

CALIFORNIA WESTERN SCHOOL OF LAW
DEFINED CONTRIBUTION
RETIREMENT PLAN
SUMMARY PLAN DESCRIPTION

As the Plan was amended, effective October 1, 2011

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INTRODUCTION

The California Western School of Law Defined Contribution Retirement Plan (the "Plan") is designed to help you meet long range financial goals through the accumulation of funds during your career with California Western School of Law (the "Institution"). These funds may be used to supplement Social Security benefits and your personal savings to make your retirement years more comfortable.

The Plan originally became effective September 17, 1975 and has been amended several times. The most recent amendment became effective October 1, 2011. This Summary Plan Description (the "Summary") describes the important provisions of the Plan as they relate to covered employees who have, or will, perform services for the Institution.

We hope this Summary will answer any question you may have relating to your eligibility and participation in the Plan. If, following your reading of this Summary, you continue to have questions relating to any aspect of the Plan, or if you wish to review the Plan documents, please contact the Committee in writing, at the following address:

Retirement Plan Committee
Attn.: Human Resources
California Western School of Law
225 Cedar Street
San Diego, CA 92101-3090

PART I: INFORMATION ABOUT THE PLAN

1. What Is The California Western School Of Law Defined Contribution Retirement Plan?

The Plan is a defined contribution tax-sheltered annuity plan. It was established by the Board of Trustees of the Institution. Benefits are provided through fixed-dollar annuities issued by the Teachers Insurance and Annuity Association (TIAA). Benefits also are provided through variable annuities offered by TIAA's companion organization, the College Retirement Equities Fund (CREF). TIAA is an insurance company founded in 1918 and incorporated under New York State Law. CREF is registered with the Securities and Exchange Commission as an open-end diversified investment company. A CREF prospectus, which contains more information about CREF certificates, can be obtained by writing to: CREF, 730 Third Avenue, New York, NY 10017. You also can receive a CREF prospectus by calling 1-800-842-2733. The Plan operates under Section 403(b) of the Internal Revenue Code (the "Code") and uses TIAA and CREF Retirement Annuities to fund benefits.

2. Who Is Eligible To Participate In The Plan?

You must be an employee of the Institution to be eligible to participate in the Plan (employee status is determined according to the personnel records of the Institution). All employees except students, nonresident alien employees with no U.S. source income, employees covered by a collective bargaining agreement (for years before 2008), employees who are not regularly scheduled to work at least 20 hours a week, and certain visiting faculty members (for

years before 2010) are eligible to participate in the Plan. Persons employed through a leasing, temporary or similar agency, or independent contractors are not eligible to participate in the Plan. In addition, the following classifications of employees (as determined by the Institution) are not eligible to participate in the Plan for purposes of making mandatory contributions or receiving Institution contributions: (i) visiting faculty members who receive no compensation from the Institution, (ii) visiting faculty members whose only compensation from the Employer consists of overload pay or reimbursement of moving expenses, (iii) adjunct faculty members, or (iv) seasonal employees.

3. When Do I Begin Participating In The Plan?

The Plan provides for three different types of contributions: Voluntary employee salary deferral contributions, mandatory employee salary deferral contributions, and Institution contributions. There are different participation commencement dates for the three contributions. An eligible employee may elect to make voluntary employee salary deferral contributions to the Plan at any time after employment commences. The appropriate enrollment forms must be completed and returned to the Institution to begin contributions.

In order to make mandatory employee salary deferral contributions and receive contributions under the Plan from the Institution, an eligible employee must first either (i) complete 90 consecutive days of employment immediately following the date his or her employment commences during which he or she completes at least 390 hours of service, or (ii) complete a year of service with the Institution. In general, you will complete a year of service if you complete at least 1,000 hours of service for the Institution during your first twelve months of employment, or any subsequent twelve-month period commencing on the annual anniversary of your hire date. An eligible employee is eligible to participate in the mandatory contributions and Institution contribution portion of the Plan on the first day of the month following the completion of the foregoing waiting period.

Special rules apply if your employment classification changes from being an ineligible employee to being an eligible employee. Contact the Committee if you think these special rules may apply to you.

The Institution will notify you when you've completed the requirements necessary to participate in the Plan. All determinations about eligibility and participation will be made by the Institution. The Institution will base its determinations on its records and the official Plan document on file with the Committee.

4. May The Waiting Period Be Waived?

The waiting period for participation in the Institution contribution portion of the Plan may not be waived.

5. Do I Participate During An Approved Leave Of Absence?

During a paid leave of absence, the Institution's contributions on your behalf and your contributions will continue. The contributions will be based on your salary then being paid

by the Institution. As all contributions to the Plan are based upon salary, no contributions will be made to the Plan on your behalf during an unpaid leave of absence.

6. *When Do My Benefits Become Vested (i.e., owned)?*

You're fully and immediately vested in the benefits arising from contributions made to your TIAA and CREF Retirement Annuities under this Plan. Such amounts are nonforfeitable.

7. *What Contributions Are Made To The Plan By The Institution?*

When you first become eligible to participate in the Plan for any purpose, you may make a one-time irrevocable election to participate or not participate in the Institution contribution portion of the Plan. If you elect to participate in the Institution contribution portion of the Plan, a mandatory contribution of 1.5% of your compensation will be deducted from your pay on a pre-tax basis. The Institution will then contribute to the Plan on your behalf 8% of your compensation. These mandatory and Institution contributions will begin after you complete the waiting period for eligibility purposes discussed above. (If you participate in the Plan for only a part of the year, the contribution will be based on the portion of your compensation applicable to the portion of the year in which you participate. This may occur, for example, during your first and last year of employment with the Institution.) If you elect not to participate in the Institution contribution portion of the Plan, the Institution will not make any contributions to the Plan on your behalf and the mandatory 1.5% contribution will not be deducted from your pay. Your election to participate or not participate in the Institution contribution portion of the Plan is irrevocable for your entire period of employment, including any period of re-employment following a termination of employment. In other words, if you elect to participate, you may NOT change your mind and request that the Institution stop deducting the 1.5% mandatory contribution from your pay. Similarly, if you elect not to participate, you may NOT change your mind and participate in the Institution contribution portion of the Plan at any time during your employment with the Institution. However, you may make voluntary salary deferral contributions as discussed below regardless of whether you participate in the Institution contribution of the Plan.

"Compensation" means the amount paid to you by the Institution as your regular wages, including any salary reduction contributions made by you to this Plan or to a cafeteria plan or transportation fringe benefit plan sponsored by the Institution, and compensation for research grants or seminars, publication awards, coaching fees, or other similar items that are not a part of your regular compensation. Compensation does not include reimbursements for moving expenses, income tax gross-ups (such as gross-ups for domestic partner benefits), loan interest or principal forgiveness, or educational assistance reimbursements. Compensation also includes the mandatory 1.5% contribution deducted from your pay. Under the Code, the amount of compensation taken into account under the Plan for an individual is limited to \$245,000 in 2009 (this compensation limit will be adjusted for future increases in the cost of living).

8. *May I Make Voluntary Contributions To The Plan?*

The Plan permits you to make voluntary salary reduction contributions to the Plan. These contributions will be set aside in your own individual tax-deferred annuity, thus providing for deferral of taxes on such amounts within limits of the Code. There is a limit on the annual dollar amount of salary reduction contributions you may make to all retirement plans in which you participate. This annual limit is \$16,500 in 2009 (adjusted for cost of living thereafter). (The 1.5% mandatory contribution to the Plan described above is not included in this annual limit.) If you have participated in more than one salary reduction plan during a calendar year and have contributed more than the applicable annual limit during the calendar year, you should contact the Committee to have a portion of the excess contribution returned to you. If you fail to have the excess contribution returned to you by April 15 of the year following the year in which the excess contribution is made, the excess contribution will be included in your gross income both in the year it is made and the year it is later distributed to you from the Plan. **IF YOU PARTICIPATE IN MORE THAN ONE PLAN DURING THE YEAR, IT IS YOUR RESPONSIBILITY TO MONITOR THIS LIMIT AND ENSURE IT IS NOT EXCEEDED.**

If you are at least age 50 by December 31 of a Plan Year, you are eligible to make a special catch-up contribution to the Plan for the year in excess of the annual dollar limit described above. This catch-up contribution is an extra \$5,500 for 2009 (adjusted for cost of living thereafter). Please contact the Committee if you will be at least age 50 by December 31 and are interested in making a catch-up contribution.

Starting in 2009, you may elect to have your voluntary salary reduction contributions, including catch-up contributions, if any, treated as after-tax Roth contributions, instead of pre-tax contributions. Roth contributions are made from wages after tax has been calculated and do not reduce your taxable income. Traditional pre-tax contributions are made from wages before taxes have been calculated and do reduce your taxable income. Because Roth contributions are made from after-tax wages, distributions from the Plan (including earnings) are free from federal income taxes and penalty, as long as your first Roth contribution was made at least five years before *and* you are at least age 59½, are disabled or have passed away. Because traditional pre-tax contributions are made from before-tax wages, distributions from the Plan are taxable and, if you have not attained age 59½ at the time of the distribution, may be subject to penalty. You may make either, or both, Roth contributions and traditional pre-tax contributions to the Plan, as long as you do not exceed the maximum contribution limit, including catch-up contributions, discussed above. Which option is best varies by individual and factors that will not be known until some future time. Please consult your tax advisor or financial planner for advice as to which type of contribution may be best for your situation.

9. *Are There Other Limitations on Contributions To The Plan?*

Yes. The total amount of contributions made on your behalf under the Plan cannot exceed the limits of Code Section 415. Under Code Section 415, an overall annual limit of the lesser of 100% of your compensation or \$49,000 applies to all contributions (Institution contributions and your contributions) made to the Plan on behalf of each employee (the dollar amount may be increased in future years due to changes in the cost-of-living). Any contributions

that are in excess of the applicable limit are included in your taxable income and may be returned to you.

10. May I Make Extra Payments?

Under certain circumstances you may be able to roll over to the Plan a distribution from another 403(b) plan, qualified retirement plan, governmental plan or IRA. The rules regarding rollovers are complicated and you should check with your financial advisor before making a rollover contribution to the Plan. Please contact TIAA-CREF directly for information on how to rollover any amounts to this Plan.

11. What Is The Normal Retirement Age Under The Plan?

The normal retirement age under the Plan is the date you attain age 59½. Annuity income may begin on this date.

12. When May I Take Distributions From The Plan?

In general, you may not receive any distributions from the Plan prior to your termination of employment with the Institution or attainment of normal retirement age. However, under certain circumstances, you may be able to receive an advance distribution of your voluntary salary reduction contributions (but not earnings) on account of hardship (see Question 13 below for the definition of "hardship"). In addition, you may be able to borrow against your voluntary salary reduction contributions. Please contact TIAA-CREF for more information on hardship withdrawals and loans.

13. May I Receive A Cash Withdrawal Of My Voluntary Contributions While Still Employed If I Incur A Hardship?

Yes. If you incur a hardship before you terminate employment, you may receive a lump-sum cash payment, subject to the restrictions of the funding vehicle in which your Plan contributions are invested (some annuity funding vehicles do not permit lump sum distributions). If you are married at the time you request a hardship withdrawal, your spouse must consent to it.

In order to make a hardship withdrawal, the IRS requires that you meet both of the following tests:

- (a) You have an "immediate and heavy financial need;" and
- (b) The withdrawal is "necessary to satisfy such financial need." In other words, the amount reasonably needed to satisfy the hardship is not available from other sources.

The following expenses constitute an "immediate and heavy financial need":

- (a) Payments of medical expenses incurred by you and your spouse, children, dependents, and beneficiaries or payments necessary for those persons to obtain medical care;

- (b) Payments for the purchase of your principal residence (excluding mortgage payments);
- (c) Payments of tuition, related education fees, and room and board expenses for the next 12 months of post-secondary education for you and your spouse, children, dependents, and beneficiaries;
- (d) Payments to prevent your eviction from your principal residence;
- (e) Payments to prevent a foreclosure on your mortgage of your principal residence;
- (f) Payments for funeral or burial expenses for your deceased parents, spouse, children, dependents, or beneficiaries; or
- (g) Expenses to repair damage to your primary residence that would qualify for a casualty loss under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

In order for the Committee to determine that the withdrawal is "necessary to satisfy such financial need," you must meet the following two requirements:

- (a) The distribution must not be greater than your immediate and heavy financial need; and
- (b) You must have obtained all distributions (other than hardship withdrawals) and all nontaxable loans currently available through the Institution or any plan maintained by the Institution.

If you make a hardship withdrawal, you may not make any voluntary contributions to the Plan for at least six months after a hardship withdrawal.

If you make a hardship withdrawal, the amount that you withdraw may constitute taxable income to you at the time of the withdrawal and may be subject to the special federal excise tax penalty (currently 10%) if you are not at least age 59½. However, the amount of your "immediate and heavy financial need" may include any amount that is necessary to pay federal, state or local income taxes or penalties that are reasonably anticipated to result from the distribution. You should consult with your tax advisor before taking a hardship withdrawal as there are possible tax consequences.

14. May I Take A Loan From The Plan?

Yes. If you are married at the time you request the loan, your spouse must consent to the loan. The loan will be administered by TIAA-CREF. Specific loan provisions are described below.

How much you can borrow from TIAA?

Generally, the minimum loan amount is \$1,000, and the maximum loan amount is \$50,000. The maximum amount you can borrow may be less, however, depending on two factors: 1) the amount of your GSRA accumulation, and 2) whether you've had any other loans from the Plan within the last year.

If you haven't had a plan loan in the previous year, your maximum loan is the least of: 1) \$50,000; or 2) 45% of your combined TIAA and CREF GSRA accumulation attributable to participation under this Plan; or 3) 90% of your TIAA Traditional Annuity GSRA accumulation attributable to participation under this Plan.

If you've had another loan from the Plan within the last year, the maximum you can borrow will be reduced by that amount. Also, if more than one employer contributed to your Annuities, you can only take loans against the amount you accumulated under this Institution's Plan. You should check with your other employers for their rules on loans.

Securing your loan

Your TIAA Traditional Annuity GSRA accumulation will be used as security for your loan. The security will continue to earn guaranteed interest as well as dividends. You can't make a cash withdrawal or begin retirement income from the funds that serve as security for your loan. But as you repay your loan, the amount reserved as security decreases, and more of your accumulation becomes available to you for withdrawal and retirement income.

If you die before repaying your loan, the remaining loan balance will be repaid from the TIAA Traditional Annuity accumulation set aside as security. Your beneficiaries would receive the balance of your accumulation.

Determining the interest rate

The loan interest rate is a variable and can increase or decrease every three months. Please contact TIAA-CREF directly for information on the interest rate for the Plan for loans.

Repayment

You have from one to five years to repay your loan. There's one exception: if you use the loan solely to purchase your primary residence, you can take up to ten years to repay. The term of the loan usually can't extend past the April 1st of the year after the year you attain age 70½.

Your first payment will be due the first day of the third month after your loan is issued, and every three months thereafter. You can repay your loan early with no penalties. You can also make partial prepayments any time. If you do, whatever you prepay will be applied directly to the principal amount of your loan. (Regularly scheduled payments are applied first to interest, then to principal.) Any prepayments will reduce the amount of future repayments, not the number of payments.

TIAA offers a free automatic loan repayment service. Your bank will debit your checking account and send your repayment to TIAA on the date it is due. If you prefer to repay your loan directly, TIAA will send you a bill every three months, at least ten days before the payment is due.

Defaults

If TIAA doesn't receive your loan repayment by the last day of the month the payment is due, you will be in default. To the extent permitted by federal tax law, TIAA will deduct the amount in default from the collateral held in the TIAA Traditional Annuity GSRA and apply it toward repaying the loan. It's very important to keep in mind, however, that the IRS requires TIAA to report the default amount as income you actually received. That means defaults are taxable as ordinary income in the year they occur. If you are under age 59½, your default may also be subject to an additional 10% federal tax penalty. TIAA assumes no responsibility for the tax consequences resulting from loan defaults.

To apply for a loan or for more information

To apply for a loan or to get answers to any questions you may have about loans, call TIAA-CREF's Telephone Counseling Center toll-free at 1-800-842-2776.

15. When Does My Annuity Income Begin?

Retirement benefits must normally begin no later than April 1 of the calendar year following the later of the year in which you attain age 70½ or retire. Failure to begin annuity income by the required beginning date may subject you to a substantial federal tax penalty.

If you die before the distribution of benefits has begun, your entire interest must normally be distributed within five years after your death. Under a special rule, death benefits may be payable over the life or life expectancy of a designated beneficiary if the distribution of benefits begins not later than one year from the date of your death. If the designated beneficiary is your spouse, the commencement of benefits may be deferred until you would have attained age 70½ had you continued to live.

The payment of benefits according to the above rules is extremely important. Federal tax law imposes a 50% excise tax on the difference between the amount of benefits required by law to be distributed and the amount actually distributed if it is less than the required minimum amount.

TIAA-CREF will automatically contact you several months before the date you scheduled your benefits to begin on your application. You may decide, however, to begin receiving income sooner, in which case you should notify TIAA-CREF about two months in advance of that date. Usually, the later you begin to receive payments, the larger they will be: in TIAA, more dollars each month for life; in CREF, more Annuity Units each month for life.

16. *What Options Are Available For Receiving Retirement Income?*

You may choose from among several types of income options when you retire. If you're married at the time you elect to begin income, your right to choose an income option will be subject to your spouse's right (under federal pension law) to survivor benefits as discussed in the next question, unless this right is waived by you and your spouse. The following annuity income options are available at this time:

A One-Life (Single Life) Annuity is designed to pay you an income for as long as you live. This option provides a larger monthly income for you than other options, with all payments ceasing at your death. This option is also available with a 10, 15, or 20 year guaranteed payment period (but not exceeding your life expectancy at the time you begin annuity income). If you die during the guaranteed period, payments in the same amount that you would have received continue to your beneficiary for the rest of the guaranteed period.

A Survivor Annuity pays you a lifetime income, and if your spouse (or other Second Annuitant) lives longer than you, he or she continues to receive an income for life. The amount continuing to the survivor depends on which of the following options you choose:

- **Two-thirds Benefit to Survivor.** At the death of either you or your Second Annuitant, the payments are reduced to two-thirds the amount that would have been paid if both had lived, and are continued to the survivor for life.
- **Full Benefit to Survivor.** The full income continues as long as either you or your Second Annuitant is living.
- **Half Benefit to Second Annuitant.** The full income continues as long as you live, and if your Second Annuitant survives you, he or she receives for life one-half the income you would have received if you had lived. If your Second Annuitant dies first, the full income continues to you for life.
- **75% Benefit to Second Annuitant.** The full income continues as long as you live, and if your Second Annuitant survives you, he or she receives for life 75% of the income you would have received if you had lived. If your Second Annuitant dies first, the full income continues to you for life.

These options are also available with a 10, 15, or 20 year guaranteed period, but not exceeding the joint life expectancies of you and your spouse (or other annuity partner). The period may be limited by federal tax law.

A Minimum Distribution Option (MDO) for participants age 70½ or older. With the MDO, you'll receive the required federal minimum distribution while preserving as much of your accumulation as possible. The minimum distribution will be paid to you annually.

17. What Are My Spouse's Rights Under This Retirement Plan?

Benefits must be paid to married participants in the Plan only as described below, unless a written waiver of the benefits by the participant and a written consent to the waiver by the spouse is filed with TIAA and CREF. This provision applies to both retirement benefits and pre-retirement death benefits.

If you are married at the time benefits are to begin, retirement benefits are generally paid in a joint and survivor spousal annuity. Under this form of annuity, your surviving spouse at your death shall continue to receive income that is at least half of the annuity income payable during the joint lives of you and your spouse (joint and survivor annuity). If you die before annuity income begins, your surviving spouse shall receive a benefit that is at least half of the full current value of your annuity accumulation (pre-retirement death benefit), payable in a life annuity for the life of your spouse, a single sum or under one of the income options offered by TIAA and CREF.

Married participants and their spouses may waive the spousal entitlement to a joint and survivor annuity or a pre-retirement death benefit only if a written waiver of the benefit signed by the participant and the spouse (and notarized) is filed with TIAA and CREF. The necessary forms will be provided to the participant by TIAA and CREF.

For post-retirement survivor benefits (joint and survivor annuity), the waiver may be made only during the 180-day period before the commencement of benefits. The waiver also may be revoked during the same period. It may not be revoked after annuity income begins.

The period during which you and your spouse may elect to waive the pre-retirement survivor death benefit begins on the first day of the Plan year in which you attain age 35. The period continues until the earlier of your death or the date you start receiving annuity income. If you die before attaining age 35 (that is, before you've had the option to make a waiver) at least half of the full current value of the annuity accumulation is payable automatically to your surviving spouse in a life annuity, single sum, or under one of the income options offered by TIAA and CREF. If you terminate employment before age 35, the period for waiving the pre-retirement death benefit begins on the date of termination. The waiver also may be revoked during the same period.

If a judgment, decree or order made following a state domestic relations law establishes the rights of another person (the "alternate payee") to your benefits under this Plan, and if such an order (hereafter called a "qualified domestic relations order") is for providing child support, alimony or other marital property payments, then payments will be made according to that order. The order must be forwarded to TIAA-CREF. If a court issues a qualified domestic relations order, the order preempts the usual requirements that your spouse be considered your primary beneficiary for a portion of the accumulation.

18. May I Elect To Receive Benefits For A Fixed-Period?

Yes. The option for a fixed-period pays you an income from your accumulation over a fixed-period of between five and 30 years. At the end of the selected period, all benefits will end. If you die during the period, payments will continue in the same amount to your

beneficiary for the duration of the fixed period. Current tax law requires that the period chosen not exceed your life expectancy or the joint life expectancy of you and your beneficiary.

19. Is There A Retirement Income Option That Allows Me To Receive Income While Preserving My Accumulation?

Yes, for TIAA Participants between ages 55 and 69½ with a TIAA accumulation of at least \$10,000 under the Retirement Annuity Contract ("RA Contract"). With the TIAA Interest Payment Retirement Option (IPRO), you can receive monthly payments equal to the interest (guaranteed plus dividends) that would otherwise be credited to your TIAA annuity. Payments will be made at the end of each month. Your accumulation is not reduced while you are receiving interest payments.

Payments under the IPRO will consist of the contractual interest rate, plus dividends as declared by TIAA's Board of Trustees. Dividends are declared each March for a 12-month period and are not guaranteed for the future. If you elect the IPRO, these rates will be used to determine your monthly payment rather than be credited to your annuities.

Interest payments made under the IPRO must continue for at least 12 months. Once you start to receive interest income payments, you must continue receiving them until you begin receiving your accumulation under an annuity income option. Usually, you may delay beginning your annuity income benefits as late as permitted under federal law (i.e., to age 70½). When you do begin annuity income from your TIAA accumulation, you may choose any of the lifetime annuity income options available under your TIAA contracts.

If you die while receiving interest payments under the IPRO, your beneficiary will receive the amount of your starting accumulation, plus interest earned but not yet paid. If you die after you've begun to receive your accumulation as an annuity, your beneficiary will receive the benefits provided under the annuity income option you've selected, if any.

20. May I Receive A Portion Of My Accumulation In A Lump Sum Upon Retirement?

Yes, if you choose the Retirement Transition Benefit Option. This option lets you receive a one-sum payment of up to 10% of your TIAA and CREF accumulations at the time you start to receive your income as an annuity. The one-sum payment cannot exceed 10% of each account's accumulation then being converted to annuity payments. The amount received under this option may be subject to a 10% federal additional tax if you receive it before age 59½. (State tax penalties may also apply.)

21. May I Receive A Lump-Sum Payment From The Plan When I Terminate Employment Or Retire?

Yes. Subject to certain restrictions, except for accumulations in the TIAA Traditional within the RA Contract, you may receive all of your accumulations as a lump-sum cash payment when you terminate employment or at retirement. Payment of your TIAA accumulations may be delayed for up to six months and may be subject to a surrender charge. You may also elect to have lump-sum benefits paid on a systematic (i.e., semi-monthly, monthly, quarterly, semi-annual, or annual) basis. TIAA Traditional accumulations within the RA

Contract are payable through a Transfer Payout Annuity ("TPA") which remits payments out of the TIAA Traditional over a ten-year period. Please refer to your RA Contract for details or call TIAA-CREF at 1-800-842-2776. Payments made under the TPA contract are subject to the terms of that contract. In addition, the Retirement Transition Benefit, Repurchase and IPRO described elsewhere apply.

22. *What Happens To My Annuities If I Terminate Employment Before Retirement?*

Your retirement annuities remain in force, including all benefits purchased by the Institution's contributions. You don't forfeit any of the benefits that have already been set aside for you. You are always fully vested in your Plan benefit. Of course, the value of any benefit invested through CREF may increase or decrease due to market experience.

If you relocate to one of the many other institutions with a TIAA-CREF funded retirement plan, you may be able to participate in that institution's plan immediately. Even if you don't participate in another institution's retirement plan, or cease contributions to your TIAA and CREF annuities for another reason, your accumulations in TIAA will continue to be credited with the same interest and dividends as they would have been had you continued contributions. Accumulations in the CREF Accounts will continue to participate in the market experience of those Accounts. When you terminate employment, you will continue to have the flexibility to make CREF transfers any time before beginning income, or to start receiving annuity income from the broad range of income options offered by TIAA-CREF.

Alternatively, under certain circumstances, you may receive your TIAA-CREF accumulations within the RA Contract in a single sum through Repurchase. At the time you request to have your retirement annuities repurchased, you must have terminated employment. All the following conditions must also apply at the time you request a Repurchase.

- (a) If your oldest TIAA or CREF Retirement Annuity was issued on or after January 1, 1992:
 - (i) The total accumulation in all your TIAA Retirement Annuities (including contributions to Retirement Annuities under plans of other employers) is \$2,000 or less.
 - (ii) You don't have a TIAA Transfer Payout Annuity (TPA) in effect.

Upon Repurchase, your entire accumulation will be payable by TIAA-CREF to you in a lump sum. This will be in full satisfaction of your rights and your spouse's rights to retirement or survivor benefits.

- (b) If your oldest TIAA or CREF Retirement Annuity was issued by December 31, 1991:
 - (i) The conditions specified in (a) above are met, or
 - (ii) Annuity income hasn't begun, and all the following conditions are met:

- (A) The total value of your TIAA and CREF Retirement Annuities is \$2,000 or less, or your oldest TIAA or CREF Retirement Annuity contract is not more than five years old.
- (B) You're neither employed by nor moving to an institution having a TIAA-CREF funded retirement plan in which you'll be eligible to participate. Employment includes sabbaticals or other leaves of absence.

Upon Repurchase, the entire accumulation will be payable by TIAA-CREF to you in a lump sum. This will be in full satisfaction of your rights and your spouse's rights to retirement or survivor benefits.

Also, as explained earlier, you may elect to receive a lump sum payment of your accumulations when you terminate employment from the Institution, except for accumulations in the TIAA Traditional within the RA Contract. TIAA Traditional accumulations within the RA Contract are payable through a TPA over a ten-year period as described above.

23. What If I Die Before Starting To Receive Benefits?

If you die before beginning retirement benefits, the full current value of your annuity accumulation is payable as a death benefit. You may choose one or more of the options listed in your annuity contracts for payment of the death benefit, or you may leave the choice to your beneficiary. The payment options include:

- Income for the lifetime of the beneficiary with payments ceasing at his or her death.
- Income for the lifetime of the beneficiary, with a minimum period of payments of either 10, 15, or 20 years, as selected.
- Income for a fixed period of not fewer than five nor more than 30 years, as elected, but not longer than the life expectancy of the beneficiary.
- A single sum payment. A single sum must be paid if your beneficiary is your estate, a corporation, association or other entity that isn't a natural person.
- A minimum distribution option for beneficiaries age 70½ or older. This option pays the required federal minimum distribution each year.
- The accumulation may be left on deposit for later payment under any of the options for a period not greater than one year.

Federal tax law puts limitations on when and how beneficiaries receive their death benefits. TIAA-CREF will notify your beneficiary of the applicable requirements at the time he or she applies for benefits.

You should review your beneficiary designation periodically to make sure that the person you want to receive the benefits is properly designated. You may change your beneficiary by completing the "Designation of Beneficiary" form available from TIAA-CREF. If you die without having named a beneficiary and you are married at the time of your death, your spouse will automatically receive half of your accumulation. Your estate will receive the other half. If there's no spouse, your estate receives the entire accumulation.

PART II: INFORMATION ABOUT YOUR TIAA AND CREF ANNUITIES

1. What Funding Vehicles Are Available From TIAA-CREF Under The Plan?

Contributions may be invested in one or more of the funding vehicles that are made available by the Institution under the Plan. The funding vehicles are provided by the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF).

You can see the current menu of the TIAA-CREF funding vehicles online at www.tiaa-cref.org/cwsl. You may also receive a hard copy printout of the list from the Institution's Human Resources Department.

The Institution's current selection of fund sponsors and funding vehicles isn't intended to limit future additions or deletions of fund sponsors and funding vehicles. You'll be notified of any additions or deletions.

2. How Do TIAA And CREF Retirement Annuities Work?

TIAA: Contributions to a TIAA Retirement Annuity are used to purchase a contractual or guaranteed amount of future retirement benefits for you. Once purchased, the guaranteed benefit of principal plus interest cannot be decreased, but it can be increased by dividends. Once you begin receiving annuity income, your accumulation will provide an income consisting of the contractual, guaranteed amount plus dividends that are declared each year and which are not guaranteed for the future. Dividends may increase or decrease, but changes in dividends are usually gradual.

CREF: You have the flexibility to accumulate retirement benefits in any of the CREF variable annuity accounts approved for use under the Plan, as indicated above. Each Account has its own investment objective and portfolio of securities. Contributions to a CREF account are used to buy Accumulation Units, or shares of participation in an underlying investment portfolio. The value of the Accumulation Units changes each business day. For more information on the CREF Accounts, you should refer to the CREF prospectus.

3. How Do I Allocate Contributions Among The TIAA Annuity And The CREF Accounts?

You may allocate contributions among the TIAA annuity and the CREF Accounts in any whole-number proportion, including full allocation to any annuity or Account. You specify the percentage of contributions to be directed to TIAA or the CREF Accounts or both on the "Application for Retirement Annuity Contracts" when you begin participation. You may change your allocation of future contributions at any time after participation begins by calling the

Automated Telephone Service toll free at 1-800-842-2252. The automated service is available between the hours of 8:00 a.m. and 8:00 p.m. Eastern time, Monday through Friday. When you receive your Retirement Annuity contracts, you'll also be sent a Personal Identification Number (PIN). The PIN enables you to change your allocation by using the Automated Telephone Service. For more information on allocations, ask for the TIAA-CREF booklet *Guiding Your Retirement Savings*.

4. *May I Transfer Accumulations In TIAA-CREF?*

Accumulations may be transferred among the CREF Accounts. Accumulations in the CREF Accounts also may be transferred to a TIAA annuity. Complete transfers may be made at any time. Partial transfers may be made from a CREF Account to a TIAA annuity, or among CREF Accounts at any time as long as at least \$1,000 is transferred each time. Transfers may be made until the date annuity income begins. There's no charge for transferring accumulations in the TIAA-CREF system.

If you transfer your entire accumulation in a CREF Account to a TIAA annuity and decide later to allocate premiums to a CREF Account, you're not required to complete another application. Your account stays open as long as you have an accumulation remaining in TIAA or one of the CREF Accounts.

You may complete CREF transfers either by phone or in writing. CREF transfers, as well as premium allocation changes, will be effective as of the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time) on the day the instructions are received by CREF, unless you choose the last day of the current month or any future month. Instructions received after the close of the New York Stock Exchange are effective as of the close of the Stock Exchange on the next business day. The toll-free number to reach the Automated Telephone Service is 1-800-842-2252.

TIAA accumulations may be transferred to any of the CREF accounts through the Transfer Payout Annuity (TPA). Transfers will be made in substantially equal annual amounts over a period of 10 years. Transfers made under the TPA contract are subject to the terms of that contract. The minimum transfer from TIAA to a CREF account is \$10,000 (or the entire accumulation if it totals less than \$10,000).

Alternatively, if your total TIAA accumulation is \$2,000 or less, you can transfer your entire TIAA accumulation in a single sum to any of the CREF accounts. If you have an existing TIAA TPA contract in force, you won't be eligible to make this single sum TIAA to CREF transfer. Instead, you must transfer your TIAA accumulation based on the 10 year TPA.

5. *May I Begin My TIAA And CREF Retirement Annuity Income At Different Times?*

Yes. Once you decide to receive your benefits as income, you have the flexibility to begin income from your TIAA annuity on one date and your CREF annuity on another date, subject to any restrictions. You may begin income from each annuity or Account on more than one date provided that you begin income from at least \$10,000 of accumulation from each annuity or Account begun on that date.

6. *May I Receive My TIAA And CREF Retirement Annuity Accumulations Under Different Income Options?*

Yes, under current administrative practice, you can elect to receive income from your TIAA and CREF annuities under more than one income option to meet your specific retirement needs. However, you must begin income from at least \$10,000 of accumulation under each option.

7. *What Information Do I Regularly Receive About My Annuities?*

The annual Annuity Benefits Report that TIAA-CREF sends you shows the total accumulation value at year-end for your Retirement Annuities, which is the amount of death benefits your spouse or other beneficiary would have received on that date. It also includes an illustration of the annuity income you would receive at retirement under certain stated assumptions as to future premiums, your retirement age, the income option and payment method selected, TIAA dividends, and the investment experience of the CREF Accounts. These factors affect the amount of your retirement income.

TIAA-CREF also sends you a Quarterly Confirmation of Transactions. This report shows the accumulation totals, a summary of all transactions made during the period, TIAA interest credited, and the number and value of CREF accumulation units. You also may receive Premium Adjustment Notices. These notices summarize any adjustments made to your annuities and are sent at the time the adjustments are processed.

And once a year, you'll receive the TIAA-CREF Annual Report. The Annual Report summarizes the year's activity, including details on TIAA and CREF investments, earnings, and investment performance.

8. *May I Rollover My Accumulations?*

If you're entitled to receive a distribution from your contract which is an eligible "rollover distribution," you may rollover all or a portion of it either directly or within 60 days after receipt into another retirement plan, 403(b) annuity or into an IRA. An eligible rollover distribution, in general, is any cash distribution other than an annuity payment, a minimum distribution payment or a payment which is part of a fixed period payment over ten or more years. The distribution will be subject to a 20% federal withholding tax unless it's rolled over directly into another retirement plan, 403(b) annuity or into an IRA - this process is called a "direct" rollover.

If you have the distribution paid to you, then the Plan must withhold 20% even if you intend to roll over the money into another retirement plan or into an IRA within 60 days. To avoid withholding, instruct the fund sponsor to directly roll over the money for you. The distribution you receive will be subject to ordinary income taxation and may also be subject to early distribution penalty taxes. You will receive more information on taxation of Plan distributions when you are eligible to receive a distribution from the Plan.

PART III: ADDITIONAL INFORMATION

1. How Do You Claim Your Benefits Under The Plan?

Your Request

In general, you do not need to file a formal claim to begin Plan benefits. You simply contact TIAA-CREF and follow their procedures to begin distribution of your Plan benefits. If, however, you believe that you have been wrongfully denied benefits for some reason, you should file a formal claim, in writing, with the Committee.

You (or your beneficiary, if you have died) may write the Committee and request a determination with respect to the amounts credited to or deducted from your contracts, or the amounts payable under the Plan. This claim must state the specific determination you wish the Committee to make.

If your claim relates to a notice sent to you by the Committee, you must make your claim within 60 days from the date you received the notice.

Committee's Response

Within a reasonable time, but not later than 90 days after the receipt of your claim, the Committee will consider your request and make a decision, unless the Committee determines that special circumstances require an extension of time for processing the claim. If the Committee determines that an extension of time for processing is required, written notice of the extension will be furnished to you before the end of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Committee expects to render its decision. The Committee will then notify you, in writing, of its decision, stating:

- that the Committee's determination has been made and that your claim is allowed in full, or
- that the Committee has denied your claim, in whole or in part.

If your claim is denied, in whole or in part, the Committee will also:

- explain in detail the reason for its denial;
- set forth the specific provisions of the Plan on which the Committee based its denial;
- describe in detail the additional material or information, if any, that you may submit that would perfect your claim, and explain why it is necessary; and

- give you an explanation of the claim review procedure and applicable time limits described below, including a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination upon review (*i.e.*, once you have completed the Plan's administrative review (appeal) provisions).

Claim Review Procedure

Within 60 days after you receive a notice from the Committee that your claim was denied, in whole or in part, you or your authorized representative may file with the Institution's Board of Trustees a written request for a review of that denial.

Within the next 30 days, you or your representative may review pertinent documents, submit written comments and other documents, and/or request a hearing. The Board may, in its discretion, grant or deny such a request for a hearing. You will also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. The Board's review will take into account all comments, documents, records, and other information you submitted relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination by the Committee.

Decision After A Review

The Board will render its decision within a reasonable time, but not later than 60 days after the receipt of the review request. If a hearing or other special circumstance delays the rendering of a decision, a decision will be rendered no later than 120 days from the date of the review request. If the Board determines that an extension of time for processing the review is required, written notice of extension will be furnished to you before the end of the initial 60-day period. In no event will the extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Board expects to render its decision on review.

The Board's decision shall be in writing, and shall contain in clear language:

- specific reasons for the decision;
- specific references to the pertinent Plan provisions on which the decision was based;
- 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 claim;
- a statement of your right to bring an action under ERISA Section 502(a); and
- other matters the Board feels are relevant.

Special Rules For Disability Claims

The 90-day period described above for the Committee to review a claim shall be reduced to 45 days in the case of a claim of the participant's total disability. This 45-day period may be extended by 30 days if the Committee determines the extension is necessary due to circumstances outside the control of the Committee, and the participant is notified prior to the end of the 45-day period of the circumstances requiring the extension and the date upon which the Committee expects to render a decision. If prior to the end of the 30-day extension period, the Committee determines that additional time is necessary due to circumstances beyond the Committee's control, the period may be extended for a second 30-day period, provided the participant is notified prior to the end of the first 30-day extension period and such notice specifies the circumstances requiring the extension and the date as of which the Committee expects to render a decision. In the case of any extension of time, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the participant shall be afforded at least 45 days within which to provide the specified information. In addition to the items specified above under the heading "Committee's Response," the Committee's notice of adverse benefit determination must contain the following:

- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination and that a copy of such rule, guideline, protocol, or other similar criterion will be provided free of charge to the participant upon request; and
- if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the participant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

A participant shall have 180 days from an initial adverse benefit determination in which to file an appeal. Any review of an appeal of a determination with respect to the participant's total disability must meet the following standards in addition to those otherwise set forth above under the heading "Claim Review Procedure": (i) the review shall not afford deference to the initial adverse determination; (ii) the review must be conducted by an appropriate person or entity who is neither the party who made the initial adverse benefit determination that is the subject of the appeal nor a subordinate of such party; (iii) the review provides for the appropriate person to consult with health care professional(s) with appropriate training and experience in the field of medicine involved in the medical judgment in deciding the appeal of an adverse benefit determination that is based in whole or in part on a medical judgment, and such health care professional(s) shall be neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual; (iv) and the review provides for the identification of the medical or vocational experts whose advice was obtained in connection with the participant's

adverse benefit determination, without regard to whether the advice was relied upon in making the determination.

The 60-day period described above for the Board of Trustees to render a decision shall be reduced to 45 days with respect to the appeal of the denial of the participant's claim of total disability. The initial 45-day period may be extended by an additional 45 days as described above under the heading "Decision After A Review." In addition to the items specified under that heading, the Board's notice of adverse benefit determination must contain the following:

- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse benefit determination and that a copy of such rule, guideline, protocol, or other similar criterion will be provided free of charge to the participant upon request;
- if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the participant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor office and your State insurance regulatory agency."

2. What Other Information Should You Know About the Plan?

Plan Name And Type

The full name of the Plan is the California Western School of Law Defined Contribution Retirement Plan. The Plan is a Code Section 403(b) tax sheltered annuity plan.

Plan Number

Each plan must be assigned a plan number for reporting and identification purposes. The number of the Plan is 001.

Plan Sponsor

The Plan is sponsored by California Western School of Law (referred to in this Summary as the "Institution").

Taxpayer Identification Number

The Institution's taxpayer identification number is 95-2944594.

Plan Administrator

The Plan Administrator's name, address and telephone number is:

Retirement Plan Committee
Attn.: Human Resources
California Western School of Law
225 Cedar Street
San Diego, CA 92101-3090

Phone: (619) 515-1593

The Committee is the named fiduciary under the Plan and is responsible for the administration of the Plan. The Committee is comprised of members appointed by the Institution. The Committee members serve at the pleasure of the Institution and receive no pay for their services to the Plan.

Service Of Legal Process

The designated agent for the service of legal process is the Institution's Director of Human Resources.

Plan Year

Records of the Plan are maintained on a Plan year basis. The Plan year is January 1st through the following December 31st.

Plan Amendments Or Termination

The Institution, by action of its Board of Trustees, or the Committee, has the right to amend the Plan at any time, for any reason or for no reason at all. However, no amendment may cause any of the Plan's assets to be used for any purpose other than for the benefit of Plan participants and their beneficiaries. Also, no amendment shall have a retroactive effect of depriving any participant of vested benefits he or she has earned under the Plan, unless it is required by laws, both State and Federal.

The Institution intends to continue the Plan indefinitely. However, the Institution, by action of its Board of Trustees, does have the right to suspend, reduce or discontinue contributions to the Plan, or to terminate the Plan, for any reason or for no reason at all.

Government Insurance

The Pension Benefit Guaranty Corporation insures benefits under "defined benefit plans" and not under "defined contribution plans." Benefits under the Plan are not insured because the Plan is a defined contribution plan.

Non-alienation Of Benefits And QDRO's

Your interest in the Plan and the benefits payable under the Plan are not assignable in any way. This means that the monies in your contracts are available only to you or your beneficiary in accordance with the Plan's provisions. Your contracts may not be used for collateral for loans (except as expressly provided for in the Plan for loans you make directly from the Plan), assigned, attached, garnished, pledged, or be subject to any type of legal process.

There is an exception to this general rule that applies to qualified domestic relations orders. A "qualified domestic relations order" or "QDRO" is a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent (an "Alternate Payee"). If a qualified domestic relations order is received by the Committee, all or a portion of your benefits may be used to satisfy the obligation. The Committee will determine the validity of any domestic relations order received. You may obtain, without charge, a description of the procedures that the Committee will follow in order to determine the validity of a domestic relations order. The amount payable to the Alternate Payee may be paid as soon as practical after the Committee determines the domestic relations order is a valid QDRO, even though you may still be employed and not be eligible for a distribution, if allowed under the contracts.

Payment Of Plan Expenses

All reasonable expenses of administering the Plan, including, but not limited to, actuarial, administration, accounting, recordkeeping, and legal fees and costs incurred in connection with such activities, shall be paid from the assets of the Plan, except to the extent that such expenses may be paid by the Institution. The Committee, in the Committee's sole discretion, shall determine whether each such charge shall be allocated pro rata or per capita to participants' contracts, or whether such a charge shall be allocated directly to the contract of the affected participant. The expenses arising in any manner in connection with the determination of the status of a proposed QDRO, including attorneys' fees and expenses, shall be paid from the Plan and charged equally to the participant's and Alternate Payee's interests therein. The allocation of expenses shall be determined by the Committee, in its sole discretion. Contact the Committee if you have questions concerning how any specific expense item may be charged to your contracts.

The Plan Documents Govern

The preceding pages are only a summary of the Plan's provisions. This Summary describes the Plan in a general way, and is designed to answer most questions you may have regarding the Plan and its operation. Contributions to the Plan and benefits payable from the Plan are governed at all times by the terms, conditions and provisions of the actual Plan documents, and you should rely solely on them in claiming any benefits under the Plan. If it appears to you that any provisions of the Plan documents conflict with the statements made in this Summary, please contact the Committee. You may review a copy of the Plan documents during normal business hours by writing to the Committee. You may also request your own copy of these, along with any other documents relating to the Plan and its operation, by writing

to the Committee. The Institution may charge a reasonable fee for the documents you request to cover copying costs.

3. What Are Your ERISA Rights?

As a participant in the Plan, 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:

Receive Information About Your Plan And Benefits

- Examine, without charge, at the Committee'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 Committee, 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 Committee may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Committee is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement that will provide you with information on the value of your contracts. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

Prudent Actions By Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes obligations upon the people who are responsible for the operation of the Plan. The people who operate the 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 Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

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

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

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

Assistance With Your Questions

If you have any questions about the Plan, you should contact the Committee. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Committee, 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.

[End of Summary]