VNS Health
Retirement Plan for Home Health Aides

(As Amended through January 1, 2025)

This Summary Plan Description Is Intended for Non-Union Home Health Aides

TABLE OF CONTENTS

Section **Page**

About The Summary Plan Description

The description in this booklet of the benefits provided under the VNS Health Retirement Plan for Home Health Aides, previously known as the Visiting Nurse Service of New York Retirement Plan for Home Health Aides (the "Plan") constitutes the summary plan description ("SPD") required by the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and is intended to provide you with an overview of your benefits. In the event of a conflict between a statement in this SPD and the Plan document, or the Plan's related trust agreement, the terms of the Plan document and trust agreement will control.

The Plan Administrator has the authority, in its sole discretion, to: interpret the Plan and resolve ambiguities, develop rules and regulations to carry out the provisions of the Plan, make factual determinations, defray reasonable expenses and resolve questions relating to eligibility and the amount of benefits.

Although VNS Health intends to continue the Plan indefinitely, VNS Health reserves the right to amend or terminate the Plan, in whole or in part, at any time for any reason, subject to the terms of any applicable collective bargaining agreement. However, no amendment will provide for the use of any assets of the Plan other than for the exclusive benefit of Participants and their beneficiaries and paying Plan expenses, and no amendment will deprive any Participant or beneficiary of his benefits.

Participation in the Plan does not create any contract of employment between you and VNS Health or any of the participating affiliates (collectively, the "Employer").

This SPD describes the rights and benefits of eligible home health aides whose employment is not covered by a collective bargaining agreement.

The Plan also covers other employees (home health aides represented by 1199SEIU United Healthcare Workers East) of the Employer. The benefits provided to these employees are described in separate summary plan descriptions.

The SPD describes the Plan as in effect on January 1, 2025. Changes made to the Plan after your termination of employment will only apply to you if required by law or a Plan amendment.

Introduction

The Plan was amended effective January 1, 2024 (the "Freeze Date") to provide that no non-union home health aides will become a Participant or earn additional benefits under the Plan after December 31, 2023. If you are a non-union home health and became a Participant prior to January 1, 2024, however, you will continue to be entitled to your vested Account Balance until it is distributed to you (or your beneficiary).

VNS Health offers the Plan, which is a defined contribution plan, to Eligible Employees who have met the Plan's service requirements. VNS Health is committed to helping you plan and provide for financial security in your retirement. We encourage you to carefully read the information in this SPD to fully understand the opportunities for retirement income provided by the Plan.

The Plan is an important part of the benefits program. It provides a convenient way to save for the future when you retire or if you become disabled or die while working.

If you are an Eligible Employee, VNS Health (on behalf of your Employer, Partners in Care) may make an "Employer Contribution" to your account. If made with respect to any calendar year, the Employer Contribution will be based on the ratio that your Compensation for the calendar year bears to the total Compensation of all other Eligible Employees for the calendar year.

All contributions that VNS Health contributes on your behalf share in the investment results of the Plan. You choose how to invest all contributions from a selection of investment options that best suit your personal objectives. Taxes are deferred on the Employer Contribution and all investment earnings until you take your money out of the Plan. If you take your money out of the Plan when you terminate employment, you may be able to "roll over" your distribution and defer taxes.

Definitions

Throughout this SPD, there are capitalized terms that have the following meanings:

Account Balance – Your Employer Contribution Account.

CARE Pension Plan – The VNS Health CARE Pension Plan.

Code – The Internal Revenue Code of 1986, as amended.

Compensation – Your total pay, including amounts that you elect to contribute on a pre-tax basis to the VNS Health 403(b) Tax Sheltered Annuity Plan and your pretax contributions for medical and dental benefits.

Your Compensation, however, does not include:

- amounts earned before you became a Participant;
- imputed pay;
- expense and tuition reimbursement; and
- amounts paid to you after December 31, 2023.

Federal law limits the amount of Compensation that may be taken into account in any calendar year. This pay limit is periodically adjusted for increases in the cost of living and is $350,000 for 2025.

Eligibility Computation Period – The 12-month period beginning on your date of hire or any subsequent calendar year.

Eligible Employee – Any home health aide employed by Partners in Care.

Eligible Retirement Plan – Includes an individual retirement account or annuity and certain types of employer retirement plans.

Employer – New Partners, Inc. (d/b/a Partners In Care).

Employer Contributions – Contributions that may be made by the Employer based on the ratio that your Compensation for the calendar year bears to the total Compensation of all other Eligible Employees for the calendar year.

Employer Contribution Account – Employer Contributions and any associated investment gains or losses.

Hours Worked – You will be credited with an Hour Worked for:

- each hour you are paid or entitled to payment for the actual performance of duties for an Employer or an affiliate; and
- each hour that you are (1) paid or entitled to payment for reasons other than the actual performance of duties (for example, vacations, holidays, illness, disability, layoff, jury duty, military duty, or paid leave of absence) or (2) awarded back pay.

You also receive credit for Hours Worked for periods of Military Service or for unpaid leave of absence; provided the leave of absence has been approved or required by your Employer because of your schooling, accident, illness or other emergency or unusual condition that affects you, or any person who is dependent on you.

You will not receive credit for Hours Worked for payments made under a plan maintained to comply with workers' compensation, unemployment compensation or disability insurance laws or to reimburse you for medical expenses.

Military Service – Service in Armed Forces, the National Guard, the commissioned corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or national emergency that, under the Uniformed Services Employment and Reemployment Rights Act of 1994 or prior legislation, entitles employees to certain reemployment rights after the Military Service ends.

Participant – An Eligible Employee who has satisfied the Plan's eligibility requirements.

Plan – The VNS Health Retirement Plan for Home Health Aides.

Spouse – As of the earlier of your benefit commencement date or the date of your death, the person to whom you are legally married (whether of the same sex or the opposite sex) under the laws of any state in the United States, the District of Columbia or any foreign jurisdiction. You may be required to provide the Plan Administrator with a valid marriage certificate/license.

VNS Health – Visiting Nurse Service of New York d/b/a VNS Health.

Eligibility and Participation

Eligibility

Non-union home health aides are not eligible to become Participants in the Plan on or after January 1, 2024.

Contributions

Employer Contributions

If you are a non-union home health aide, no contributions will be made on your behalf on or after January 1, 2024.

Vesting

Vesting means you have a non-forfeitable right to your Account Balance. You will be 100% vested in your Employer Contribution Account when you complete three Years of Vesting Service or if:

- you reach age 65 while still employed;
- your employment is terminated because you become Permanently Disabled (i.e., entitled to Social Security disability benefits) ;
- you die before your employment terminates or during a period of Military Service; or
- the Plan terminates or the Employer stops making contributions to the Plan.

Years of Vesting Service

For purposes of determining your vested status under the Plan, you will generally earn a Year of Vesting Service for each calendar year in which you are credited with at least 1,000 Hours Worked.

If you were a participant in the CARE Pension Plan on December 31, 2014 and were an Eligible Employee on January 1, 2015, then you will be credited with a Year of Service for each year of service you earned under the CARE Pension Plan.

Loss of Years of Vesting Service after a Break-in-Service

If your employment terminates after you have a vested interest in your Employer Contribution Account and you incur a Break-in-Service, your Years of Vesting Service before the Break-in-Service will still be counted as long as you are credited with at least 1,000 Hours Worked in the 12-month period following your reemployment, or in any calendar year that begins after your reemployment.

If your employment terminates before you have a vested interest in your Employer Contribution Account and you incur a Break-in-Service, your Years of Vesting Service before the Break-in-Service will still be counted as long as:

- you are credited with at least 1,000 Hours Worked in the 12-month period following your reemployment, or in any calendar year that begins after your reemployment, and
- the number of your consecutive Breaks-in-Service is fewer than six.

If you were a participant in the CARE Pension Plan on December 31, 2014 and were an Eligible Employee on January 1, 2015, then any Years of Vesting Service credited based on your years of service under the CARE Pension Plan can never be cancelled.

Break-in-Service

You will have a Break-in-Service in any calendar year beginning after your termination of employment in which you are not credited with an Hour Worked.

Forfeitures

If you terminate employment before you have any vested right to your account, your account will be immediately forfeited. In this case, the forfeited amount will be restored (without earnings) if you are rehired before you incur six consecutive Breaks-in-Service.

Amounts forfeited under the Plan are to reduce contributions otherwise due under the terms of the Plan to the fullest extent permitted by law and regulation. Any forfeitures not used to reduce contributions otherwise due under the Plan are used to pay the Plan's reasonable expenses.

Plan Investments

You direct how all contributions to your Account Balance are invested.

Investment Options In General

More information with respect to each investment option, including a list of assets constituting each option and the value of each asset, a description of the annual operating expenses of each option, and information on the past and current investment performance (net of expenses) of each option, is available from Empower by going online to www.empower-retirement.com/participant or by calling 888-846-4015.

VNS Health intends that the Plan qualify as a plan described in section 404(c) of ERISA and applicable regulations. Although VNS Health provides Participants with descriptions of the investment options and with information about making investment choices, VNS Health, the Employers, Plan fiduciaries and the Plan Administrator are not responsible for any losses sustained by a Participant that are the direct and necessary result of the participant's investment decisions. If you do not make an investment election or fail to make an investment election for 100% of your Account Balance, that undirected portion will be invested in the Plan's default investment option which is a target retirement date investment option based on your age. .

You can elect to have 100% of your Account Balance and new Employer Contributions invested in any one of the investment options, or divide the contributions among the options in multiples of 1%.

The income earned by each investment option will be reinvested in the same option, unless otherwise directed by you.

As of any business day, you may change your investment election for future contributions.

As of any business day, you may change how your existing Account Balance is invested. This means you may move your Account Balance from one investment option to another. Any change must be in multiples of 1%.

You can change your investment elections as follows:

- **Online:** go to www.empower-retirement.com/participant and enter your user name and password. When enrolling, enter your Social Security number as your user name. When you first log in, your temporary password is the last four digits of your Social Security number and the month and date (mm/dd) of your birth.

- **By Phone:** call 888-846-4015. You will be prompted to enter your Social Security number and your password. If you do not know your password, enter "0," and a representative will assist you.

Important Note for Terminated/Rehired Participants: Your investment elections for this Plan will remain active even if you no longer have a balance in the Plan. If you are rehired and again become a Participant, your previous investment elections will still be valid and will apply to any new contributions unless you make new investment elections.

Valuation of Accounts

Your Account Balance is adjusted each business day to reflect all investment earnings and losses. You may see your Account Balance:

- **Online:** go to www.empower-retirement.com/participant and enter your user name and password.

- **By Phone:** call 888-846-4015. You will be prompted to enter your Social Security number and your password. If you do not know your password, enter "0," and a representative will assist you.

Withdrawals During Employment

Withdrawals while you are still working are not permitted under the Plan.

Distributions

Your vested account will be distributed following your termination of employment or death.

Methods of Distribution

If Your Account Balance Is Greater than $7,000

If your vested account balance is greater than $7,000 when you terminate employment, you may elect to have your account paid to you as soon as practicable following your termination in one of the following forms:

- lump sum; or

- annual, semi-annual, quarterly or monthly installments (fixed or variable) of at least $250, payable over a period of one to ten years.

If you do not elect a distribution in one of the forms described above, your benefit will be paid in a lump sum within 60 days of the later of (1) the December 31 of the year in which you reach age 65 or (2) the December 31 of the year in which you terminate employment.

If you continue to work after you reach your required beginning age, you must begin your benefit no later than the April 1 of the calendar year following the calendar year in which you terminate employment. For this purpose, your required beginning age is (1) age 72 if you reached age 72 on or after January 1, 2020 and before January 1, 2023; (2) age 73 if you reached age 72 on or after January 1, 2023 and age 73 before January 1, 2033; and (3) age 75 if you reached age 74 on or after January 1, 2033. Please note that you may be subject to an excise tax if payments are not timely made by your Required Beginning Date.

If Your Account Balance Is $7,000 or Less

If your vested account balance is $25.00 or less and you (or your beneficiary in the event of your death) do not elect to receive the distribution in cash or have it rolled over directly to an Eligible Retirement Plan, your benefit will be automatically distributed to you (or your beneficiary in the event of your death) in a lump sum as soon administratively practicable following your termination of employment or to your beneficiary in a lump sum as soon as administratively practicable following your death.

If your vested account balance is greater than $25.00 but does not exceed $7,000 and you (or your beneficiary in the event of your death) do not elect to receive the distribution in cash or have it rolled over directly to an Eligible Retirement Plan, your benefit will be rolled over to an automatic rollover IRA.

An "automatic rollover IRA" is an IRA that has been established on your behalf by the Plan Administrator through a bank or investment agent. The rolled-over funds will be invested in an investment product designed to maintain, over time, the initial dollar amount rolled over and provide a reasonable rate of return and liquidity. The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA. Examples of fees and expenses include: establishment charges, maintenance fees, investment expenses, termination costs and surrender charges. You may contact Empower at 888-846-4015 for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

Death

If your employment is terminated by your death, your accounts will be paid to your beneficiary in a lump sum as soon as practicable after your death.

Tax Information

When you receive a distribution from the Plan, the distribution is generally subject to tax at ordinary income rates.

If you receive a distribution from the Plan before you have reached age 59½, the distribution may be subject to an additional federal tax of 10% unless you meet one of the limited exceptions.

All or a portion of your distribution may be eligible to be rolled over to an Eligible Retirement Plan. If all or a portion of your distribution is rolled over, the taxable portion will not be subject to income tax, including the additional 10% tax for early distribution, until it is distributed from the Eligible Retirement Plan.

Any portion of a distribution that is considered a "required minimum distribution" cannot be rolled over. Generally, a "required minimum distribution" is a payment that you are required to receive because you have (or if the payment is being made after your death to your Spouse, your Spouse has) reached 70½, 72, 73 or 75 (depending on your, or, if applicable, your Spouse's, birthdate). The amount of a "required minimum distribution" is determined under Internal Revenue Service rules. While the portion of a distribution that is a "required minimum distribution" may not be rolled over, to the extent the "required minimum distribution" is taxable, it is subject to income tax withholding that may be waived.

If your distribution is eligible to be rolled over, the Code requires that 20% of the taxable portion be withheld and sent to the Internal Revenue Service to be credited against your taxes. This 20% withholding can be avoided only if you elect to directly roll over the taxable portion from the Plan to an Eligible Retirement Plan.

More information on direct rollovers, and on tax withholding on "required minimum distributions" is included with the Plan forms for electing a distribution.

Because the tax rules in this area are extremely complicated, we suggest you consult your personal tax advisor.

Beneficiary Designations

If you are married, your beneficiary is automatically your Spouse unless you select another beneficiary in writing and your Spouse consents to your selection. Your Spouse's consent must be notarized. If you are not married, your beneficiary is anyone you select in writing. You may change your beneficiary at any time, subject to your Spouse's consent, by filing a new form. If there is no beneficiary living at your death, your beneficiary will be your estate.

Important Information About the Plan

Plan Sponsor

Visiting Nurse Service of New York d/b/a VNS Health
220 East 42nd Street
6th Floor
New York, NY 10017

Employer and Plan Identification Numbers

The Employer Identification Number (EIN) of VNS Health is 13-3189926.

The Plan Number is 003.

Plan Administration

Employee Benefits Administration Committee
Visiting Nurse Service of New York d/b/a VNS Health
c/o HRConnect
220 East 42nd Street
6th Floor
New York, NY 10017

The authority to control and manage the operation and administration of the Plan is vested in the Plan Administrator. The Plan Administrator is a committee consisting of individuals appointed by the VNS Health Board of Directors.

If you have any questions regarding the Plan, you should address them to the Benefits Department or to the Plan Administrator.

Claims Procedure

If you feel that you are entitled to more benefits than you are receiving under the Plan, you or your duly authorized representative may file a claim. The claim must be in writing and must state the benefits that you believe you should be receiving. The claim must be filed with the Plan Administrator.

The Plan Administrator will review your claim and within 90 days after receipt of the claim will advise you of the Plan Administrator's decision. If the Plan Administrator needs more than 90 days to review your claim, you will be sent a written notice within 90 days after receipt of the claim. The notice will advise you as to why the Plan Administrator needs more time, which cannot exceed 90 days, and the date by which the Plan Administrator expects to be able to inform you of the Plan Administrator's decision.

If the Plan Administrator denies your claim in whole or in part, the denial will be in writing. The written denial will explain the specific reasons for the denial and will refer to the specific Plan provisions on which the denial is based. The denial will also describe any additional material or information necessary for your claim to be allowed, why such material or information is necessary, the procedure under which you may request that the denial be reviewed and that, if you request a review of the denial, and upon review your claim is still denied, you have a right to file a lawsuit in a State or Federal Court.

If your claim is denied in whole or in part and you or your personal representative request a review of the denial, the denial of your claim will be reviewed by the Plan Administrator. A request for review of a denied claim must be made within 60 days after you receive notice of the denial. For purposes of the review, you or your personal representative will have access to any documents that are related to your claim and you may submit any comments which you wish to make in writing.

The denied claim will be reviewed by the Plan Administrator. Within 60 days after receipt of the request for review you will receive a written notice of the Plan Administrator's decision. The notice will contain specific reasons for the decision, will refer to the provisions of the Plan on which the decision is based and will advise you that you have a right to file a lawsuit in a State or Federal

court. If the Plan Administrator needs more than 60 days to review the denied claim, you will be advised in writing within 60 days after your request for review is received.

If any of your beneficiaries feel they are entitled to a greater benefit than they are receiving under the Plan, they may file a claim in the manner set forth above.

To be considered timely, you must file a claim within one year after you knew (or should have known) the facts upon which your claim is based. To be able to file a lawsuit in a State or Federal court, you must first exhaust the Plan's claims procedures described above. The deadline for filing a lawsuit is the later of (1) 24 months after you knew (or should have known) the facts upon which your claim is based or (2) six months after you have exhausted the claims procedures described above.

Service of Legal Process

Service of legal process may be made on VNS Health by directing such service to:

Corporation Service Company
80 State Street
Albany, New York 12207-2543
866-403-5272

Service of legal process may also be made upon the Plan Administrator or upon the Trustee.

Funding

Contributions to the Plan are paid to Great-West Trust Company, LLC, 8515 East Orchard Road, Greenwood Village, Colorado 80111, as Trustee of the Trust that is maintained in connection with the Plan.

The Trust for the Plan is invested for the exclusive benefit of Participants in the Plan, and all Plan benefits are paid from the Trust. However, both the Plan and the Trust permit the payment of reasonable expenses of the administration of the Plan from the Trust.

Limits on Contributions

The Code limits the total amount that can be added each calendar year (called an "annual addition") to your account under this Plan and any other qualified defined contribution plan maintained by your Employer or an affiliate. For 2018, the combined annual addition cannot exceed the lesser of $55,000 or 100% of your annual earnings. Generally, the amount of your annual addition is the sum of your contributions and any Employer contributions made on your behalf. The annual addition limit in subsequent years may be adjusted for cost-of-living increases.

Future of the Plan

VNS Health intends to continue the Plan indefinitely, but each Employer reserves the right to terminate its participation in the Plan. Furthermore, VNS Health reserves the right to merge, consolidate, amend or terminate the Plan at any time and for any reason, by action of its Board of Directors.

In addition, (1) the Executive Vice President and Chief Financial Officer of VNS Health, (2) the Executive Vice President and General Counsel and Chief Risk Officer of VNS Health or (3) the Chief Executive Officer of VNS Health may make any amendment to the Plan that would not increase the annual cost of the Plan by more than by more than an amount specified by the Board of Directors.

No amendment or termination, however, will affect the benefits already credited to you, except as may be required by the IRS as a condition for its continuing approval of the Plan.

Except as noted below, all the money held in a Plan's Trust must be used exclusively for the benefit of the Participants in the Plan.

Termination of the Plan

If the Plan is terminated, all Participants in the Plan will be automatically 100% vested in their Account Balances and Participants' Account Balances held in the Trust will be distributed to Participants.

The benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation ("PBGC"). The PBGC does not insure defined contribution plans like this Plan. However, as noted above, if the Plan terminates, all participants will receive 100% of their Account Balances.

Qualified Domestic Relations Orders

Benefits from a Plan cannot be assigned, transferred or sold for any reason. However, under certain circumstances, a court may award all or part of an employee's benefits under a Plan to a present or former Spouse, child or other dependent through a qualified domestic relations order "QDRO." A copy of the procedures that the Plan will follow in determining whether a court order is a QDRO can be obtained, without cost, from the Plan Administrator.

Plan Document

This SPD describes only the highlights of the Plan and does not attempt to cover all details. All of the details of the Plan are provided in the official Plan document and Trust Agreement, which legally govern the operation of the Plan. These documents, as well as other related documents, are available for your review. Copies are also available.

If there is any difference between this SPD and the actual Plan documents and Trust Agreements, the Plan documents and Trust Agreements will control.

Plan Records

The records for the Plan are kept on a calendar year basis.

Type of Plan

The Plan is a "defined contribution" type of plan.

Special Rules If the Plan Is Top-Heavy

Under current federal tax laws, the Plan is required to contain provisions that will take effect if the Plan becomes "top-heavy." The Plan will be considered top-heavy if the value of the accounts for certain "key employees" exceeds 60% of the value of the accounts for all participants. The term "key employees" generally includes officers who earn more than $130,000 (adjusted to reflect increases in the cost of living). If the Plan becomes top-heavy, a minimum contribution may be made for each "non-key" employee who is eligible to participate in the Plan.

While VNS Health does not expect the Plan to become top-heavy, if the Plan does become top-heavy, the Benefits Department will provide you with more detailed information on how this affects the amount of your benefits.

Loss of Benefits

Under certain circumstances, your benefits under the Plan could be lost, reduced, or suspended. These circumstances include (but are not limited to) the following:

- the value of your account decreases due to investment losses.
- all or a portion of your account may become subject to a QDRO, a federal tax levy or be used to offset amounts that certain judgments or settlement agreements require you to pay to the Plan.
- you (or your beneficiary) do not provide the Plan Administrator with your most recent address and you cannot be located.
- you fail to make proper application for benefits or fail to provide information necessary for the Plan to make a distribution.
- you terminate employment before you are 100% vested in your Employer Contribution Account.
- if you are, or your beneficiary is, unable to manage your financial affairs or if your beneficiary is a minor, the Plan may pay your benefits to a court-appointed guardian or other representative who is legally authorized to conduct your or your beneficiary's financial affairs.
- currently, IRS rules limit the amount of your annual compensation that may be used to determine the amount allocated to your account. In 2025, the compensation limit is $350,000. This limit may be updated periodically.
- federal law limits the amount that can be contributed to your account (and any other defined contribution plan maintained by the Employer or an affiliate) each year. In 2025, the limit is $70,000 or 100% of compensation, whichever is less. These limits generally apply only to a small number of employees; you will be notified if you are affected.
- Within the limits set by law, the Employer has the right to recoup any contributions made to your account in error.

- Certain administrative expenses and fees may be deducted from your account, including fees for processing qualified domestic relations orders and overnight mail.
- You fail to file a timely claim for benefits (as described on page 11).
- The Employer has the right to recover any overpayment made to you using any appropriate procedure, including, without limitation, suing to recover such amounts or deducting from future payment of the amount of any overpayment.

Your Rights Under Law

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants will be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge at the Plan Administrator's office or at the office of your employer, and at other specified locations, such as work sites and union halls, all plan documents, including insurance contracts, and copies of all documents, such as detailed annual financial reports (Form 5500 Series), filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;

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

Receive a summary of a 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 your current account balance and whether you have a right to receive a vested benefit at normal retirement age (age 65). If you do not have a vested right to a benefit, the statement will tell you how many more years you have to work to earn a vested right. This statement will be provided to you at least once each quarter. Any statement requested in writing is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

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 the Plan are called *fiduciaries.* They have a duty to act solely in the interest of Plan Participants and beneficiaries and they must exercise prudence in the performance of their Plan duties.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 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, 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. *You are required to exhaust the Plan's claims review procedures (described above) before filing suit in a federal or state court for any reason. You will lose your right to pursue an action in court if you do not exhaust the claims review procedure or fail to meet the deadlines described in these procedures.*

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents 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 Inquiry of the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.