

## OTHER IMPORTANT INFORMATION

This section contains administrative information about the ASP and other details required under the terms of a federal law, the Employee Retirement Income Security Act of 1974, as amended (ERISA).

### **Claim and Appeal Procedures**

#### **Claim Procedures**

Participants, their beneficiaries (if applicable) or any individual duly authorized by them have the right under ERISA and the ASP to file a written claim for benefits with the Savings Plan Administrator (see "Other Resources").

If a claim for benefits is denied in whole or in part, the claimant will receive a written notice of the Savings Plan Administrator's decision within 90 days after the Savings Plan Administrator received the claim. The written notice will include:

- The specific reason(s) for the denial,
- Reference to the specific ASP provisions on which the denial was based,
- A description of any additional material or information necessary for the claimant to complete the claim and an explanation of why the material or information is necessary,
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim,
- Information about the steps to be taken if you, your dependent, or an authorized representative wishes to submit the claim for review, and
- A statement regarding your right to bring an action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended (ERISA), 29 U.S.C. 1132(a).

If the Savings Plan Administrator needs more than 90 days to make a decision, he or she will notify you in writing within the initial 90-day period and explain why more time is required. An additional 90 days (for a total of 180 days) may be taken if the Savings Plan Administrator sends this notice. The extension notice will show the date by which the Savings Plan Administrator's decision will be sent.

If a claim for benefits is denied in whole or in part, an appeal process is available to you. You, your dependents or your authorized representative may appeal in writing within 60 days after the denial is received.

## Appeal Procedures

A claimant can appeal a denied claim. If you wish to file an appeal, you must do so in writing within 60 days of receiving notification of the Savings Plan Administrator's decision. In connection with preparing your appeal, you or your representative can request, free of charge, copies of all documents, records, and other information relevant to your claim. If you believe an error has occurred, you can support your request by giving the reason you think there is an error. Also, whenever possible, send copies of any documents or records that support your appeal. Whether or not you can provide such additional information, your claim will be reconsidered after your request is received. Send a written request for review of any denied claim directly to the Secretary of the Employee Benefits Committee (see "Important Contacts").

The Employee Benefits Committee will conduct a review and make a final decision within 60 days after receiving the written request for review.

If special circumstances cause the Employee Benefits Committee to need more than 60 days to make a decision, a representative will notify you in writing within the initial 60-day period and explain why more time is required. An additional 60 days (for a total of 120 days) may be taken if the Employee Benefits Committee sends this notice.

The decision will be in writing and will explain the specific reasons that your claim was denied, specific reference to pertinent ASP provisions on which the denial was based, a statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim, and a statement regarding your right to bring an action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended (ERISA), 29 U.S.C. 1132(a).

The Employee Benefits Committee shall serve as the final review committee under the Plan. However, you or your beneficiary may have additional rights under ERISA. Applicable law and the ASP's provisions require you to pursue all your claim and appeal rights on a timely basis *before* seeking any other legal recourse regarding claims for benefits.

The Employee Benefits Committee and the Savings Plan Administrator have the full discretionary authority and power to control and manage all aspects of the ASP, to determine eligibility for benefits, to interpret and construe all terms and provisions of the ASP, to determine questions of fact and law, and to adopt rules for the administration of the ASP as they may deem appropriate in accordance with the terms of the ASP and all applicable laws.

## **Statement of ERISA Rights**

As a participant in the ASP, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all Plan participants shall be entitled to:

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

Examine, without charge, at the Savings Plan Administrator's office and at other specified locations, 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 Savings Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Savings Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve months. The Plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Savings 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 Savings Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration Brochure Request Line at 1-800-998-7542, on the Internet at <http://www.dol.gov/ebsa/publications/main.html>, or by contacting the Employee Benefits Security Administration field office nearest you.

### **Benefits Cannot Be Assigned**

Generally, you or your beneficiary cannot assign or transfer amounts under the ASP nor can amounts credited to your Plan account be used to pay your debts or obligations of any nature, unless you first elect a withdrawal from your account. However, the ASP is required to comply with court-issued Qualified Domestic Relations Orders (QDROs) and qualified federal tax levies.

### **Benefits Not Guaranteed By PBGC**

The ASP is a defined contribution plan. Therefore, benefits under the Plan are *not* insured or guaranteed by the Pension Benefit Guaranty Corporation (PBGC).

### **ASP Expenses**

ASP participants pay investment manager and trustee fees and share the recordkeeping cost of the Plan with the participating companies. Investment management fees are disclosed in the applicable investment fund, prospectus and on NetBenefits.

### **ASP Funding and Payment of Benefits**

Funds are held for participants in the Plan and the participants' beneficiaries. The Trustee pays all benefits under the ASP from the available funds in the trust. Company matching contributions and employee contributions to the Plan go into a trust fund managed under the terms of a trust agreement by the Plan's Trustee.

### **ASP Documents Govern**

This SPD is designed to describe the ASP in easy-to-understand terms. It is shorter and less technical than the legal ASP document. However, the ASP document determines your rights and the rights of your beneficiaries under the Plan. In all instances, the ASP document governs.

### **Union Agreement**

The benefits described in this summary plan description reflect the provisions of the Plan as outlined in various bargaining agreements between the company and the unions representing employees of the company. Copies of these agreements are distributed or made available to those employees covered by the agreements and to any other employee who submits a written request for a copy to the Savings Plan Administrator. A reasonable duplication charge may be made for copies furnished in response to such written request.

### **ASP May Be Amended or Terminated**

The company expects to continue the ASP, but reserves the right to amend or terminate the ASP at any time by the resolution of the Board of Directors or properly authorized designee, subject to the terms of applicable collective bargaining agreements. If the ASP is terminated, you will be 100% vested in your ASP account. The company does not guarantee the continuation of any ASP benefits during employment or at or during retirement nor does it guarantee any specific level of benefits or contributions.