

U. A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

FIRST AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 7th day of April, 2015, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. Amended Article III, Section 2(a) to read in its entirety, and to be effective July 1, 2014:

2. NORMAL RETIREMENT BENEFITS.

(a) Except for Employees working as a Residential Specialist under a Collective Bargaining Agreement of U. A. Local No. 159 on or after July 1, 1999, the monthly benefit of any employee retiring on or after January 1, 1987, shall be the sum of benefits based on his/her credited Past and Prior Service under any one or ones of the Prior Plans of the participating Local Unions, plus the amounts provided in the following table for full years of Benefit Credit for Current Service, and proportional amounts for fractions thereof:¹

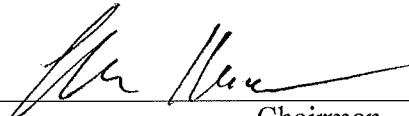
PLAN YEAR	MONTHLY BENEFIT
July, 1976 - June, 1977	\$ 32.00
July, 1977 - June, 1978	32.00
July, 1978 - June, 1979	32.00
July, 1979 - December, 1979	32.00
January - December, 1980	33.00
January - December, 1981	40.00
January - December, 1982	52.00
January - December, 1983	68.00
January - December, 1984	126.00
January - December, 1985	105.00
January - December, 1986	112.00
January - December, 1987	110.00
January - December, 1988	120.00
January - December, 1989	70.00
January - December, 1990	30.00 ²
January - December, 1991	30.00 ²
January - December, 1992	84.00
January - December, 1993	64.00
January - December, 1994	73.00
January - December, 1995	50.00
January - December, 1996	70.00
January - December, 1997	70.00
January - December, 1998	80.00
January - December, 1999	70.00

January - December, 2000	77.00
January 2001 - December 2004	100.00
January - December, 2005	120.00
January 2006 - December 2007	130.00
January 2008 - December 2012	115.00
January 2013 - June 2014	163.00
July 2014 & thereafter	176.00

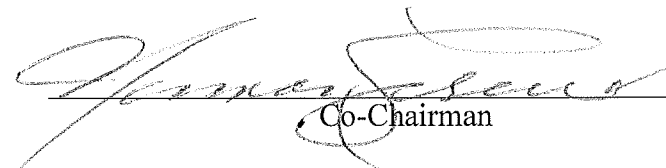
¹ This table and the table in subsection (b) apply only to participants who were members of U. A. Local No. 159 for the entire period shown. If a participant was a member of one of the other sponsoring Local Unions of the Bay Area Pipe Trades Pension Plan for any of the Plan Years shown, then his/her benefit for those years shall be determined under the rules in effect for members of the Local Union of which he/she was a member, as stated in the Plan documents then in effect.

² For the 1990 and 1991 Plan Years only, any employee who had already accrued 25 Years of Benefit Credit and 25 years of Vesting Credit at the beginning of either of those Plan Years will receive \$40.00 of Benefit Credit for each of those Plan Years in which the employee had the proper number of credits.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.


Chairman

Date: 4/7/15


Co-Chairman

Date: 4-7-15

U. A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

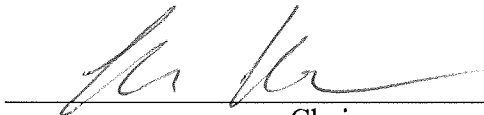
SECOND AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 11th day of August, 2015, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. Amended Article I, Section 8 to read in its entirety as follows, and to be effective January 1, 2007:

8. CREDITED SERVICE shall consist of Credited Past Service, if any, Credited Prior Service, if any, and Credited Current Service. In addition, if an Employee qualifies for pension credit under the Veterans Reemployment Rights Act, 38 U.S.C. § 2021, et seq., or the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq., his/her qualifying military service shall be computed in accordance with 38 U.S.C. § 4318. Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code. In addition, if an Employee dies while performing qualifying military service, such qualifying military service shall be treated as Credited Service for purposes of vesting only. Survivors of a participant who dies while performing qualified military service are entitled to any additional benefits that would be provided under the Plan if the participant had resumed covered employment and then terminated such employment on account of death.

IN WITNESS of the adoption of this amendment at the meeting on the 11th day of August, 2015, the Chairman and Co-Chairman hereby subscribe their names.



Chairman



Co-Chairman

U. A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

THIRD AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 20th day of October, 2015, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. Amended Article II, Section 4, to read in its entirety as follows:

DISABILITY RETIREMENT BENEFITS.

(a) An Employee shall be eligible for disability retirement if he/she becomes Totally and Permanently Disabled and meets all of the following requirements:

- (1) Any one of the following:
 - (A) He/she meets the credited service requirement for a disability retirement under a Prior Plan; or
 - (B) He/she has ten (10) years of Vesting Credits, not counting credits conferred under Article I, Section 13(b)(3), and at least ten (10) years of Benefit Credits, regardless of age; or
 - (C) He/she has at least five (5) years of Vesting Credits, not counting credits conferred under Article I, Section 13(b)(3), and at least five (5) years of Benefit Credits and has attained age 55 or more and has a Social Security Disability Award;
 - (D) He/she has at least nine and a half (9.5) years of Vesting Credits, not counting credits conferred under Article I, Section 13(b)(3), and at least ten (10) years of Benefit Credits, and has attained age 54 or more, and has the written opinion of a licensed physician that he/she has a likelihood of dying within 6 months.

and

- (2) He/she has been credited with at least three hundred (300) hours of Covered Employment, or he/she performed 300 hours of employment for which contributions were made to the U. A. Local No. 159 Health and

Welfare Plan, during any one of the three (3) Plan years ending with the year that the disability began.

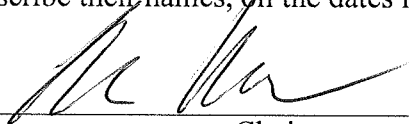
(b) Total and Permanent Disability, for the purpose of this Section, shall mean disability by reason of bodily injury or disease which permanently incapacitates an Employee from regularly performing work coming within the jurisdiction of the Pipe Trades Industry, except disability resulting from self-inflicted injury or the habitual use of narcotics or alcoholic beverages. The Trustees may, within their sole discretion from time to time, require satisfactory evidence of continued disability.

(c) The Board may accept as evidence of total and permanent disability an award of Social Security Disability Benefits, or require any other evidence satisfactory to them that the Employee is, in fact, totally disabled to the extent that he/she is unable to perform work in the Pipe Trades Industry.

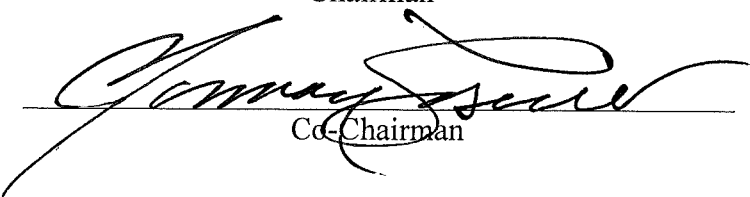
(d) Payment of disability benefits shall be made retroactive to the later of: (1) the date of the onset of disability; or (2) the first day of the month following the date the application for disability retirement benefits was received by the Trust Fund Office.

(e) If an Employee's Total and Permanent Disability ceases, his/her Disability Retirement Benefits shall be terminated, subject to the reinstatement rules stated in Article VII.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.


Chairman

Date: 12/8/15


Co-Chairman

Date: 12/8/15

U. A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

FOURTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 9th day of February, 2015, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. Amended Article II. Sections 1 and 2, to read in their entirety as follows:

1. NORMAL RETIREMENT BENEFITS. An Employee shall be eligible to receive Normal Retirement Benefits if he/she meets all of the following requirements:

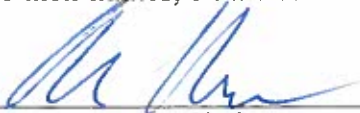
- (a) He/she is at least 65 years of age or the 5th anniversary of the time a plan participant commenced participation in the Plan, whichever is later; and
- (b)
 - (1) He/she meets the credited service requirement for a normal retirement under a Prior Plan; or
 - (2) He/she has at least ten (10) years of Vesting Credits; or
 - (3) He/she has reached the tenth anniversary of his/her Enrollment Date without a permanent break in service; or
 - (4) His interest in the Plan has vested, as defined under Article I, Section 13(d); and
- (c) He/she has stopped working in the Pipe Trades Industry.

2. EARLY RETIREMENT BENEFITS. An Employee or former employee shall be eligible for Early Retirement Benefits, reduced in accordance with Article III, Section 3(a), if he/she meets all of the following requirements:

- (1) He/she has at least ten (10) years of Vesting Credits, not counting credits conferred under Article I, Section 13(b)(3);
- (2) He/she is at least 55 years of age;
- (3) He/she meets the credited service requirements for an early retirement under a Prior Plan, or has at least ten (10) years of Benefit Credits; and

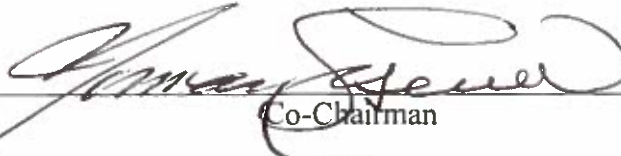
(4) He/she has ceased working in the Pipe Trades Industry.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.



Chairman

Date: 2/16/16



Co-Chairman

Date: 2/16/16

U. A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

FIFTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 7th day of April, 2016, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. Amended Article III, Section 12, to read in its entirety as follows:

12. **BENEFIT INCREASES.** Whenever the condition of the Plan warrants, and the Trustees have the advice of professional consultants to the Plan that they may do so consistently with their fiduciary responsibility and without affecting the actuarial soundness of the Plan, the Trustees may, from time to time, increase the level of benefits payable to the employees already on retirement upon such terms and conditions as they shall deem reasonable. Upon the advice of the professional consultants that they may do so consistently with the above policy, the Trustees grant the following increases:

- (a) Effective July 1, 1986, the monthly benefits of all retirees age 65 or over as of July 1, 1986, who have been receiving retirement benefits for five (5) or more years shall be increased by \$40.00. This increase shall be given without reduction even if the Employee's benefit amount was reduced under rules applicable to the type of retirement or form of benefit which the Employee elected.
- (b) Effective January 1, 1989, the benefits payable to employees who are already on retirement on December 31, 1987, and who had attained age 60 thereto, are increased by ten percent (10%). This increase shall also be paid to survivors of deceased retirees; however in no event shall the increase payable to the survivor(s) be less than \$50 per month, or more than \$100.00 per month.

In addition to the amounts provided herein, the Board of Trustees may, from time to time, provide for the payment of a Supplemental Retiree Benefit on a one-time basis, subject to any limitations in the collective bargaining agreement or Trust Agreement, but otherwise at their exclusive discretion., as shown on Appendix A.

2. A new Appendix A is added to the end of the U.A. Local No. 159 Pension Plan:

2015

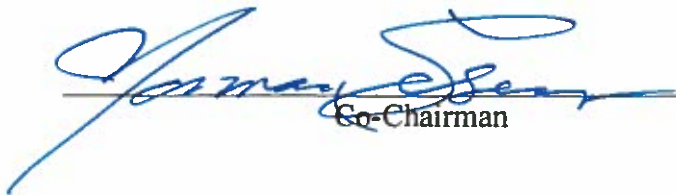
A Supplemental Retiree Benefit shall be distributed for 2015 in equal shares of the funds allocated for this purpose to any participant who was: 1) alive on January 1 of 2015; 2) in pay

status under the Defined Benefit Plan at the time of payment of this benefit; and 3) a member in good standing with U. A. Local No. 159. If a participant does not survive from January 1, 2015 until payment, the participant's surviving spouse, if any, shall receive the payment, if alive when this benefit is paid. The amount of the benefit for 2015 is \$242.21 per eligible participant.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.


Chairman

Date: 4/7/16


Co-Chairman

Date: 4/7/16

U. A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

SIXTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 4th day of October, 2016, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. Amended Article II, Section 2, to read in its entirety as follows:

2. **EARLY RETIREMENT BENEFITS.** An Employee or former employee shall be eligible for Early Retirement Benefits, reduced in accordance with Article III, Section 3, if he/she meets all of the following requirements:

- (1) He/she has at least ten (10) years of Vesting Credits, not counting credits conferred under Article I, Section 13(b)(3);
- (2) He/she is at least 55 years of age;
- (3) He/she meets the credited service requirements for an early retirement under a Prior Plan, or has at least ten (10) years of Benefit Credits; and
- (4) He/she has ceased working in the Pipe Trades Industry.

2. Amended Article III, Section 3, to read in its entirety as follows:

3. **EARLY RETIREMENT BENEFITS.**

An employee's Early Retirement Benefit under Article II, Section 2, will be equal to his/her Normal Retirement Benefit based upon his/her Years of Benefit Credit, reduced by $\frac{1}{4}$ of 1% for each month the effective date of the early retirement precedes the effective date of his/her Normal Retirement, to age 60, and by $\frac{1}{2}$ of 1% for each month the Early Retirement precedes his/her 60th birthday. However, there shall be no such reduction in the Early Retirement Benefits of Employees retiring in Plan Years January 1 to December 31, 1987, January 1 to December 31, 1988, January 1 to December 31, 1989, and January 1 to December 31, 1990, and for the period from January 1, 1991, through June 30, 1991, for Employees who are age 60 or over and have had 300 or more hours of covered employment in any one of the three (3) Plan Years immediately preceding the date of retirement.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.



Chairman

Date: 10-4-16



Co-Chairman

Date: 10-4-16

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

SEVENTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 12th day of April 2017, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. A new Section is added to Appendix A at the end of the U.A. Local No. 159 Pension Plan:

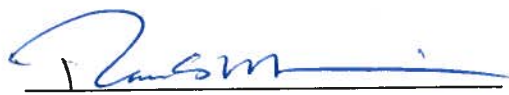
2016

A Supplemental Retiree Benefit shall be distributed for 2016 in equal shares of the funds allocated for this purpose to any participant who was 1) alive on January 1 of 2016; 2) in pay status under the Defined Benefit Plan at the time of payment of this benefit; and 3) a member in good standing with U.A. Local No. 159. If a participant does not survive from January 1, 2016 until payment, the participant's surviving spouse, if any, shall receive the payment, if alive when this benefit is paid. The amount of the benefit for 2016 is \$221.75 per eligible participant.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.


Chairman

Date: 4-12-17


Co-Chairman

Date: 4/12/17

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

EIGHTH AMENDMENT

RECEIVED

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Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 22nd day of August 2017, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. A new Section 11 is added to Article X of the Plan to read as follows:

11. WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTIONS. By participating in the Plan, Participants, Employees, and beneficiaries waive, to the fullest extent permitted by law, whether or not in court, any right to commence, be a party in any way, or be an actual or putative class member of any class, collective, or representative action arising out of or relating to any dispute, claim or controversy relating to the Plan, and Participants, Employees and beneficiaries agree that any dispute, claim or controversy may only be initiated or maintained and decided on an individual basis.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.


Chairman

Date: 8-22-17


Co-Chairman

Date: 8.22.17

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN

(As Revised October 1, 2014)

EIGHTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 22nd day of August 2017, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. A new Section 11 is added to Article X of the Plan to read as follows:

11. WAIVER OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTIONS. By participating in the Plan, Participants, Employees, and beneficiaries waive, to the fullest extent permitted by law, whether or not in court, any right to commence, be a party in any way, or be an actual or putative class member of any class, collective, or representative action arising out of or relating to any dispute, claim or controversy relating to the Plan, and Participants, Employees and beneficiaries agree that any dispute, claim or controversy may only be initiated or maintained and decided on an individual basis.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.



Chairman

Date: 8-22-17



Co-Chairman

Date: 8.22.17

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN
(As Revised October 1, 2014)

NINTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 22nd day of February, 2018, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. A new Section is added to Appendix A at the end of the U.A. Local No. 159 Pension Plan:

2017

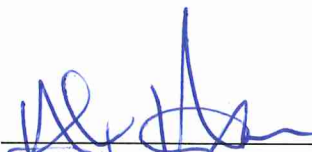
A Supplemental Retiree Benefit shall be distributed for 2017 in equal shares of the funds allocated for this purpose to any participant who was 1) alive on January 1 of 2017; 2) in pay status under the Defined Benefit Plan at the time of payment of this benefit; and 3) a member in good standing with U.A. Local No. 159. If a participant does not survive from January 1, 2017 until payment, the participant's surviving spouse, if any, shall receive the payment, if alive when this benefit is paid. The amount of the benefit for 2017 is \$271.25 per eligible participant.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.



Chairman

Date: 2-22-18



Co-Chairman

Date: 2/22/18

U.A. LOCAL NO. 159 DEFINED BENEFIT PLAN

(As Revised October 1, 2014)

TENTH AMENDMENT

Pursuant to the powers conferred on them by Section 4.4.01 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 22nd day of February 2018, amended the Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by subscribing their names hereto:

1. Effective April 1, 2018, Article X, Section 2(c) is amended in its entirety to state as follows:

(c) Claims and appeals for Disability Retirement benefits, Special Disability benefits, and ability to avoid permanent break in service shall be governed by the "Special Claimant and Appeals Procedures for Disability Retirement Benefits, Special Disability Benefits, and Ability to Avoid Permanent Break in Service," set out in Article X, Section 10.

2. Effective April 1, 2018, Article X, Section 2 is amended to add the following new subsection (d) to state as follows:

(d) The denial of an application or claim after the right to review has been waived or the decision of the Board of Trustees on petition for review has been issued, shall be final and binding upon all parties, including the claimant. No lawsuit may be filed without first exhausting the below appeals procedures. A civil action arising from the denial of benefits must be filed within one year from the date on which the Board of Trustees provides notice that the claimant's appeal has been denied, regardless of any state or federal statutes establishing provisions relating to limitations of actions.

3. Effective April 1, 2018, Article X, Section 10 is amended in its entirety to state as follows:

10. SPECIAL CLAIMS AND APPEAL PROCEDURES FOR DISABILITY RETIREMENT BENEFITS, SPECIAL DISABILITY BENEFITS, AND ABILITY TO AVOID A PERMANENT BREAK IN SERVICE. These special claims and appeals procedures shall apply to all claims and appeals for Disability Retirement benefits under Article II, Section 4, Special Disability Benefit under Article II, Section 5, and ability to avoid a permanent break in service under Article VI, Section 1(b)(2). All claims and appeals under this section shall be adjudicated in a manner designed to ensure independence and impartiality of the persons involved in making the determination. Decisions covered by the authority of the Plan regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) making determinations with respect to disability benefits of the Plan will not be made based upon the likelihood that the individual will support the denial of benefits.

(a) Filing a Claim for Disability Retirement Benefits: To file a claim for Disability Retirement benefits or Special Disability 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 or Special Disability 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, Special Disability benefits, or the ability to avoid a permanent break in service pursuant to Article VI, Section 1(b)(2) 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 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, standard, or similar criterion, applied and relied upon in

- making the determination, including the basis for disagreeing with the view of health care professionals, vocational professionals, or with the disability determinations by the Social Security Administration (if no such criterion was used, then an affirmative statement to that effect must be provided);
- (D) an explanation of the scientific or clinical judgment for the determination if the adverse benefit determination was based on medical necessity or other similar exclusion or limitation;
 - (E) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of, all documents, records, and other information relevant to claimant's claim;
 - (F) 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;
 - (G) 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
 - (H) a statement of the claimant's right to bring a civil action under ERISA § 502(a) within one (1) year after an appeal has been denied.

(c) Appeal Procedures:

(1) If a claim for 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:

U. A. Local No. 159 Defined Benefit Plan
c/o HS&BA
4160 Dublin Boulevard, Suite 400
Dublin, CA 94568

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.

(5) The Administrative Office shall automatically provide to the claimant, free of charge, any new evidence or rationales (if any) as soon as possible and sufficiently in advance of the date on which the appeal determination is to be made in order to give the claimant a reasonable opportunity to address the new evidence or rationale prior to the appeal date. The claimant shall have the right to review and respond to new evidence or rationales considered, relied upon or generated by the Plan in connection with the claimant's claim during the pendency of any appeal.

(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) the internal rule, guideline, protocol, standard or other similar criterion, applied and relied upon in making the determination, including the basis for disagreeing with the view of health care professionals, vocational professionals, or with the disability determinations by the Social Security Administration (if no such criterion was used, then an affirmative statement to that effect must be provided);
- (D) an explanation of the scientific or clinical judgment for the determination if the denial was based on medical necessity or other similar exclusion or limit;
- (E) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of documents, records or other information relevant to the claim;
- (F) a description of any further appeal procedures, and the claimant's right to receive information about the procedures, and
- (G) the claimant's right to bring a civil action under ERISA § 502(a) within one (1) year after a claim has been denied.

All notices and disclosures under this subsection shall be provided in a culturally and linguistically appropriate manner. The Administrative Office will also provide customer service with oral language services in the non-English language and provide written notices in the non-English language upon request.

(e) Finality of Claim.

The denial of an application or claim after the right to review has been waived or the decision of the Board of Trustees on petition for review has been issued, shall be final and binding upon all parties, including the claimant. No lawsuit may be filed without first exhausting the above appeals or a showing that the Plan was not compliant with the above procedures (unless the Plan's actions qualify as (i) de minimis; (ii) non-prejudicial; (iii) attributable to good cause or matters beyond the Plan's control; (iv) in context of an ongoing good-faith exchange of information; and (v) not reflective of a pattern or practice of non-compliance.) A civil action arising from the denial of benefits must be filed within one year from the date on which the Board of Trustees provides notice that the claimant's appeal has been denied, regardless of any state or federal statutes establishing provisions relating to limitations of actions.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby subscribe their names, on the dates indicated.



Chairman

Date: 2-22-18



Co-Chairman

Date: 2/22/18