








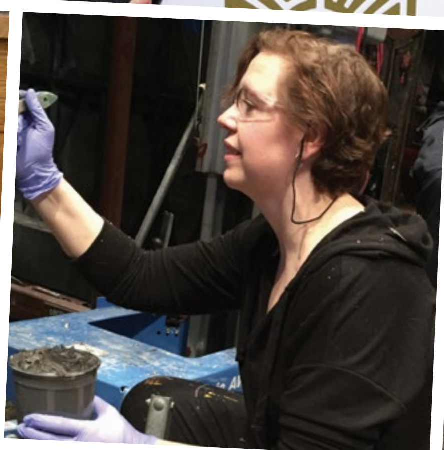

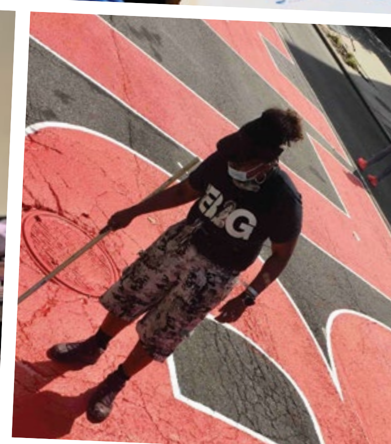




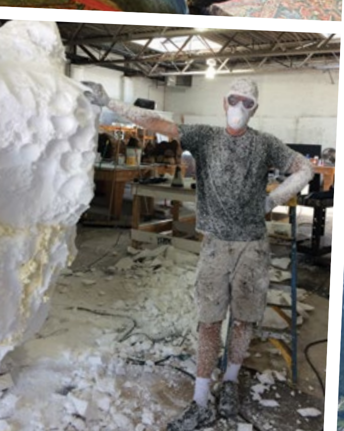
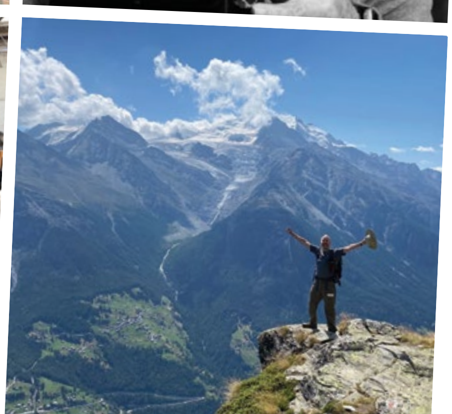

UNITED SCENIC ARTISTS LOCAL USA 829 PENSION FUND

Summary Plan Description 2025

LOCAL USA 829

UNITED SCENIC ARTISTS

BOARD OF TRUSTEES

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Benefit Plans, Inc.

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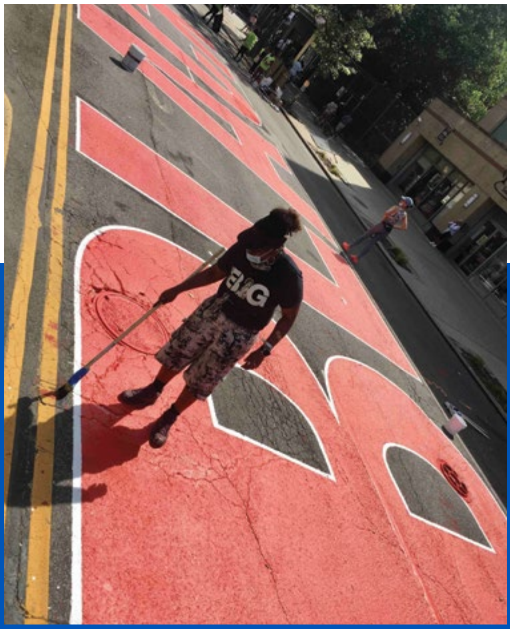


INTRODUCTION

The United Scenic Artists Local 829 Pension Fund (the "Plan") is maintained under collective bargaining agreements between certain employers and the United Scenic Artists Local 829 (the "Union"). These agreements require the employers to contribute to the Plan on behalf of their employees. Each such employer is referred to in this Summary Plan Description ("SPD") as a "Contributing Employer." The Union is also a Contributing Employer. The Plan is financed by contributions from Contributing Employers.

You may participate in the Plan if you work for a Contributing Employer who is making contributions on your behalf. Such employment is referred to as "Covered Employment." Upon written request, the Administrator will provide you with information as to whether an employer is a Contributing Employer under the Plan. When this book refers to "you," it assumes that you are an employee covered by the Plan.

The Plan is administered exclusively by a Board of Trustees (the "Trustees") consisting of an equal number of representatives of the Union and of the Contributing Employers. The Trustees have equal voting rights and serve without compensation. The Trustees have the sole power and discretionary authority to construe and interpret the terms of the Plan, and no individuals have any authority to interpret the Plan (or other applicable documents) or to make any promises to you about it, including any claim for benefits.

The Plan has been determined to be tax-qualified by the Internal Revenue Service. The contributions made by Contributing Employers are held in a separate trust fund (the "Pension Fund") established for the purpose of paying benefits provided under the Plan.

This SPD describes the benefits as of August 1, 2025, the effective date of this SPD, for eligible participants of the United Scenic Artists Local 829 Pension Fund. This document replaces and supersedes any previous SPD. Full details are contained in the legal Plan Document. If there is a discrepancy between this book and the legal Plan Document, the legal Plan Document will govern. The Trustees reserve the right and have the authority to amend, modify, and/or eliminate benefits, or terminate the Plan at any time. In addition, the Trustees have the discretion to interpret and construe the rules of the Plan.

PARTICIPATION IN THE PLAN

As of January 1, 2025: You become a Participant in the Plan on the first January 1 or July 1 after you have earned $22,500 in Covered Employment, or $2,000 in contributions are made on your behalf to the Pension Fund, or after completion of at least 1,000 hours of service, during any period of 12 consecutive months.

Starting January 1, 2026: You become a Participant in the Plan on the first January 1 or July 1 after you have earned $25,000 in Covered Employment, or $2,500 in contributions are made on your behalf to the Pension Fund, or after completion of at least 1,000 hours of service, during any period of 12 consecutive months.

Before 2025: You became a Participant in the Plan on the first January 1 or July 1 after you had earned $20,800 in Covered Employment, or $1,450 in contributions were made on your behalf to the Pension Fund, or after completion of at least 1,000 hours of service, during any period of 12 consecutive months.

For Example: *Ted began working in Covered Employment in May 2022 and earned more than $21,000 by May 2023. Ted becomes a Participant in the Plan on July 1, 2023.*

You will remain a Participant unless you have a one-year Break in Service. The Break in Service rules are more completely discussed later in this SPD. However, if you are fully vested in your benefit, your participation in the Plan will not be interrupted.

As of January 1, 2025: If you do have a Break in Service, but later return to Covered Employment, you will resume participation after you have earned $22,500 in Covered Employment, or $2,000 in contributions are made on your behalf, or after completion of at least 1,000 hours of service during any period of 12 consecutive months which begins after the calendar year in which your participation terminated.

Starting January 1, 2026: If you do have a Break in Service, but later return to Covered Employment, you will resume participation after you have earned $25,000 in Covered Employment, or $2,500 in contributions are made on your behalf, or after completion of at least 1,000 hours of service during any period of 12 consecutive months which begins after the calendar year in which your participation terminated.

Before 2025: If you did have a Break in Service, but later returned to Covered Employment, you would have resumed participation after you had earned $20,800 in Covered Employment, or $1,450 in contributions were made on your behalf, or after completion of at least 1,000 hours of service during any period of 12 consecutive months which began after the calendar year in which your participation terminated.

YOUR PENSION BENEFITS

The Plan provides four types of pensions:

1. Regular Pension
2. Early Retirement Pension
3. Vested Pension
4. Disability Pension

Regular Pension

You may retire on a Regular Pension if you are age 65 or older and have earned at least 15 Pension Credits. If you earned any Pension Credit on or after January 1, 2013, the amount of the Regular Pension is calculated as follows:

Participants who earned any Pension Credit(s) after December 31, 2024, and retire on or after January 1, 2025

The sum of:	$14 for each Pension Credit earned
+ Plus	3.25% of employer contributions for years in which Pension Credit was earned prior to January 1, 2013
+ Plus	2.67% of employer contributions for years in which Pension Credit was earned on or after January 1, 2013 and before January 1, 2025*
+ Plus	2.5% of employer contributions for years in which Pension Credit was earned after December 31, 2024

Participants who earned any Pension Credit(s) on or after January 1, 2013, and retire on or after January 1, 2014

The sum of:	$14 for each Pension Credit earned
+ Plus	3.25% of employer contributions for years in which Pension Credit was earned prior to January 1, 2013
+ Plus	2.67% of employer contributions for years in which Pension Credit was earned on or after January 1, 2013*

* **There is a special rule for Pension Credit in 2020.** Effective January 1, 2021, for benefits payable on or after January 1, 2021, if you earned at least 1/2 of a Pension Credit in calendar year 2019, you will be credited as follows for calendar year 2020 contributions:

- If at least $900 in employer contributions are made on your behalf in 2020 – you will receive ½ of a Pension Credit and the $7 per month flat rate accrual toward your pension benefit
- If at least $1,200 in employer contributions are made on your behalf in 2020 – you will receive ½ of a Pension Credit and $7 plus 2.67% of your total employer contributions per month toward your pension benefit
- If at least $2,250 in employer contributions are made on your behalf in 2020 – you will receive one Pension Credit and $14 plus 2.67% of your total employer contributions per month toward your pension benefit

For Example: *Tom's birthday is December 10, 1956. He wants to retire effective January 1, 2022. On January 1, 2022, Tom will be 65 years of age. Taking into account his earnings and employer contributions, he earned 15 Pension Credits between 2007 and 2022 (i.e., one Pension Credit in each calendar year). His benefit will be computed as follows:*

2007 Monthly Benefit Accrual: (3.25% x $1,600.00) + ($14 x 1)	=	$66.00
2008 Monthly Benefit Accrual: (3.25% x $1,800.00) + ($14 x 1)	=	$72.50
2009 Monthly Benefit Accrual: (3.25% x $1,500.00) + ($14 x 1)	=	$62.75
2010 Monthly Benefit Accrual: (3.25% x $2,600.00) + ($14 x 1)	=	$98.50
2011 Monthly Benefit Accrual: (3.25% x $2,500.00) + ($14 x 1)	=	$95.25
2012 Monthly Benefit Accrual: (3.25% x $2,600.00) + ($14 x 1)	=	$98.50
2013 Monthly Benefit Accrual: (2.67% x $2,700.00) + ($14 x 1)	=	$86.09
2014 Monthly Benefit Accrual: (2.67% x $2,500.00) + ($14 x 1)	=	$80.75
2015 Monthly Benefit Accrual: (2.67% x $2,500.00) + ($14 x 1)	=	$80.75
2016 Monthly Benefit Accrual: (2.67% x $3,000.00) + ($14 x 1)	=	$94.10
2017 Monthly Benefit Accrual: (2.67% x $3,000.00) + ($14 x 1)	=	$94.10
2018 Monthly Benefit Accrual: (2.67% x $2,600.00) + ($14 x 1)	=	$83.42
2019 Monthly Benefit Accrual: (2.67% x $3,400.00) + ($14 x 1)	=	$104.78
2020 Monthly Benefit Accrual: (2.67% x $3,200.00) + ($14 x 1)	=	$99.44

2021 Monthly Benefit Accrual: (2.67% x $4,000.00) + ($14 x 1)	=	$120.80
2022 Monthly Benefit Accrual: (2.67% x $3,800.00) + ($14 x 1)	=	$115.46
2023 Monthly Benefit Accrual: (2.67% x $3,000.00) + ($14 x 1)	=	$94.10
2024 Monthly Benefit Accrual: (2.67% x $2,600.00) + ($14 x 1)	=	$83.42
2025 Monthly Benefit Accrual: (2.50% x $2,600.00) + ($14 x 1)	=	$79.00
2026 Monthly Benefit Accrual: (2.50% x $2,700.00) + ($14 x 1)	=	$81.50
2027 Monthly Benefit Accrual: (2.50% x $3,400.00) + ($14 x 1)	=	$99.00
Sum of All Monthly Benefit Accruals	=	$1,396.71
Total monthly pension effective January 1, 2028, at age 65	=	$1,396.71

In no event will the amount of a Regular Pension for any Participant, who worked in Covered Employment after December 31, 1993, be less than $250 per month before any adjustment for delayed retirement, as explained on page 6, and before any reductions applicable for a Spousal Pension, as explained starting on page 15.

If you did not earn any Pension Credit on or after January 1, 2013, or retired before January 1, 2014, the amount of your benefit will be determined under the terms of the Plan in effect at the time you separated from Covered Employment, except that if you retired between October 1, 2013 and December 31, 2013, your benefit increased effective January 1, 2014 to reflect 3.25% of contributions for 2011 and 2012.

Protracted Absence Rules

- You are considered to have separated from Covered Employment if you incur a One-Year Break in Service. If you later return to Covered Employment and earn one Pension Credit in each of five consecutive calendar years, the amount of your benefit will be determined under the terms of the Plan in effect when you again separate from Covered Employment.
- However, if you return to Covered Employment and do not earn one Pension Credit in five consecutive calendar years, your benefit amount will be calculated in two parts. The benefit you earned before a Break in Service will be based on the accrual rates in effect when you first separated from Covered Employment. Any benefit you earned after a Break in Service will be based on the accrual rates in effect when you again leave Covered Employment.

Early Retirement Pension

You are eligible to retire on an Early Retirement Pension if you are age 55 but not yet 65 and have earned at least 15 Pension Credits.

The Early Retirement Pension is adjusted downward from the Regular Pension amount, depending on your age. The reductions are as follows:

- 1/6th of 1% (.00167) for each full month between ages 64 and 65 by which you are younger than age 65.
- 1/4th of 1% (.0025) for each full month between ages 63 and 64 by which you are younger than age 65.
- 1/3rd of 1% (.00333) for each full month between ages 62 and 63 by which you are younger than age 65.
- 1/2 of 1% (.005) for each full month between ages 55 and 62 by which you are younger than age 65.

These reductions determine the percentage of the Regular Pension amount that can be paid to you as an Early Retirement Pension based on your age at retirement.

The chart below illustrates the percentages at various retirement ages.

	Months											
Years	**0**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
55	49.000%	49.500%	50.000%	50.500%	51.000%	51.500%	52.000%	52.500%	53.000%	53.500%	54.000%	54.500%
56	55.000%	55.500%	56.000%	56.500%	57.000%	57.500%	58.000%	58.500%	59.000%	59.500%	60.000%	60.500%
57	61.000%	61.500%	62.000%	62.500%	63.000%	63.500%	64.000%	64.500%	65.000%	65.500%	66.000%	66.500%
58	67.000%	67.500%	68.000%	68.500%	69.000%	69.500%	70.000%	70.500%	71.000%	71.500%	72.000%	72.500%
59	73.000%	73.500%	74.000%	74.500%	75.000%	75.500%	76.000%	76.500%	77.000%	77.500%	78.000%	78.500%
60	79.000%	79.500%	80.000%	80.500%	81.000%	81.500%	82.000%	82.500%	83.000%	83.500%	84.000%	84.500%
61	85.000%	85.500%	86.000%	86.500%	87.000%	87.500%	88.000%	88.500%	89.000%	89.500%	90.000%	90.500%
62	91.000%	91.333%	91.666%	91.999%	92.332%	92.665%	92.998%	93.331%	93.664%	93.997%	94.330%	94.663%
63	94.996%	95.246%	95.496%	95.746%	95.996%	96.246%	96.496%	96.746%	96.996%	97.246%	97.496%	97.746%
64	97.996%	98.163%	98.330%	98.497%	98.664%	98.831%	98.998%	99.165%	99.332%	99.499%	99.666%	99.833%
65	100.000%											

For Example: *Jen's birthday is October 10, 1957. She wants to retire effective January 1, 2022. On January 1, 2022, Jen will be 64 years and two months of age. Her benefit will be computed as follows:*

Regular Pension at age 65 = $1,109.52

Percentage of Regular Pension amount at age 64 years and 2 months based on above chart = 98.330%

$1,109.52 x 98.330% = $1,090.99

Jen's monthly pension effective January 1, 2022,at age 64 years and 2 months = $1,090.99

Vested Pension

When you reach "Normal Retirement Age" (the later of age 65 or the fifth anniversary of Plan participation) you achieve vested status and, if you are not eligible for any other pension, you are entitled to a Vested Pension based on pension credits you have earned that have not been cancelled due to a permanent break in service.

The monthly amount of the Vested Pension is calculated in the same manner as the Regular Pension, based on the accrual rate in effect when you last worked in Covered Employment.

However, the minimum Vested Pension amount is $250 per month, before adjustment for delayed retirement, as explained below, and before adjustment for the Spousal Pension as explained starting on page 15.

Delayed Retirement

If you delay applying for benefits after you reach age 65 and you are not working in Disqualifying Employment, your benefit will be actuarially increased for each month after age 65 that your benefits were not suspended. The actuarial increase is 1% per month for the first 60 months after age 65, and 1.5% for each month thereafter until the earlier of the month in which your benefit commences or your Required Beginning Date (as defined under the Section titled *Receiving Your Pension Benefit*).

Disability Pension

You may retire on a Disability Pension if you become totally and permanently disabled before age 65, after having earned at least 15 Pension Credits, and you also earned a Pension Credit during the calendar year in which you became disabled or in one of the immediately two preceding calendar years. For Disability Pensions effective January 1, 2015, or later, the 15 Pension Credits requirement is satisfied if you earned at least 14 Pension Credits, worked in Covered Employment for part of the calendar year in which you became totally disabled, and failed to earn a Pension Credit for that year as a result of your disability.

You will be deemed totally and permanently disabled only if you submit proof, satisfactory to the Trustees, that you are totally and permanently unable as a result of bodily injury or disease to engage in Covered Employment. You will be required to submit to an examination by a physician or physicians selected by the Trustees and may be required to submit to re- examination periodically as the Trustees may direct. The Trustees may, however, accept proof that you have been approved for a Disability Pension under the Social Security law in lieu of requiring a physical examination. Proof of continued disability will not be required after reaching age 65. The Trustees will solely and finally determine total and permanent disability and entitlement to a Disability Pension.

The monthly amount of the Disability Pension is the same as the Regular Pension. However, a Disability Pension will be paid no sooner than the sixth month after the disability began. If you apply for a Disability Pension within six months of your Social Security Disability Award and your application is accepted, you will be eligible to receive a lump sum payment retroactive to the sixth month after the date of the Social Security disability determination. If you apply for a Disability Pension more than six months after your Social Security Disability Award, you will not be eligible for a lump sum retroactive payment. The Disability Pension will continue for life, provided you remain permanently and totally disabled to age 65. If you cease to be permanently and totally disabled before age 65, your Disability Pension will terminate immediately.

Pensioner Death Benefit

A death benefit in the amount of $1,500 is payable to the designated beneficiary of a deceased pensioner. If the beneficiary you designated for the $1,500 Pensioner Death Benefit predeceases you, or if there is no designated beneficiary, the Pensioner Death Benefit will be paid to the first of the following: your spouse, your children, the person who paid your funeral or last medical expenses, your estate. If the benefit is payable to someone other than your spouse, it must be claimed by the end of the calendar year containing the fifth anniversary of your death, or it is forfeited.

Non-Duplication of Pensions

You may not change your type of Pension or receive more than one type of Pension, with the following exceptions.

Conversion of Early Retirement Pension to Disability Pension

If you retire on an Early Retirement Pension, you may convert to a Disability Pension if: 1) you had a pending application for a Social Security Disability award when you applied for an Early Retirement Pension, 2) you later obtain a favorable Social Security Disability Award that indicates that you had a total and permanent disability at the time that the Early Retirement Pension took effect, and 3) you apply for conversion to a Disability Pension and otherwise meet the requirements for a Disability Pension.

If you are eligible for such a conversion, your Pension payments will increase to the amount of the Disability Pension on of the 1st of the month following the month in which you submit your conversion application. However, if you apply for conversion within six months of the receipt of the Social Security Disability Award, the increased Disability Pension payments shall be retroactive to the 1st day of the sixth month after the onset of the disability, as determined by the Social Security Disability Award.

You may not change the form of your benefit at the time of the conversion. For purposes of the 60-month guarantee, your Pension is considered to have started on the date the Early Retirement Pension commenced.

Beneficiary Status

You may be entitled to an additional pension if you are a Beneficiary of a deceased pensioner.

Recovery from Disability

If you receive a Disability Pension but then recover from your disability, you may be entitled to a different type of pension upon retirement.

HOW YOU EARN CREDIT

The length of your Covered Employment affects the amount of your pension under this Plan in two important ways. Your Pension Credits determine your eligibility for a Regular, Early or Disability Pension and the amount of your monthly benefit. Your Vesting Service determines when your right to receive a pension becomes non-forfeitable. This section explains how you accumulate years of Pension Credits and Vesting Service, and also how you can lose the Pension Credits and the Vesting Service you have already accumulated.

Pension Credits

You are credited with Pension Credits on the basis of earnings from work you performed for an employer required under contract to make contributions on your behalf to the Pension Fund. The rules for determining Pension Credits have changed from time to time. Depending on your period of employment, your Pension Credits may be determined using more than one rule. You will be entitled to Pension Credits in accordance with the following schedule:

Period of Work	Criteria for Earning Pension Credit		Amount of Pension Credit
Before 1/1/1985	$1,500 of earnings in Covered Employment	=	1 Pension Credit
Between 1/1/1985 and 12/31/1988	$4,000 of earnings in Covered Employment	=	1 Pension Credit
Between 1/1/1989 and 12/31/1996	$12,000 of earnings in Covered Employment OR $528 in employer contributions	=	1 Pension Credit

continued

Between 1/1/1997 and 12/31/2009	$12,000 of earnings in Covered Employment OR $528 in employer contributions	=	1/2 Pension Credit
	$14,000 of earnings in Covered Employment OR $616 in employer contributions	=	6/10 Pension Credit
	$16,000 of earnings in Covered Employment OR $704 in employer contributions	=	7/10 Pension Credit
	$18,000 of earnings in Covered Employment OR $792 in employer contributions	=	8/10 Pension Credit
	$20,000 of earnings in Covered Employment OR $880 in employer contributions	=	9/10 Pension Credit
	$22,000 of earnings in Covered Employment OR $968 in employer contributions	=	1 Pension Credit
Between 1/1/2010 and 12/31/2024	$20,800 of earnings in Covered Employment OR $1,450 in employer contributions	=	1/2 Pension Credit
	$35,000 of earnings in Covered Employment OR $2,500 in employer contributions	=	1 Pension Credit*
Between 1/1/2025 and 12/31/2025	$22,500 of earnings in Covered Employment OR $2,000 in employer contributions	=	1/2 Pension Credit
	$40,000 of earnings in Covered Employment OR $3,500 in employer contributions	=	1 Pension Credit*
On or after 1/1/2026	$25,000 of earnings in Covered Employment OR $2,500 in employer contributions	=	1/2 Pension Credit
	$45,000 of earnings in Covered Employment OR $4,000 in employer contributions	=	1 Pension Credit*

** For the year 2020, if these thresholds are not met, a participant may receive Pension Credit under the special rule described on page 13.*

Vesting Service

Beginning January 1, 2026, you will be credited with one year of Vesting Service for each calendar year in which you have earned at least $25,000 in Covered Employment, or for which at least $2,500 has been contributed to the Fund on your behalf, or in which you have completed at least 1,000 hours of service.

Between January 1, 2025 and December 31, 2025, you will be credited with one year of Vesting Service for each calendar year in which you have earned at least $22,500 in Covered Employment, or for which at least $2,000 has been contributed to the Fund on your behalf, or in which you have completed at least 1,000 hours of service.

Between January 1, 2015 and December 31, 2024, you will be credited with one year of Vesting Service for each calendar year in which you have earned at least $20,800 in Covered Employment, or for which at least $1,450 has been contributed to the Fund on your behalf, or in which you have completed at least 1,000 hours of service.

Between January 1, 1997 and December 31, 2014, you will be credited with one year of Vesting Service for each calendar year in which you have earned at least $12,000 in Covered Employment, or for which at least $528 has been contributed to the Fund on your behalf, or in which you have completed at least 1,000 hours of service.

Before January 1, 1997, Vesting Service is credited on the same basis as Pension Credit.

Note About Grandfathering Vesting Service

Beginning January 1, 2025, Participants who have three years of Vesting Service as of the date of a change in the formula for calculating years of Vesting Service, will have their years of Vesting Service determined without regard to the change, if more favorable to such Participant.

Example 1: As of January 1, 2025, Participant A has three years of Vesting Service (those three Vesting Credits were awarded per the $20,800 in earnings or $1,450 in contributions formula). On January 1, 2025, the formula for earning a Vesting Credit is adjusted to $22,500 in earnings or $2,000 in contributions. Because Participant A had three years of Vesting Service as of January 1, 2025, the effective date of the adjustment, Participant A will continue to earn Vesting Service (until they reach Vested Status) per the former $20,800/$1,450 formula.

Example 2: As of January 1, 2025, Participant B has two years of Vesting Service (those two Vesting Credits were awarded per the $20,800 in earnings or $1,450 contributions formula). On January 1, 2025, the formula for earning a Vesting Credit is adjusted to $22,500 in earnings or $2,000 in contributions. Because Participant B had fewer than three years of Vesting Service as of January 1, 2025, the effective date of the adjustment, Participant B will be subject to the new rule and will need to earn Vesting Service in 2025 based on the new $22,500/$2,000 formula.

Based on the new formula, Participant B earns a Vesting Credit for 2025, so as of January 1, 2026, Participant B now has three years of Vesting Service (two per the $20,800/$1,450 formula and one per the $22,500/$2,000 formula). On January 1, 2026, the formula for earning a Vesting Credit is adjusted again to $25,000 in earnings or $2,500 in contributions. Because Participant B has three years of Vesting Service as of January 1 2026, the effective date of the adjustment, Participant B will continue to earn Vesting Service (until they reach Vested Status) per the former $22,500/$2,000 formula.

In addition, if you work for a Contributing Employer in a job not covered by this Plan and that non-Covered Employment is continuous with (immediately before or after) employment with the same employer in Covered Employment, your hours of work in that non-covered job during the Contribution Period, after December 31, 1975, will also be counted toward a Year of Vesting Service.

If you should die while in qualified military service, you will be credited with Vesting Service for your period of qualified military service as though you had returned to Covered Employment.

Special Rule for 2020 Vesting Service

If you meet all of the following requirements you will be credited with one year of Vesting Service for Calendar Year 2020:

(i) You had fewer than five years of Vesting Service as of January 1, 2021,

(ii) You were credited with one year of Vesting Service in 2019, and

(iii) At least $900 was contributed to the Fund in 2020 on your behalf.

No Participant will be awarded more than one year of Vesting Service for Calendar Year 2020.

Military Service

You can also earn Pension Credits and Years of Vesting Service if your absence from Covered Employment is due to military service. You will be credited with an amount as required by law under the Uniformed Services Employment and Reemployment Rights Act if you apply for reemployment within the time limits of that law. If you plan to enter military service, check with the Administrator.

BREAKS IN SERVICE

Can You Lose Pension Credits and Vesting Service?

Once you have reached Vested Status, you have a non-forfeitable right to a pension benefit. You earn Vested Status when you meet the eligibility requirements for a Vested Pension. However, if you have too many consecutive One-Year Breaks in Service before you reach Vested Status, it is possible that you may lose your Pension Credits and Vesting Service.

One-Year Break in Service

A One-Year Break in Service occurs when you fail to meet certain work criteria related to earnings in Covered Employment, contributions made to the Pension Fund on your behalf, or hours worked in Covered Employment. The rules for determining a One-Year Break in Service, which have changed from time to time, are outlined in the following chart:

For calendar years:	You incur a One-Year Break in Service in any calendar year in which you:
Between 1/1/1976 and 12/31/1984:	Fail to earn at least $1,500 of earnings in Covered Employment
Between 1/1/1985 and 12/31/1988:	Fail to earn at least $4,000 of earnings in Covered Employment
Between 1/1/1989 and 12/31/2014:	• Fail to earn at least $12,000 of earnings in Covered Employment OR • Have less than $528 in contributions made to the Pension Fund on your behalf, OR • Work less than 500 hours in Covered Employment
Between 1/1/2015 and 12/31/2024:	• Fail to earn at least $20,800 of earnings in Covered Employment OR • Have less than $1,450 in contributions made to the Pension Fund on your behalf, OR • Work less than 500 hours in Covered Employment

Between 1/1/2025 and 12/31/2025:	• Fail to earn at least $22,500 of earnings in Covered Employment OR • Have less than $2,000 in contributions made to the Pension Fund on your behalf, OR • Work less than 500 hours in Covered Employment
After 12/31/2025:	• Fail to earn at least $25,000 of earnings in Covered Employment OR • Have less than $2,500 in contributions made to the Pension Fund on your behalf, OR • Work less than 500 hours in Covered Employment

You will NOT incur a One-Year Break in Service in a calendar year in which you are credited with at least ½ Pension Credit.

If you incur five consecutive One-Year Breaks in Service before you have reached Vested Status, you experience a Permanent Break in Service and all the Pension Credits and Years of Vesting Service you earned prior to that Permanent Break in Service are cancelled. However, a One-Year Break in Service will not be counted for purposes of determining a Permanent Break in Service when it is repaired by earning one year of Vesting Service immediately following the One-Year Break in Service.

For Example: *In 2015 through 2018, Anna earned four years of Pension Credits and four years of Vesting Service.*

In 2019, Anna worked fewer than 500 hours, earned less than $20,800 and had fewer than $1,450 in contributions made on her behalf, so she incurred a One-Year Break in Service.

In 2020, Anna earned $27,000.

Because Anna earned a year of Vesting Service in 2020, the One-Year Break in Service she experienced in 2019 will not be considered in determining whether she has incurred a Permanent Break in Service.

Grace Periods

You may be allowed a grace period to prevent you from incurring a Break in Service if your absence is due to pregnancy, the birth of your child, placement of a child with you in connection with the adoption of a child, or care for your child immediately following his or her birth or placement. The grace period will be applied to the Plan Year in which the absence begins if it will prevent you from incurring a One-Year Break in Service. Otherwise, it will be applied to the calendar year immediately following the calendar year in which the absence occurred.

The Fund may require, as a condition of granting such grace periods, that you establish to the satisfaction of the Trustees that the absence is for one of the above reasons. You will also be allowed a grace period for periods of qualified military service or absence under the Family and Medical Leave Act.

Special Rule for 2020

As a result of the COVID-19 pandemic and public health emergency, no Participants will suffer a break in service in 2020. You will still have to work in Covered Employment in 2020 in order for your accrued benefit to increase for the year, however.

Permanent Break in Service

When you have a Permanent Break in Service before you reach Vested Status, you lose, or forfeit, all previously earned Pension Credits and Vesting Service. This lost Pension Credit and Vesting Service cannot be restored. The rules regarding a Permanent Break in Service depend upon when your Break in Service occurred:

- After December 31, 1996 (after December 31, 1988, for Non-Bargained Employees), you incurred a Permanent Break in Service when the number of consecutive One-Year Breaks in Service equals or exceeds five years.
- After December 31, 1984, but before January 1, 1997, you incurred a Permanent Break in Service when your Consecutive One-Year Breaks in Service equal or exceed the greater of five or the number of years of Vesting Service you had earned.
- After December 31, 1975, but before January 1, 1985, you incurred a Permanent Break in Service when the number of your consecutive One-Year Breaks in Service equals or exceeds the number of years of Vesting Service you had earned.
- Before January 1, 1976, you incurred a Permanent Break in Service if during the Contribution period you failed to earn at least $1,500 in Covered Employment in each of five consecutive years.

For Example: *Tom earned four years of Pension Credits and four years of Vesting Service during the Plan Years between 2011 and 2014. Tom did not work for the next five years and returned to Covered Employment in January 2020. Since the number of consecutive One-Year Breaks in Service equals five, Tom incurred a Permanent Break in Service.*

Because Tom incurred a Permanent Break in Service, he forfeited the four years of Pension Credits and the four years of Vesting Service that he previously earned.

FORMS OF PAYMENT

How is Your Pension Benefit Paid?

If you are married, your benefit will be paid in the form of a 50% Spousal Pension, unless you elect a 75% Spousal Pension, or you elect a 60-Month Guaranteed Pension Benefit and your spouse consents to such election. Regardless of the form in which your benefit is paid, when you die, a death benefit of $1,500 is payable as described later in this section.

Spousal Pension at Retirement

If you are married when you retire, the automatic form of payment is the 50% Spousal Pension. Under the 50% Spousal Pension, you will receive a reduced monthly benefit payable during your life. Upon your death, your spouse will receive a lifetime benefit of 50% of the monthly benefit amount you were receiving.

You also have the option of receiving a 75% Spousal Pension which will provide your spouse with 75% of the monthly benefit amount you were receiving. In order to provide this greater benefit to your spouse, a greater reduction is made in your monthly benefit.

Spousal Pension Reductions

The reduction in your pension to provide a lifetime benefit to your spouse depends on the difference between your age and your spouse's age at the time you begin receiving your pension benefits, the percentage of the Spousal Pension you elect, as well as the type of pension for which you qualify (e.g., Regular, Early, Vested, or Disability). Your monthly benefit will be a percentage of your full monthly lifetime benefit as illustrated by the following charts:

If your spouse is **YOUNGER** than you:

Spousal Pension Percentage	Adjustment for Regular Pension and Early Pension	Adjustment for Vested Pension	Adjustment for Disability Pension
50%	90% minus 0.4% for each full year that the spouse's age is less than the Participant's age	88% minus 0.4% for each full year that the spouse's age is less than the Participant's age	77.5% minus 0.4% for each full year that the spouse's age is less than the Participant's age
75%	84% minus 0.6% for each full year that the spouse's age is less than the Participant's age	83% minus 0.5% for each full year that the spouse's age is less than the Participant's age	74% minus 0.5% for each full year that the spouse's age is less than the Participant's age

The resulting percentage will not be greater than 99%.

If your spouse is **OLDER** than you:

Spousal Pension Percentage	Adjustment for Regular Pension and Early Pension	Adjustment for Vested Pension	Adjustment for Disability Pension
50%	90% **plus** 0.4% for each full year that the spouse's age is greater than the Participant's age	88% **plus** 0.4% for each full year that the spouse's age is greater than the Participant's age	**77.5% plus 0.4% for each full year that the spouse's age is greater than the Participant's age**
75%	**84% minus 0.6% for each full year that the spouse's age is less than the Participant's age**	**83% minus 0.5% for each full year that the spouse's age is less than the Participant's age**	**74% minus 0.5% for each full year that the spouse's age is less than the Participant's age**

The resulting percentage will not be greater than 99%.

To be entitled to a Spousal Pension, you and your spouse must be married to each other throughout the year ending with the date of your death. If you marry within 12 months prior to retirement, you can receive a Spousal Pension. However, if you die before you were married for a full year, your surviving spouse will not receive the survivor's pension. Once your pension benefits begin, you cannot change your decision about a Spousal Pension, except in certain circumstances where you work in Covered Employment post-retirement. The amount cannot be changed because of the divorce or death of a spouse or annulment of marriage. If you are divorced, a court may order the Fund to pay part of your benefit to your divorced spouse.

You should be aware that before the effective date of your pension, you must file, in writing, a statement concerning your marital status. If it is later determined that you were not legally married, the Trustees have the right to adjust the dollar amount of the pension payments made to your alleged surviving spouse so as to recoup any excess benefits that may have been mistakenly paid.

60-Month Guaranteed Pension Benefit

Single Participants: If you are single, your Regular, Early or Disability Pension will be paid in the form of a 60-Month Guaranteed Pension Benefit. However, if you are only eligible for a Vested Pension, the 60-Month Guarantee does not apply. The Vested Pension is only payable for your lifetime; no survivor benefit is payable.

Under this form of payment, you will receive an unreduced monthly benefit for life. If you take a pension other than a Vested Pension, and you die before you have received 60 monthly payments, your designated beneficiary will continue to receive monthly benefit payments until a total of 60 monthly payments is made. The total of 60 payments includes all payments made to you and your beneficiary.

Married Participants: If you are married, you also have the option of receiving a 60-Month Guaranteed Pension Benefit. Your spouse must provide the Fund Office with written consent to this form of benefit. Your spouse's consent must be witnessed by a notary public within 180 days prior to the commencement of your pension. Your spouse must consent to any non-spouse beneficiary or contingent annuitant you designate. If your spouse is the beneficiary and dies prior to the Plan paying 60 months of benefit, any remaining monthly benefits will be paid to your surviving children in equal shares. If you have no surviving children, no additional benefits will be payable.

An exception to the requirement for spousal consent applies where you can establish to the satisfaction of the Trustees that:

- You are not married;
- You and your spouse are legally separated as confirmed by a court order;
- Your spouse cannot be located; or
- You have been abandoned by your spouse as confirmed by a court order.

Important Note: A Vested Pension is not payable in the form of a 60-Month Guarantee. A Vested Pension is only payable for your lifetime; no survivor benefit is payable. If you are married and entitled to a Vested Pension, if you waive the Spousal Pension, when you die, no survivor benefit will be payable to your spouse or anyone else.

Pre-Retirement Surviving Spouse Pension

If you die after reaching Vested Status, but before you are old enough to begin collecting your benefit, your spouse will receive a survivor's benefit. Payments will begin to be made to your spouse on the date you would have first been eligible to begin receiving a benefit and will continue for the rest of his or her lifetime. This benefit will be calculated as if you had retired on a 50% Spousal Pension on the first day you were eligible and died the next day.

If you die having qualified for a pension but not having commenced a pension, your spouse will receive a survivor's benefit for the remainder of his or her lifetime. This benefit will be calculated as if you had retired on a 50% Spousal Pension on the day before you died. Payments to your spouse will begin as soon as administratively possible.

Your spouse may elect in writing to postpone the start of the Pre-retirement surviving spouse benefit until a specified date that is no later than the December 1st of the calendar year in which you would have attained (I) age 73 if you would have attained age 72 on or after January 1, 2023; (II) age 72 if you would have attained age 70½ on or after January 1, 2020; or (III) age 70½ if you would have attained age 70½ before January 1, 2020.

Beneficiary Designation

The Administrator must be notified, in writing on an approved form received from the Fund Office, of the person you would like to designate as your beneficiary. You may change your beneficiary designation at any time before you retire. If you are married, your spouse's notarized consent must be provided if you designate a beneficiary other than your spouse.

ABOUT RETIREMENT AND SUSPENSION OF BENEFITS

What is Retirement?

When you stop working in Covered Employment and begin receiving a pension benefit from the Plan, you are considered to be in retirement. While you are retired, you will receive monthly pension checks unless you resume work in Disqualifying Employment.

What is Disqualifying Employment?

Disqualifying employment is work (either as an employee or in self-employment) in any trade or craft in which you worked while covered by the Plan, in an industry and a geographic area covered by the Plan. Your pension will be suspended for each month you work (or were paid for non-work time such as vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence) in Disqualifying Employment (either as an employee or in self-employment) for 11 days or more. However, your pension must begin to be paid and continue to be paid, even if you work in Disqualifying Employment, on and after the April 1 following the year in which you reach age 70½.

If contributions are made on your behalf on a lump sum basis, or for any other reason it is unclear how many days you worked in Disqualifying Employment, it is the Plan policy to use the Art Director's daily rate for feature films set in the USA Local 829 Major Motion Picture Agreement with Major Producers ($1,115.06 as of October 1, 2024) to determine the number of days of Disqualifying Employment. Your benefit will be suspended for one month, beginning the month after the month in which your contributions were reported, for each 11 days you are determined to have worked in Disqualifying Employment. For example, if a lump sum contribution on earnings of $25,088 is made on your behalf and that is determined to represent 22.5 days of Disqualifying Employment based on the applicable Art Director rate, your benefit will be suspended for two months.

If you present evidence proving that you did not in fact work or were not paid for 11 or more days in a month or months, then the period of suspension, if any, will be adjusted based upon the evidence you provide.

What Happens if You Were Paid Pension Benefits While You Were Working in Disqualifying Employment?

If you were paid a pension during any month in which your benefits should have been suspended under the above rules, the Plan will deduct that amount from your future benefit payments once your payments from the Plan resume. If you die before the Plan can recoup the entire amount of payments made while you worked in Disqualifying Employment, the benefit payments to your surviving spouse or beneficiary, if any, are subject to deduction until recoupment for the overpayment is completed.

Who Should You Notify if You Work in Disqualifying Employment?

It is your responsibility to inform the Administrator, in writing, within 21 days after you begin working in Disqualifying Employment. You must also inform the Administrator when your Disqualifying Employment has ended, so that your pension payments may resume.

Can You Return to Work in a Job That is Not Considered Disqualifying Employment?

Yes, you may work in any other profession which is not considered Disqualifying Employment without suspension of benefits.

Benefit Payments Following Suspension

If you return to Covered Employment and do not complete a year of Vesting Service and subsequently separate from Covered Employment, your benefit amount will not be re-calculated to include the additional service earned during your return. It will remain the same as before you returned to Covered Employment.

If you return to Covered Employment and do complete a year of Vesting Service your benefit amount will be calculated in two parts. The benefit you earned before returning to Covered Employment will be based on the accrual rates in effect when you first separated from Covered Employment. Any benefit you earned after returning to Covered Employment will be based on the accrual rates in effect when you again leave Covered Employment and will be calculated subject to adjustments based on the Plan's rules for prior benefit payments or suspension.

Offset for Working Pensioners

If you retire and then accrue a benefit based on post-retirement work in Covered Employment in any calendar year beginning on or after January 1, 2025, your benefit will be calculated taking into account the value of any monthly pension checks that you received in that same calendar year. Any benefits accrued by working in Covered Employment after you retired prior to January 1, 2025 are not affected by this change.

For example: You retire on October 1, 2024 at age 65 and start receiving a monthly benefit of $1,100. You return to work in 2025 and work fewer than 11 days in each month (so you are not suspended and continue to receive a monthly pension check) but enough to earn a Vesting Credit and additional accruals that would increase the your monthly benefit to $1,250 effective January 1, 2026, absent application of this offset provision. The Fund's actuaries determine that the $13,200 in benefits paid to you in 2025 have an actuarial value of $137 per month as of January 1, 2026 (i.e., $13,200 received by you would be equivalent to a monthly benefit of $137 to you for life). Applying the offset, your benefit will be increased from $1,100 per month to $1,113 per month ($1,100 + $150 - $137) effective January 1, 2026.

APPLYING FOR BENEFITS

Filing an Application

To make sure your benefit payments are not delayed, you must file a written application with the Board of Trustees on a form you must request from the Administrator. The rules of the Plan require that your application be filed in advance of the month you wish your benefit to begin. You are urged to file as soon as you decide on your intended retirement date. Early filing will avoid delay in the processing of your application and payment of benefits. The Trustees have the right to request any information or proof they reasonably require to determine your right to a benefit.

If you fail to file a completed application for benefits on a timely basis, the Fund will establish your Required Beginning Date *(as defined under the Section titled Receiving Your Pension Benefit*) as the day your benefit payments will commence.

Receiving Your Pension Benefit

Your pension will begin on the first day of the month following the month in which you meet all conditions for receipt of a benefit, provided you have filed an application. You may, however, choose to delay the start date of your benefit payments, but your benefit cannot be delayed beyond the April 1st of the calendar year following the year in which you turn age 73 if you would have attained age 72 on or after January 1, 2023 (or age 72 if you would have attained age 70 ½ on or after January 1, 2020, or age 70½ if you would have attained age 70 ½ before January 1, 2020). This date is known as your Required Beginning Date. Your benefit must begin by that April 1, even though you may still be working in Covered Employment. If you do not apply for your benefit as of your Required Beginning Date, and you are locatable, the Plan will automatically calculate your benefit and commence payment (for purposes of calculating your benefit, we will assume you are married and that you and your spouse are the same age, unless you provide information to the contrary).

If you die before your benefit payments commence and your surviving spouse is your designated beneficiary, effective January 1, 2020, distributions to your surviving spouse will begin by the later of:

- The end of the calendar year after the calendar year in which you would have reached age 73 if you would have attained age 72 on or after January 1, 2023 (or age 72 if you would have attained age 70 ½ on or after January 1, 2020, or age 70½ if you would have reached age 70½ before January 1, 2020), OR
- The end of the calendar year immediately following the year in which you died.

Other rules apply to determine the date by which benefits are payable to any beneficiary following your death, depending on whether you had reached your Required Beginning Date and whether your beneficiary is your spouse or a non-spouse.

Non-Assignment of Benefits

Benefits cannot be assigned, sold, transferred or pledged as a security for a loan. Furthermore, they are not subject to attachment or execution or process in any court action or proceeding with the exception of a Qualified Domestic Relations Order (QDRO). A QDRO is a court order under domestic relations law assigning all or part of your pension benefits to your spouse, former spouse, your child, or other dependent, to provide child support, alimony payments and/or property rights to such individual.

Benefit Limitations

Your pension benefit may be limited to certain maximum benefit provisions prescribed by IRS regulations. Few Plan members may be affected by these limitations. If you are affected, you will be notified by the Trustees in writing.

Right to Obtain Records

You have the right to inquire into your credited service at any time. If you believe that you worked in Covered Employment that was not properly credited under the Plan or not reported at all, you have the right to submit a claim in accordance with the claims procedure that begins on page 22. Please be reminded that in the event of a discrepancy between the information received by the Plan from Contributing Employers (or obtained during payroll reviews) and the credit to which you believe you are entitled, it will be your responsibility to prove that the work in question was both performed by you for a Contributing Employer and was Covered Employment for which contributions were required to be made to the Plan. Accordingly, it is important that you retain adequate records of your Covered Employment (i.e., pay stubs and other documentary evidence) that would assist you in demonstrating both the amount of work you performed for each Contributing Employer and that the work constituted Covered Employment. Please also remember that the longer you wait to file a claim to correct any issue, the more difficult it may be for you to provide, and for the Plan to verify, the necessary documentation. Failure to provide such documentation could result in loss of credit.

All determinations and interpretations made by the Board of Trustees and/or its duly authorized designee(s) will be final and binding upon all Participants, beneficiaries and any other individuals claiming benefits under the Plan.

CLAIMS AND APPEALS PROCEDURES

A Participant, a surviving spouse or a beneficiary of a deceased Participant or pensioner must file an application for benefits with the Initial Examiner (the Fund Manager or duly authorized designee of the Trustees). The submission of an application for benefits to the Initial Examiner constitutes a benefit claim. An individual who submits a claim is referred to as a Claimant.

Denial of Claims

Within 90 days of receipt of a written claim for benefits, the Fund Manager must provide a written notice if your claim has been wholly or partially denied. Under special circumstances, an extension of time for up to 90 days may be required. If the extension is needed, written notification will be provided prior to the end of the initial 90-day period of the special circumstances requiring the extension of time and the date when a decision will be made.

If your claim for benefits is for a Disability Pension, the Initial Examiner will make a decision about your application within 45 days of receiving it. This 45-day time period may be extended twice for up to 30 days under special circumstances. If an extension is needed, a written notice describing the reason(s) for the extension and the date by which a final decision is expected to be rendered will be provided before the 45-day period or the first 30-day extension ends and before the second 30-day extension ends. The written notice will also include an explanation of the specific standards on which you are entitled to a benefit and the unresolved issues preventing the Initial Examiner from making a decision on the claim.

If an extension is required because of a Claimant's failure to provide necessary information, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information. The Claimant will have 45 days to provide the requested additional information.

If a Claimant's non-disability or Disability Pension application is denied, in whole or in part, the Claimant will be provided with a written notice of denial. The notice of denial will provide:

- The specific reason or reasons for the denial;
- Specific references to the Plan provisions upon which the denial is based;
- A description of any additional material and information that would be needed in order for the claim to be granted, and an explanation of why the material or information is needed;

- A description of the Fund's review procedures and the applicable time limits; and
- A statement of the Claimant's right to bring a civil action under Section 502(a) of ERISA.

In the case of an adverse benefit determination involving a claim for Disability Benefits, the written notice will be provided in a culturally and linguistically appropriate manner, and will include the following:

- A discussion of the decision, including an explanation of the basis for disagreeing with or not: the views presented by the Claimant to the Plan of health care and vocational professionals treating or evaluating the Claimant; the views of the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination; and a disability determination made by the Social Security Administration regarding the Claimant presented by the Claimant to the Plan;
- If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific and clinical judgment for the determination, applying the Plan rules to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; the specific internal rules, guidelines, protocols, standards or other similar criteria relied upon in making the adverse determination or a statement that no such rules, guidelines, protocols, standards or other similar criteria exist; and 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 the claim.

Right to an Authorized Representative

You can appoint an authorized representative to act on your behalf in filing a claim and seeking a review of a denied claim. You must, however, notify the Fund Manager in advance in writing of the name, address, and phone number of the authorized representative.

Review of Documents

Upon request and free of charge, you or your duly authorized representative will be allowed to review relevant documents and submit issues and comments to the Initial Examiner in writing. A document, record or other information is "relevant" and is required to be made available to you only if it:

- Was relied upon by the Initial Examiner in making the benefit determination;
- Was submitted, considered, or generated in the course of making the benefit determination;
- Demonstrates compliance with the Plan's administrative processes and safeguards required under federal law.

Right to Appeal

Within 60 days after receiving a notice of denial of a claim, or 180 days after receiving a notice of denial of a disability claim, you or your authorized representative may petition the Board of Trustees for review of the denial. A petition for review must be in writing and must state, in clear and concise terms, the reason or reasons for disputing the denial, and be accompanied by any pertinent or relevant document or material not already furnished to the Fund and will be filed by you or your duly authorized representative with the Initial Examiner within the required time period after you receive notice of the initial denial.

The Initial Examiner will present all petitions for review to the Board of Trustees or the subcommittee appointed by the Board of Trustees. The review will take into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. In the case of a claim for disability benefits, the Claimant is provided, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, insurer, or other person making the benefit determination while the appeal of the claim is pending, in addition to any new or additional rationale on which the Plan intends to base its decision on appeal. Any new or additional evidence or rationale will be provided to the Claimant as soon as possible and sufficiently in advance of the date on which the decision on appeal is to be rendered so that the Claimant has a reasonable opportunity to respond prior to that date.

Failure to file a petition for review of the denial within the required period will constitute a waiver of your right to a review of the denial. However, the Board of Trustees may relieve a Claimant of any such waiver for good cause shown, provided application for relief is made within one year after the date shown on the notice of denial.

Review of Appeal

The Board of Trustees will make the decision on review of the appeal no later than the next meeting of the Board that immediately follows their receipt of the appeal. If the appeal of the denied claim is received within 30 days before the date of the next regularly scheduled Board meeting, the decision may be made no later than the date of the second meeting following their receipt of the appeal. If special circumstances require an extension of time, written notification will be provided of such extension and the Board of Trustees will make their decision at the following meeting but in no case later than the third regularly scheduled meeting. Written notice of the decision will be provided as soon as possible but no later than five days after a final decision is made.

In reviewing a denial of disability benefits that is based in whole or in part on medical judgment, the Board of Trustees or the subcommittee appointed by 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 health care professional engaged for purposes of a consultation will be an individual who is neither an individual who was consulted in connection with the adverse determination that is the subject of the appeal, nor the subordinate of any such individual. Upon request, the Claimant will be provided with the identification of the medical or vocational experts, if any, who gave advice to the Trustees in making the determination on the claim, without regard to whether their advice was relied upon in making such determination.

The notice will include specific reasons for the decision written in a manner to be understood by the Claimant and will cite the Plan provisions on which the decision is based. The notice will also include a statement indicating that the Claimant or authorized representative of 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 the claim for benefits. Furthermore, the notice will include a statement describing the Claimant's rights to obtain additional information regarding the Plan's process, including a statement explaining the Claimant's right to bring a civil lawsuit under section 502(a) of ERISA following an adverse benefit determination upon appeal.

With respect to denials of disability benefits, the written notice will be provided in a culturally and linguistically appropriate manner, and will include the following:

- A discussion of the decision, including an explanation of the basis for disagreeing with or not: the views presented by the Claimant to the Plan of the health care and vocational professionals treating or evaluating the Claimant; the views of the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the determination; and a disability determination made by the Social Security Administration regarding the Claimant presented by the Claimant to the Plan.
- If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion, either an explanation of the scientific or clinical judgment for the determination, applying the Plan rules to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan that was relied upon in making the adverse determination; or a statement that no such rules, guidelines, protocols, standards or other similar criteria exist.

The written notice will be sent to the Claimant no later than five days after the Trustees have made a decision on the review of appeal. If the Board of Trustees rules in your favor on the appeal, this ruling will be binding and conclusive. If the Board of Trustees rules against your appeal, the ruling will also be binding and conclusive unless you start legal proceedings challenging the Board's ruling.

The Claimant must exhaust the claims and appeals procedures described above before commencing legal action against the Plan. Such action must be brought in the United States District Court for the Southern District of New York within 180 days of the Trustees' decision on review.

WHAT HAPPENS IF THE PLAN TERMINATES?

Although the Trustees intend to continue the Plan indefinitely, they reserve the right to amend or end it. If the Plan is terminated, it will not affect your right to any benefit to which you have already become entitled. If the Plan terminates, you will be entitled to any benefit you have accrued to the extent then funded.

Pension Benefit Guaranty Corporation

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, 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:

- Normal and Early Retirement benefits;
- Disability benefits if you become disabled before the plan becomes insolvent; and
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;
- Benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the earlier of the date the plan terminates; or the time the plan becomes insolvent;

- Benefits that are not vested because you have not worked long enough;
- Benefits for which you have not met all the requirements at the time the plan becomes insolvent; and
- 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, NW, Suite 930, Washington, DC 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 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 **www.pbgc.gov**.

Other Information

The following additional information concerning your Plan is being provided to you in accordance with government regulations.

This Plan is a defined benefit plan. A joint Board of Trustees, consisting of four Union representatives and four Employer representatives is the Administrator of the Plan. The Board of Trustees has been designated as the agent for the service of legal process. Service of legal process may also be made upon a Plan Trustee or the Administrator at the following address:

UNITED SCENIC ARTISTS LOCAL 829 PENSION FUND
c/o Benefit Plans, Inc.
P.O. Box 17928
Los Angeles CA 90017-0928
Phone: 323-993-8829 or 844-993-8829
Fax: 323-993-8834

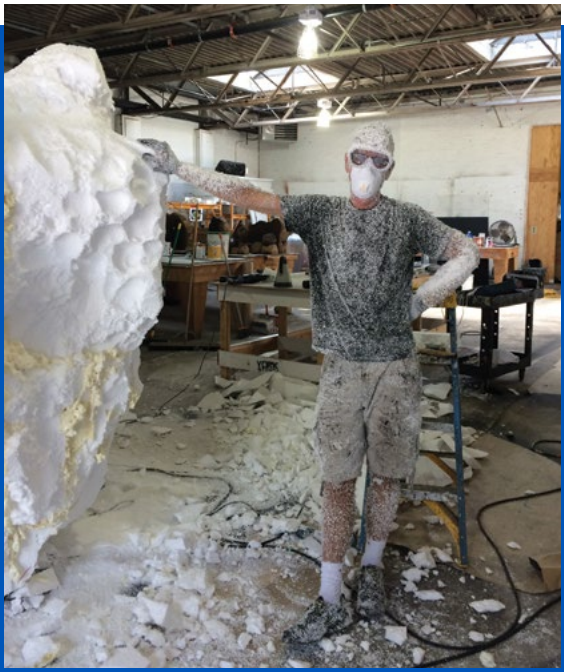
All contributions to the Plan are made by Employers in accordance with their collective bargaining agreements with the Union or other written agreements providing for such payments. The collective bargaining agreements require contributions to the Plan.

The Administrator will provide you, upon written request, with information as to whether a particular employer is contributing to this Plan on behalf of employees working under the collective bargaining agreement.

Benefits are provided from the Fund's assets, which are accumulated under the provisions of the collective bargaining agreement and the trust agreement and held in a trust fund for the purpose of providing benefits to covered participants and defraying reasonable administrative expenses.

Your right to a pension is dependent upon your meeting all of the qualifications and conditions set forth in the Plan. For example, if you die before entitlement to any benefit, you may not receive a pension. Your right to a pension may be adversely affected by economic conditions which might have some effect upon the maintenance of the Fund's assets, despite the Trustees' use of professional investment managers to handle the assets of the Pension Fund. The Trustees are devoting their best efforts to ensuring that your right to a pension is protected, but conditions beyond their control or beyond your control may conceivably affect your right or ability to receive a pension.

Your rights, if you are covered by the Pension Plan, can only be determined by consulting the Plan Document. Further information may be obtained through the Administrator.



YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT

As a Plan Participant, you are entitled to certain rights and protections under the Employment Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants will be entitled to:

- Receive Information about your Plan and benefits.
- Examine, without charge, at the 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 SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of the Plan's annual funding notice.
- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (i.e., age 65 or, if after, your age on the 5th anniversary of your participation in the Plan) 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 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 benefits plan. The people who operate your Plan, called "fiduciaries," 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 the 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If 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 the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 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 at 866-444-3272 or by visiting EBSA's website at **www.dol.gov/ebsa**.

ADMINISTRATIVE INFORMATION

Normally, the Plan Administrator should be able to help you resolve any problem you might have about your rights to benefits. All Plan documents and other related information are available if you wish to study these materials.

If, for some reason, it becomes necessary to contact the Department of Labor, you will need the following information to properly identify your Plan.

Official Plan Name	United Scenic Artists Local 829 Pension Fund
Plan Sponsor	Trustees of United Scenic Artists Local 829 Pension Fund
Participating Employers	The Plan Administrator has a list of participating Employers and will provide you, upon written request, with names and addresses of participating Employers.
Plan Administrator	The Board of Trustees (see the chart at the front of this book for names and addresses) The Board of Trustees has engaged a third-party administrator, Benefit Plans, Inc., to handle the day-to-day administration of the Plan. Their address is: Benefit Plans, Inc. P.O. Box 17928 Los Angeles CA 90017-0928 Phone: 323-993-8829 or 844-993-8829 Fax: 323-993-8834
Plan Funding	Employer contributions
Type of Plan	Defined Benefit Pension Plan
Employer Identification Number (EIN)	13-1982707
Plan Number	001
Plan Year/Fiscal Year	January 1 – December 31
Effective Date	This Plan became effective June 27, 1963, and has been restated several times, to comply with the requirements of law. The most recent restatement was effective November 1, 2014 and has been amended thereafter.
Agent for Legal Process Service	Service of legal process may be made upon a Plan Trustee or the Plan Administrator at the address listed above

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