

INLAND

Refrigeration & Air Conditioning

Retirement Trust Fund Summary Plan Description

Amended and Restated Effective May 1, 2021



Fund Office:

SOUTHERN CALIFORNIA PIPE TRADES ADMINISTRATIVE CORPORATION
501 Shatto Place, Suite 500, Los Angeles, CA 90020 | (800) 595-7473 (213) 385-6161 | Fax (213) 385-2767 | www.scptac.org

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A MESSAGE FROM THE BOARD OF TRUSTEES

OF THE INLAND REFRIGERATION AND AIR CONDITIONING RETIREMENT TRUST FUND

To All Covered Employees:

We are pleased to provide you with this booklet explaining your Retirement Plan, including changes made to the Plan through May 1, 2021.

We believe you will want to read these rules and their explanations very carefully to understand your rights to your Individual Account. We have tried to explain all sections of the Plan as clearly as possible. However, the Plan is complicated. It is likely, therefore, that you will have questions after reading this booklet. You can call or write the Fund Office for answers to any questions you may have about the Plan and how any rule affects you or your Beneficiaries.

Please keep in mind that, for your protection, only the full Board of Trustees is authorized to interpret the Plan. Information you may receive from the Union, individual employers, individual Trustees, or the Fund Office should be regarded as unofficial. To be official, any information or opinion concerning your rights under the Plan must be communicated to you, in writing, signed on behalf of the full Board of Trustees.

YOU MUST KEEP THE FUND OFFICE INFORMED OF ANY CHANGE IN YOUR MAILING ADDRESS TO ENSURE THAT YOU RECEIVE ALL COMMUNICATIONS.

We hope you will find this booklet helpful and that you and your family will enjoy the Plan's protection for many years to come.

Sincerely,

BOARD OF TRUSTEES

CHECKLIST: THINGS FOR YOU TO DO

- **Let Us Know Where You Are**

You must keep the Fund Office informed of any change in your mailing address to ensure you receive all communications. The address and telephone numbers are:

Inland Refrigeration and Air Conditioning Retirement Trust Fund
c/o Southern California Pipe Trades Administrative Corporation
501 Shatto Place, Suite 500
Los Angeles, CA 90020
(213) 385-6161 (800) 595-7473 (213) 385-2767 (fax)
www.scptac.org info@scptac.org

- **If You are Thinking about Retirement or Terminating Employment**

Contact the Fund Office. Get the information you need and file your application in plenty of time. You may need certain documents, such as a birth certificate or marriage certificate, etc. The Fund Office will tell you what you need.

- **Qualified Military Service**

Effective December 12, 1994, the Fund will provide contributions, benefits, and service credit for “Qualified Military Service”, as federal law defines that term. Generally, you will be credited with Hours of Service corresponding to your military service if you leave your job to serve in the military and return to Covered Service within certain time frames. Contact the Fund Office if you think you may be so entitled.

- **Reciprocal Contributions**

This Plan is a party to the United Association Pension Fund Reciprocal Agreement, which provides for money-follows-the-Member reciprocity with all pension funds that have also signed the agreement and, in some cases, with the Plumbers and Pipefitters National Pension Fund. Under this agreement, contributions are transferred to your home local pension fund(s) automatically. This Fund may also enter into other similar reciprocity agreements.

- Incoming Reciprocity

Contributions made to another defined contribution fund that has signed an applicable reciprocal agreement will generally be transferred to this Fund according to the reciprocal agreement.

- Outgoing Reciprocity

Contributions to this Fund will be transferred to your home local pension fund(s) if your home local pension fund has signed an applicable reciprocal agreement, according to the reciprocal agreement.

Contributions are reciprocated based on your home local in the United Association’s records.

- **Keep your records**

The accuracy and completeness of the records of your work in Covered Service is an important factor in determining the value of your Individual Account. You can protect yourself by checking your work records against the reports you receive from the Plan. Keep pay vouchers, payroll check stubs, and other evidence of

your employment until you are sure you have been credited with that work. Please advise the Fund Office of any errors as soon as possible. The Trustees reserve the right to adjust the Fund's records if errors are discovered.

- **Designation of a Beneficiary**

To protect the person or persons you want to receive the Plan's death benefits if you die, you should be sure that you have made your Beneficiary designation known to the Fund Office. If your Beneficiary should die before you, or you want to change your choice for any other reason, you should inform the Fund Office. Effective for Beneficiary designations made on or after July 1, 2008, on a Trust-approved Beneficiary designation form, the designation of your Spouse as a Beneficiary will be revoked automatically upon your divorce.

- **Any Questions? Ask the Fund Office**

You should contact the Fund Office about any questions you have on the Plan and your rights and benefits under it, or any disagreement you may have concerning your records. Remember, only information in writing, signed on behalf of the full Board of Trustees, can be considered official.

A BRIEF SUMMARY OF THE PLAN

A. Participation in the Plan

If you work for an Employer under the terms of a Collective Bargaining Agreement, you are eligible to participate in this Plan on the date you are hired.

Participation in the Plan will automatically terminate upon death, a Break in Service, or the receipt of a benefit from the Plan.

B. Individual Accounts

Once you become a Participant, the Fund maintains a record of your interest in the Fund. This record, referred to as an Individual Account, includes all of the contributions made on your behalf by an Employer. The maintenance of the Individual Accounts is only for accounting purposes, and segregation of the Fund's assets to each account is not required.

1. Valuing Your Account

As soon as possible after each quarterly Valuation Date, your Individual Account is valued according to the following formula:

- a. The amount in your Individual Account on the last previous Valuation Date; plus
- b. The Employer contributions paid on your behalf during the current quarter of the Plan Year, if any; plus
- c. A proportionate share of the allocated net earnings or losses of the Plan during the current quarter; plus
- d. A proportionate share of the allocated expenses of the Plan during the current quarter; less
- e. Any disbursements from your Individual Account, including any forfeitures or withdrawals.

If the market value of the Plan's total investments is lower than the total amount in all of the Individual Accounts, the value of each Individual Account will be reduced in proportion to the reduced market value of the Plan's investments.

You will receive a statement following each quarterly Valuation Date showing the balance in your Individual Account.

If your Employer has not made contributions to the Trust, your Individual Account will not be credited with the contributions not received.

2. Vesting

Effective for contributions earned on or after February 1, 2008, if you have at least one Hour of Service on or after February 1, 2008, you will be fully vested after you have earned six Years of Service. You will be partially vested before six years per the following table:

Years of Service after February 1, 1965	Percentage Vested	Percentage Non-vested
Less than 2	0%	100%
2 but less than 3	20%	80%
3 but less than 4	40%	60%
4 but less than 5	60%	40%
5 but less than 6	80%	20%
6 or more	100%	0%

Effective for contributions earned from February 1, 2007 through January 31, 2008, if you have at least one Hour of Service on or after February 1, 2007, you will be fully vested after you have earned six Years of Service. You will be partially vested before six years per the following table:

Years of Service after February 1, 1965	Percentage Vested	Percentage Non-vested
Less than 1	0%	100%
1 but less than 2	10%	90%
2 but less than 3	20%	80%
3 but less than 4	40%	60%
4 but less than 5	60%	40%
5 but less than 6	80%	20%
6 or more	100%	0%

Effective for contributions earned from February 1, 1965 through January 31, 2007, if you have at least one Hour of Service on or after February 1, 1998, you will be fully vested after you have earned seven Years of Service. You will be partially vested before seven years per the following table:

Years of Service after February 1, 1965	Percentage Vested	Percentage Non-vested
Less than 1	0%	100%
1 but less than 2	10%	90%
2 but less than 3	20%	80%
3 but less than 4	30%	70%
4 but less than 5	40%	60%
5 but less than 6	60%	40%
6 but less than 7	80%	20%
7 or more	100%	0%

Effective for contributions earned from February 1, 1965 through January 31, 2007, if you do not have at least one Hour of Service on or after February 1, 1998, you will be fully vested after you have earned ten Years of Service. You will be partially vested before ten years per the following table:

Years of Service after February 1, 1965	Percentage Vested	Percentage Non-vested
Less than 1	0%	100%
1 but less than 2	10%	90%
2 but less than 3	20%	80%
3 but less than 4	30%	70%
4 but less than 5	40%	60%
5 but less than 6	50%	50%
6 but less than 7	60%	40%
7 but less than 8	70%	30%
8 but less than 9	80%	20%
9 but less than 10	90%	10%
10 or More	100%	0%

For vesting purposes, you will earn one Year of Service for each Plan Year after February 1, 1965, during which you complete 1,000 or more Hours of Service. For each Plan Year during which you complete at least 100, but fewer than 1,000, Hours of Service, you will earn fractional Years of Service based on one-tenth (1/10) of a Year of Service for every 100 Hours of Service completed. "Hours of Service" generally mean each hour for which an Employee is paid, or entitled to be paid.

3. Related Service for Vesting Purposes

If you work for an Employer in a position not covered by a Collective Bargaining Agreement, and such employment is contiguous with your employment covered by a Collective Bargaining Agreement, such non-covered employment after February 1, 1976 shall be counted as Hours of Service in determining whether you are entitled to a Year of Service. Contiguous employment is employment that follows or precedes employment covered by a Collective Bargaining Agreement with the same Employer without any intervening quit, discharge, or retirement and which occurs while that Employer is obligated to contribute to the Plan on behalf of Employees covered by a Collective Bargaining Agreement.

Effective February 1, 2013, if you work under the terms of a Collective Bargaining Agreement with the United Association, or with Southern California Pipe Trades District Council 16 of the United Association, or a local union thereof, that requires your employer to contribute to a pension plan on your behalf for such work (but not to this Plan), such non-covered employment shall be counted as Hours of Service in determining whether you are entitled to a Year of Service, provided the following conditions are met:

- a. Such non-covered employment must follow your Covered Employment by a period of not more than 12 months without any intervening quit, discharge, or retirement, excluding periods of illness or injury resulting in disability (which has been established by evidence deemed sufficient by the Board of Trustees) and periods during which you were laid off from work in Covered Employment but were available for work and on the Union's out-of-work list; and

- b. During such period of separation, if any, you must not have performed refrigeration, plumbing, or pipe fitting work for compensation or profit within the territorial jurisdiction of the United Association or District Council 16.

4. Forfeitures and Breaks in Service

After you are vested, you will be eligible to receive payment of your Individual Account upon satisfaction of the conditions of eligibility for benefits as described below. However, if you are not fully (100%) vested in your Individual Account and incur five consecutive One-Year Breaks in Service or receive a voluntary distribution of the vested portion of your Individual Account, the non-vested portion of your Individual Account will be forfeited. A One- Year Break in Service occurs when you fail to work at least 250 Hours of Service during a Plan Year (February 1 to January 31).

If you reach age 65, or become totally disabled or die before age 65, before your benefits are forfeited, you will be 100% vested in your Individual Account regardless of whether you have completed ten Years of Service.

5. Allocation of Forfeitures

On each January 31 Valuation Date, all forfeitures will be allocated in the following order of priority:

- a. To the Individual Account of any Employee as needed to pay contributions for Qualified Military Service;
- b. To cover administrative expenses of the Plan; and
- c. To restore forfeitures of a former Employee who has become reemployed and has repaid the amount of any prior distribution.

6. Investment of Individual Accounts

The amount in your Individual Account is pooled with the amounts in all of the Individual Accounts and invested together.

As mentioned above, at each Valuation Date each Individual Account is credited with a pro-rata share of the Plan's overall net investment return or loss in addition to the contributions received by the Plan on the Participant's behalf.

The Trustees shall hire either investment manager(s) qualifying as such under ERISA Section 3(38) or investment companies registered under the Investment Company Act of 1940 (mutual funds) or commingled trust funds open only to qualified retirement plans to invest Fund assets. The assets of the Plan will be invested (a) for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan; (b) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and (c) by diversifying the investments of the Plan to minimize the risk of large losses, unless under the circumstances it is prudent not to do so.

Note: There is no guarantee of investment return or principal when investing in securities. At any time, the value of your Individual Account will reflect any changes in the value of the securities held by the Plan.

7. Payment of Final Individual Account Balance

Your final Individual Account balance is the amount of the benefit that is payable at the time of distribution of your benefit. Your final Individual Account balance is the amount in your Individual Account at the last Valuation Date before the later of (1) the date the Fund Office receives your retirement application, or (2) the date you are eligible to receive a distribution, plus any applicable Employer contributions received by the Plan after such Valuation Date.

Example: If the Fund Office receives your application on July 15, 2021, and you are then eligible to receive a distribution, the last Valuation Date will be April 30, 2021. If the Fund Office receives your application on July 15, 2021, but you are not eligible to receive a distribution until August 1, 2021, the last Valuation Date will be July 31, 2021.

The calculation of your final Individual Account balance may change based on the Plan's annual audit results after the close of each Plan Year. This annual audit can take approximately 8 months to complete. Therefore, if your application is received after a Valuation Date but before the completion of the annual audit for the most recently concluded Plan Year ended January 31, the Plan may pay benefits based on your quarterly Individual Account valuation but withhold a percentage of your payment pending completion of the audit. The percentage to be withheld will be 10% unless the Board of Trustees determines to apply another percentage based on the Plan's investment performance and other factors.

C. Eligibility for Benefits

Your Individual Account Balance will be paid out only for one of the following reasons:

- Normal retirement at age 65;
- Early retirement at age 55 with 10 years of service after February 1, 1965, or if vested;
- Termination of employment before age 65;
- Total disability as established by receipt of Social Security disability benefits; or
- Death

1. Normal Retirement

When you have reached normal retirement age and retire, you are automatically vested and entitled to receive your entire Individual Account.

2. Early Retirement

When you retire but have only reached early retirement age, and you have ten years of service after February 1, 1965, or are vested, you may receive your entire Individual Account.

3. Termination of Employment

When you terminate employment before age 65 for reasons other than early retirement, disability, or death, the vested percentage of your Individual Account, plus all subsequent investment earnings or losses on such amount, may be paid to you. If your termination of employment occurs before age 55, you will be entitled to the vested portion of your Individual Account 12 consecutive calendar months following such termination of employment provided you do not work in the refrigeration industry in any capacity within the territorial jurisdiction of the Union following such termination of employment.

If you terminate employment between ages 55 and 65, you will be entitled to the vested percentage of your Individual Account upon the earliest of the following:

- 12 consecutive calendar months following such termination of employment provided you do not work in the refrigeration industry in any capacity within the territorial jurisdiction of the United Association following such termination of employment; or
- 12 consecutive calendar months following the date of your benefit application provided you have separated from service and are thus otherwise eligible for benefits.

4. Disability

If you terminate employment due to disability (as defined above), you are automatically vested and entitled to receive your entire Individual Account.

5. Death

If you die before you retire, your account is automatically vested and paid to your Beneficiary(ies).

D. Qualified Domestic Relations Orders (QDROs)

If you and your Spouse divorce, the court may issue a Qualified Domestic Relations Order (QDRO) as part of the proceedings. A QDRO is an official court order that instructs the Trustees to pay all or part of your benefit to an alternate payee. The Trustees by law must recognize and comply with QDROs, if the order is submitted to and approved by the Trustees. Remember, a domestic relations order is not “qualified” (i.e., a QDRO) unless and until the Plan has approved it according to the Plan’s procedures. You may obtain a copy of the QDRO procedures from the Fund Office without charge. Alternate payees may include your Spouse, former Spouse, child, or other qualified dependent.

The Plan may charge the alternate payee in a proposed QDRO a reasonable fee, currently \$250.00 or actual costs if greater, to compensate the Plan for its reasonable expenses incurred by the administrator, record keeper, or legal counsel in proposing, reviewing, or implementing QDROs.

E. Repayment of Benefits

If you received a distribution of your Individual Account when it was less than 100% vested, and if you return to work in covered employment before you have five consecutive One-Year Breaks in Service, you may, within one year after re-employment, repay to the Fund in one payment the benefit you received. Upon repayment, your Individual Account balance will be restored to the level reached before the distribution, unadjusted for any gains or losses since the distribution.

F. Forms of Benefit Payment

The form in which your Individual Account will be paid depends on how you became eligible for benefits, your marital status, and, in certain circumstances, how you choose to receive it.

1. Retirement, Disability, or Termination of Employment

a. Married Participants

If your Individual Account becomes payable to you because of retirement, disability, or termination of employment, and you are married on the date benefits became payable, the automatic form of payment will be a “qualified joint and survivor annuity”. This means that the value of your Individual

Account will be used to pay a fixed monthly benefit to you for your life and, upon your death, 50% of such monthly benefit will be paid to your surviving Spouse until your Spouse's death.

If you and your Spouse do not want this form of payment, you may reject it and choose one of the optional forms of payment outlined below. Your rejection must be in writing in a form required by the Trustees, contain the signature of you and your Spouse, acknowledge the effect of the rejection, be witnessed by an authorized representative from the Fund Office or notarized, and be submitted to the Fund Office.

b. Unmarried Participants

If your Individual Account becomes payable to you because of retirement, disability, or termination of employment, and you are not married on the date benefits become payable, the automatic form of payment will be a "single-life annuity". This means that the value of your Individual Account will be used to pay a fixed monthly benefit to you for your life and, upon your death, no further benefit will be payable.

If you do not want this form of payment, you may reject it and choose one of the optional forms of payment as outlined below. Your rejection must be in writing in a form required by the Trustees, contain your signature, be witnessed by an authorized representative from the Fund Office or notarized, and be submitted to the Fund Office.

2. Death Before Retirement

a. Married Participants

If your Individual Account becomes payable because of your death, the automatic form of payment will be a "pre-retirement survivor annuity" for your surviving Spouse. This means that the value of your Individual Account will be used to pay a fixed monthly benefit to your surviving Spouse for his or her lifetime, with all payments ending on his or her death.

If your surviving Spouse does not want to receive this form of payment, he or she may reject it and choose to receive the lump-sum optional form of payment outlined below.

You may designate someone other than your Spouse to receive your Individual Account on your death if your Spouse consents in writing.

b. Unmarried Participants

If your Individual Account becomes payable because of your death, and you are not married on the date of your death, the automatic form of payment is a single lump-sum payment to your designated Beneficiary.

To ensure that your Individual Account is paid to the person you want to receive it, be sure to file a Beneficiary designation with the Fund Office and keep it up to date. If you fail to designate a Beneficiary, your Individual Account will be paid to your next of kin as provided by the California laws of intestate succession.

3. Optional Forms of Payment

You and your Spouse, if applicable, may reject the automatic form of payment as described above and request to have your Individual Account paid in any of the following forms:

- a. An optional 75% joint and survivor form of benefit. Under this actuarially-adjusted form of benefit, the value of your Individual Account will be used to pay a fixed monthly benefit to you for your life, and upon your death, 75% of such monthly benefit will be paid to your surviving Spouse until your Spouse's death;
- b. A lump-sum payment; or
- c. Installment payments to be paid over a period not to exceed ten years.

The Fund Office will provide you with a detailed written explanation of your benefits and your right to change payment options.

4. Lump-Sum Cash Out

If your Individual Account Balance does not exceed \$5,000, the Trustees may pay your benefits in a lump sum payment without the consent of the payee.

5. Tax Treatment of Distributions

Generally, the money in your Individual Account is not taxable until it is received, and, for the year of receipt, it must be reported as taxable income. Federal law governs the withholding of income tax and tax-free rollovers.

You, and in some cases your Spouse or former Spouse or other eligible Beneficiary(ies), may be allowed to elect a direct transfer of eligible Plan distributions to an eligible retirement vehicle, such as another qualified plan, tax-qualified annuity, IRA, Roth IRA, or a qualified state or local government plan which accepts rollovers.

The recipient of Plan benefits must complete the appropriate forms and inform the Fund Office of the name of the retirement vehicle to which they wish to transfer their benefit amount, and any other information necessary to make the transfer. If an individual is eligible for a "rollover" to another eligible retirement vehicle and does not elect to do so, the Plan generally must withhold 20% of the distribution to offset federal income tax that may be owed. The individual may also be subject to a 10% federal penalty if they are under age 59½ at the time of the distribution. State withholding, tax, and tax penalties may also apply. The Participant or other eligible recipient of Plan benefits will be notified of their potential rollover rights when they request a distribution.

The rules that determine whether a recipient of Plan benefits qualifies for favorable tax treatment are complex. To determine the best way for a Participant or other eligible recipient to receive a distribution of Plan benefits and the tax consequences of any payment received, the recipient is strongly advised to discuss their particular circumstances with a qualified tax advisor.

Contact the Fund Office for more details.

G. Application and Appeals Procedures

You may apply for your benefits when you retire, terminate employment, or become disabled. Your Beneficiary may apply following your death. Please see above for more complete information regarding the eligibility provisions.

You should apply as far in advance as possible since it may take many months to complete the application process.

You may postpone the commencement of your benefit payments until the later of (a) April 1 of the calendar year following the calendar year in which you attain age 72 or (b) when you retire. Please contact the Fund Office for more information.

This Plan includes a claim and appeal procedure that must be followed. Be sure to read it carefully before filing a claim or a lawsuit involving the Plan, the Board of Trustees, or the Fund. The purpose of the appeals procedure is to make it possible for claims and disputes to be resolved fairly and efficiently without costly litigation.

The first step in applying for your benefits is to request an application from the Fund Office. After you file your application, you will get information about your benefit, choices, and other information to help you make your decisions and select your form of benefit payment. Federal law requires that you and your Spouse, if married, have 90 days before you receive your benefits to consider your benefit options. If you select an option, you may change your mind at any time before benefits are first paid.

You will be considered as having filed your application for benefits when the Fund Office receives your application. You may need copies of several documents, such as a birth certificate, marriage certificate, domestic relations orders, etc. The Fund Office can tell you what you need.

If you are applying for a disability benefit, you must submit a copy of your Social Security disability award.

If your surviving Spouse or Beneficiary is applying for benefits because of your death, they will need to submit a copy of the death certificate.

1. Processing a Claim For a Benefit

The Fund will treat any application or written request for a Plan benefit or any other written claim for Fund action made by you or your authorized representative following the procedures described in this SPD as a “claim for benefits”. You have the right to appeal any Fund decision regarding the amount or timing of a benefit or any other Fund decision affecting your rights under the Plan using the procedures set forth below.

Except for benefits from the Fund that are paid automatically, to claim benefits, you must obtain an application form from the Fund Office. The form must be completed, signed, and submitted to the Fund Office. A claim will be treated as submitted on the date the Fund Office receives it. If your application is incomplete, you will be notified as soon as possible with a written request for additional information.

All claims will be processed no later than 90 days after the submission of your claim, which may be extended an additional 90 days if special circumstances exist requiring more time to consider your claim.

You will be notified in writing by the Fund Office if an extension is needed and when you may expect to receive a decision on your claim. However, every effort will be made to process your claim as soon as administratively feasible after its receipt by the Fund Office.

Where appropriate, you will be awarded any partial benefits that can be determined with the available information. If partial benefits cannot be awarded because of a lack of necessary information, the Fund Office will conditionally deny your claim. The Fund Office will continue to seek the information required to make a final determination.

2. Notice of Decision on Your Claim

If your claim for benefits is denied, in whole or in part, the Fund Office will provide you with a written notice that states (1) the specific reason or reasons for the denial, (2) refers to the specific Plan provisions on which the denial is based, (3) describes any additional material or information that might help your application, (4) explains why that information is necessary, and (5) describes the Fund's review procedures and applicable time limits, including a right to bring a civil action under Section 502(a) of ERISA.

3. Appealing a Benefit Denial

If your claim for benefits is denied, in whole or in part, you may request that the Board of Trustees review the benefit denial. All appeals must be in writing and must be received by the Fund Office within 180 calendar days after you receive the written notice of the denial from the Fund Office. Failure to file a timely written appeal shall constitute a complete waiver of your right to appeal, and the decision of the Fund Office will be final and binding.

In presenting your appeal, you have the opportunity to submit written comments, documents, records, and other information relating to your claim. You are also entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim. Personal appearances on appeals are at the discretion of the Board of Trustees.

Your written appeal should state the specific reasons why you believe the denial of your claim was in error. You should also submit any documents or records that support your claim. This does not mean that you are required to cite all of the Plan provisions that apply or to make "legal" arguments; however, you should clearly state why you believe you are entitled to the benefits or other relief you are claiming. The Board of Trustees can best consider your position if it clearly understands your claims, reasons, or objections.

The review of the Board of Trustees will consider all comments, documents, records, and other information that you submit, without regard to whether such information was submitted or considered by the Fund Office in its determination. The Trustees will also not afford deference to the initial decision by the Fund Office.

The Fund Office maintains records of determinations on appeal and Plan interpretations so that those determinations and interpretations may be referred to in future cases with similar circumstances.

The Board of Trustees will meet at least once each quarter to review pending appeals. The decision of the Trustees will be made by the meeting immediately following the date the appeal is received by the Fund

Office. If the appeal is received during the 30 days preceding the meeting, the decision will not be made until the second meeting following receipt of the appeal. The time for processing an appeal may be extended in special circumstances by written notice to you before the beginning of the extension. Such an extension may only last until the third meeting following receipt of the appeal.

4. Notice of Decision on Appeal

Written notice of the decision of the Trustees will be sent within five days from the date of the meeting at which the appeal was reviewed.

If your appeal is denied, in whole or in part, you will receive a written decision that will include: (1) the specific reason(s) for the denial; (2) the specific Plan provisions on which the denial is based; (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your appeal; and (4) a statement of your right to bring a lawsuit under Section 502(a) of ERISA.

5. The Decision on Appeal is Final and Binding

The Trustees' decision is final and binding on all parties, including anyone claiming a benefit on your behalf.

Once a final decision is rendered, there is no right to re-file the same appeal or request reconsideration. If such an appeal or request for reconsideration is filed, the Trustees may refuse to consider it.

The Board of Trustees has full discretion and authority to determine all matters relating to appeals, including, but not limited to, eligibility for benefits, the amount of benefit to which individuals are entitled, the standard of proof required for any claim, and the application and interpretation of the Plan.

If the Trustees deny your appeal and you decide to seek judicial review, the Trustees' decision will be subject to limited judicial review to determine only whether the decision was arbitrary and capricious. Generally, no lawsuit may be brought without first exhausting the above claims and appeals procedure, nor may any evidence be used in court unless it was first submitted to the Trustees before the decision on your appeal. No legal action may be commenced against the Trust, the Plan, or the Trustees more than two years after the claim has been denied on appeal.

6. Right to Be Represented

In making a claim or appeal, you may be represented by an authorized representative. If your representative is not an attorney or court-appointed guardian, you must designate the representative by a signed written statement. However, neither you nor your representative has a right to an in-person hearing or appearance before the Trustees.

7. Any Adverse Decision May be Appealed

The recipient of any written correspondence from the Fund Office that could be interpreted as adversely affecting the recipient's interest may appeal to the Trustees for a determination of the content of that correspondence. Such a request for review must be in writing and must be made within 180 calendar days after receipt of the correspondence from the Fund Office. Such appeals will be processed in the same manner as appeals from determinations on benefit applications.

H. Important Notices

1. This document is a summary

The preceding material was prepared to explain as clearly as possible your rights and benefits and other important features of your Retirement Plan. For purposes of clarity, some of the precise detail of the rules has been summarized. Every effort has been made to ensure the accuracy of the summary. However, nothing in this explanation is intended to change the rules of the Plan in any way.

If any question is created, your rights will be determined following the text of the Plan and the procedures prescribed in the Plan. You are entitled to review a copy of the Plan document.

Only the full Board of Trustees is authorized to interpret the Plan. Neither the Union, nor any Employer, nor any of their representatives, nor any individual Trustee, nor the Fund Office is authorized to interpret the Plan or act as an agent of the Board of Trustees.

If you have any questions about the Plan, contact the Fund Office. The staff has the most current information about the operation of the Plan and your rights and responsibilities under it. The staff is available to help you with any questions. Information you receive from other sources is not official and may not be correct.

Address your inquiries to:

Inland Refrigeration and Air Conditioning Retirement Fund
c/o Southern California Pipe Trades Administrative Corporation
501 Shatto Place, Suite 500
Los Angeles, CA 90020
(213) 385-6161 (800) 595-7473 (213) 385-2767 (fax)
www.scptac.org
info@scptac.org

2. No Assignment of Benefits

Benefits may not be sold, assigned, or pledged as security for a loan. Furthermore, benefits are not subject to attachment or execution for the payment of a debt under any judgment or decree of a court or otherwise, except as provided in the Internal Revenue Code and applicable regulations. However, any benefits payable to a former Spouse or Alternate Payee, under a legally binding Qualified Domestic Relations Order, will be honored by the Fund.

3. Erroneous Payments

Every effort will be made to ensure accuracy in the payment of your benefits. However, if an error is discovered, regardless of how long ago it occurred and regardless of who is responsible for the error, and it is determined that the Fund has paid any benefits that you are not entitled to, you are obligated to reimburse the Fund for the erroneous payments, plus interest. The Trustees have the right to seek repayment from you through any legal means, including the right to reduce future benefit payments by the amount of the erroneous payment.

4. Misrepresentation or Fraud

If you receive benefits because of false information or a misleading or fraudulent representation, you will be required to repay all erroneous amounts paid by the Fund, plus interest, and you will be liable for all costs of collection including attorneys' fees. The Trustees have the right to seek repayment from you through any legal means, including the right to reduce future benefit payments by the amount of the payment made because of fraud or misrepresentation.

INFORMATION REQUIRED BY ERISA

The following additional information concerning the Plan is provided to you under the Employee Retirement Security Act of 1974 (ERISA). The terms in this section are generally as defined in ERISA unless capitalized.

A. Official Name of the Plan

Inland Refrigeration and Air Conditioning Retirement Trust Fund.

B. Parties Maintaining the Plan

Board of Trustees of the Inland Refrigeration and Air Conditioning Retirement Trust Fund
c/o Southern California Pipe Trades Administrative Corporation
501 Shatto Place, Suite 500
Los Angeles, CA 90020

A complete list of the Employers and employee organizations sponsoring the Plan may be obtained upon written request to the plan administrator and is available for examination by Participants and Beneficiaries.

Any Participant or Beneficiary may request, in writing, information about whether a particular employer or organization is a sponsor of the Plan (and that sponsor's address).

C. Internal Revenue Service Plan Identification Number and Plan Number

The Plan Identification Number (EIN) is 95-6377502. The Plan Number is 001.

D. Type of Plan

It is a multiemployer profit-sharing defined contribution plan.

E. PBGC Insurance

Benefits provided under the Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 (ERISA), because the insurance provisions under ERISA do not apply to this type of plan.

F. Type of Administration of the Plan

The Board of Trustees has designated the Southern California Pipe Trades Administrative Corporation to perform the daily business functions of the Plan. You may contact the Fund Office at:

Southern California Pipe Trades Administrative Corporation
Attention: Joel Brick
501 Shatto Place, Suite 500
Los Angeles, CA 90020

(800) 595-7473
(213) 385-6161
www.scptac.org
info@scptac.org

G. Plan Administrator

Board of Trustees of the Inland Refrigeration and Air Conditioning Retirement Trust Fund
c/o Southern California Pipe Trades Administrative Corporation
501 Shatto Place, Suite 500
Los Angeles, California 90020
(213) 385-6161 (800) 595-7473

H. Agent for Service of Legal Process

Southern California Pipe Trades Administrative Corporation
501 Shatto Place, Suite 500
Los Angeles, California 90020

Service of legal process may also be made upon any Trustee.

I. Collective Bargaining Agreements

The Plan is maintained according to Collective Bargaining Agreements, copies of which may be obtained upon written request to the plan administrator. The Collective Bargaining Agreements are also available for examination by participants and beneficiaries.

J. Source of Financing of the Plan

All contributions to the Plan are made by Employers at fixed rates per hour worked or paid for per the Collective Bargaining Agreements.

K. Funding Medium

Benefits are provided directly from the Plan's assets accumulated in the Fund established and maintained following the Trust Agreement governing the Plan.

The Fund's assets are held in trust by the Board of Trustees. The assets are used exclusively for providing benefits to participants and beneficiaries per the provisions of the Plan, and for paying the reasonable administrative expenses of the Fund.

L. Description of Provisions for Non-forfeitable Benefits

You become vested following the provisions of Article V of the Plan.

M. Plan's Requirements Respecting Eligibility for Participation and Benefits

You become eligible following the provisions of Articles II, III, IV, and V of the Plan.

N. Circumstances Which May Result in Ineligibility for, or Loss of, Benefits

Your Individual Account may experience a loss in value due to investment losses, the payment of Plan operating expenses, or your Employer's failure to make required contributions, as described in "Individual Accounts" above. Furthermore, if you do not work a certain number of hours, you can lose (forfeit) the non-vested portion of your Individual Account, as described in "Forfeitures and Breaks in Service" above. For information on what happens to forfeited amounts, please refer to "Allocation of Forfeitures" above. As described above, the non-vested portion of your Individual Account will no longer be credited with a share of the Plan's earnings and losses after you suffer five consecutive One-Year Breaks in Service.

O. Claims Procedure

An application for benefits must be filed, in writing, with the Fund Office.

If you wish to appeal a denial of a benefit, in whole or in part, a request for a review must be filed within 60 days after receiving the denial. For a complete description of the claims appeal procedure, see "Application and Appeals Procedures" above.

P. Actions of Trustees

The Trustees have full discretion and authority over the standard of proof for any inquiry, claim, or appeal and over the application and interpretation of the Plan and trust. No legal proceeding may be filed in any court or before an administrative agency against the Plan or its Trustees unless all review procedures with the Trustees have been exhausted. No legal action may be commenced against the trust, the Plan, or the Trustees more than two years after a claim has been denied.

Q. Right to Amend

The Trustees have the complete discretion to amend or modify the Plan or trust, and any of their provisions, in whole or in part, at any time.

R. Statement of ERISA Rights

As a participant in the Inland Refrigeration and Air Conditioning Retirement Trust Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

1. Receive Information About Your Plan and Benefits

- Examine, without charge, at the plan administrator's office and other specified locations, such as union halls, all documents governing the plan, including 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 collective bargaining agreements, and copies of the latest annual report (Form 5500 series), and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age

(age 65) and, if so, what your benefit 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 what you have to do to obtain the right to benefits. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

2. Prudent Actions by Plan Fiduciaries

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

3. Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay 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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may also file suit in state or 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 those costs and fees, for example, if it finds your claim is frivolous.

4. Assistance with Your Questions

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

S. Important Note

Nothing in the foregoing statement is meant to interpret, extend, or change in any way the provisions expressed in the Plan. The Board of Trustees of the Plan reserves the right to amend, modify, rescind, or discontinue all or part of this Plan at any time and for any reason, in its sole and absolute discretion following the plan documents governing the Plan.

T. Plan Termination

It is intended that this Plan will continue indefinitely, but the Board of Trustees reserves the right to change or discontinue the Plan at any time. The Trustees may terminate the Plan by a document in writing adopted by a majority of the Union Trustees and a majority of the Employer Trustees if, in their opinion, the Fund is not adequate to carry out its intended purpose or is not adequate to meet the payments due or which may become due. The Plan may also be terminated if there are no individuals living who can qualify as participants or beneficiaries under the Plan, or if there are no longer any Collective Bargaining Agreements requiring contributions to the Fund. The Trustees have the complete discretion to determine when and if the Fund should be terminated.

If the Plan is terminated, the Trustees will: (i) pay the expenses of the Fund incurred up to the date of termination as well as the expenses in connection with the termination; (ii) arrange for a final audit of the Fund; (iii) give any notice, and prepare and file any reports required by law; and (iv) apply the assets of the Fund following the law and the Plan, including amendments adopted as part of the termination, until the assets of the Fund are distributed. Under no circumstances will any portion of the Fund revert or inure to the benefit of an Employer, any employer association, or the Union.

Upon termination of the Plan and Fund, the Trustees will promptly notify the Union, any employer association, Employers, and all other interested parties. The Trustees will continue as Trustees for the purpose of winding up the affairs of the Plan.

Upon termination, the Trustees will make a reasonable effort to contact every Participant or, if you are deceased, your Beneficiary. If you cannot be located or do not make a claim for payment of your Individual Account within six months following notice by certified mail to your last known address, the Trustees will roll over your Individual Account to an individual retirement plan (IRA) in your name or that of your missing Beneficiary. The provider of the individual retirement plan will be selected following the Department of Labor's rules and regulations, including any available safe harbor for distributions to missing Participants of terminated defined contribution plans. If it is not feasible to roll over the account into an individual retirement plan the Trustees will determine the best alternative, including depositing the account into an interest-bearing federally insured savings account. The names of the individuals for whom an account is established will be available for reference with the Union.

U. Foreign Language Assistance / Asistencia Lengua Extranjera

This booklet contains a summary in English of your Plan rights and benefits under the Inland Refrigeration and Air Conditioning Retirement Trust Fund. If you have difficulty understanding any part of this booklet, contact Joel E. Brick, the plan administrator, at the Southern California Pipe Trades Administrative Corporation, 501 Shatto Place, Suite 500, Los Angeles, California 90020. You may also call the plan administrator's office at (213) 385-6161 or (800) 595-7473 for assistance. The fax number is (213) 385-2767.

AVISO A LOS PARTICIPANTES QUE HABLAN ESPAÑOL: Si tiene alguna pregunta tocante este folleto, o requiere alguna otra información tocante a su cobertura de salud, por favor no dude en comunicarse con la Oficina del Fondo al (213) 385-6161 o (800) 595-7473, donde habrá varios representantes bilingües que con gusto le ayudarán.

DEFINITIONS

Beneficiary

A Beneficiary is a person designated by you or by the terms of the Plan to receive benefits when you die.

Board of Trustees

All of the Trustees established as one body following the Trust Agreement.

Collective Bargaining Agreement

Any negotiated labor agreements between a contributing Employer, or employer association acting on behalf of Employers, and Southern California Pipe Trades District Council No. 16 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada (“United Association”), or any local Union affiliate of the District Council that requires contributions to the Inland Refrigeration & Air Conditioning Retirement Fund. It also refers to an agreement, to which the United Association is a party, requiring contributions to the Fund.

Covered Service

Work covered by the Collective Bargaining Agreements for which your Employer is required to make contributions to this Plan.

Employee

Any person who performs work covered by the Collective Bargaining Agreements for an Employer that is required to make contributions to this Plan. The term may also include employees of the Union.

Employer

Any Employer bound to a Collective Bargaining Agreement that requires the Employer to contribute to this Plan, the Inland Refrigeration and Air Conditioning Retirement Trust Fund.

ERISA

Employee Retirement Income Security Act of 1974, as amended.

Fund

The Inland Refrigeration and Air Conditioning Retirement Trust Fund created by the Trust Agreement establishing that Fund.

Fund Office

The office to which all communications about your retirement benefits should be addressed. It is the office to which anything for the Board of Trustees should be sent. Any inquiries about your rights and benefits and responsibilities under the Plan and any notice you may be required to give the Plan should be addressed to this office. The address and telephone numbers are:

Southern California Pipe Trades Administrative
Corporation
501 Shatto Place, Suite 500
Los Angeles, CA 90020

(800) 595-7473
(213) 385-6161
www.scptac.org
info@scptac.org

Hour of Service

The term “Hour of Service” includes each hour of work in Covered Service as well as hours for which an Employee is entitled to be paid for reasons other than the performance of duties (such as vacation, sickness, or disability). In the case of an Employee who is receiving disability benefits, no more than 501 hours may be credited for any single continuous period of disability.

Individual Account

The account established and maintained for each Participant in this Plan. The balance of your Individual Account equals all contributions made by your employer, plus/minus all earnings/losses on your investments, less any fees or expenses charged or withdrawals taken.

Participant

An Employee who has satisfied the rules to become eligible under the terms of the Plan.

Plan

The benefits, rules, limitations, and other provisions described in this SPD and established by the Plan Document.

Plan Document

The written document titled “Second Restatement of the Rules and Regulations of the Inland Refrigeration and Air Conditioning Retirement Trust Fund (Restated effective February 1, 2014)” and any amendments thereto.

Plan Year

The twelve consecutive month period from February 1 through the following January 31.

SPD

Summary Plan Description. This document. A summary of the provisions of and benefits available under the Inland Refrigeration and Air Conditioning Retirement Trust Fund.

Spouse

Your Spouse is the person to whom you are lawfully married.

Trust Agreement

The written document titled “Restated Agreement and Declaration of Trust for the Inland Refrigeration and Air Conditioning Retirement Trust Fund (Restated Effective August 1, 2012” under which the Fund has been established and maintained and to which this Plan has been adopted, and any amendments thereto.

Trustees

Employer and Union representatives who oversee the Fund.

Union

The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, and its Local Unions (the “United Association” or the “U.A.”) and such other Unions which have or may in the future become parties to and agree to be bound by the Trust Agreement.

Valuation Date

The date on which Individual Accounts are valued. The Valuation Dates are April 30, July 31, October 31, and January 31 of each Plan Year.

TRUSTEES

The following is a list of the Trustees as of the publication date of this SPD. The members of the Board of Trustees may change from time to time. If you want a current listing of the Trustees, contact the Fund Office.

Union Trustees

Mr. Al Powers
U.A. Local 364
223 S. Rancho Ave.
Colton, CA 92324
(909) 825-0359

Mr. Joseph Raymond
U.A. Local 364
223 S. Rancho Ave.
Colton, CA 92324
(909) 825-0356

Mr. David Hanson
U.A. Local 398
8590 Utica Ave., Suite 200
Rancho Cucamonga, CA 91730
(909) 945-5557

Mr. Jerry Trevino
U.A. District Council No. 16
501 Shatto Place, Suite 400
Los Angeles, CA 90020
(213) 487-4262

Management Trustees

Ms. Cheryl James
ARCA/MCA
3602 Inland Empire Blvd., #B-206
Ontario, CA 91764
(909) 477-4515

Mr. Ron Hickey
EMCOR Service/Mesa Energy
2 Cromwell
Irvine, CA 92618-1816
(949) 460-0460

Mr. Michael Reed
Stater Bros. Markets
301 S. Tippecanoe Ave.
San Bernardino, CA 92408
(909) 733-5002

Mr. Joe Wisdom
South Coast Facility Services
800 East Orangethorpe Ave.
Anaheim, CA 92801
(877) 738-6644