

**SPECIAL FACULTY SEPARATION INCENTIVE PLAN OF
THE UNIVERSITY OF PENNSYLVANIA
(Plan Document and Summary Plan Description)**

Effective August 1, 2020

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Introduction

Effective as of August 1, 2020 (the "Effective Date"), The Trustee of the University of Pennsylvania ("University") established the Special Faculty Separation Incentive Plan of the University of Pennsylvania (the "Plan") to provide a special one-time opportunity for certain senior faculty members to voluntarily separate from active service at the University and receive separation benefits.

The terms of the Plan are subject to change and the University reserves the right to amend or terminate it at any time and for any reason. No person can make any statements of any kind that alter or amend the terms of the Plan. Accordingly, a faculty member should not consider the Plan to have been amended based on written or oral statements made by any employee, officer, director, or representative of the University. If any faculty member believes s/he is entitled to a benefit that the faculty member has not received or if a faculty member disagrees with any determination made by the Plan Administrator (as identified below) regarding Plan benefits (such as the amount or calculation of the benefit), the faculty member may submit a claim for benefits under the Plan. However, the period for submitting a claim for benefits is limited. If a faculty member fails to make a timely claim for benefits or if the faculty member fails to timely appeal a claim, the faculty member may lose the right to those benefits.

Important information regarding the process for submitting a claim for benefits and the deadlines for submitting such a claim is set forth in the "Claims and Appeals Procedure" section of this booklet. In addition, information and disclosures about the Plan's status as an employee welfare benefit plan that is subject to the Employee Retirement Income Security Act of 1974 ("ERISA") and a "top-hat" plan that provides benefits only to a select group of University employees is set forth in the "General Information" section of this booklet.

Eligibility for Plan Benefits

Question #1: Who is eligible to participate in the Plan?

Answer: "Senior faculty members" are eligible to participate in the Plan. Senior faculty members include tenured members of the Standing Faculty and senior members (Associate Professor or Professor) of the Standing Faculty-Clinician-Educator. Members of the associated faculty are not eligible for the Plan (for example, research, clinical, adjunct, visiting, visiting executive, and Wistar Institute faculty members).

Question #2: Are senior faculty members who recently retired or who are scheduled to retire in the near future eligible for Plan benefits?

Answer: Yes, certain senior faculty members who otherwise satisfy the Plan's eligibility requirements and who fit within one of the following groups are eligible to receive Plan benefits:

- A senior faculty member who retired (or who has elected to retire) under the Faculty Income Allowance Plan (FIAP) as of March 1, 2020 or some later date.
- A senior faculty member who is 70 or older and who retired (or who has elected to retire) as of March 1, 2020 or some later date without receiving FIAP benefits.

Question #2: What are the eligibility requirements for receiving Plan benefits?

Answer: Senior faculty members who, as of June 30, 2021, satisfy the following requirements are eligible to apply for Plan benefits:

- The faculty member is age 60 or older;
- The faculty member has 10 or more years of full-time continuous service; and
- The faculty member satisfies the "Rule of 75" (that is, the sum of the faculty member's age and years of full-time continuous service equals or exceeds 75).

Question #3: What type of service qualifies as full-time service for purposes of determining Plan eligibility?

Answer: Full-time service is full-time service as a member of the Standing Faculty and does not include other service with the University or an affiliate in a non-faculty position (for example, service in a position with the University of Pennsylvania Health System). Any service accrued by a faculty member participating in the University's phased retirement program is counted as full-time service for purposes of Plan eligibility. Service must be continuous. If a faculty member works for the University, leaves, and is later rehired, only the faculty member's most recent period of full-time service as a member of the Standing Faculty after the rehire date is counted for purposes of determining Plan eligibility.

Question #4: What types of terminations qualify for Plan benefits?

Answer: Only senior faculty members who voluntarily elect to participate in the Plan and terminate employment as part of the Plan are eligible for Plan benefits. Other types of terminations (for example, a termination of employment because of disability or death or termination by the University for "Just Cause" (as that term is defined in the Handbook for Faculty and Academic Administrators) are not covered by the Plan. Further, for purposes of the Plan, a senior faculty member is treated as terminating employment only if:

- The faculty member relinquishes his/her full-time tenured appointment as an active member of the standing faculty; and
- The faculty member and the University anticipate that the faculty member will stop performing all services for the University or that any services performed for the University will be significantly and permanently decreased to a level of no more than 20% of the level of services performed before the termination. All determinations regarding the level of service performed by a faculty member shall be made by the University in its sole discretion.

Question #5: Does this mean that a faculty member cannot continue to work for the University or later come back to work for the University in the future?

Answer: Not necessarily. As noted above, there may be instances in which a faculty member may participate in the Plan and still perform a small amount of services for the University. In addition,

there may be limited instances in which a faculty member leaves the University and then later comes back to work for the University, but only if this is not reasonably anticipated by the University and the faculty member at the time of a faculty member's original termination of employment (e.g., there is no pre-arranged agreement for the faculty member to return to work and these is an unanticipated change in circumstances that leads to the return to work). However, all arrangements and determinations regarding continued performance of services or returning to work with the University will be made by the University in its sole discretion. Finally, all retiring faculty members, including those terminating employment through the Plan may continue to participate in University life post-retirement through rights and privileges outlined in the Faculty Handbook.

Applying for Plan Benefits

Question #6: How does a faculty member apply for Plan benefits?

Answer: Faculty members who satisfy the eligibility requirements described above may elect to participate in the Plan by completing an election form and release of claims in favor of the University during the election period. Assuming the faculty member is accepted into the Plan, the faculty member will complete a second release of claims in favor of the University which must be submitted on the faculty member's chosen retirement date. For faculty with clinical responsibility, the release agreements will include a covenant not to compete with University clinical programs.

IMPORTANT: A faculty member's election to participate in the Plan is irrevocable. Once a faculty member is accepted into the Plan, the agreement is binding and the faculty member's termination date is fixed. To receive Plan benefits, execution of both the election form and initial release during the election period and then the second release, submitted on the faculty member's retirement date, is required.

Question #7: When does a faculty member have to apply for Plan benefits?

Answer: Faculty members must submit an election form and release during an election window that opens August 1, 2020 and closes November 30, 2020. Faculty members who fail to apply for the Plan during this election window will not be eligible for Plan benefits.

Question #8: When will a faculty member terminate employment as part of the Plan?

Answer: The date of a faculty member's termination of employment will be determined by the faculty member and the School as part of the application process and, if accepted, will be reflected on the faculty member's election form. However, in all cases, the faculty member's termination of employment must be on or before June 30, 2021.

Question #9: Can a School or the University decide not to accept a faculty member's election to participate in the Plan?

Answer: Yes. The faculty member's School and the University retain the discretion to decide whether to accept a faculty member's election to participate in the Plan. This means that the faculty member's School and the University reserves the right to exclude an otherwise eligible faculty member from participation in the Plan for any reason. For example, a School could decide not to accept a faculty member's election to participate in the Plan because the faculty member's termination would be detrimental to the School.

Benefits Provided Through the Plan

Question #10: What types of benefits are provided through the Plan?

Answer: The Plan provides certain cash and non-cash benefits (namely, the continuance of certain health/fringe benefits) to participating faculty members.

Question #11: What are the cash benefits provided through the Plan?

Answer: The Plan provides a cash benefit that is equal to the greater of:

- 200% of a faculty member's "academic base salary".
- OR
- 200% of the "average academic base salary" for full professors in a faculty member's school.

Question #12: What is a faculty member's "academic base salary"?

Answer: A faculty member's academic base salary is the faculty's base salary rate for the faculty member's academic appointment as in effect on July 1, 2020 and does not include salary earned through a non-academic position (for example, salary earned through the Clinical Practice of the University of Pennsylvania), administrative stipends or other "extra" salary components (e.g., bonuses, incentive pay, expense reimbursements, etc.), or any salary earned from any institution other than the University of Pennsylvania (e.g., the Philadelphia Veterans Affairs Medical Center).

Question #13: What is average academic base salary?

Answer: For a faculty member who terminates employment as of the end of the fiscal year, the average academic base salary is the average of all full professors' academic base salaries in the faculty member's school, determined as of July 1, 2020.

Question #14: Are there any limits on the cash benefits provided under the Plan?

Answer: Yes. To satisfy requirements imposed by federal law, the cash benefits provided under the Plan may not exceed 200% of a faculty member's annual compensation for the year preceding the year of the faculty member's termination of employment. For these purposes, all of a faculty member's pay is taken into account (including pay types that are not otherwise taken into account in determining a faculty member's academic base salary). If a faculty member worked less than a full-time schedule during a particular year, annual compensation will be adjusted to reflect a full-time schedule.

Question #15: How is the cash benefit paid under the Plan?

Answer: This cash benefit is paid to a faculty member in 24 equal monthly installments starting with the first month following a faculty member's termination of employment and continuing for 24 months.

Question #16: What happens if a faculty member dies before receiving all of the cash benefits through the Plan?

Answer: If a faculty member dies before receiving payment of all of the Plan's cash benefits, any remaining cash benefits due shall be paid in a lump sum to the faculty member's surviving spouse at the time of death, if any, or if none, then to the faculty member's estate. Such payment shall be made within 60 days following a faculty member's death.

Question #17: What are the non-cash benefits provided through the Plan?

Answer: The Plan provides certain non-cash benefits in the form of certain health and fringe benefits. The non-cash benefits currently provided under the Plan are described in detail in a Summary of Benefits that will be provided to faculty members. Please keep in mind that these non-cash benefits are subject to the specific terms and documents of the particular University plan through which the benefits are provided (for example, post-termination health coverage is provided pursuant to the terms of the University's Retiree Health Plan).

Question #18: Is there anything else a faculty member must do to be eligible to receive Plan benefits?

Answer: Yes, there are several additional requirements that a faculty member must satisfy in order to receive Plan benefits as follows:

- A faculty member must continue to be a faculty member in good standing up through the date of his/her termination of employment. If a faculty member voluntarily terminates employment or is terminated by the University for Just Cause before his/her termination of employment, the faculty member shall forfeit and waive all Plan benefits.
- A faculty member must provide any transition assistance as may be reasonably requested by the faculty member's School, which may include transitioning the faculty member's duties and responsibilities to another faculty member, returning all University property to the University, etc.
- A faculty member must execute two releases of claims in favor of the University. The first must be submitted with the election form during the election period. The second must be executed and submitted on the faculty member's approved retirement date. These releases may include certain provisions, including, without limitation, a requirement that a faculty member agrees: (1) to keep certain information confidential and not disparage the University, (2) to return all University property, (3) not to solicit the University's employees or business relationships for a certain period, and/or (4) not to compete with the University or its Affiliates. A faculty member who fails to execute a release within the time required (or who revokes the release within any available revocation period) will forfeit all rights to Plan benefits. Further, if a faculty member violates the terms of the release, all benefits provided through the Plan will cease immediately and the faculty member will be required to repay Plan benefits already received.

Question #19: Can non-cash benefits provided through the Plan be changed in the future?

Answer: Yes. The University reserves the right to change the non-cash benefits provided through the Plan and described in the attached Summary of Benefits.

Question #20: Is the Plan part of the Faculty Income Allowance Plan?

Answer: No. The Plan is separate and distinct from the University's Faculty Income Allowance Plan (FIAP). Faculty members who may qualify for participation in FIAP may not qualify for the Plan with the reverse also being true (faculty members who qualify for participation in the Plan may not qualify for participation in FIAP).

Miscellaneous Plan Provisions

No Continued Participation in University Plans

Except as otherwise provided in the attached Summary of Benefits, a faculty member is not eligible to continue participating in the University's employee benefit plans and programs following the faculty member's termination of employment. In particular, once a faculty member terminates employment, the faculty member will not be eligible to make or receive contributions under the University's retirement plans. However, faculty members will be eligible to elect to receive distributions from their retirement plan accounts, subject to the terms of the underlying retirement plans.

Amendment and Termination

The University (by action of the University's Vice President of Human Resources) reserves the right to amend or terminate the Plan in whole or in part, at any time. While any such amendment or termination will not affect the Plan benefits that a faculty member has already received or cash benefits that are due to be paid to any faculty member who has elected to participate in the Plan, the University reserves the right to amend or terminate the Plan in all other respects.

Tax Treatment of Plan Benefits

Plan benefits will be subject to all applicable federal, state and/or local tax withholding requirements. In general, the Plan's cash benefits are severance payments and are subject to federal, state and local income taxes and to Social Security and Medicare taxes. Faculty members are responsible for all tax consequences associated with participating in the Plan. This plan document and summary does not constitute tax advice, and faculty members are encouraged to speak with their accountant or tax advisor to gain a full understanding of the tax consequences of participating in the Plan.

Compliance with Applicable Law

The Plan is intended to comply with the requirements of applicable law. In particular the Plan is intended to comply with applicable tax and deferred compensation rules and requirements as set forth in sections 409A and 457(f) of the Internal Revenue Code and the regulations and interpretative guidance issued thereunder (the "Code Sections"). To the maximum extent possible, Plan benefits shall be treated as being exempt from the Code Sections due to the "separation pay" and "short-term deferral" exemptions. For any amounts that are not exempt from the Code Sections: (1) payments may be made under the Plan only upon a "separation from service" or another permissible event and in a manner otherwise permitted by the Code Sections, (2) in no event may a Plan participant, directly or indirectly, designate the calendar year of the payment, and (3) if payment is to be paid in more than one taxable year (for example, if the period for considering a release and any related revocation period spans two taxable years), payment will always be made in the second taxable year. Each payment under the Plan shall be treated as a separate payment for purposes of the Code Sections. All reimbursements and in-kind benefits provided under the Plan shall be made or provided in accordance with the requirements of the Code Sections, including, where applicable, the requirement that (1) any reimbursement is for expenses incurred during the period of time specified in the Plan, (2) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year, (3) the reimbursement

of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (4) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

Plan Administration

The University's Vice President of Human Resources or its designee is the "Plan Administrator" responsible for administering the Plan. The Plan Administrator is the "named fiduciary" for the Plan for purposes of ERISA. The Plan Administrator may delegate to one or more individuals any of its day-to-day administrative powers or duties under the Plan, including the authority to make initial determinations with respect to claims for benefits. The Plan Administrator has all of the discretionary authority to interpret the Plan, resolve issues of fact, supply omissions and make determinations regarding benefits under the Plan (except to the extent discretionary authority is reserved by the University, for example, with respect to designating who is eligible to participate and the amount of separation pay and benefits to be provided). The determinations of the Plan Administrator in all matters relating to the Plan that are within the scope of the Plan Administrator's authority will be final and binding on all parties.

Claims Procedures

A terminated faculty member who believes that s/he is entitled to a benefit under the Plan may file a claim for benefits with the Plan Administrator. The Plan Administrator has adopted procedures for considering claims (which are set forth in Appendix A attached hereto), which may be amended from time to time.

Governing Law

The Plan is subject to ERISA and shall be administered, interpreted, and enforced in accordance with ERISA. To the extent not preempted by ERISA, the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-laws principles, shall apply.

Costs and Indemnifications

All costs of administering the Plan and providing Plan benefits will be paid by the University. To the extent permitted by applicable law and in addition to any other indemnities or insurance provided by the University, the University shall indemnify and hold harmless its current and former officers, directors, and employees against all expenses, liabilities, and claims (including legal fees incurred to defend against such liabilities and claims) arising out of their discharge in good faith of their administrative and fiduciary responsibilities with respect to the Plan to the maximum extent permitted by applicable law.

No assignment; Rights to benefits

Except for family support obligations and other governmental directives that the University is required by law to follow, none of the payments, benefits or rights of any eligible faculty member shall be subject to any claim of any creditor and, in particular, to the fullest extent permitted by law, all such payments, benefits and rights shall be free from attachment, garnishment, trustee process, or any other legal or equitable process available to any creditor of such faculty member. No eligible faculty member shall have the right to alienate, commute, pledge, encumber or assign any of the benefits or payments which s/he may expect to receive, contingently or otherwise, under the Plan. Nothing in the Plan will be construed to give any eligible faculty member the right to receive

benefits or to continue in the employment of the University. The Plan shall be binding upon the heirs, executors, administrators, successors and assigns of the parties, including each eligible faculty member, present and future (except that no successor to the University shall be considered a Plan sponsor unless the successor adopts the Plan).

University Discretion

Plan benefits are subject to the University's sole discretion. Any decisions, actions or interpretations to be made under the Plan by the University shall be made in its sole discretion and need not be uniformly applied to similarly situated individuals and shall be final, binding and conclusive upon the parties. In exercising its discretionary authority pursuant to this Section, the University shall not be acting in its role as a plan sponsor and not in a fiduciary capacity, and shall be free to act solely on the basis of its business judgment.

University Rights

The University's obligation to provide Plan benefits to a faculty member shall cease immediately and a faculty member shall be required to repay any Plan benefits already received under any of the following circumstances: (1) a faculty member breaches an obligation to the University (such as a breach of the terms of the release requirements); or (2) after a faculty member is designated as being eligible for Plan benefits or after a faculty member voluntarily resigns (but before Plan benefits have been fully paid), the University discovers facts or information that constitute grounds for termination of the faculty member's employment for Just Cause.

Other Plans and Benefits

Except as otherwise provided in this paragraph, if a faculty member voluntarily terminates employment pursuant to the Plan, the Plan supersedes all prior severance agreements, arrangements, pay plans, practices or related communications of the University, whether formal or informal, or written or unwritten. Any Plan benefits provided to a faculty member will be in lieu of benefits under any other separation plan or agreement. However, the Plan does not supersede (1) any employment agreement, confidential information and invention assignment agreement or any other individual agreement relating to confidentiality, assignment of inventions, noncompetition, nonsolicitation or employment generally, or (2) any University handbook or other written personnel or employment policies.

General Information

The Plan is an "unfunded" employee benefit welfare plan that is subject to ERISA. Benefits under an ERISA welfare plan are not deferred compensation and faculty members are not "vested" in the Plan's benefits. Plan benefits are paid from the University's general assets. In addition, the Plan is a "top-hat" plan, which is an unfunded plan maintained primarily to provide benefits to a select group of management or highly compensated faculty. This document constitutes both the plan document and the "summary plan description" for the Plan. The legal rights and obligations of any person having an interest in the Plan are determined solely by the provisions as set forth in this document. The Plan is not a contract of employment and does not affect or otherwise interfere with the University's right to employ or terminate any person. Required information regarding the Plan is as follows:

- Employer/Plan Sponsor: The Trustees of the University of Pennsylvania
3451 Walnut Street, 600 Franklin Building
Philadelphia, Pennsylvania 19104-6205
- Employer IRS Identification Number: 23-1352685
- Name of Plan: Special Faculty Separation Incentive Plan of the University of Pennsylvania
- Plan Number: 532
- Type of Plan: Employee welfare benefit plan providing separation pay and benefits from the University's general assets
- Plan Year: July 1 through June 30
- Plan Administrator: Vice President for Human Resources
The Trustees of the University of Pennsylvania
3451 Walnut Street, 600 Franklin Building
Philadelphia, Pennsylvania 19104-6205
866-799-2329
- Type of Administration: The Plan is administered by the Plan Administrator with benefits provided in accordance with the provisions of the applicable Plan document
- Agent for Service of Legal Process: Legal process on matters pertaining to the Plan may be served in the name of the Plan on the Plan Administrator as described above.

APPENDIX A
CLAIMS AND APPEALS PROCEDURES

If the terminated faculty member or his/her authorized representative or beneficiary (a "Claimant") wishes to file a claim for benefits, the claim must be in writing and filed with the Plan Administrator.

Adverse Benefit Determinations

If the Plan Administrator denies a claim in whole or in part, the Plan Administrator will provide notice to the Claimant, in writing, within 90 days after the claim is filed, unless the Plan Administrator determines that an extension of time for processing is required. If the Plan Administrator determines that the extension is required, it shall furnish written notice of the extension to the Claimant before the end of the initial 90-day period. The extension shall not exceed a period of 90 days from the end of the initial 90-day period and the extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the benefit decision.

If the Plan Administrator denies the claim, it shall furnish a written notice of the denial that sets forth, in a manner calculated to be understood by the Claimant:

- the specific reason or reasons for the denial;
- reference to the specific Plan provisions on which the denial is based;
- a description of any additional material or information needed for the terminated faculty member to perfect the claim and an explanation as to why the information is needed; and
- an explanation of the Plan's claims procedure and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action in Federal district court under section 502(a) of ERISA following an adverse benefit determination on appeal.

Appeal of Adverse Benefit Determinations

If the initial claim is denied, the Claimant may appeal a claim denial to the Plan Administrator for a full and fair review. Specifically, the Claimant may:

- request a review upon written notice to the Plan Administrator within 60 days after receipt of a notice of the denial of a claim for benefits;
- submit written comments, documents, records, and other information relating to the claim for benefits; and
- examine the Plan and obtain, upon request and without charge, copies of all documents, records, and other information relevant to the Claimant's claim for benefits.

The Plan Administrator's review shall 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 by the Plan Administrator in the initial benefit determination. A determination on the review by the Plan Administrator will be made no later than 60 days after receipt of a request for review, unless the Plan Administrator determines that an extension of time for processing is required. If the Plan Administrator determines that the extension is required, written notice of the extension shall be furnished to the Claimant prior to the termination of the initial 60-day period. The extension shall not exceed a period of 60 days from the end of the initial period and the extension notice shall indicate the special circumstances requiring an extension of time and the date on which the Plan Administrator expects to render the determination on review.

If the Plan Administrator denies the claim on appeal, it shall furnish a written determination that sets forth, in a manner calculated to be understood by the Claimant:

- the specific reason or reasons for the decision;
- reference to the specific Plan provisions on which the decision is based;
- the Claimant's right to receive, upon request and without charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits; and
- a statement of the Claimant's right to bring a civil action in Federal district court under section 502(a) of ERISA.

Claims and Limitations

Claims under the Plan must be brought within a reasonable period of time (but not more than 12 months) following the earliest of: (1) the date of a faculty member's termination of employment or (2) the date the Plan Administrator first denied the Claimant's claim for Plan benefits. If a Claimant follows the entire claims procedure as described above and at the end of the process the claim is denied by the Plan Administrator, the Claimant may bring a civil action in Federal district court under Section 502(a) of ERISA. However, any such action must be filed within 180 days after the date of the Plan Administrator's final decision on the claim. Any such legal action must be brought in a court of competent jurisdiction in Philadelphia, Pennsylvania. Any claim or action filed after the expiration of these periods will be time-barred.

No person may bring an action for any alleged wrongful denial of Plan benefits in a court of law unless the claims procedures set forth above are exhausted and a final determination is made by the Plan Administrator. If the terminated faculty member challenges a decision of the Plan Administrator in court, judicial review will be limited to the facts, evidence and issues presented to the Plan Administrator during the claims procedure set forth above. Issues not raised with the Plan Administrator will be deemed waived.

APPENDIX B

ERISA RIGHTS STATEMENT

The regulations under ERISA require that this document include the statement set forth below:

As a person participating in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all participants shall be entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

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 welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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 materials 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. If it should happen that 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, 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, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.