

CALIFORNIA WINERY WORKERS' PENSION PLAN

SUMMARY PLAN DESCRIPTION (As Revised July 1, 2009)

QUICK SUMMARY OF THE PLAN

This Quick Summary is provided for your convenience. Please refer to the full Summary Plan Description and Formal Plan Text for complete information about your rights under the Plan.

Note: The California Winery Workers Pension Trust Fund experienced a mass withdrawal of all contributing employers during the 2007 and 2008 Plan Years. Withdrawn employers are no longer required under their Collective Bargaining Agreements to contribute to the Plan on behalf of their employees. Therefore, you will have no further benefit accruals under this Plan, effective with the date of withdrawal of your employer during the 2007 or 2008 Plan Year. The Plan is considered terminated effective December 31, 2008 for some purposes, because all contributing employers have withdrawn, no additional contributions on behalf of employees will be made, and benefit accruals have ceased. However, the Plan continues to be administered by its Board of Trustees, and continues to pay benefits.

1. Vesting Credits: 1 Year for 160 hours of covered employment in a Plan Year through the 2008 Plan Year, or the Plan Year in which your employer ceased to have an obligation to contribute to the Plan on your behalf, if earlier.
2. Vesting: Ten years of Vesting Credit, or five years of Vesting Credit and attainment of age 55; or for Participants active in 1999 or thereafter, five Years of Vesting Credit.
3. Eligibility for benefits: All types of retirement require termination of all employment in the winemaking industry, and in your employer's industry if not winemaking. Benefits are payable under the following conditions:
 - a. Normal Retirement (unreduced): age 65 and vested.
 - b. Early Retirement (reduced): age 55 and vested.
4. Forms of benefit:
 - a. Married Participants: 50% or 75% Joint and Survivor Annuity, unless waived with spousal consent.
 - b. Non-married Participants: Single Life Annuity. Selection of a Single Life Annuity by a married Participant is subject to spousal consent.
5. Pre-Retirement Death Benefits: Monthly benefits for life for your surviving spouse, if you die with a vested interest in the Plan, equivalent to the survivor portion of the 50% Joint and Survivor Annuity, to commence any time after you would have reached early retirement age.

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SUMMARY PLAN DESCRIPTION

The Summary Plan Description which follows is a summary of the principal Plan provisions as of the date of this booklet. This summary is in non-technical language, designed to help you understand your rights. If there is any apparent inconsistency or conflict between this summary and the formal text of the Plan, the formal text is controlling.

All requests for additional information, and all correspondence about coverage, benefits and interpretation of the Plan, should be addressed to Benefit Administration Corporation at the address listed under General Information. Any other opinions or interpretations of the Plan and statements with regard to rights under it are not binding upon the Board of Trustees, unless confirmed by Benefit Administration Corporation in writing.

1. HOW YOU ACCRUE BENEFITS

The California Winery Workers Pension Trust Fund experienced a mass withdrawal of the majority of contributing employers during the 2007 Plan Year, and all contributing employers had withdrawn by the end of the 2008 Plan Year. Withdrawn employers are no longer required under their Collective Bargaining Agreements to contribute to the Plan on behalf of their employees. Therefore, you will have no further benefit accruals under this Plan, effective with the date of withdrawal of your employer during the 2007 or 2008 Plan Year.

The Plan is considered terminated effective December 31, 2008 for some purposes, because all contributing employers have withdrawn, no additional contributions on behalf of employees will be made, and benefit accruals have ceased. However, the Plan continues to be administered by its Board of Trustees, and continues to pay benefits.

Below is a summary of how benefits were accrued prior to the withdrawal of all contributing employers.

Credited Service for covered employment for which contributions to the Plan were made, or required to be made, is called Future Service Credit. Future Service Credit is calculated differently for Vesting Credit and Benefit Credit purposes. If you worked under the collective bargaining agreement before your employer first contributed to the Plan, you may also qualify for Past Service Credit, which is also counted for both Vesting Credit and Benefit Credit purposes.

A. FUTURE SERVICE CREDIT

If you began work in covered employment after your Employer first contributed to the Plan, you earned your first Credited Service when contributions were first made on your behalf, and all of your Credited Service is Future Service. If you began work in covered employment before your Employer contributed to the Plan, the earliest on which you could earn Future Service Credit was July 1, 1960. However, you may have had a later entry date if your Employer and its bargaining unit employees were not admitted to participation until sometime after July 1, 1960.

Vesting Credit Through December 31, 2008

The amount of Vesting Credit you have accrued is based on the number of hours of covered employment you worked in each Plan Year. Since January 1, 1991, the Plan Year has been the calendar year. Before January 1, 1991, Plan Years were the time from July 1 of each year to June 30 of the next year, or in 1990, the time from July 1, 1990 to December 31, 1990. During any Plan Year starting on or after July 1, 1970 through the 2008 Plan Year, or the Plan Year in which your employer ceased to have an obligation to contribute to the Plan on your behalf, if earlier, you were granted a year of Credited Service for the purpose of vesting when you had been credited with at least one hundred sixty (160) hours of contributory employment for a participating Employer. From July 1, 1960, through June 30, 1970, a year of Credited Service for Vesting was granted for any year in which you worked at least one hour of contributory employment.

For the purpose of these rules, the term "hour" means any hour for which you were paid or were entitled to be paid under a collective bargaining agreement calling for contributions to this Plan with either of the Local Unions, after your probation period. It also includes hours for which you were paid or entitled to be paid by a Participating Employer, whether on an hourly or a salary basis, for work not covered by a Collective Bargaining Agreement (i.e. management work), but only if you were employed on covered work without a quit, retirement, or discharge between the two periods of contiguous employment.

EXAMPLE: Let's say you had 5 years of Credited Service under a collective bargaining agreement, then accepted a management position for the same employer without a quit, retirement or discharge between the two positions, and did that work continuously for another 5 years. You would then have 10 years of Vesting Credit, five for Credited Service and five for contiguous service. (However, you would only have 5 years of Benefit Credit.)

Benefit Credit Through December 31, 2008

For purposes of benefit accrual, Credited Service during the period July 1, 1960 to June 30, 1970, includes only hours for which you were paid or were entitled to be paid under a collective bargaining agreement with a participating Local Union. For that period, Future Service Benefit Credits were based on your number of hours of service, up to 2,000 per Plan Year.

Benefits for service on and after July 1, 1970 through July 31, 2007 were calculated at a percentage of your average monthly straight time wages earned working for a contributing employer during a Plan Year and did not depend on hours of service as such.

Effective August 1, 2007, for the period from August 1, 2007 through December 31, 2007, Participants who had 750 or more hours of covered employment for a contributing employer in the 2007 Plan Year were credited with the fixed amount of \$8.33.

Effective January 1, 2008, Participants who had 750 or more hours of covered employment for a contributing employer were credited with the fixed amount of \$20.00 for that Plan Year.

All benefit accruals ceased on the date your employer ceased to have an obligation to contribute to the Plan on your behalf.

The amount of benefits payable for each period of Credited Service is summarized in a later section.

B. PAST SERVICE CREDIT

If you were working on July 1, 1960, in a collective bargaining unit which became covered under the Plan that day, you will receive Past Service Credit for each full year of Credited Past Service during the period July 1, 1940 to June 30, 1960, commencing with your last seniority date within that period, to a maximum of 20 years. Members of collective bargaining units which were admitted to participation after July 1, 1960, are not entitled to any Past Service Credit unless it is fully funded and expressly approved by the Board of Trustees. Past Service Credits count toward both vesting and benefit accrual.

2. WHEN YOUR BENEFITS BECOME NON-FORFEITABLE

A. VESTING

For employees who were active Participants in 1999 or after, through December 31, 2008, your right to benefits under the Plan "vested" (that is, become non-forfeitable) once you earned five years of Credited Service.

To qualify for five-year vesting, you must have performed at least 160 hours of Credited Service in 1998 and one hour in 1999, or 160 hours in 1999 or any Plan Year thereafter.

If you were not an active Participant in 1999 or thereafter, your vesting status is determined under the Plan rules in effect as of your last covered employment. For Participants who worked in covered employment on or after July 1, 1976, but not after 1998, vesting required ten years of Vesting Credit regardless of age, or five years of valid Vesting Credit at or after age 55.

B. BREAKS IN SERVICE

Current Rule.

If you were active but not vested on the date your employer ceased to have an obligation to contribute to the Plan on your behalf, your interest under the Plan will not vest and your non-vested years of Credited Service will be forfeited, because you can no longer earn any additional vesting credit under the Plan.

If you had a temporary break in service already in effect at the end of the 2008 Plan Year, your interest under the Plan will not vest and your non-vested years of Credited Service will be forfeited, because you cannot return to covered employment and earn additional Vesting Credit.

Prior Rule.

Through the 2008 Plan Year, or the date your employer ceased to have an obligation to contribute to the Plan on your behalf, if earlier, the minimum Credited Service in a Plan Year to avoid a break in service was 160 hours. If your right to receive benefits had not yet vested, your failure to perform the required minimum Credited Service in a Plan Year caused a temporary break in service. If you did not then return to covered employment within the required time period for you, and perform the required minimum service, your break in service became permanent. When that happened, your previously credited, non-vested years of credited service were forfeited and no longer counted, either for vesting or benefit credit. The required time period for returning to covered employment for any individual was the greater of: a) five (5) Plan Years; or b) the number of non-vested years of Credited Service you earned prior to the temporary break in service.

If you separated from Industry Service before these rules were adopted, your break in service and vesting status are determined under the rules in effect as of your last Credited Service.

Examples: 1. Let's say that you had eight years of Vesting Credit for covered employment ending in 1992. At that point, you would have had until the end of 2000 to protect your Plan benefits by performing 160 or more hours of covered employment in a Plan Year. If you performed the required service in 1997, your break in service would have ended. You would not be vested, because you would only have nine years of Vesting Credit, and have not yet qualified for five-year vesting. However, you would have a new nine-year period (ending in 2006) to avoid a permanent break in service.

2. Let's say instead that you have eight years of Vesting Credit for covered employment ending in 1994, and you performed at least 160 hours of covered employment in 1999. You avoided a permanent break in service by returning within the required period. You would also be vested, because you would have met all the requirements for five-year vesting.

Exceptions:

No Plan Year counted toward a temporary or permanent break in service during a period in which one of the following applied, provided you had returned to covered employment within 90 days of the end of the period:

- " You were continuously incapacitated by sickness or injury from working under a collective bargaining agreement.

- " You were in the military service.
- " Your failure to earn the required minimum of one hundred sixty (160) hours of Vesting Credit was due to an absence starting on or after January 1, 1985, as a result of pregnancy, birth or adoption of a child, or caring for such child immediately after birth or adoption placement. The time spent for these purposes is counted either in the year of occurrence or in the next year, whichever is required to prevent a break in service.

3. WHEN RETIREMENT BENEFIT PAYMENTS WILL BEGIN

You will be entitled to receive benefits upon making application when you have satisfied any of the following combinations of age and service, and you retire completely from Industry Service:

- " You reach normal retirement age 65, and are vested; or
- " You reach early retirement age 55, and are vested (reduced benefit).

For purposes of these rules, and for suspension of benefits, Industry Service means any work, whether as a covered employee, or a non-covered employee in a managerial, supervisory, proprietary position for, or in self-employment as: 1) an employer who at any time was a contributing employer; or 2) any employer engaged in the types of business activities in which any former Employer is engaged, if you are performing work in the same trade or craft in which you were involved during any time you earned Credited Service in this Plan.

If you are not a 5% owner of a former contributing employer, benefits shall commence not later than April 1 of the year following the close of the calendar year in which you attain age 702, unless you are actively employed at that time and elect to defer commencement of benefits. If you elect to defer receipt of benefits, then your benefits will commence when you cease to be actively employed, or at any earlier time you elect. Benefits which were deferred from age 702 shall be adjusted actuarially. If you are a 5% owner of a former contributing employer, distribution of benefits must commence no later than April 1 of the calendar year following the year in which you turn age 702, even if you are still actively employed.

4. HOW YOUR BENEFITS ARE PAID

A. 50% OR 75% JOINT AND SURVIVOR ANNUITY

If you are married at the time of retirement, your benefit will be either a 50% or 75% Joint and Survivor Annuity, unless you and your spouse elect the Single Life Annuity below. The 50% Joint and Survivor Annuity consists of monthly benefits for your life, followed by monthly benefits for your spouse's life in an amount equal to 50% of the monthly benefits paid while you were alive. The 75% Joint and Survivor Annuity consists of monthly benefits for your life, followed by monthly benefits for your spouse's life in an amount equal to 75% of the monthly benefits paid while you were alive. Under these survivor options, the benefit paid during your life is actuarially reduced from your full Normal Retirement Benefit, to reflect the additional benefits payable after you die. Your actual benefit will depend upon the benefit credits you have earned, and upon your age and your spouse's age at your retirement. You and your spouse may waive this benefit in favor of the Single Life Annuity below, but only if your spouse gives written consent to the waiver and your spouse's consent is notarized or witnessed by a Plan representative.

B. SINGLE LIFE ANNUITY

If you are not married when you retire, your benefit will be paid as a Single Life Annuity. Under the Single Life Annuity, you will receive your full monthly Normal Retirement Benefit, based on your Credited Service.

All monthly payments will cease at your death. This form of benefit is available to married retirees, with spousal consent.

5. WHAT YOUR MONTHLY BENEFITS WILL BE

A. NORMAL RETIREMENT BENEFITS

The following schedules apply in determining the amount of benefit you will receive if you retire on or after the effective date of this booklet, and you receive a Single Life Annuity benefit, commencing at normal retirement age. This amount is called your Normal Retirement Benefit.

BASIC BENEFIT AMOUNTS

Past Service: \$12.00 per month for each year of Past Service Credit during the period from July 1, 1940, to June 30, 1960, up to a maximum of twenty (20) years.

Future Service:

- " \$17.00 per full year of Credited Service earned from July 1, 1960 to June 30, 1970. A year of Credited Service for this period is 2,000 hours. If you had fewer than 2,000 hours of service, you will receive a percentage of \$17.
- " 2.1% of your average monthly straight-time wages earned during each Plan Year from July 1, 1970 through July 31, 2007, determined by taking your total straight time wages for the year and dividing them by 12.
- " Effective August 1, 2007, for the period from August 1, 2007 through December 31, 2007, Participants who had 750 or more hours of covered employment for a contributing employer in the 2007 Plan Year were credited with the fixed amount of \$8.33.
- " Effective January 1, 2008, Participants who had 750 or more hours of covered employment for a contributing employer were credited with the fixed amount of \$20.00 for that Plan Year.

All benefit accruals ceased on the date your employer ceased to have an obligation to contribute to the Plan on your behalf.

If you were part of a bargaining unit which began participation in the Plan on a deferred effective date, your benefit rates may be different from the above, according to what the Trustees determined to be actuarially sound and fair to all of the employees covered by the Plan.

INCREASES

Note that the basic benefit amounts above have been increased from time to time by the Trustees for qualifying employees so that the effective benefit amounts for qualifying employees were higher. For example, a Participant retiring on January 1, 2007 who had performed 160 hours of covered employment in the Plan Year ending December 31, 2000, would be credited with an amount of Retirement Income equal to the sum of the following amounts:

Past Service: \$20.77 per month for each year of Past Service Credit during the period from July 1, 1940 to June 30, 1960, up to a maximum of twenty (20) years.

Future Service:

- " \$29.43 for each year in which he or she had 2,000 or more hours of service during the July 1, 1960 through June 30, 1970 Plan Years; or, if the Participant had fewer than 2,000 hours of service in any of those Plan Years, a percentage of \$29.43 in proportion to the number of hours of service; plus
- " 4.12% of the average, monthly, straight time wages earned during each Plan Year from July 1, 1970 through June 30, 1989, computed by dividing the total straight time wages earned during the year by twelve; plus
- " 3.23% of the average, monthly, straight time wages earned during each Plan Year from July 1, 1989 through December 31, 1994, computed by dividing the total straight time wages earned during the year by twelve; plus
- " 2.83% of the average, monthly, straight time wages earned during each Plan Year from January 1, 1995 through December 31, 1997, computed by dividing the total straight time wages earned during the year by twelve; plus
- " 2.69% of the average, monthly, straight time wages earned during the 1998 Plan Year, computed by dividing the total straight time wages earned during the year by twelve; plus
- " 2.31% of the average, monthly, straight time wages earned during the 1999 Plan Year, computed by dividing the total straight time wages earned during the year by twelve; plus
- " 2.19% of the average, monthly, straight time wages earned during the 2000 Plan Year, computed by dividing the total straight time wages earned during the year by twelve; plus
- " 2.1% of the average, monthly, straight time wages earned during each Plan Year from January 1, 2001 through December 31, 2006, computed by dividing the total straight time wages earned during the year by twelve.

In addition, the Trustees have adopted numerous benefit increases for retirees. See Section XI of the Formal Plan Text for the rules for calculating the amount of your pension. If you need additional information or assistance in determining your accrued benefit, contact the Administration Office.

B. ADJUSTMENTS TO YOUR NORMAL RETIREMENT BENEFIT

There are two types of adjustments to your Normal Retirement Benefit:

Early Retirement

If you receive Early Retirement benefits, there will be an actuarial reduction to your Normal Retirement Benefit so that the amount which you receive will not exceed the value of your accrued Normal Retirement Benefit on your early retirement date. This reduction in your monthly benefit payment reflects the fact that you will probably be receiving benefits longer than someone retiring at age 65. The Early Retirement adjustment factors are stated in Appendix B at the end of this booklet.

Actuarial Adjustment for Form of Benefits

If you receive a form of benefit other than the Single Life Annuity, your benefits will be adjusted to reflect your form of benefit, and your age and the age of your spouse, so that the form of benefit you select has the same estimated value as your Normal Retirement Benefit. For example, if you choose the 50% Joint and Survivor Annuity, your benefit will be reduced by 12%, plus or minus 0.5% for each year that your spouse is older or younger than you. The adjustment factors are stated in Appendix A at the end of this booklet. When you apply for benefits, you may ask for estimates of how much you would receive under the available options.

C. EXAMPLES OF BENEFIT CALCULATIONS:

Normal Retirement: Let's say you are retiring at age 65 and have accrued a normal retirement benefit of \$800 per month. Here's what you would receive in different situations.

- (1) Single Life Annuity: Your monthly benefit will be \$800 for life. No further benefits will be paid following your death.
- (2) 50% Joint and Survivor Annuity. Let's say you are married and have a spouse 3 years younger, and you elect the 50% Joint and Survivor Annuity. Your monthly benefit amount will be \$692 (\$800 x .865, the 50% Joint and Survivor factor for a spouse who is 3 years younger than the retiree). If you die and your spouse is still living, your spouse will receive \$346 (50% of \$692) for life. No further benefits will be paid after the death of your surviving spouse.
- (3) 75% Joint and Survivor Annuity. If you elect the 75% Joint and Survivor Annuity and have a spouse 3 years younger, your monthly benefit amount will be \$652 (\$800 x .815, the 75% Joint and Survivor factor for a spouse who is 3 years younger). If you die and your spouse is still living, your spouse will receive \$489 (75% of \$652) for life. No further benefits will be paid after the death of your surviving spouse.

Early Retirement: Let's say instead that you retire at exactly age 62, with a Normal Retirement Benefit of \$800 per month. In that case, all of the benefit amounts listed above would be reduced by 27.46%.

- (1) Your Single Life Annuity benefit would be \$580.32 per month.
- (2) Your 50% Joint and Survivor Annuity benefit would be \$501.98 for life, followed by a survivor benefit of \$250.99.
- (3) Your 75% Joint and Survivor Annuity benefit would be \$472.96 for life, followed by a survivor benefit of \$354.72.

6. PRE-RETIREMENT DEATH BENEFIT

Qualified Pre-retirement Spousal Annuity: If you die with a vested interest in the Plan, and you were married at the time of your death, the Plan will pay your surviving spouse a monthly benefit equal to the survivor portion of the 50% Joint and Survivor, which would have been payable to you at age 65. This benefit will begin upon the date when you would have reached normal retirement age 65. Your surviving spouse may also elect to begin receiving benefits on the date you would have reached early retirement age 55 if you would have qualified for Early Retirement, but with an actuarial reduction.

7. SUSPENSION OF PENSION BENEFITS

Once you have retired, your pension benefits will continue as long as you remain in retirement status, but will be suspended for any month during which you are employed for forty (40) or more hours in any kind of Industry Service. See Section 3 of this Summary, or Article I, Section 21 of the Formal Plan Text, for the definition of Industry Service. Once you return to retirement status, your pension benefits will be resumed. If you have any questions about whether a particular job or type of job would cause your benefits to be suspended, you may request an opinion in advance as to how the Plan's rules apply, and you may appeal an adverse opinion to the Board of Trustees.

8. COURT ORDERS IN MARRIAGE DISSOLUTION CASES

Your right to elect retirement options, and the amount of benefits you receive, is subject to any court orders which are filed in a marriage dissolution case in which you are a party, as long as the orders comply with federal

laws regulating pension plans. If you are a party to a marriage dissolution action, please advise your lawyer and your spouse's lawyer that you are a participant in this Plan, to make sure that you take the necessary steps to protect your rights under the Plan.

9. APPLICATION FOR BENEFITS

No benefits are payable until you file an application, unless benefits are commencing under the Plan's mandatory distribution rules (after age 702). All applications for benefits under the Plan must be filed with the Administration Office at the following location:

Benefit Administration Corporation
955 N Street
Fresno, CA 93721
(559) 225-3030 or (800) 282-5246

You may request an application either in person or by writing. The Administration Office will advise you in detail as to the options open to you and other pertinent details, and will supply you, upon request, with the required forms.

10. APPEALS PROCEDURE

If you disagree with any decision of the Administration Office, Plan Legal Counsel, or any other agent or employee of the Administration Office or the Plan, you may make an appeal by notice in writing to the Board of Trustees. Your written notice of appeal should describe the substance of your grievance. Your notice of appeal must be delivered no later than sixty (60) days after you first knew, or should have known, of the circumstances you are appealing. Upon receipt of your notice, the Administration Office will place the matter on the agenda of the next meeting of the Board of Trustees, or if there is not time, on the agenda of the next meeting thereafter. You will be notified in writing of the time and place of the meeting and may appear there, with or without legal counsel as you wish, and present any testimony or other evidence, written or oral, that you may have affecting your claim. The Board of Trustees' final ruling on any matter of Plan interpretation or administration is final and binding on all parties.

Claims and appeals for Disability Retirement benefits filed on or after January 1, 2002, and prior to April 1, 2009 were governed by the ASpecial Claims and Appeals Procedures for Disability Retirement Benefits, @ set out in Section XXI, subsection 7 of the Formal Plan Text.

JOINT & SURVIVOR OPTION FACTORS

Spouse's Age in Relation to Retiree's Age	50% Joint & Survivor Option	75% Joint & Survivor Option
Each additional year older	+ .005	+ .006
+ 10 years	.930	.893
+ 9 years	.925	.887
+ 8 years	.920	.881
7	.915	.875
6	.910	.869
5	.905	.863
4	.900	.857
3	.895	.851
2	.890	.845
1	.885	.839
Same Age	.880	.833
-1	.875	.827
-2	.870	.821
-3	.865	.815
-4	.860	.809
-5	.855	.803
-6	.850	.797
-7	.845	.791
-8	.840	.785
-9	.835	.779
-10	.830	.773
Each additional year younger	- .005	- .006

ACTUARIAL EQUIVALENT FACTORS
FOR EARLY RETIREMENT

Plus Months

Age	0	1	2	3	4	5	6	7	8	9	10	11
55	.3714	.3743	.3772	.3802	.3831	.3860	.3889	.3918	.3947	.3977	.4006	.4035
56	.4064	.4097	.4129	.4162	.4194	.4227	.4259	.4292	.4324	.4357	.4389	.4422
57	.4454	.4490	.4527	.4563	.4600	.4636	.4673	.4709	.4745	.4782	.4818	.4855
58	.4891	.4932	.4973	.5013	.5054	.5095	.5136	.5176	.5217	.5258	.5299	.5339
59	.5380	.5426	.5472	.5518	.5564	.5610	.5656	.5701	.5747	.5793	.5839	.5885
60	.5931	.5983	.6035	.6086	.6138	.6190	.6242	.6293	.6345	.6397	.6449	.6500
61	.6552	.6611	.6669	.6728	.6786	.6845	.6903	.6962	.7020	.7079	.7137	.7196
62	.7254	.7321	.7387	.7454	.7520	.7587	.7653	.7720	.7786	.7853	.7919	.7986
63	.8052	.8128	.8204	.8279	.8355	.8431	.8507	.8582	.8658	.8734	.8810	.8885
64	.8961	.9048	.9134	.9221	.9307	.9394	.9481	.9567	.9654	.9740	.9827	.9913
65	1.000											

GENERAL INFORMATION ABOUT THE PLAN

The Plan is known as the California Winery Workers' Pension Plan. It is a defined benefit pension plan, which provides monthly benefits at retirement to covered employees in the winemaking industry and in allied industries, and to their surviving spouses. This booklet has information about the Plan as of July 1, 2009.

The Plan is administered by a Joint Board of Trustees consisting of sixteen Trustees: eight Employee Trustees, four appointed by each of the participating unions, Local Unions Nos. 45D and 186D of the United Food & Commercial Workers Int. Union, Distillery, Winery & Allied Workers Division; and eight Employer Trustees appointed by the Winery Employers' Association. The names and addresses of the present members of the Board of Trustees are as follows:

EMPLOYEE TRUSTEES

Mr. Cory Brown
UFCW 8 - Golden State
2918 North West Avenue
Fresno, CA 93705

Mr. Michael Crain
UFCW 8 - Golden State
2918 North West Avenue
Fresno, CA 93705

Mr. Gerry O. Eldridge
UFCW Local No. 186D
329 Downey Avenue
Modesto, CA 95354

Mr. Hugh Franklin
UFCW Local No. 186D
329 Downey Avenue
Modesto, CA 95354

Mr. Jeff Goodwin
UFCW Local No. 186D
329 Downey Avenue
Modesto, CA 95354

Mr. Alan Pegarella
UFCW Local No. 186D
329 Downey Avenue
Modesto, CA 95354

Mr. Roberto Ramirez
UFCW 8 - Golden State
2918 North West Avenue
Fresno, CA 93705

Ms. Cindy Smith
UFCW 8 - Golden State
2918 North West Avenue
Fresno, CA 93705

EMPLOYER TRUSTEES

Mr. Charles Feaver
Sun Maid Raisin Growers
9818 S. Jacobs Avenue
Orange Cove, CA 93646

Mr. Michael Franzia
Bronco Wine Company
P.O. Box 3400
Napa, CA 94558

Robert M. Lieber, Esq.
Margolis & Tisman
601 Montgomery Street, Suite 2030
San Francisco, CA 94111

Mr. Marc C. Mondavi
Charles Krug Winery
P.O. Box 191
St. Helena, CA 94574

Ms. Dianne Nury
Vie Del Company
P.O. Box 2908
Fresno, CA 93745-2908

Mr. Fred Weibel, Jr.
Weibel Winery
P.O. Box 87
Woodbridge, CA 95258-0087

The Plan and the Trust Fund are maintained and administered under the Third Amended Agreement and Declaration of Trust dated December 31, 1988, by and between the Winery Employers' Association and Local Unions Nos. 45D and 186D of the United Food & Commercial Workers' Int. Union, Distillery, Winery & Allied Workers' Division, commonly known as Winery Workers' Locals Nos. 45D and 186D. The address and telephone numbers of the Association and the Local Unions are as follows:

Winery Employers' Association	UFCW Winery Workers'	UFCW Winery Workers'
P.O. Box 10084	Local Union No. 45D	Local Union No. 186D
Fresno, CA 93745-0084	2918 N. West Avenue	329 Downey Avenue
Telephone: (559) 834-2525	Fresno, CA 93705	Modesto, CA 95354
	Telephone: (559) 226-5045	Telephone: (209) 524-4245

The Board of Trustees is assisted in the administration of the Fund by Benefit Administration Corporation. The address of the Plan is California Winery Workers' Pension Plan, c/o Benefit Administration Corporation, 955 N Street, Fresno, CA 93721. The telephone number of Benefit Administration Corporation is (559) 225-3030.

When the obligation of all participating employers to contribute to this Plan ceased permanently, the Plan was deemed terminated, and accrued benefits of all participants became non-forfeitable, to the extent funded. Since this occurred, the Board of Trustees has and will continue to administer the Plan in accordance with Section 4041A of ERISA. In no event shall any assets of the Plan revert to any employer.

A complete list of the employers formerly maintaining the Plan may be obtained by a participant or beneficiary upon a written request to Benefit Administration Corporation, or may be examined by a participant or beneficiary at the Benefit Administration Corporation office during normal business hours upon reasonable notice. A participant or beneficiary may also request information as to whether a particular employer or employee organization is a plan sponsor, and if so, the sponsor's address. Copies of the Third Amended Agreement and Declaration of Trust and any amendments or successor agreement, and other essential plan documents, may also be obtained or examined through Benefit Administration Corporation. Copies of the collective bargaining agreements may be obtained through the Local Unions or on written request to Benefit Administration Corporation, or may be examined during normal business hours, by a participant or beneficiary, either at a Local Union, or at Benefit Administration Corporation, upon reasonable notice. There may be a charge for copying any document listed above.

The Internal Revenue Service has assigned Employer Identification No. 94-6082915 to the Trust Fund. The Plan itself is Plan No. 001. The Plan Year is currently the calendar year.

Raphael Shannon is legal counsel to the Fund and is its agent for service of process. Her address and telephone number are:

Raphael Shannon, Esq.
McCarthy, Johnson & Miller L. C.
595 Market St., Suite 2200
San Francisco, CA 94105
Telephone: (415) 882-2992.

Service of process may also be made upon any of the members of the Board of Trustees or upon the Administration Office.

Assets of the Plan are held in trust under a written custodial agreement with Union Bank of California, and invested in a diversified portfolio under the discretionary investment control of qualified investment managers selected by the Board of Trustees. The Board has designated Cramer, Rosenthal & McGlynn, Dodge & Cox, Fred Alger, GMO, Intech, iShares Russell 1000 Value Index ETF, PIMCO, Platte River, RREEF America REIT, and Wedge Capital as the investment managers. The Board has also retained R.V. Kuhns & Associates as its investment consultant.

YOUR RIGHTS UNDER ERISA

As a participant in the California Winery Workers' 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:

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 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.

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.

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 benefit or exercising your rights under ERISA.

Enforce Your Rights

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

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

Assistance with Your Questions

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

BENEFIT GUARANTY

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan 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 guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

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

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

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

CALIFORNIA WINERY WORKERS' PENSION PLAN

(As revised effective July 1, 2004)

FORMAL PLAN TEXT

SECTION I. DEFINITIONS

1. ACTUARIAL EQUIVALENT means, unless explicitly stated elsewhere in this document, calculations made to produce equal present values based on the 1984 Unisex Pension Mortality Table, and an interest rate of 6½%. Actuarial reductions for the 50%, 66⅔% and 100% Joint and Survivor Benefit Factors are contained in the Appendices to the Plan.
2. ANNUITY STARTING DATE means:
 - (a) the first day of the first period for which an amount is payable as an annuity; or
 - (b) the first day on which all events have occurred which entitle the Participant to a benefit which is payable in a form other than an annuity.
3. COLLECTIVE BARGAINING AGREEMENT means the agreement between the Employers and the Union dated August 1, 1958, any extension or renewal thereof, or any subsequent agreement with any employer which provides for pension contributions to be made to the Plan.
4. CORPORATE CO-TRUSTEE means Union Bank of California or any successor Corporate Trustee named by the Pension Trustees.
5. CONTIGUOUS SERVICE means all non-covered hours of service for a Participating Employer which precedes or follows Covered Hours without a quit, retirement or discharge between the Covered Hours and non-covered hours.
6. COVERED HOURS OF EMPLOYMENT with respect to a Participant means each hour for which the Participant is paid or entitled to be compensated whether directly or indirectly under a Collective Bargaining Agreement by an Employer or during which he or she is compensated for paid vacation, holidays or leaves of absence or for which back pay is awarded. Covered Hours are to be credited based upon Department of Labor Regulations 2530.200b-2(a)(1), (2) and (3).
7. CREDITED SERVICE means all Credited Past Service as defined in Section XI and all Credited Future Service based upon Covered Hours of Employment. For the period from July 1, 1960 through June 30, 1970, a year of vesting credit has been granted for any Plan Year in which a Participant has any Covered Hours of Employment. From July 1, 1970 forward, a year of vesting credit has been granted only if the Participant has 160 Covered Hours of Employment, or Contiguous Service as defined herein. Solely for purposes of vesting and determining breaks in service, Credited Future Service shall also include Contiguous Service.

- 8.** EMPLOYER means any employer in California who is signatory to a Collective Bargaining Agreement with the Unions which provides for pension contributions to this Plan.
- 9.** FUTURE SERVICE RETIREMENT INCOME shall be based upon a Participant's Covered Hours of Employment and calculated as provided for in Section XI.
- 10.** LUMP SUM PRESENT VALUE shall be the value determined using the mortality table prescribed by Secretary of the Treasury under Section 417(e)(3)(A)(ii)(I) of the Internal Revenue Code, and the applicable interest rate under Section 417(e)(3)(A)(ii)(II) of the Code.
- 11.** MEMBER means an employee of an Employer, who is working in employment covered by the Collective Bargaining Agreement, and who has completed a probationary period and thereby qualified to have contributions made to this Plan on his or her behalf.
- 12.** PARTICIPANT means any Member for whom contributions to the Trust Fund are made, and who has worked 160 or more Covered Hours of Employment in the current Plan Year or prior Plan Year.
- 13.** PENSION TRUST FUND BOARD OF TRUSTEES means the Board of Trustees established under the Trust Agreement.
- 14.** PLAN means the Pension Plan for members as described in the following sections.
- 15.** PLAN YEAR means one of the following:
 - (a) from the effective date of the Plan, through June 30, 1990, each period of 12 calendar months commencing July 1 and ending on June 30 of the following year; and
 - (b) the period from July 1, 1990, through December 31, 1990; and
 - (c) starting January 1, 1991, each calendar year commencing January 1 and ending on December 31.
- 16.** TRUST AGREEMENT means that agreement between the Winery Employers Association and the Unions establishing a trust for this Plan, entitled "California Winery Workers Pension Fund Third Amended Agreement and Declaration of Trust" or any successor agreement.
- 17.** TRUST FUND means the fund created under the Trust Agreement in which all of the Employer contributions are deposited and accumulated for the purpose of providing the benefits outlined in this Plan.
- 18.** UNION means the United Food and Commercial Workers Union, Distillery, Wine & Allied Workers Division, AFL-CIO, Locals 45D and 186D.

19. STRAIGHT TIME HOURLY RATE OF PAY for any Participant for a particular Covered Hour of Employment means the rate of pay specified in the applicable Collective Bargaining Agreement for a Participant's work, including premium pay based on shift.

20. (a) STRAIGHT TIME WAGES are the Straight Time Hourly Rate of Pay multiplied by a Participant's regular hours of work, paid vacation time and paid holidays.

(b) Only when contributions are specifically provided for this purpose in a contributing employer's collective bargaining agreement, Straight Time Wages includes the Straight Time Hourly Rate of Pay multiplied by the hours of contribution made because the Participant suffered an accident on the job, up to 40 hours per week.

21. INDUSTRY SERVICE means any of the following:

(a) Any employment in the wine-making industry, whether as a covered or non-covered employee, or in a managerial, supervisory, proprietary or any other capacity for a participating or non-participating employer or a self-employed person; or

(b) Any work in any capacity for a contributing Employer or for an employer who at any time was a contributing Employer, including successors, subsidiaries and parents of a contributing Employer.

SECTION II. EFFECTIVE DATE

The original effective date of the Plan shall be July 1, 1960. In the event, however, that the Trustees should, pursuant to Section XXI hereof, extend the benefits of the Plan to employees in collective bargaining units admitted to coverage after the original effective date, the Plan as to such employees shall be effective as of the first day of the first month in which contributions are required by a collective bargaining agreement to be made to the Plan upon behalf of such employees, which date shall be hereinafter referred to as "deferred" effective date.

SECTION III. CONTRIBUTIONS

All benefits provided by the Plan will be financed entirely by Employer contributions as defined in the Collective Bargaining Agreement.

SECTION IV. ELIGIBILITY

The Plan covers all participating employees for whom contributions are made, or required to be made, to the Trust Fund. A new employee will become a Participant in the Plan upon payment of a contribution by an Employer on his behalf in accordance with a Collective Bargaining Agreement. A Participant who was age 63 or over on the original effective date of the Plan, or any deferred

effective date of the Plan, as the case may be, must have worked a minimum of 600 hours for an Employer during the 24 months preceding his retirement date to be eligible for retirement benefits; a Participant who was under age 63 on the original effective date of the Plan, or any deferred effective date, as the case may be, must have worked not less than 1,200 hours for an Employer prior to his retirement date but since the effective date, or deferred effective date, of the Plan to be eligible for benefits.

SECTION V. VESTING AND BREAKS IN SERVICE

1. (a) Effective on or after July 1, 1976, a Participant's interest in the Plan shall vest upon the completion of not less than ten (10) years of Credited Service under this Section, regardless of age, or on or after attainment of age 55, with not less than five (5) years of Credited Service under this Section. Effective July 1, 1989, a Participant's interest shall also vest upon completion of five years of Credited Service under the Plan exclusively for employment not covered under a Collective Bargaining Agreement.

(b) Effective January 1, 1999, a Participant's interest shall also vest upon completion of five (5) years of vesting credit, but only if:

(1) he or she was a Participant on January 1, 1999, and performed one Covered Hour of Employment in the Plan Year commencing on that effective date; or

(2) he or she accrued a year of Credited Service under this Section after that effective date.

(c) These rules shall apply to a Participant only with respect to credits not already lost due to a permanent break in service as of the rules' respective effective dates. A vested Participant shall be entitled, upon qualification for retirement benefits, to receive the benefits he or she earned prior to the date his or her active participation in the Plan terminated and subsequent to any permanent breaks in service.

2. (a) A Participant whose interest in the Plan is not vested and who fails to be credited with at least one hundred sixty (160) hours of Credited Future Service in any one Plan Year shall suffer a one-year, temporary break in service. Once a temporary break in service has occurred, the employee will no longer be considered a "Participant" of this Plan. A break in service shall become permanent, and the employee's previously accumulated non-vested years of Credited Service shall not thereafter be taken into account, if his or her consecutive one-year breaks in service thereafter equal or exceed the greater of five (5) years or the aggregate number of years of non-vested service credited prior to the break.

(b) The Credited Service of any employee who has suffered a temporary break in service shall be taken into account if the employee returns to Covered Employment before the break in service becomes permanent and thereafter earns an additional year of Credited Service without a further break in service. At this point, the employee will again become a Participant.

(c) Years of service lost by reason of any prior permanent break in service shall not be taken into account in determining any break in service occurring thereafter.

(d) The Plan Year during which the break in service would otherwise occur shall be extended for any period of time during which the Participant is continuously incapacitated by sickness or injury from working under a Collective Bargaining Agreement, or is in military service, provided further that the Participant shall have returned to Covered Employment within ninety (90) days after recovery from disability or release from military service, as the case may be.

(e) No break in service commencing on or after January 1, 1985, shall occur during any Plan Year in which the employee is absent from work for one hundred sixty (160) or more hours by reason of pregnancy, birth of a child, adoption of a child, or caring for such child for a period beginning immediately after the birth or placement, when the employee would otherwise have been working on Covered Employment. Time so credited shall be counted in the Plan Year in which the absence from work begins only when necessary to prevent a break in service in that Plan Year, otherwise in the Plan Year next following. Time so credited shall be counted only for purposes of preventing a break in service and not for any other purpose.

(f) If a Participant having suffered a break in service as above provided should fail to return to employment in time to preserve his or her prior credited service as above provided under the break in service rule applicable as of his or her last Covered Hour of Employment, such Participant shall be considered a new Participant, with a new participation date, and shall not be entitled to any benefits for service prior to his or her new participation date.

SECTION VI. NORMAL RETIREMENT DATE

The normal retirement date for all vested Participants in the Plan shall be the first day of the month coinciding with or immediately following the attainment of age 65 and separation from Industry Service.

SECTION VII. EARLY RETIREMENT DATE

A vested Participant may elect to retire on the first day of any month after attainment of age fifty-five (55) and separation from Industry Service, but prior to normal retirement date, with a benefit rate actuarially reduced as provided in Section XI.1.(b) hereof.

SECTION VIII. DISABILITY RETIREMENT DATE

1. A Participant who has either accrued ten years of Credited Service or attained age 55 and accrued five years of Credited Service, and who, prior to his or her normal retirement date, becomes totally and permanently disabled from engaging in any occupation or employment for remuneration or profit, shall be eligible to retire on an early disability retirement date, provided the Participant has submitted evidence satisfactory to the Trustees of such disability. Such evidence may consist either of a Social Security Disability award or of other evidence satisfactory to the Trustees that the Participant is in fact totally and permanently disabled. A denial or termination of Social Security Disability benefits shall not be conclusive upon the issue of disability.
2. The Trustees may, at their discretion and at the expense of the Fund, have the Participant examined by a qualified physician of their own choosing and may rely upon those physicians' opinions as qualifying or disqualifying the Participant for disability retirement or continued disability retirement.
3. Such a Participant shall retire as of the first day of the month following the month of his application, with benefits payable retroactively to the date of disability. The Participant may be required to submit proof from time to time of his or her continued eligibility to receive benefits payable under this Section.
4. No Participant shall be deemed to be totally and permanently disabled for the purposes of this Plan if his or her disability consists of chronic alcoholism or addiction to drugs, or is the result of self-inflicted injury.

SECTION IX. POSTPONED RETIREMENT DATE

Subject to the provisions of Section XI.1.(d), a Participant may elect to postpone his retirement beyond his normal retirement date on a year-to-year basis. The postponed retirement date will be the first day of the month following his last day of employment, but not beyond the date permitted under Section X.2.

SECTION X. COMMENCEMENT OF BENEFITS

1. Benefit payments shall commence for a Participant not later than the 60th day of the year following the close of the Plan Year in which occurs whichever of the following applies to the Participant:
 - (a) If the Participant is vested, the later of the Participant's attainment of age 65 and his or her separation from Industry Service, unless he or she elects otherwise elects in writing, or

(b) If the Participant is not vested, the latest of the Participant's attainment of age 65, the 10th anniversary of his or her participation in the Plan, and his or her separation from Industry Service, unless the Participant otherwise elects in writing.

2. Notwithstanding any other provision of the Plan, for every Participant who is not a 5% owner of a contributing employer, benefits shall commence not later than April 1 of the year following the close of the calendar year in which the Participant attains age 70½, unless the Participant is actively employed at that time and elects to defer commencement of benefits. If a Participant elects to defer receipt of benefits, then his or her benefits shall commence when the Participant ceases to be actively employed, or at any earlier time at the Participant's election. Benefits which were deferred from age 70½ shall be adjusted actuarially in accordance with Internal Revenue Code § 401(a)(9) and the applicable Regulations. For a Participant who is a 5% owner of a contributing employer, distribution of benefits must commence no later than April 1 of the calendar year following the year in which the Participant turns age 70½, even if he is still actively employed.

3. Procedures for Commencement of Benefits: Unless benefits are required to be distributed under the terms of the Plan, payment of benefits shall commence for each Participant upon submission of an application in which the Participant elects a type of retirement and a form of benefit. An election of a type of retirement and a form of benefit is final, and may not be changed, once the first benefit payment is cashed or deposited. If benefits are required to be commenced under the terms of the Plan, and a Participant cannot be located before the annuity commencement date, benefits shall be payable in the normal form for the Participant as of the required annuity commencement date, and upon being located, the Participant may elect a form of benefit for remaining benefit payments.

SECTION XI. RETIREMENT INCOME

1. For Participants in collective bargaining units covered as of the original effective date of the Plan:

(a) **Normal Retirement Income.** The monthly amount of normal retirement income to which a Participant will be entitled upon reaching his normal retirement date will be equal to the sum of his Past Service Retirement Income, if any, and his Future Service Retirement Income, each determined in the following manner:

(1) Past Service Retirement Income. Each Participant in the Plan on the effective date, who retires on or after July 1, 1974, will be credited with an amount of past service retirement income equal to \$12 multiplied by his number of completed years of credited past service during the period of whole years starting with the Participant's latest seniority date with his Employer on the Plan effective date and ending on the Plan effective date, but not in excess of twenty (20) years.

(2) Future Service Retirement Income.

(i) All retired Participants will be credited with an amount of Future Service Retirement Income for the July 1, 1960 through June 30, 1970 Plan Years equal to \$17.00 for each year in which he or she has 2,000 or more hours of service. If the Participant had fewer than 2,000 hours of service in any of those Plan Years, he or she will receive a percentage of \$17.00 in proportion to the number of hours of service. This is subject to any subsequent increases granted by the Board of Trustees.

(ii) Participants retiring on or before June 30, 1986 will be credited with an amount of Future Service Retirement Income equal to 2.0% of the average, monthly, straight time wages earned during each Plan Year from July 1, 1970 on, computed by dividing the total straight time wages earned during the year by 12.

(iii) Each Participant in the Plan retiring on or after July 1, 1986, will be credited with an amount of Future Service Retirement Income equal to 2.1% of the average, monthly, straight time wages earned during each Plan Year from July 1, 1970 on, computed by dividing the total straight time wages earned during the year by 12.

(3) The retirement income of all employees on retirement as of July 1, 1974, who retired prior to that date shall be the amount of retirement income as provided by the Plan just prior to that date, increased by ten percent (10%).

(4) Effective August 1, 1980, the retirement income of all employees on retirement as of April 1, 1980, shall be increased as follows:

First year prior to April 1, 1980 -	5%
First year prior to April 1, 1979 -	8%
First year prior to April 1, 1978 -	11%
First year prior to April 1, 1977 -	14%
First year prior to April 1, 1976 -	17%
Prior to April 1, 1975 -	20%

(5) Effective August 1, 1984, the retirement income of all employees on retirement as of July 1, 1984, shall be increased as follows:

First year prior to July 1, 1984 -	5%
First year prior to July 1, 1983 -	8%
First year prior to July 1, 1982 -	11%
First year prior to July 1, 1981 -	14%
First year prior to July 1, 1980 -	17%
Prior to July 1, 1979 -	20%

(6) Effective, July 1, 1986, the retirement income of all employees on retirement as of June 30, 1986, shall be increased by 10%, and the benefit accrued as of July 1, 1986, of all Participants retiring on or after that date shall be increased by 10%.

(7) Effective July 1, 1987, the retirement income of all employees on retirement as of June 30, 1987, shall be increased by 10%; and the benefits accrued as of July 1, 1987, of all Participants who had performed 160 hours of covered employment in the Plan Year ending on June 30, 1987, shall be increased by 10%.

(8) Effective July 1, 1989, the retirement income of all employees on retirement as of June 30, 1989, shall be increased by 11.55%.

(9) Effective July 1, 1989, in lieu of the amount of Retirement Income required under Subsections (1) through (8) above, each Participant in the Plan retiring on or after July 1, 1989, who had performed 160 hours of covered employment in the Plan Year ending on June 30, 1989, shall be credited with an amount of Retirement Income equal to the sum of the following amounts:

(i) Past Service Retirement Income of \$15.14 multiplied by his or her number of completed years of credited past service during the period of whole years starting with the Participant's latest seniority date with his or her Employer on the Plan effective date, and ending on the Plan effective date, but not in excess of twenty (20) years; plus

(ii) Future Service Retirement Income of:

(A) \$21.44 for each year in which he or she has 2,000 or more hours of service during the July 1, 1960, through June 30, 1970 Plan Years; or, if the Participant had fewer than 2,000 hours of service in any of those Plan Years, a percentage of \$21.44 in proportion to the number of hours of service; plus

(B) 3% of the average, monthly, straight time wages earned during each Plan Year from July 1, 1970, through June 30, 1989, computed by dividing the total straight time wages earned during the year by twelve; plus

(C) 2.1% of the average, monthly, straight time wages earned during each Plan Year from July 1, 1989, on, computed by dividing the total straight time wages earned during the year by twelve.

(D) Effective November 1, 1994, in lieu of the amount of Future Service Retirement Income required under Subsection (9)(ii)(C) above for the period from July 1, 1989, through December 31, 1994, each Participant in the Plan retiring on or after November 1, 1994, who had performed 160 hours of covered employment in either the 1993 or 1994 Plan Years, shall be credited with an amount of Future Service Retirement Income equal to 2.35% of the average, monthly, straight time wages earned during each Plan Year from July 1, 1989, through December 31, 1994, computed by dividing the total straight time wages earned during the year by twelve.

(10) Effective October 1, 1994, the retirement income of all employees on retirement as of October 1, 1994, shall be increased by 3%.

(11) Effective May 1, 1996: the benefits accrued as of January 1, 1995, of all Participants who had performed 160 hours of covered employment in the Plan Year ending on December 31, 1994, and who were not on retirement as of December 31, 1994, shall be increased by 2%; and the retirement income of all employees on retirement as of December 31, 1994, shall be increased as follows:

<u>Effective date of Retirement</u>	<u>Increase</u>
January 1, 1990 to December 31, 1994	2.0%
January 1, 1985 to December 31, 1989	3.0%
January 1, 1980 to December 31, 1984	4.5%
Prior to January 1, 1980	5.5%

(12) Effective July 1, 1998: The retirement income of all employees and beneficiaries on retirement as of December 31, 1996, shall be increased as follows:

<u>Effective date of Retirement</u>	<u>Increase</u>
January 1, 1990 and thereafter	2.0%
January 1, 1985 to December 31, 1989	3.0%
January 1, 1980 to December 31, 1984	4.5%
Prior to January 1, 1980	5.5%

(13) Effective July 8, 1999: the benefits accrued as of December 31, 1997, of all Participants who had performed 160 hours of covered employment in the Plan Year ending on December 31, 1997, and who were not on retirement status on that date, shall be increased by 5%; and the retirement income of all employees on retirement as of December 31, 1997, shall be increased by 5%, effective with payments made on or after January 1, 1998.

(14) The benefits accrued as of December 31, 1998, of all Participants who had performed 160 hours of covered employment in the Plan Year ending on December 31, 1998, shall be increased by 16.8%, effective with payments made on or after January 1, 1999.

(15) Effective November 1, 2000: The retirement income of all employees and beneficiaries in retirement status as of December 31, 1999, shall be increased as follows:

<u>Effective date of Retirement</u>	<u>Increase</u>
January 1, 1995 to December 31, 1999	3%
January 1, 1990 to December 31, 1994	4%
January 1, 1985 to December 31, 1989	5%
January 1, 1980 to December 31, 1984	8%
Prior to January 1, 1980	10%

(16) The benefits accrued as of December 31, 1999, of all Participants who had performed 160 hours of covered employment in the Plan Year ending on December 31, 1999, and who were not in retirement status on that date, shall be increased by 5%, effective with payments made on or after January 1, 2000.

(17) Effective May 1, 2002: The retirement income of all employees and beneficiaries in retirement status as of December 31, 2000, shall be increased as follows:

<u>Effective date of Retirement</u>	<u>Increase</u>
January 1, 1996 to December 31, 2000	2%
January 1, 1991 to December 31, 1995	3%
January 1, 1986 to December 31, 1990	5%
January 1, 1981 to December 31, 1985	7%
Prior to January 1, 1981	10%

(18) The benefits accrued as of December 31, 2000, of all Participants who had performed 160 hours of covered employment in the Plan Year ending on December 31, 2000, and who were not in retirement status on that date, shall be increased by 4.5%, effective with payments made on or after January 1, 2001.

(b) Early Retirement Income.

(1) Reduced Early Retirement. The monthly amount of retirement income payable in the normal form to a Participant retiring on an early retirement date shall be equal to his normal retirement income for service to his early retirement date, actuarially reduced by one-half of 1% for each month the Participant's age at the time of retirement is short of normal retirement age, to reflect the fact that payments are commencing early and will be paid for a longer period than if he had retired on his normal retirement date.

(2) Unreduced Early Retirement. No reduction factor, however, shall be applied to the monthly amount of retirement income payable in the normal form to any Participant retiring on or after August 1, 1977, at age 62 or more with not less than 20 years of Credited Service, or on or after August 1, 1984, at age 60 or more, with not less than 25 years of Credited Service.

(3) Special Early Retirement Window.

(A) For retirements effective (and applied for) during the periods:

(i) between April 1, 1993 and April 1, 1994, only, Participants who have had at least 160 hours of Credited Service in each of at least three (3) Plan Years during the period from July 1, 1987 through December 31, 1992, and

(ii) between April 1, 1995 and April 1, 1996, only, Participants who have had at least 160 hours of Credited Service in each of at least three (3) Plan Years during the period from July 1, 1989 through December 31, 1994, and

(iii) between April 1, 1997 and April 1, 1998, only, Participants who have had at least 160 hours of Credited Service in each of at least three (3) Plan Years during the period from January 1, 1992, through December 31, 1996, and

(iv) between April 1, 2000, and January 1, 2001, only, Participants who have had at least 160 hours of Credited Service in each of at least three (3) Plan Years during the period from January 1, 1995, through December 31, 1999,

shall have reductions applied to the monthly amount of his or her Normal Retirement benefits, according to the following table:

<u>Years of Credited Service</u> <u>at Retirement:</u>	<u>1/4 of 1% Reduction for Each Month</u> <u>Retirement Age Precedes Age:</u>
Less Than 20 years	65
20 to 24 years	62
25 or more years	60

(B) For retirements effective (and applied for) during the period July 1, 2003 to June 30, 2004, Participants who are at least age 55 on their pension effective date, and whose age and years of Credited Service together total at least 80, shall receive a monthly retirement benefit in an amount equal to his or her unreduced Normal Retirement benefit, provided the applicable condition below has been met:

(i) for retirements effective between July 1, 2003 and December 31, 2003, the Participant had at least 160 hours of Credited Service in each of the Plan Years 2000, 2001 and 2002, or

(ii) for retirements effective between January 1, 2004 and June 30, 2004, the Participant had at least 160 hours of Credited Service in each of the Plan Years 2001, 2002 and 2003.

(c) **Disability Retirement Income.** A Participant who retires on a disability retirement date in accordance with Section VIII shall be entitled to a disability retirement income commencing on his disability retirement date equal in value to his normal retirement income for service to his disability retirement date.

(d) **Postponed Retirement Income.** If a Participant retires on a postponed retirement date, his retirement income commencing on his postponed retirement date will be equal to his normal retirement income for service to his postponed retirement date.

2. For Participants in collective bargaining units covered as of any deferred effective date: The normal, early, disability or postponed retirement benefits of employees qualified to retire as Participants in any collective bargaining unit admitted to coverage on a deferred effective date, shall be as the Trustees shall determine in accordance with the provisions of Section XXI.

SECTION XII. NORMAL FORMS OF RETIREMENT

1. Life Annuity With 60-Month Guarantee.

The normal form of Retirement Income for any Participant who is not married at the time of retirement, or who, if married, has expressly rejected the 50% Joint and Survivor Annuity with the consent of his or her spouse in the proper form as provided in Subsection 2 herein, shall consist of monthly payments computed in accordance with the provisions of Section XI commencing on his or her normal, early, disability or postponed retirement date and terminating with the later of (a) the 60th monthly payment, or (b) the payment for the month in which his death occurs. Any of the first 60 monthly payments remaining unpaid at the time of death of the Participant shall be made to his or her beneficiary or beneficiaries.

2. Qualified Joint & Survivor Annuity.

(a) The normal form of benefit for any married Participant, whether retiring on normal, early, disability or postponed retirement, shall, unless the Participant and his or her spouse have expressly waived it as hereinafter provided, be an actuarially reduced 50% Joint and Survivor Annuity consisting of a reduced annuity for life to the Participant with a survivor annuity to his or her spouse which is equal to one-half of the amount of the annuity payable during their joint lives, and the whole of which is the actuarial equivalent of the life annuity form of retirement income provided for in Subsection 1 above.

(b) The Participant shall have the right during the ninety (90) day period next prior to the annuity starting date, to waive, or having waived, to reinstate the Joint and Survivor form of annuity any number of times, by notice in writing to the Administration Office. However, no such waiver shall be effective unless consented to in writing by the spouse, stating his or her understanding of the effect of the waiver, of his or her right to consent or refuse to consent thereto, and witnessed either by a Plan representative or Notary Public. The Participant and spouse shall, within a reasonable period of time prior to annuity starting date, be supplied with a full explanation of the 50% Joint and Survivor Annuity, his or her right to waive or reinstate it any number of times during the ninety (90) day period, the effect of his or her failure to waive upon the rights of each of them, and the right of the spouse to consent or withhold consent thereto.

(c) If there is no surviving spouse, or if the spouse cannot be located, or because of such other circumstances as the Secretary of Labor may by regulation prescribe, the Participant may choose any other form of benefit provided by the Plan.

3. Any Participant who is not married at the time of retirement or who has expressly rejected the 50% Joint and Survivor Annuity in favor of his or her spouse may, in lieu of the normal form of Retirement Income, elect the optional forms of Retirement Income provided in Section XIII, upon compliance with the requirements of that Section. If any Participant, however, subject to the provisions of Subsection 2 hereof, fails to notify the Board of Trustees upon retirement of his or her rejection of the 50% Joint and Survivor Option in favor of his or her spouse, such Participant shall be deemed to have canceled any other form of Optional Retirement Income previously elected by him or her as provided in Section XIII.

SECTION XIII. OPTIONAL FORMS OF RETIREMENT

1. In lieu of the normal form of retirement income, the non-married Participant or the married Participant who subsequently rejects the 50% Joint and Survivor Annuity in favor of his spouse as provided in Section XII.2, shall have the right to elect by written notice filed with the Administrator at any time prior to his or her annuity commencement date, a retirement income in one of the following forms:

(a) Optional Joint and Survivor Annuities. A reduced retirement income to a married Participant with an amount equal to 66 $\frac{2}{3}$ % or 100% thereof payable to the spouse of the Participant as a contingent annuitant if surviving the Participant; or

(b) Contingent Annuitant Options. A reduced retirement income to a Participant with an amount equal to 50%, 66 $\frac{2}{3}$ %, or 100% thereof payable to a designated contingent annuitant other than spouse, if such contingent annuitant shall survive him; or

(c) Pop-Up Option. Participants retiring after October 1, 1991, may elect to take a reduced retirement income, with an amount equal to 50% thereof payable to a designated beneficiary, if such beneficiary survives the Participant. However, if the designated beneficiary does not survive the Participant, the benefits payable to the Participant during his or her lifetime shall be increased to the amount that the Participant would have received if he or she had elected a single life annuity under Section XII.1; or

(d) Social Security Adjustment Option. Participants retiring on or after July 1, 1974, on early retirement pursuant to Section VII, may elect to take an actuarially adjusted retirement benefit, payable in a greater amount during the period before commencement of primary Social Security retirement benefits and a lesser amount thereafter, so calculated as to produce as nearly as possible equivalent retirement income to the Participant both before and after the commencement of Social Security retirement benefits.

2. Optional forms of retirement shall be actuarially equivalent in value to the normal form of retirement income provided in Section XII.1 hereof and must be made at least annually and in substantially equal installments. An election shall be deemed automatically revoked by any married Participant who does not reject the 50% Joint and Survivor Annuity in favor of his spouse as herein provided in Section XII.2.

3. If a contingent annuitant designated by the Participant who has elected one of these options predeceases the Participant before the Participant's actual retirement, the election of an option shall become null and void and of no effect. Once a Participant elects an option and receives his or her first benefit payment, it cannot be changed or rescinded without permission of the Pension Trustees, except as expressly provided herein. Permission may be subject to satisfactory evidence of good health by the contingent annuitant.

SECTION XIV. SUSPENSION OF BENEFITS

1. The benefits of any Participant on retirement shall be suspended during any month in which he or she was employed for forty hours or more in Industry Service anywhere in the State of California, except that benefits shall not be suspended on or after April 1 of the year following the close of the calendar year in which the Participant attains age 70½.

2. The Participant shall give notice in writing to the Administration Office prior to acceptance of such employment, of his or her intent to be so employed, giving the name of the employer, the address of the job site and the probable length of employment. In the event of his or her failure to do so, it shall be presumed that, in any month in which it is found that he or she accepted such employment, he or she worked forty or more hours.

3. The Participant shall give notice to the Administration Office when he or she ceases such employment at which time the benefit payments shall be resumed effective the first day of the calendar month following the month in which he or she was last so employed or following the month in which he or she gives the required notice, whichever is later.

4. A Participant may, prior to acceptance of any employment, request a determination by the Administration Office as to whether any intended employment will result in suspension of his or her benefits as herein provided.

5. The Plan may at reasonable intervals request from any retired Participant reasonable information to verify that he or she is not employed, or if employed, not on work of the sort described in Subsection 1 hereof and in Section 1, Subsection 21 of the Plan, and may withhold benefit payments until he or she has complied. Such information may include W-2 forms and any other reasonably pertinent information.

6. Any payments made by the Plan during such periods in which a Participant's benefits should have been suspended shall be deducted from further benefit payments, but not in excess of twenty-five percent (25%) of any one monthly payment (except that the 25% limitation on offsets shall not apply to the initial payment).

7. In the event of a dispute as to the application of any of the provisions of this section, a Participant may, within thirty (30) days of notification of any ruling by the Administration Office or

the Board of Trustees, appeal from the same in accordance with the provisions of Section XX hereof, including without limitation the right to rebut any presumptions arising under this Section.

SECTION XV. PRE-RETIREMENT DEATH BENEFITS

1. Qualified Pre-Retirement Survivor Annuity.

(a) In the event of the death prior to retirement of a married Participant with a vested interest, the 50% survivor annuity as provided in Section XII.2 shall be payable to the surviving spouse. The benefit shall be computed as of the date of death of the Participant, but shall not be payable in any event until the month in which the Participant, if not already eligible, would, if living, have become eligible for Early Retirement at age 55. At that time, the surviving spouse may request payment to commence immediately, subject to an actuarial reduction in accordance with the provision of Section XI.1.(b). His or her failure to do so shall be deemed an election to defer payment to the date the deceased Participant would have reached Normal Retirement Age 65. The surviving spouse has the right to waive this benefit and choose the 120 month benefit described in Subsection 2 hereof.

(b) The Participant, as in the case of the post-retirement survivor benefit, has the same right to waive the benefit, but only with the written consent of the spouse, as provided in Section XII.2. The Participant shall be supplied with a full explanation of the benefit on the later of the first day of the Plan Year in which the Participant attains age thirty-five, or if already thirty-five, the first day of the Plan Year in which his interest vests. Thereafter, the Participant may waive this benefit or reinstate it as many times as he wishes at any time prior to his death or retirement, but only with the written consent of his spouse as provided in Section XII.2.

2. Plan Death Benefit.

(a) In lieu of the benefit provided in Subsection 1 of this Section, the designated beneficiary of a qualified Participant shall receive the following Plan Death Benefit. A qualified Participant means any Participant who either has accrued ten years of Credited Service or attained age 55 and accrued five years of Credited Service, and who either is single, or is married and has elected this benefit and designated a beneficiary on a form acceptable to the Trustees with the written consent of his or her spouse, properly notarized or witnessed by a Plan Representative.

(b) The designated beneficiary means any person or persons that the Participant designates in writing, subject to the following conditions:

(1) No designation by a married Participant of anyone other than the Participant's spouse shall be effective unless the spouse has properly consented in writing to that designation. If a married Participant and spouse waive the Qualified Pre-Retirement Survivor Annuity but fail to name a beneficiary, the Plan shall presume that the spouse was intended as beneficiary.

(2) The designation of a spouse as beneficiary for this benefit shall be automatically revoked by the dissolution of the marriage of the Participant and that spouse, unless the designation is preserved in a Qualified Domestic Relations Order at the time of the dissolution, or reinstated in writing by the Participant.

(3) If a non-married Participant has a minor child or minor children at the time of his death, the child or children shall be the beneficiary in lieu of any person named by the Participant.

(c) If a designated beneficiary dies before receiving the full benefit, or a non-married Participant fails to designate a beneficiary, any unpaid benefits shall be paid to the Participant's spouse, if the Participant was married at the time of his or her death and the spouse is alive at the time of the death of the beneficiary, but if not, to the Participant's children, if any are living.

(d) The amount of the benefit shall be the Participant's normal benefit earned to the date of the Participant's death. This benefit shall be payable on the first day of the month following the date of the Participant's death, and shall commence when the Trustees determine who is to receive the benefit. This benefit shall terminate when the beneficiary or beneficiaries have received 120 monthly payments, or when there is no qualified beneficiary, whichever is earlier.

SECTION XVI. AMENDMENTS AND TERMINATION OR MERGER

1. It is intended that the Plan will continue indefinitely, but the Trustees reserve the right to amend the Plan at any time provided no such amendment shall be allowed which will reduce the interest of any Participant which is then vested, or divert any portion of the Fund to any purpose other than for the exclusive benefit of Participants or their beneficiaries.

2. In the event of termination of the Plan, the assets of the Plan and the Trust shall be allocated in accordance with the provisions of Section 4041A, et seq., of the Employee Retirement Income Security Act of 1974, as amended. In the event of the termination, whether partial or complete, of the Plan, the interests of all affected Participants shall be regarded as 100% vested to the extent funded.

3. No merger of the Plan with any other plan, or transfer of its assets, shall be permitted which would result in any Participant receiving a benefit immediately after the merger or transfer less than the benefit he would have been entitled to if the Plan had been terminated immediately prior thereto.

SECTION XVII. INALIENABILITY

No Participant or any other person having or claiming to have any interest of any kind or character in or under this Plan or in the Trust Fund or any part thereof or payment therefrom will have any right to sell, assign, transfer, convey, hypothecate, anticipate, or otherwise dispose of such interest, and such interest shall not be subject to any liabilities or obligations of, or any bankruptcy

proceedings, claims of creditors, attachment, garnishment, execution, levy or other legal process against such person or his property.

SECTION XVIII. FACILITY OF PAYMENT

If any Participant, retired Participant, or contingent annuitant eligible to receive payments under the Plan is, in the opinion of the Pension Trustees, legally, physically, or mentally incapable of personally receiving and receipting for any payment under this Plan, the Pension Trustees may direct payments to such other person, persons, or institution, who in the opinion of the Pension Trustees, are then maintaining or have custody of such payee, until claim is made by a duly appointed guardian or other legal representative of such payee. Such payments will constitute a full discharge of the liability of the Plan to the extent thereof.

SECTION XIX. LIMITATION OF BENEFITS

The annual retirement benefit provided by the Plan shall not exceed the amount permitted by Internal Revenue Code Section 415.

SECTION XX. APPEALS

- 1.** Any Participant or beneficiary aggrieved by any act or omission to act or decision of the Board of Trustees, the Administrator or any other Plan Fiduciary, including the denial in whole or in part of a claim for benefits, may request a review of the same by notice in writing to the Administrator.
- 2.** The notice must set forth the substance of the grievance and must be sent no later than sixty (60) days after receipt of notice of a claim denial or after the grievant first knew, or in the exercise of reasonable care should have known, of the circumstances giving rise to the grievance. Upon receiving such notice, the Administrator shall place the matter on the agenda of the next meeting of the Board of Trustees or, if there is not sufficient time, the next meeting thereafter, and shall notify the grievant of the time and place of the meeting. The grievant may appear in person and/or be represented by his attorney and may submit any written material or oral testimony he wishes. The grievant may review all relevant non-confidential documents in the Plan Administration office before the meeting. The Board of Trustees shall then, without reasonable delay, decide the matter and send a written decision to the grievant. In the case of an appeal of a claim denial, the decision shall under no circumstances be rendered later than the third regular quarterly meeting after notice of appeal has been received in the Plan Administration office.
- 3.** The Board of Trustees shall have full and exclusive discretionary authority to interpret Plan language and to resolve all claims or disputes regarding right, type, amount or duration of benefits, or claim to any payment from this Trust, and the Board's decision shall be final and binding on all parties.

4. Claims and appeals for Disability Retirement benefits filed on or after January 1, 2002 shall be governed by the "Special Claims and Appeals Procedures for Disability Retirement Benefits," set out in Section XXI, subsection 7.

SECTION XXI. MISCELLANEOUS PROVISIONS

1. **Extension to New Bargaining Units:** The Trustees may extend the benefits of the Plan to the employees in new and additional collective bargaining units but only if in the judgment of the actuary the admission of such additional units will not adversely affect the soundness of the Plan with respect to units already covered thereby. In no event, however, shall past service credits be allowed to the employees in any such new unit admitted to participation on or after June 1, 1971, unless fully funded, except upon the express agreement in writing of the Employer or Employers in the new unit to assume the entire liability therefor and to make such payments to the Trust Fund, in addition to the regular rates of contribution required of all Employers, as shall be sufficient in the judgment of the actuary to fund the same within actuarially acceptable limits. The effective date of the Plan as to any such new unit shall be the first day of the month during which Employers are first required to make payments with respect to the employees in the unit.

2. The Plan shall be construed, regulated and administered under the applicable laws of the United States.

3. **Qualified Domestic Relations Orders:** The benefits provided by this Plan are subject to any qualified domestic relations order which creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan. It includes any judgment, decree or order (including approval of a property settlement agreement) which relates to the provision of child support, alimony payments or marital property rights to a spouse, child or other dependent of a Participant and is made pursuant to a State Domestic Relations Law (including a community property law). In the event that the Plan should be served with an order, it shall promptly notify the Participant and any other alternate payee of the order and of the Plan Administrator's procedures for determining the qualified or unqualified status of the order.

4. If, prior to a Participant's annuity starting date, the Lump Sum Present Value of the Participant's vested benefit is \$5,000 or less, the amount due may be paid by the Trust in one lump sum distribution without the consent of the Participant or the Participant's spouse.

5. The effective date of this Restatement is July 1, 2004, except that provisions of the Plan adopted before that date shall be effective in accordance with the amendment or restatement in which they were adopted.

6. **Rollovers of Distributions.**

(a) This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions.

(1) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the distributee or the joint lives or joint life expectancies of the distributee and the distributee's designated beneficiary; or for a specified period of ten years or more;

(B) any distribution to the extent that such distribution is required under section 401(a)(9) of the Internal Revenue Code; and

(C) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(3) Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(4) Direct Rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

7. Special Claims and Appeals Procedures for Disability Retirement Benefits.

These special claims and appeals procedures shall apply to all claims for Disability Retirement benefits filed on or after January 1, 2002.

(a) Filing a Claim for Disability Retirement Benefits: To file a claim for Disability Retirement benefits, the Participant must submit a completed application form, with proof of disability, to the Trust Fund Office. Along with the claim form, the claimant may submit written comments, documents, records or other information relating to his or her claim. The Plan will provide access to and/or copies of all documents, records and other information relevant to the claim, upon request and free of charge. An authorized representative may act on behalf of the claimant in filing a claim for Disability Retirement benefits under this Plan.

(b) Notification Rules If The Claim For Benefits is Denied

(1) Time Limits and Requests for Additional Information. If a claim for Disability Retirement benefits is denied, the Plan will notify the claimant as soon as reasonably possible, but no later than 45 days after the Plan received the claim. That time period may be extended for up to two additional 30-day periods, but only due to matters beyond the Plan's control. If the Plan needs a 30-day extension, it will notify the claimant, within 45 days of receiving the claim, of the following:

- (A) the reason for the delay,
- (B) the expected date of decision,
- (C) the basis on which the decision will be made,
- (D) any unresolved issues preventing a decision now, and
- (E) any additional information the Plan needs to make the decision.

The claimant will then have up to 45 days to provide the specified information. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.

(2) Contents of Notice. The Plan will provide the claimant with written notice if his or her claim for disability benefits is denied. The notice will include the following information:

- (A) a statement of the specific reason(s) for the denial;
- (B) reference to the specific Plan provision(s) on which the denial was based;
- (C) if the Plan's decision relied upon an internal Plan rule, guideline, protocol or similar criterion, either the specific rule, or a statement that the specific rule was relied upon and that a copy of such rule will be provided free of charge upon request;
- (D) a description of any additional information or documents that the claimant will need to submit if he or she wants the claim to be reconsidered, and an explanation of why that information is necessary;
- (E) a description of the Plan's appeal procedures. These will be found in a separate document, and must be followed in appealing the denial of benefits; and
- (F) a statement of the claimant's right to bring a civil action under ERISA § 502(a), if the appeal is unsuccessful.

(c) Appeal Procedures

- (1) If a claim for Disability Retirement benefits has been denied, the claimant may appeal the denial to the Board of Trustees. Appeals must be in writing, and state in detail the matter or matters involved. To submit an appeal, the claimant must send a letter with any documents and information that he or she wants the Board to consider, to:

California Winery Workers' Pension Trust Fund
P.O. Box 9800
Fresno, CA 93794

Claimants must submit their appeals within 180 days of receiving a denial of benefits. If a claimant does not submit an appeal within 180 days of receiving a denial, he or she will be deemed to have waived any objection to the denial.

- (2) The Board of Trustees has full discretionary authority to decide upon Plan benefits, to interpret the Plan language conclusively and to make a final determination of the rights of any Participant, beneficiary, assignee, or other person with respect to Plan benefits.
- (3) Standard for Review. In deciding the appeal, the Board of Trustees will take into account everything that the claimant submitted, even material that was submitted or considered in the initial benefit determination. The Board of Trustees will not give deference to the initial determination. Neither a person who made the initial determination nor such a person's subordinate will take part in the decision on appeal.
- (4) In deciding an appeal that is based in whole or in part on a medical judgment, the Board of Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The Board of Trustees will identify to the claimant any medical or vocational experts whose advice was obtained by the Plan in connection with the decision, whether or not the advice was relied upon in making the decision. The health care professional consulted on appeal will not be an individual who was consulted in connection with the initial benefit denial, or such a person's subordinate.
- (d) Notification of the Board's Decision on Appeal
- (1) Time Limits. The Board of Trustees will render a decision on appeal at the meeting immediately following the filing of the appeal, unless the appeal is filed within 30 days of the meeting, in which case the decision may be made at the second meeting following the appeal.

- (2) If special circumstances (such as the need for a hearing) require further extension, the decision will be made no later than the third meeting following the filing of the appeal. In such cases, the Plan will notify the claimant in writing of the extension, describing the special circumstances and the date the determination will be made, before the extension begins.
- (3) The Plan will notify the claimant of the decision as soon as possible, but no later than 5 days after the decision is made. The Plan's response period will be extended by any additional time it takes for the claimant to provide the requested information.
- (4) Contents of Notice. The Plan will send the claimant written notice of the Board of Trustees' decision on appeal. If the appeal has been denied, the notice will include the following information:
 - (A) the specific reason(s) for the denial;
 - (B) reference to the specific Plan provision(s) on which the denial is based;
 - (C) if the decision relied upon an internal Plan rule, guideline, protocol or similar criterion, either the specific rule, or a statement that the specific rule was relied upon and that a copy of such rule will be provided free of charge upon request;
 - (D) a statement that the claimant may view and receive copies of documents, records or other information relevant to the claim, upon request and free of charge; and
 - (E) a description of any further appeal procedures, and the claimant's right to receive information about the procedures, and the claimant's right to bring a civil action under ERISA § 502(a).
- (5) The procedures specified in this section shall be the sole and exclusive procedures available to any such individual who is dissatisfied with an eligibility determination or benefit award, or who is adversely affected by any action of the Trustees, the Trust Fund Office or any other Plan fiduciary. The Board of Trustees shall have full discretionary authority to interpret Plan language and to decide all claims or disputes regarding right, type, amount or duration of benefits, or claim to any payment from this Trust. The decision of the Board of Trustees on any matter within its discretion shall be final and binding on all parties.