 20% of that benefit will be withheld for federal taxes unless your spouse or beneficiary elects to have that benefit rolled directly into an individual retirement account or other eligible retirement plan. Michigan tax also may be withheld. The Plan will provide your spouse or beneficiary with a detailed explanation of these rules before the benefit is paid.

## **E. DIVORCE OR LEGAL SEPARATION**

### **1. WHAT HAPPENS IF I GET DIVORCED OR SEPARATED?**

If you are married and you get divorced or legally separated, a state court could order that part of your Plan benefit be paid to your ex-spouse or children if you *have* any. A court may issue a Qualified Domestic Relations Order (QDRO) which could assign a portion of your pension benefits to your spouse, former spouse, child, or other dependents. A QDRO is any order or judgment entered in your divorce or separation case that clearly identifies the Plan and the benefits assigned, and meets other requirements of federal law. A QDRO may also be an order or judgment entered to enforce your support obligations. A QDRO may, for example, assign to your former spouse a portion of your monthly benefit and/or provide for payment of surviving spouse benefits after your death.

When the order or judgment is filed with the Fund, the Fund will determine whether it is a QDRO, and if so, what portion of your benefits *have* been assigned to your spouse,

former spouse, child, or dependent. You will be sent a letter which will tell you whether your divorce and/or separation documents are a QDRO.

If you get divorced, you should supply a copy of your divorce judgment, and any QDRO included with that judgment to the Fund Office. The judgment and order will be reviewed to determine whether it satisfies the legal rules so that the Fund can recognize it as a QDRO. You will receive a letter to inform you the order is a QDRO. If an order tries to assign a portion of your benefit but does not satisfy the legal rules for QDRO's, the Fund will notify you and the QDRO's beneficiary of the changes that must be made to the order so that the Fund can recognize it as a QDRO. If you apply for Fund benefits during this time, the Fund must hold-back from your benefit payments at least the amount that could be paid under the QDRO after it has been modified to meet the legal rules for QDRO's. If an order that assigns Fund benefits but does not satisfy the rules for QDRO's is not fixed to meet those rules within eighteen (18) months of the time you applied for and are eligible to *receive* benefits, the Fund can pay your entire benefit to you notwithstanding the fact that the QDRO has not been fixed to satisfy the legal rules applicable to QDRO.

## **F. OTHER IMPORTANT INFORMATION**

### **1. CAN THE PLAN BE TERMINATED?**

The Plan can be terminated by the parties to the collective bargaining agreements that created the Plan. Because your Plan benefit is based upon a formula under which you can earn a fixed level of benefits, your Plan benefit is insured by the Pension Benefit Guaranty Corporation (PBGC), a corporation formed by the U.S. government to insure benefits paid by defined benefit plans such as this Plan. But, PBGC insurance may not *cover* the whole benefit that you earn under the Plan. If the Plan is terminated, you automatically get a fully vested interest in your Plan benefit as of the termination date to the extent that benefit is funded.

## **2. CAN MY BENEFITS BE ASSIGNED OR CAN CREDITORS TAKE MY BENEFITS?**

For you and your surviving spouse's protection, your Plan benefit cannot be assigned, that is, paid over at your direction to any other person or organization, except as specifically provided by the Plan. Also, your Plan benefit generally cannot be garnished or attached, which means that your creditors generally cannot reach your Plan benefit to satisfy your debts to them. *However*, the Plan and the law provide that a portion or all of your Plan benefit may be paid to your spouse, former spouse, or your child if ordered by a court under state divorce or other domestic relations law. Also, your Plan benefit may be taken to pay federal tax that you may owe and certain other payments as provided by federal law.

## **3. MAY SOMEONE ELSE RECEIVE PLAN PAYMENTS FOR MY BENEFIT?**

If for some reason you should become physically or mentally unable to take care of your affairs, the Trustees may pay your Plan benefit to another person who is taking care of you and your family.

## **4. CAN I LOSE ALL OR PART OF MY PLAN BENEFIT?**

The Plan is intended to provide you with a valuable retirement benefit. *However*, some individuals may not qualify for a benefit and others may lose a benefit *even* if they once qualified. Circumstances that can cause your benefits to be denied or lost are discussed more fully elsewhere in this booklet. You should be aware that following are some, but not all, of the possible reasons you may not *receive* part or all of a benefit: If you do not work for employers that make contributions to the Plan, you will not *receive* a benefit. If the Plan is terminated and Plan assets are not sufficient to pay for all Plan benefits, the part of your benefit that is not insured by the Pension Benefit Guaranty Corporation may be lost.



## 5. ARE MY BENEFITS INSURED?

Yes. To a certain extent.

Your pension benefits under this multiemployer Plan are insured by the PBGC, a federal agency. A multiemployer plan is a collectively bargained pension arrangement between two or more unrelated employers, usually in a common industry.

Under the multiemployer plan insurance program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranty limit) when due.

The maximum benefit that the PBGC guarantees is set by law. The maximum annual PBGC guarantee limit for 2014, for a retiree with 30 years of *service* is \$12,870.

The PBGC guarantee generally *covers* (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your *survivors*. The PBGC guarantee generally does not *cover* (1) benefits greater than the maximum guarantee amount set by law; (2) benefit increases and new benefits based on plan provisions that *have* been in place for fewer than 5 plan years at the earlier of the date the plan terminates or the date the plan becomes insolvent; (3) benefits that are not *vested* because you *have* not worked long enough; (4) benefits for which you *have* not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, *vacation* pay and *severance* pay. For more information about the PBGC and the benefits it guarantees, ask the Fund Office or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll free number). TTY /TDD users may call the federal relay service toll free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension

insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

If you want a more complete picture of ways that you could lose Plan benefits, you should review the Plan.

## **6. IS THERE ANYTHING ELSE I SHOULD KNOW ABOUT THE PLAN?**

You should know that the Plan is operated in accordance with applicable laws and is managed by a Board composed of three Union Trustees and three Employer Trustees. The Trustees are responsible for the safe investment of the Plan's assets, which include employer contributions and investment earnings. The Trustees are required to have an independent annual audit performed on the Plan and to file annual reports with the U.S. Department of Labor.

## **G. CLAIMS REVIEW AND APPEALS PROCEDURE**

### **1. HOW DO I FILE A CLAIM FOR BENEFITS?**

Whenever you wish to apply for Plan benefits, you should complete a Request for Application form. Copies of these forms can be obtained through the Fund Office, 30700 Telegraph Road, Suite 2400, Bingham Farms, Michigan 48025 telephone (248) 645-6550, FAX (248) 645-6557.

**Any questions you may have can be answered by the Fund Office.** Your Request for Application form is submitted to the Fund Office, which calculates the amount of benefits you are entitled to under each of the optional forms and sends that information to you with a benefit application form.

To allow sufficient time to process your retirement application, you should file your Request for Application form when you plan to retire. If you are married, you and your

spouse may have some decisions to make regarding the form of your retirement benefit. Those decisions must, by law, be made within the ninety (90) days just before your benefits begin. In anticipation of your retirement, you should have available a copy of your birth certificate and, if you are married, a copy of your marriage certificate or license and your spouse's birth certificate. If you were previously married, you should also have a copy of all judgments of divorce with all attachments or a copy of the death certificate of your former spouse, if applicable. Having these documents available will speed up the processing of your retirement application.

When you submit an application for benefits, the Fund Office will determine whether you are eligible and the amount of the benefit payable to you, if any. The Fund generally will decide your claim at its next regular meeting if your claim is received at least 30 days before that meeting. If it is not, the Fund generally will decide your claim at the second meeting following the date on which the Fund receives your claim. If the Fund cannot decide your claim because of special circumstances or because you have not provided all of the needed information, the Fund will notify you that it will not be deciding your claim until a later date and the date by which your claim will be decided. The notice will tell you the information that you need to supply the Fund so that it can decide your claim. You will be sent final notice of the Fund's decision on your claim within 5 days of the meeting at which the Fund's decision is made.

## **2. IF MY CLAIM IS DENIED, MAY I APPEAL?**

Yes. If your application for benefits is either totally or partially denied for any reason, the Fund Office will provide you with a written explanation of why your claim was denied and what information, if any you must supply to the Fund to complete your claim. The explanation will include the following information: (1) the specific reason or reasons why your claim was denied, (2) reference to the specific Plan provisions on which the denial was based, (3) a description of additional information, if any, required to complete your application and an explanation of why that information is necessary, (4) notice that you are entitled to receive, upon request and free of charge, reasonable access to copies of all documents, records and other information relevant to your claim for

benefits, and (5) a description of the steps which may be taken if you want to appeal the decision and describing your right to sue the Fund if you believe that your claim was denied improperly.

If the Fund Office intends to deny your claim, the Fund Office generally will contact you before you are sent final notice that your claim is denied. You may, but are not required to ask the Fund Office to informally reconsider its decision on your claim before you receive final notice of your claim's denial if you think that the Fund Office has made a mistake. The Fund Office, at that time, may ask you to provide additional information which might assist in the reevaluation of your claim. If you still do not agree with the action taken on your claim, you have the right to appeal to the Trustees for further review as follows: Within 60 days after you have received final notice denying your claim, notify the Fund Office in writing that you want your claim reviewed by the Trustees. Your written request for review or hearing should include all information regarding your claim as well as the reasons you feel that the original decision was wrong. As was described in the final denial notice, the Fund Office will make available information from the Fund records which you reasonably believe might help support your claim. Copies of pertinent records regarding your claim will be provided to you at no cost upon request. The review will take into account all comments, documents, records and other information submitted by you or your representative without regard as to whether that information was submitted or considered when your claim was denied. If you are granted a personal hearing by the Trustees, you may appear in person or choose a representative to appear on your behalf.

If you are not granted or you do not wish to make a personal appearance before the Trustees, the Fund Office Manager will present your written statement and other pertinent information.

The Trustees, or a Committee appointed by them and authorized to act on their behalf, will act on your request for review and will notify you of their decision.

The appeal will be presented to the Trustees, or a designated subcommittee, at their next regular meeting. You will be informed in writing of their decision.

You will receive notice of the decision in writing, including the reasons for the decision and references to the specific Plan provisions on which the decision is based. You will also be provided with notice about your right to reasonable access to review and obtain free of charge copies of all documents, records and other information *relevant to your* claim for benefits, and an explanation of the Fund's remaining *voluntary* appeal procedures and *your* right to sue the Fund if you still believe that your claim was denied improperly. You may, at *your* own expense, *have* legal representation at any stage of these procedures but you may not begin any legal action, including proceedings before administrative agencies, until you exhaust the Plan's internal appeal procedure.

If you have any questions about the *review* procedures described *above*, please contact the Fund Office. Address your written questions to:

Sign, Pictorial and Display Union Local 591  
AFL-CIO Pension Fund  
30700 Telegraph Road  
Suite 2400  
Bingham Farms, Michigan 48025

## **H. ADDITIONAL INFORMATION REQUIRED BY ERISA**

### **1. Type of Plan**

The Plan is designed to provide you with income when you retire. The benefits you earn *are* based on the years that you work and the contributions made to the Plan by employers because of your work. Then at the time you retire, you will be paid benefits based on the Plan's benefit formula. This type of plan is called a "defined benefit plan."

## **2. Name of Plan Administrator**

The Plan is maintained and administered by a Board of Trustees of which labor and management *are* equally represented. There *are* three Union Trustees and three Employer Trustees on the Board. A list of the current Trustees appears in the front of this booklet.

The Board of Trustees has the primary responsibility for decisions regarding eligibility rules, type of benefits, administrative policies, management of Plan assets, and interpretation of Plan provisions.

## **3. Type of Administration**

Although the Trustees are legally designated as Plan Administrator, they *have* delegated many of the day-to-day functions to the professional administrative manager listed on the inside cover of this booklet.

The administrative manager maintains eligibility records, accounts for employer contributions, processes Plan claims, keep participants informed about changes in the Plan, files government reports, and performs other routine activities under the direction of the Trustees.

## **4. Collective Bargaining Agreements**

The Sign, Pictorial and Display Union Local No. 591 AFL-CIO Pension Plan was established and is maintained under the terms of collective bargaining agreements. The agreements set forth the conditions under which participating employers are required to contribute to the Plan and the rates of contributions.

Upon written request, you may examine the agreements at the Plan's Administration Office or at other specified locations. You may request copies of the agreements, which will be provided for a reasonable charge.

## 5. Plan Sponsors

The Plan is maintained under the terms of collective bargaining agreements negotiated by the Union with participating employers. Employers who agree in writing to make contributions to the Plan are considered "Plan sponsors." If any employer is not a party to a written agreement, the employer generally has no legal obligation to contribute to the Plan on your behalf. Consequently, to obtain benefits under the Plan, you must be working for a Plan sponsor. In most cases, the Union can tell you whether your employer is a Plan sponsor. But, if there is any uncertainty about whether your employer is a Plan sponsor, check with the Plan's Administration Office.

## 6. Source of Contributions

The primary source of financing for the benefits provided under the Plan and for the Plan's operations is employer contributions. Contribution rates are spelled out in the collective bargaining agreements negotiated by the Union with participating employers. **No money is ever deducted from your pay check to pay for Plan benefits.** The Plan's assets are invested, and this also produces additional income for the Plan.

## 7. Funding Medium for the Accumulation of the Plan's Assets

Under the Plan, contributions are accumulated in a trust fund. Plan assets are invested and earnings, if any, on those investments (less costs and administrative fees such as brokerage commissions) are used to pay Plan benefits to participants and beneficiaries.

## 8. Plan Year

The Plan operates on a fiscal year which starts each May 1st and ends on April 30th of the following calendar year.

## 9. Identification Numbers

The Plan has been assigned employer identification number 51-6079899 by the Internal

Revenue Service and has been assigned a plan identification number 001 for Department of Labor purposes.

## **10. Statement of ERISA Rights**

As a participant in the Sign, Pictorial and Display Union Local No. 591 AFL-CIO Pension Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **a. Receive Information About Your Plan and Benefits**

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 Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report. Obtain a statement telling you whether you *have* a right to *receive* a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not *have* a right to a pension, the statement will tell you how many more years you *have* to work to get a right to a pension. This statement must be requested in writing and is not required to be given



more than once *every twelve* (12) months. The Plan must provide the statement free of charge.

**b. Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan.

The people who operate your plan, called "fiduciaries" of the plan, *have* a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

**c. 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.

**d. 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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.

If you have any questions about your Plan, you also should contact the Trustees in writing, indicating what your questions are and mail them to:

BOARD OF TRUSTEES  
SIGN, PICTORIAL AND DISPLAY UNION  
LOCAL NO. 591 AFL-CIO PENSION PLAN  
30700 Telegraph Road, Suite 2400,  
Bingham Farms, MI 48025