

**SUMMARY PLAN DESCRIPTION
OF THE
DECHERT-HAMPE & COMPANY
EMPLOYEES SAVINGS AND PROFIT SHARING PLAN**

April, 2025

TABLE OF CONTENTS

I.	INTRODUCTION.....	2
II.	GENERAL INFORMATION	2
III.	ELIGIBILITY REQUIREMENTS FOR PARTICIPANTS	3
IV.	PARTICIPANT CONTRIBUTIONS.....	4
V.	EMPLOYER CONTRIBUTIONS	5
VI.	OTHER CONTRIBUTIONS IN THE PLAN.....	5
VII.	PARTICIPANT ACCOUNTS	6
VIII.	LIMITATIONS ON CONTRIBUTIONS	6
IX.	FEES LEVIED AGAINST YOUR PLAN ACCOUNT	7
X.	INVESTMENT PROVISIONS.....	8
XI.	TERMINATION OF SERVICE - VESTING	13
XII.	GENERAL RULES REGARDING DISTRIBUTIONS FROM ALL PLAN ACCOUNTS EXCEPT AMOUNTS TRANSFERRED FROM THE DECHERT- HAMPE & COMPANY EMPLOYEES PENSION PLAN	14
XIII.	SPECIAL RULES REGARDING DISTRIBUTIONS OF AMOUNTS TRANSFERRED TO THIS PLAN FROM THE DECHERT-HAMPE & COMPANY EMPLOYEES PENSION PLAN	15
XIV.	LOANS.....	16
XV.	WITHDRAWALS.....	18
XVI.	NONTRANSFERABILITY OF BENEFITS	20
XVII.	TOP-HEAVY RULES	20
XVIII.	AMENDMENT AND TERMINATION OF THE PLAN	20
XIX.	REQUESTS FOR BENEFITS AND APPEAL PROCEDURE.....	21
XX.	FEDERAL INCOME TAXES	21
XXI.	STATEMENT OF YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974	21

**SUMMARY PLAN DESCRIPTION OF THE
DECHERT-HAMPE & COMPANY
EMPLOYEES SAVINGS AND PROFIT SHARING PLAN**

I. INTRODUCTION

We are pleased to provide you with this summary of the Dechert-Hampe & Company Employees Savings and Profit Sharing Plan (the “Plan”), a profit sharing and 401(k) plan for employees of Dechert-Hampe & Company and Moss-Warner Communications, Inc. The Plan enables you to save a portion of your salary without paying income tax on the savings or on the investment income from such savings until you withdraw the savings from the Plan, usually upon retirement. In addition to the amounts you save in the Plan, the Employer intends to make contributions to the Plan on your behalf. Hence, your ultimate retirement benefit depends on your contributions to the Plan, the Employer’s contributions to your Plan accounts and on the investment performance of the your Plan accounts.

This summary is intended to give you an explanation of the Plan. However, please remember that the language of the Plan document actually governs the Plan and, if there is an inadvertent conflict between this summary and the Plan document, the terms of the Plan document will control. Comprehensive information relevant to the Plan’s investment alternatives, a complete library of Plan administrative forms, electronic-formatted downloadable copies of this summary, historic archives of Plan regulatory notices, and personal account information are all available at the Plan’s proprietary website www.planspecs.com/dhc. In the event there is something that you do not understand about the Plan, or if you want more detailed information, please feel free to contact the Plan’s Third-Party Plan Administrator at their e-mail portal info@planspecs.com. Alternatively, you may contact either of the Plan Sponsor’s Trustee representatives, Carmen Paunescu or Marcy Kalina or the Plan Sponsor’s Director of Human Resources, Debbie Nichols at (949) 429-1999.

II. GENERAL INFORMATION

The following information is provided to help you identify the Plan, the people who are involved in its operation, and the meaning of certain terms set forth in the Plan and in the Employee Retirement Income Security Act of 1974:

1. The Plan is called the Dechert-Hampe & Company Employees Savings and Profit Sharing Plan.
2. The Plan is maintained by Dechert-Hampe & Company. When the term “Company” is used in this summary, it refers to only Dechert-Hampe & Company. When the terms “Employer(s)” or “Sponsor” are used in this summary, they refer to Dechert-Hampe & Company and Moss-Warner Communications, Inc.
3. The Employer Identification Number assigned to the Company by the Internal Revenue Service is 36-2550118. The Plan number assigned to the Plan by the Company is 003.

If for any reason you should have to contact the Internal Revenue Service regarding the Plan, you should identify the Plan by using these numbers.

4. The Plan is a 401(k) plan which allows each participant to contribute to the Plan on a pre-tax basis through a salary reduction election. The Plan also is a profit sharing plan, which means that contributions may be made by the Employers in their discretion. Although it is called a “profit sharing” plan, under recent changes to the Internal Revenue Code, contributions are not limited to the Employers’ profits.

5. The Company is the Plan Administrator. The Plan Administrator provides information to you and makes the proper reports to the government. The principal address of the Plan Administrator is: 27261 Las Ramblas, Mission Viejo, CA 92691. The business telephone number of the Plan Administrator is (949) 429-1999.

6. The Company appoints an Administration Committee, which is responsible for the day-to-day management of the Plan and has discretion to interpret all terms of the Plan. In this summary we will call it the “Committee.” Currently the members of the Committee are: Carmen Paunescu, Marcy Kalina and Robert Smithers. The office of the Committee is: 27261 Las Ramblas, Mission Viejo, CA 92691, attention Carmen Paunescu. The telephone number of the Committee is (949) 429-1999 .

7. All assets of the Plan are held in a trust called the Dechert-Hampe & Company Employees Savings and Profit Sharing Trust. In this summary we will simply call it the “Trust.” The Trust is administered by the Trustees. The current Trustees are Carmen Paunescu, Marcy Kalina and Robert Smithers.

8. If a legal dispute involving the Plan should arise, any legal documents should be served upon the Company. The Plan’s agent for service of legal process is the Plan Administrator, 27261 Las Ramblas, Mission Viejo, CA 92691, attention Carmen Paunescu. Service of legal process may also be made upon any of the Trustees.

9. The Employee Retirement Income Security Act of 1974 requires defined benefit pension plans to be insured by the Pension Benefit Guaranty Corporation, a corporation established by the federal government. However, because this Plan is a profit sharing plan, rather than a defined benefit pension plan, it is not insured by the Pension Benefit Guaranty Corporation.

10. The Plan’s fiscal year ends on December 31.

III. ELIGIBILITY REQUIREMENTS FOR PARTICIPANTS

If you are employed by an Employer and are not a leased employee or an individual treated as an independent contractor (an “Ineligible Class”), you are eligible to participate in the Plan on the first day of the quarter following the month during which you complete 1,000 hours of service and reach age 21, whichever is later. You must complete the 1,000 hours of service requirement during a Computation Period. A Computation Period generally is a calendar year, except that there is a special Computation Period of 12 months beginning with your date of hire.

Example 1: Mary Smith, who is over 21, begins to work for an Employer on September 10, 2024. She completes 1,000 hours of service by February 15, 2025. She will be eligible on April 1, 2025 (the beginning of the next quarter).

Example 2: Jack Jones, who is over 21, begins working for an Employer on September 10, 2024. He works only part time and takes a few months off so he has not worked 1,000 hours by September 9, 2025. However, he completes 1,000 hours during the period beginning January 1, 2025 and ending in December, 2025. He is eligible to participate on January 1, 2026.

If you remain employed by an Employer but become a member of an Ineligible Class, you will no longer be eligible to make contributions to the Plan or receive Employer contributions. In addition, if you participate in the Plan, terminate service, and are later rehired, you can begin to make contributions to the Plan immediately upon your return to employment.

Military Service

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employers. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from law changes effective in 2009. If you think you may be affected by these rules, ask the Plan Administrator for further details.

IV. PARTICIPANT CONTRIBUTIONS

Salary Reduction Contributions

You may make Salary Reduction Contributions to the Plan. You will not pay federal income tax on any Salary Reduction Contributions put into the Plan until you receive some or all of the funds — usually at retirement or generally upon attainment of age 73, or if you elect, upon your termination of service with an Employer or in the event of a financial hardship. Until you receive your savings in the Plan, earnings on your savings will also accumulate tax-deferred. You are always fully vested in these contributions.

Here's an example of how Salary Reduction Contributions to the Plan work. If you make \$36,000 a year, and if you decide to save 5% of your pay on a pre-tax basis, that's an annual savings of \$1,300. If you are paid on a bi-weekly basis, \$50.00 would be withheld from each paycheck and put into the Plan. This \$50.00 is not currently taxed. At the end of the year, your W-2 will show \$34,700 as your taxable pay for the year so that the \$1,300 is not taxable. The \$1,300 remains in the Plan for your retirement. The reduction to your compensation also reduces your income for state income tax purposes.**

Your Salary Reduction Contributions to the Plan do not affect your Social Security benefits. When you make Salary Reduction Contributions to the Plan, both the Social Security

** Illinois, California and Connecticut

tax you pay and the Social Security benefits you receive will be the same as if you had made no contributions to the Plan.

Your Salary Reduction Contributions to the Plan are based upon the percentage of compensation you specify. You can elect to contribute from 1% to 100% of your annual compensation to the Plan. You can increase, decrease, or terminate your contributions to the Plan at any time.

The maximum Salary Reduction Contribution you can make to the Plan in one year is limited by law. For 2025 the limit is \$23,500. This maximum amount may increase in future years to reflect changes in the cost of living. Your Salary Reduction Contributions are also subject to other limitations discussed in Article VI below.

If you are age 50 or over, you may make additional catch-up contributions to the Plan. For 2025, the additional catch-up contribution permitted is \$7,500. If you are age 60-63, you can contribute an additional \$11,250. The amounts will be indexed for cost-of-living increases thereafter.

V. EMPLOYER CONTRIBUTIONS

Non-Elective Employer Contributions

In addition to your Salary Reduction Contributions, the Plan document provides that your Employer make an annual contribution to the Plan on your behalf in the amount of 3% of your compensation for the year. This contribution is termed “Safe Harbor Profit Sharing” and provides the Plan with certain waivers from compliance testing otherwise required by Internal Revenue Code and ERISA regulations. This contribution may be proactively eliminated from the Plan by amendment to the Plan document under conditions of severe financial difficulty experienced by the Employers. The elimination of this contribution may occur only after notification to all employees and then only subsequent to 30 days after such notification. For purposes of this contribution, your “Compensation” means your total cash compensation for services rendered as an employee, including commissions, and overtime pay, but excluding discretionary bonuses and compensation in excess of \$350,000 (the 2025 calendar year limit, an amount which may be adjusted annually for cost-of-living increases.) You are always fully vested in these contributions.

Discretionary Employer Contributions

In addition, your Employers may make a Discretionary Contribution to the Plan as the Company’s Board of Directors determines. You will share in the Discretionary Contribution on a proportional basis according to your Compensation (described above) if you have earned 1,000 Hours of Service during the year. These contributions are subject to a vesting schedule.

VI. OTHER CONTRIBUTIONS IN THE PLAN

Rollover Amounts

If you receive a distribution from another “qualified” plan, you may roll over (that is, transfer) that distribution into this Plan, provided that the Internal Revenue Code permits a tax-free rollover in your situation. Any amount so transferred will be placed in a rollover contribution account, where it will be invested according to the provisions described below in Section X. You are always fully vested in this account.

Amounts in Your Special Plan Merger Account

In January, 2005, the following plans sponsored by the Employers were merged into the Plan:

Dechert-Hampe & Company Employees Pension Plan
Dechert-Hampe & Company Employees Profit Sharing Plan
Moss-Warner Communications, Inc. Employees Profit Sharing Plan

These plans shall be referred in this Summary Plan Description as the “Merged Plans”. The amounts transferred into this Plan from the Merged Plans were placed in a Special Plan Merger Account for each Participant.

VII. PARTICIPANT ACCOUNTS

The Plan Administrator will establish the following individual accounts in your name to reflect your interests under the Plan:

1. “Salary Reduction Contribution Account,”
2. “Discretionary Employer Contribution Account,”
3. “Non-Elective Employer Contribution Account,”
4. “Rollover Account,” and
5. “Special Plan Merger Account,” which includes a “Merged Profit Sharing Plan Account” and a “Merged Money Purchase Pension Plan Account.”

Your accounts will be invested in your selection of investment funds under the Plan (see Section IX “Investment Provisions”, below). Accordingly, accounts will reflect your share of the gains or losses on the investments made by the investment funds. You will receive statements quarterly showing the amounts credited to your accounts.

VIII. LIMITATIONS ON CONTRIBUTIONS

Under the law there are limitations on the contributions that may be allocated to your accounts in any Plan Year. These limitations affect your: (1) Salary Reduction Contributions and (2) total contributions.

A. Salary Reduction Contributions

By law, your Salary Reduction Contributions for any year may not exceed a maximum amounts detailed in Section IV. The limitations may be adjusted annually for cost-of-living

increases. (As discussed in Section IV, catch-up contribution limits make these maximums variable across participants of different ages.)

B. Total Contributions

Most contributions are allocated to your accounts based upon your total Compensation. For all purposes under the Plan, in 2025 the total Compensation of any participant is limited to \$350,000, which may be adjusted annually for cost-of-living increases.

In addition, the total of all contributions allocated to your accounts in all the plans sponsored by the Employers in any calendar year may not exceed the lesser of 100% of your compensation or \$70,000 (effective for 2025 calendar year.) This \$70,000 limitation may be increased in the future by a cost-of-living factor. Note that the allocation of investment earnings each year to your accounts is not affected by these limitations.

IX. FEES LEVIED AGAINST YOUR PLAN ACCOUNT

In General

The Plan document provides for payment of all reasonable costs incurred in the operation of the Plan and Trust by a combination of both the Employers and the participant accounts. The Trustees in conjunction with the Employers will determine the extent to which the Plan's costs will be absorbed by participant accounts.

Plan-Level Costs

This cost allocation to participant accounts may change from time to time. Participant's accounts will be charged this allocation of costs on the basis of a certain stated percentage of their beginning-of-calendar-quarter account market value of securities. Effective April 1, 2009, the stated percentage of quarter-beginning securities market value absorbed by participant accounts will be 0.075% quarterly (that is, 7.5¢ per \$100 invested.) This participant account absorbed fee rate will always be published at www.planspecs.com/dhc.

Examples of "plan level" costs incurred to operate the Plan include but are not limited to: Legal and administrative costs to maintain the Plan and Trust documents in compliance with all applicable regulations. Recordkeeping and information technology costs to accurately account for and report to you regarding your plan contribution, investment, and distribution transactions. Investment custodial, advisory and management costs to insure safekeeping and expeditious availability of appropriately selected, monitored and replaced as warranted investment products.

Participant-Directed Costs

Participant's accounts will be charged at the source of these costs (by either the Third-Party Plan Administrator or the investment custodian as applicable) at rates previously approved by the Trustees and published to the participants ahead of their acceptance thereof. Examples of "participant directed" costs incurred voluntarily by a Plan participant are (1) investment transaction costs as directly accepted by participants in the execution of investment trades (such as trading commissions in Schwab Brokerage PCRA™ Venue accounts or purchase or

redemption fees levied against a very limited number of the funds within the Vanguard Mutual Funds Venue) within their Plan accounts or (2) costs incurred to initiate a Qualified Domestic Relations Order (QDRO) or to initiate or annually administer a Participant Loan. These latter two direct costs are detailed in their specific sections of this Summary below.

X. INVESTMENT PROVISIONS

Responsibility for Investment Elections

The Company has designed the Plan to be a Plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (“ERISA”). Consequently, when you direct the investment of your own accounts, the Trustees and all other Plan fiduciaries will not be liable for any losses to your accounts that are the direct and necessary result of your investment instructions. Thus, for example, if you direct the investment of all of your accounts in a particular investment fund and the value of that fund declines substantially, you would not be permitted to claim that the Trustees or any other Plan fiduciary should be liable for such loss.

Investment Options

Each participant individually determines how the funds held on his or her behalf will be invested and reinvested in the various investments authorized by the Trustees. The Plan allows participants to invest their entire Plan account across investment options in the following three different Investment Venues:

- (1) Participant Self-Directed “Vanguard Select Funds” Venue: A core menu of Vanguard mutual funds representing a broad spectrum of asset classes and investing strategies appropriate to retirement plan investing. The core menu includes both actively and passively (indexed) -managed Vanguard funds chosen by the Trustees with initial screening, monitoring, and replacement advice provided by an independent financial advisor engaged by the Trustees.
- (2) Auto-Balanced Vanguard Funds Venue: The entire spectrum of Vanguard Target Retirement™ and Life Strategy™ mutual funds. The Target Retirement™ Funds family of “All-in-One” funds are a set of approximately 11 individual funds that are broadly diversified among asset classes and investing strategies within themselves and that gradually become more conservative as your self-determined year of retirement approaches, reducing investment risk automatically. The Vanguard Target Retirement™ Venue is the Plan’s “Qualified Default Investment Alternative” or “QDIA”. The significance of the QDIA in the Plan is explained below.

The Life Strategy™ Funds family of “All-in-One” funds are another set of four individual “auto-balancing” Vanguard Funds that are broadly diversified within themselves and continually maintain a predetermined growth- or income-oriented investment strategy specific to which of these four funds you select.
- (3) Schwab Brokerage PCRA™ Venue: A brokerage account established on your behalf at Charles Schwab & Co., through which you may direct investments among any of the mutual funds, registered securities, or other investments such as certificates of deposit available through this brokerage platform designed specifically for ERISA-qualified

plans. Be sure to read this Summary's section "Investing Within a Venue Subsequent to Deposit" for additional information as to the Plan's restrictions on investments within this venue.

Qualified Default Investment Alternative "QDIA"

As a participant, you have the right to decide how your entire Plan account and future deposits to it will be invested across the three Venues described above. Until such time as you make an investment election, any balances in your Discretionary Employer Contribution Account, your Non-Elective Employer Contribution Account, your Special Plan Merger Account, and all of your future employer contribution deposits for which you have yet to actively submit an investment election will be invested in the Plan's QDIA.

Your QDIA will be designated by the Plan Administrator to be the Vanguard Target Retirement™ Fund whose target date (defined as the January 1st of the calendar year stipulated in the fund's name) is last preceding your 65th birthday. These Vanguard funds are designated in 5-year increments beginning 2020, employ gradually more conservative strategic combinations of Vanguard money market, bond, and stock mutual funds as they proceed to and pass their designated "retirement" date, and are cost-effectively managed with annual shareholder expense ratios between 0.08% and 0.14% (that is, 14¢ per \$100 invested.) Continually updated and comprehensive information regarding each funds' investment strategy, underlying mutual funds employed, investment manager, investment management fee, and historical performance are available on the Plan's proprietary website www.planspecs.com/dhc under the "Plan Investing" and "Vanguard Auto-Balanced Funds" tabs.

You may make an investment election for all future deposits on either a *Participant's Original Deferral Agreement* (for newly activating participants) or a *Future Contributions – Deferral Rate and /or Investment Mix Change Request* (for currently contributing participants.) You may re-mix your entire Plan account across the mutual funds of either of the Vanguard Funds Venues at any time and without frequency limitations by completing and submitting a *Vanguard Funds Existing Balance Re-Mix Request*. Once funds have been deposited in either the Vanguard Funds Venue or the Schwab Brokerage PCRA™ Venue, they may be transferred between these investment venues at the participant's election at any time by completing a *Schwab PCRA to/from Vanguard Venue Transfer Request* form. All forms are available to Plan Administrator-approved participants on www.planspecs.com/dhc.

You may make an investment election for future deposits on either a *Participant's Original Deferral Agreement* (for newly activating participants) or a *Future Contributions – Deferral Rate and /or Investment Mix Change Request* (for currently contributing participants.) All forms are available to Plan Administrator-approved participants on www.planspecs.com/dhc.

Investing in the Plan's Investment Venues – General Information

The Committee provides current and prospective participants with a wide variety of both proprietary and independently-published descriptive materials regarding each mutual fund offered in both Vanguard Funds Venues at www.planspecs.com/dhc. These include a fund quarterly fact sheet, fund prospectus and annual or semi-annual report with information

including a description of annual operating expenses and the amount of such expenses, the historical value of fund shares, and past investment performance. It is your responsibility to carefully review appropriate prospectuses and other relevant details of each fund before deciding how your Plan accounts should be invested. In deciding which fund or funds are right for you, you should consider all relevant information, including your financial goals and objectives, your tolerance for risk, the advantages of diversification, and the descriptions of the funds.

Although other sources for this fund information are available, the Plan's dedicated website at www.planspecs.com/dhc represents the Plan's official repository of this information. Furthermore, you may monitor performance of your Plan accounts' investment selections in Plan's two Vanguard Funds Venues on a daily basis by reference to the mutual funds' closing market share prices, your share balances, and your total fund market values at www.planspecs.com/dhc.

Information regarding the investments available through the Schwab Brokerage PCRA™ Venue must be obtained by the participant directly from the issuers of those investments or from Schwab (www.schwab.com or 1-800-372-PCRA). This Investment Venue is offered by the Plan primarily for Plan participants who desire to invest all or a portion of their Plan accounts outside the Plan's Vanguard Funds Venues.

The Trustees, Committee, and Plan Administrator are not responsible for the investment direction of participants' Plan accounts. The Trustees are responsible for providing that the Plan's Vanguard Select Funds Venue includes an appropriate menu of mutual funds, and the Trustees employ an independent financial advisor to advise them in that respect. You should be aware that a limited number of the mutual funds offered in the Vanguard Select Funds Venue have Redemption and/or Purchase fee associated with a very limited set of specific transactions as directed by participants in their Plan accounts. Complete descriptions of these fees and their applicability to transactions within the Plan are available at www.planspecs.com/dhc under the "Plan Investing" tab then the "Vanguard Select Funds Venue" tab.

The Trustees are not responsible for any facet of any mutual fund or other investment provided through the Schwab Brokerage PCRA™ Venue. Comprehensive information on this investing venue is available at www.planspecs.com/dhc under the "Plan Investing" tab then the "Schwab PCRA™ Brokerage" tab.

All responsibility for an adequate review of any investment prior to its purchase through the Schwab Brokerage PCRA™ Venue rests solely with the participant. Participants investing through this Investment Venue are responsible for being fully apprised of all aspects of those investments, including but not limited to applicable trading expenses, sales commissions, fund loads, redemption fees (and the rules governing them), initial and ongoing fund purchase minimums, and fund investment objectives. Any and all expenses incurred in connection with a participant investing through the Schwab Brokerage PCRA™ Venue are paid from the participant's accounts.

Investing Contributions and Loan Repayment Deposits

Initially, at the participant's direction, all rollover contributions, all salary deferral contributions, all employer non-elective and discretionary profit sharing contributions, and all participant loan repayments are deposited in one or more of the Plan's three Investment Venues as directed by the participant on either a *Participant's Original Deferral Agreement* (for newly activating participants) or a *Future Contributions – Deferral Rate and /or Investment Mix Change Request* (for currently contributing participants) or, in the absence of formal participant direction, by default as stipulated by the Plan's QDIA provisions as follows:

To the Vanguard Target Retirement™ Fund whose target date (defined as the January 1st of the calendar year stipulated in the fund's name) is last preceding your 65th birthday.

These deposit investment direction forms are available to Plan Administrator -approved participants at www.planspecs.com/dhc. In addition, directing contributions and loan repayments into your PCRA™'s Schwab proprietary FDIC-insured Schwab Bank Sweep for Benefit Plans, requires you to complete the proper Plan account applications. Contact the Plan Administrator at info@planspecs.com for instructions and applicable forms for this Investment Venue.

Investing Within a Venue Subsequent to Deposit

All administrative forms necessary for investing subsequent to deposit are available only to Plan Administrator -approved participants and only on www.planspecs.com/dhc.

Balances in the mutual funds of either of the Vanguard Funds Venues may be reallocated among the mutual funds of either of the Vanguard Funds Venues at any time and without frequency limitations by completing and submitting a *Vanguard Funds Existing Balance Re-Mix Request*. Investment changes within the Vanguard Funds Venues are subject to timing and other rules as detailed on that form. Fund redemption fees may apply. These fees are detailed in the Funds Information tables at www.planspecs.com/dhc under the "Plan Investing" tab then either the "Vanguard Select Funds Venue" or "Auto-Balanced Vanguard Funds Venue" tabs.

Balances in mutual funds within the Schwab Brokerage PCRA™ Venue may be liquidated and reinvested in other investments within that Investment Venue at any time in accordance with the rules governing the accounts in those Venues as determined by Charles Schwab & Co. Participants with any portion of a Plan account in this Venue should familiarize themselves with these investment rules and procedures by contacting Schwab (www.schwab.com or 1-800-372-PCRA). Remember, all responsibility for any investments within this Venue rests with the Plan participant.

Investments through the Schwab Brokerage PCRA™ Venue may be made in any of the following types of assets:

- (1) shares in "open-end" and "closed-end" investment companies registered under the Investment Company Act of 1940 (mutual funds) whose bid and ask values are readily available;
- (2) stock that is securities listed on the New York Stock Exchange, the American Stock Exchange and other stock exchanges and any NASDAQ national market and small cap market securities (which excludes pink sheets and Bulletin Board stocks);

- (3) publicly traded bonds listed on a domestic nationally recognized exchange;
- (4) certificates of deposit for which trading and custodial facilities are readily available through the custodian of the account,
- (5) U.S. Treasury obligations, and
- (6) Options, limited to writing covered calls and buying protective puts.

Investments through the Schwab Brokerage PCRA™ Venue may not include any of the following:

- (A) the purchase of securities on margin or sell short;
- (B) interests in a partnership or joint venture;
- (C) transactions with respect to commodities, futures or options (excluding Item (6) above);
- (D) property subject to acquisition or other indebtedness;
- (E) any restricted securities as defined in Rule 144 of the Securities and Exchange Commission;
- (F) real property;
- (G) any franchise or similar right;
- (H) any transaction prohibited under the Internal Revenue Code or ERISA;
- (I) any investment not described in (1) through (5) above.

Venue Transfer Procedures

Once funds have been deposited in either the Vanguard Funds Venue or the Schwab Brokerage PCRA™ Venue, they may be transferred between these investment venues at the participant's election at any time by completing a *Schwab PCRA to/from Vanguard Venue Transfer Request* form available at www.planspecs.com/dhc. These venue transfers are subject to relatively complex rules as detailed in that form's Notes section. Be sure to read and understand these rules before requesting a venue transfer.

This form is accepted in accordance with processing details in the Important Notes section in the current version of the form on the Plan's website. The Committee reserves the right to modify the processing details at any time. However, the Notes existing on the version of the form you submit govern that submission. Be sure to read these Notes carefully so you are clear as to the processing details of that submission before signing and submitting the form.

Only Plan account balances invested in the money market mutual fund option of either of the Vanguard Funds Venues or the Schwab Brokerage PCRA™ Venue on the business day immediately prior to the elected Venue Transfer Date may be transferred across Vanguard/Schwab venues by submission of a *Schwab PCRA to/from Vanguard Venue Transfer Request*. For example, if you want to move 100% of your Schwab Brokerage PCRA™ Venue account balance to either of the two Vanguard Funds Venues, any amount NOT in your

PCRA™'s Schwab proprietary FDIC-insured Schwab Bank Sweep for Benefit Plans on the day before your elected Venue Transfer Date will be ignored. Therefore, it is your responsibility to timely sell all non-Schwab Bank Sweep investments in the Schwab Brokerage PCRA™ Venue which you wish to transfer to a Vanguard Funds Investment Venue so that the sales proceeds are available for transfer from that money market fund on your elected Venue Transfer Date. Conversely, balances in non-money market Vanguard Funds Venue funds must first be moved to the Vanguard Prime Money Market Fund by submission of a *Vanguard Funds Existing Balance Re-Mix Request*. This direction is then followed-up with a *Schwab PCRA to/from Vanguard Venue Transfer Request*.

Venue Transfers TO the Select Funds Venue

Investment Venue transfers TO either of the two Vanguard Funds Venues will be invested in the Vanguard Prime Money Market Fund unless the participant completes and submits a *Vanguard Funds Transfer-In (from Schwab) Investment Mix Request* directing the investment of the transferred balance together with a *Schwab PCRA to/from Vanguard Venue Transfer Request* authorizing the initial Investment Venue transfer.

XI. TERMINATION OF SERVICE - VESTING

Your entire Plan account balance is fully vested and nonforfeitable at all times in the event of termination from employment as a result of retirement, death or total disability. In addition, you are always fully vested in the amounts in your Salary Reduction Contribution Account, Non-Elective Employer Contribution Account and Rollover Account. The balances in your other accounts become fully vested and nonforfeitable for the purposes of other termination from employment under the following vesting schedule:

<u>Completed Years of Service</u>	<u>Vested Percentage</u>
One	0%
Two	20%
Three	40%
Four	60%
Five	80%
Six	100%

Any amount in which you are not vested will be forfeited.

If you terminate your employment and are then rehired, all years of service prior to your termination shall be counted for purposes of the vesting schedule. In addition, if, within five years of rehire, you repay any amount that was distributed to you upon termination, any amounts forfeited shall be restored.

The vesting schedule may be amended. However, your vested interest at the time of the amendment cannot be decreased by the amendment. Further, if you have completed 5 or more years of service, you may elect to have your percentage determined under the schedule in effect before the amendment.

XII. GENERAL RULES REGARDING DISTRIBUTIONS FROM ALL PLAN ACCOUNTS EXCEPT AMOUNTS TRANSFERRED FROM THE DECHERT-HAMPE & COMPANY EMPLOYEES PENSION PLAN

How Distributions Are Made

Except as provided in Section XII below regarding certain amounts in your Special Plan Merger Account, the Plan provides that distributions will be made only in lump sums. All distributions will be made in cash. Instead of having your lump sum distribution paid to you, you may elect a “direct rollover” distribution. A “direct rollover” is the transfer of your distribution directly to another plan qualified under section 401(a) of the Internal Revenue Code or the transfer to an Individual Retirement Account. A direct rollover may enable you to avoid current income tax and withholding on your distribution.

When Distributions Will Be Made

Distributions will be made upon your death, retirement, disability, or termination of employment as follows:

Distribution Upon Retirement, Disability, or Termination of Employment

(a) Account Balances of \$1,000 or Less

If you terminate service and your total vested interest in all accounts (including Special Plan Merger Accounts, but not including Rollover Accounts) in the Plan does not exceed \$1,000, your benefit payment will be made in a lump sum as soon as practicable but no later than 60 days after the end of the Plan Year in which you terminate service.

(b) Account Balances in Excess of \$1,000

If your vested interest in all your accounts (including Special Plan Merger Accounts, but not including Rollover Accounts) in the Plan exceeds \$1,000, you may elect to receive your vested interest as soon as practicable after you terminate your service. If you make no election, your vested interest will be distributed to you within 60 days after the end of the Plan Year in which occurs your 65th birthday. Nevertheless, if you are a 5% owner of an Employer, Plan distributions must commence no later than the April 1 of the calendar year following the calendar year in which you attain age 73 even if you are actively employed after your 65th birthday.

Distribution Upon Death

If you die before receiving any distributions from the Plan, the entire balance in your accounts except as described in Section XII shall be paid to your beneficiary in a single lump sum on or before 5 years after your death.

Generally, if you have not received the full balance in your accounts at the time of your death, your spouse is automatically your beneficiary entitled to receive the remaining balance in your accounts. However, if you have no

surviving spouse or if your surviving spouse consents to the election of a non-spouse beneficiary, the entire balance in your accounts shall be paid to your designated beneficiary. If you are married and wish to designate a non-spouse beneficiary, both you and your spouse must complete an election. The election must contain your spouse's consent to the election, your spouse's acknowledgement of the effect of the election, and must be witnessed by a notary public. If your spouse does not consent to the election of a non-spouse beneficiary, the election will be invalid. For purposes of this summary, we will simply call your spousal beneficiary or non-spousal beneficiary the "beneficiary."

XIII. SPECIAL RULES REGARDING DISTRIBUTIONS OF AMOUNTS TRANSFERRED TO THIS PLAN FROM THE DECHERT-HAMPE & COMPANY EMPLOYEES PENSION PLAN

How Distributions Are Made

All distributions may be made in a lump sum, in a direct rollover or in a series of substantially equal annual or more frequent installments over a period not extending beyond the participant's life expectancy or beyond the joint and last survivor expectancy of the participant and his designated beneficiary. If you are married, your vested interest shall be payable in the form of a Joint and Survivor Annuity, unless you elect another form of distribution listed above, with the consent of your spouse.

When Distributions Will Be Made

Distributions will be made upon your death, retirement, disability, or termination of employment as follows:

(1) Distribution Upon Retirement, Disability, or Termination of Employment

If you terminate service and your vested interest in all your accounts in the Plan (except Rollover Accounts) does not exceed \$1,000, benefit payment will be made in a lump sum as soon as practicable, but no later than 60 days after the end of the Plan Year in which you terminate service. If you terminate service and your vested interest in all your accounts in the Plan (except Rollover Accounts) exceeds \$1,000, you may elect to receive your vested interest as soon as practicable after you terminate your service (with the consent of your spouse if you are married). In most other instances, payments will be made within 60 days after the end of the Plan Year in which occurs the later of your termination of service or your 65th birthday. However, if you file a request with the Committee (with the consent of your spouse if you are married), a distribution may be paid on or before the end of the Plan Year in which your employment terminates. Nevertheless, if you are a 5% owner of an Employer, Plan distributions will commence no later than the April 1 of the calendar year following the calendar year in which you attain age 70½ even if you are actively employed by the Employers.

(2) Distribution Upon Death

If you die after distribution of your vested interest has begun, the remaining portion will continue to be distributed to your beneficiary at least as rapidly as under the method of distribution being used prior to your death.

If you are married and you die before distribution of your vested interest begins, and if you have been married to your spouse throughout the one year period ending on your date of death, your account balances will be paid in the form of a Pre-retirement Survivor Annuity, unless you have elected otherwise, with the consent of your spouse.

However, if you have no surviving spouse or if your surviving spouse consents to the election of a non-spouse beneficiary, the entire balance in your accounts shall be paid to your designated beneficiary. If you are married and wish to designate a non-spouse beneficiary, both you and your spouse must complete an election. The election must contain your spouse's consent to the election, your spouse's acknowledgement of the effect of the election, and must be witnessed by a Plan representative or a notary public. If your spouse does not consent properly to the election of a non-spouse beneficiary, the election will be invalid. Distribution to your beneficiary shall be completed by December 31 of the calendar year containing the fifth anniversary of your death.

XIV. LOANS

In General

While the primary purpose of the Plan is to provide income for your retirement, you may be permitted to take a loan from the Plan while you are working for the Employer. You may borrow from the Plan by filing an application with the Plan Administrator in accordance with rules established by the Committee. Any loan will be charged against your Plan account.

Limitations

The face amount of any new loan may not be less than \$1,000. The maximum amount which you may borrow cannot exceed the lesser of:

- (1) 50% of your vested Plan account balance, or
- (2) \$50,000 reduced by the highest outstanding balance of all your loans under the Plan during the one-year period ending on the day preceding the day such amount is to be borrowed.

Loan proceeds will be funded solely from a Participant's balance in the Money Market Fund of his/her Plan account. It is the Participant's responsibility to have sufficient Money Market fund balance available on the loan's funding date. No participant may have more than two loans outstanding at any one time. A loan will only be made from the Plan if, in the sole discretion of the Committee, it would not cause the Plan to violate any provision of law.

Term

Any borrowed amount must be repaid no later than five years after the loan is made. However, the 5-year limit is increased to 15 years if you are using the loan to acquire what will, within a reasonable time, be your principal residence.

Interest Rate

An interest rate equal to the Prime Rate (as published by The Wall Street Journal) in effect on the Loan Application date, plus 1% will be fixed for the term of the loan and documented in the Promissory Note.

Administrative Loan Fees

Administrative fees to cover costs to initiate and maintain the loan are set from time to time by the Company and are paid to the Third-Party Plan Administrator. Current fee levels are as follows:

- (1) Initiation Fee – New Loans The Face Amount proceeds of a new loan will be reduced by \$100 to cover its initiation costs.
- (2) Initiation Fee – Refinances The Face Amount proceeds of a refinanced loan will be reduced by \$150 to cover costs to retire the original loan and initiate the new loan.
- (3) Annual Maintenance Fee The participant's Plan balance will be debited for \$50 each September 15th that any principal balance remains outstanding.

Documentation

You must provide the Plan with your completed Loan Application, Loan Disclosure Statement, and Promissory Note before your loan will be distributed. If you are married at the time of the Loan Application, your spouse's notarized signature must appear on the Loan Application. The Promissory Note is your personal pledge to repay the loan and assigns 50% of the value of all your vested account balances under the Plan as collateral for this pledge. The Promissory Note and Loan Disclosure documents will be produced by the Plan Administrator upon your submission of your Loan Application. If you are requesting the loan for a term in excess of the normal 5-year limitation you must provide the Plan Administrator sufficient documentation to substantiate the principal's specified purpose. This will generally consist of a Residential Property Purchase Contract and follow-up with a Settlement Statement. All such documentation is due upon your submission to the Plan Administrator of a completed Loan Application.

Repayment

- (1) Payroll deductions By signing the Promissory Note you will, among other things, consent to repay any loan in equal installments via bi-weekly after-tax payroll deductions. Payroll deduction loan repayments will be re-invested to your Plan account in accordance with your investment election, if any, for your future contributions.
- (2) Prepayment You may prepay in whole at any time without premium or penalty; however, partial prepayments are not allowed. Lump sum prepayment must be tendered to the TPA in the form of a bank draft or money order payable to the Plan. Arrange such prepayments with the TPA.
- (3) Refinance You may elect to refinance any outstanding loan provided that you request an addition of at least \$1,000 to the original loan's outstanding principal balance. The replacement loan will carry a new interest rate established as of its Loan Application date but will maintain the original loan's maturity date.
- (4) Upon Termination of Employment If, when your employment with the Employer

terminates, any of your loan or interest thereon remains unpaid, such unpaid amount or any portion thereof may be repaid in a single lump sum via a bank draft or money order within 90-days of your employment termination.

- (5) Suspension of Repayment During Leave of Absence The Plan provides for suspension of repayment during military and approved non-military leaves to the extent permitted by IRS regulations. The TPA can guide you through these rules should they become applicable to you.

Consequences of Default

- (1) If, at any time subsequent to your employment termination, you request a distribution of your vested account balance and any of your loan principal or interest remains unpaid, such unpaid amount will be charged to your Plan account and considered as part of your distribution.
- (2) If, at the end of a 90-day period following your termination of employment, you have yet to request a distribution of your vested account balance and any portion of your loan balance remains outstanding, the Plan Administrator will declare the outstanding balance a deemed distribution.
- (3) Any distribution of outstanding loan balance requires the TPA to report such event to you and the IRS on a Form 1099R issued prior to the end of the January following the calendar year of the distribution. In most cases the distribution of an outstanding loan balance is a taxable event.

XV. WITHDRAWALS

In the limited circumstances described below, you can withdraw money from the Plan before you have terminated your employment. However, **withdrawing money from the Plan has adverse tax consequences — amounts withdrawn from the Plan are subject to federal and state taxes at your normal tax rate, and if you are under age 59½, you generally must pay an additional 10% penalty tax for early withdrawal.** Requests for withdrawals must be made in writing to the Committee 30 days prior to the date on which the withdrawal is required. A withdrawal shall be paid as soon as possible after the date a timely request is received. The minimum amount of any withdrawal is \$1,000 and a Participant shall make only one withdrawal during any Plan Year.

Hardship Withdrawals

A withdrawal due to Financial Hardship is limited to the portion of your funds that are attributable to your own elective contributions and rollover funds. You should contact the Plan Administrator who will provide you with a “Hardship Withdrawal Application” form. Any hardship withdrawal will require the written consent of your spouse if you are married.

The only forms of immediate and heavy financial need that will support a request for a hardship withdrawal are the following:

- To pay for medical expenses (as defined in Internal Revenue Code section 213)

for yourself, your spouse or your dependents (as defined in Internal Revenue Code section 152) which are not otherwise covered by insurance or a similar arrangement.

- To purchase your primary residence (excluding mortgage payments).
- To prevent an eviction from your primary residence or a foreclosure upon a mortgage or deed of trust secured by your primary residence.
- To pay for tuition, related educational fees, and room and board expenses, for the next 12 months of post-secondary education for yourself, your spouse, your children or other dependents (as defined in Internal Revenue Code section 152).
- Payments for burial or funeral expenses for your deceased parent, spouse, children, or dependents, or
- Expenses for repairing damages to your principal residence that would qualify for a casualty deduction (as defined in Internal Revenue Code Section 165) without regard to whether the loss exceeds 10 percent of your adjusted gross income for federal tax purposes.
- Expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by FEMA provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

A hardship withdrawal will not be available unless you demonstrate to the Plan Administrator that you have an immediate and heavy financial need. In general, this means you must meet ***all*** of the following requirements:

- The amount to be withdrawn is not in excess of the amount of your immediate and heavy financial need, including amounts necessary to pay federal, state or local income taxes or penalties reasonably anticipated to result from the hardship distribution.
- You have already obtained all withdraw-able funds and all non-taxable loans from this Plan and any other plan maintained by the Company. This includes other qualified retirement plans, non-qualified plans for deferred compensation, and other similar programs.

Hardship withdrawals are not eligible for tax-deferred rollover to an IRA account or other qualified retirement plan.

Age 59½ Withdrawals

Once you attain age 59½ you may make withdrawals from all of your accounts not limited by the rules regarding hardship.

XVI. NONTRANSFERABILITY OF BENEFITS

Generally, you may not transfer, sell, pledge as collateral, or otherwise give away your interest in the Plan. Your creditors may not attach or garnish your interest in the Plan. However, the Plan Administrator may be required by a Qualified Domestic Relations Order (divorce decree or “QDRO”) to use some or all of your benefits to pay alimony, child support, or other transfer of assets directly to your spouse, former spouse, child or other dependent. The Plan will not honor a domestic relations order unless it meets requirements set forth in the Internal Revenue Code.

All expenses incurred by the Plan Administrator in administering the Plan with respect to any court order, or any legal proceeding expected to result in a court order, purporting to be a qualified domestic relations order or an order otherwise attempting to assign a participant’s benefit to another person are charged to the accounts of that participant.

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. You and your beneficiaries can obtain, without charge, a copy of the applicable qualified domestic relations order from the Administrator.

XVII. TOP-HEAVY RULES

The Internal Revenue Code provides a complicated set of rules for determining whether the Plan is “Top Heavy.” Stated simply, the Plan is Top Heavy if the value of account balances belonging to key employees (certain highly paid officers and employees who are shareholders) exceeds 60% of the total value of all account balances in the Plan. If the Plan is Top Heavy, the Plan must provide minimum allocations. Each Plan Year, the Plan Administrator determines whether the Plan is Top Heavy for that year. The Plan is presently not Top Heavy nor is it expected to be Top Heavy in the future.

XVIII. AMENDMENT AND TERMINATION OF THE PLAN

Amendment

The Plan may be amended at any time, including retroactively, by a resolution of the Board of Directors of the Company. No amendment to this Plan can retroactively reduce benefits already accrued to you, except when required to comply with an act of Congress or a rule established by the Internal Revenue Service.

Termination

Although the Company has no intention of terminating the Plan, it reserves the right to terminate it or permanently discontinue contributions to the Plan at any time. If the Plan were to be terminated or if contributions were to be discontinued permanently, your interest in all your accounts would become fully vested. As soon as practicable after termination, your accounts will be distributed to you provided, however, that there may be delays in distributing your Salary Reduction Contribution Account because of the laws governing the distribution of Salary Reduction Contributions in a plan such as this one.

XIX. REQUESTS FOR BENEFITS AND APPEAL PROCEDURE

Benefits will be paid to you and your beneficiaries without the necessity for formal claims. However, if you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Administrator.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

XX. FEDERAL INCOME TAXES

Under present law, so long as the Plan maintains its qualified status under sections 401(a) and 401(k) of the Internal Revenue Code, you will incur no federal income tax on your Salary Reduction or Employer Contributions to the Plan, earnings credited to your accounts or any increase in the value of your accounts before they are withdrawn or distributed under the terms of the Plan.

If you make a cash withdrawal while still employed by the Employers, you will be subject to federal income tax at ordinary income tax rates on the amount of such withdrawal. If you make a cash withdrawal while still employed by the Employers and before attaining age 59½, you also will be subject to a 10% penalty tax on the amount of such withdrawal that is subject to federal income tax, subject to certain exceptions.

Distributions from the Plan are subject to special tax treatment depending upon the form of distribution, your age, and your employment status. There are special rules for rollover transfers to IRAs that permit you to defer the current taxation of your distribution. If you need information on the tax treatment of distributions, please contact the Committee.

XXI. STATEMENT OF YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). The following is a summary of these rights.

Plan Documents

This summary is an outline of the Plan document. You may refer to the official Plan document for more detailed information. The Plan Administrator makes available, for inspection, all Plan documents and copies of all documents filed by the Plan with the U.S. Department of Labor and the Internal Revenue Service, such as annual financial reports. You may examine these documents, without charge, at the Plan Administrator's main office at 27261 Las Ramblas, Mission Viejo, CA 92691 . The business telephone number of the Plan Administrator is (949) 429-1999.

In the event of any conflict between this summary and the official Plan document, the Plan document will control. If you wish, you may obtain copies of all Plan documents and other Plan information. To do so, you must make a written request to the Plan Administrator. You may be charged for the cost of duplicating the documents.

Participant Account Reports, Summary Annual Report and Plan Changes

You will receive quarterly statements detailing transactions and balances in your Plan account investments. Plan Administrator -approved participants may access their completed Plan administrative forms, historical transaction detail, and current account investment position and market value details at www.planspecs.com/dhc. You will receive a summary of the annual financial report of the Plan once each year. You will also be notified of any modifications in the Plan's provisions as they are made. All pertinent written materials appropriate to the Plan are published on a timely basis at www.planspecs.com/dhc.

Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of the Plan. These people, called "fiduciaries" of the Plan, have a duty to operate the Plan prudently and in the interest of Plan participants and beneficiaries.

Exercising Your Rights

No one, including the Employers or any other person, may discharge an employee or discriminate against an employee in any way to prevent an employee from obtaining a benefit or exercising his rights under ERISA. If a claim for a benefit is denied in whole or in part, the employee must receive a written explanation of the reason for denial. Employees have the right to have the Plan Administrator review and reconsider their claims. (See Requests for Benefits and Appeal Procedure section above.)

If there are any questions about the Plan, employees should contact the Plan Administrator. Further questions about this statement of your rights under ERISA may be answered by contacting the nearest Area Office of the U.S. Labor-Management Service Administration, Department of Labor.

Enforcing Employee Rights

Under ERISA, there are steps employees may take to enforce the rights set out in this summary. For instance, if an employee requests materials from the Plan Administrator and does not receive them within 30 days, a suit may be filed in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay an employee up to \$110 a day until the employee receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If an employee has a claim for benefits

which is denied or ignored, in whole or in part, the employee may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if an employee is discriminated against for asserting his rights, the employee may seek assistance from the U.S. Department of Labor, or file suit in a federal court.

The court will decide who should pay court costs and legal fees. If the employee is successful, the court may order the person sued to pay these costs and fees. If the employee loses, the court may order the employee to pay these costs and fees, for example if it finds the claim is frivolous.

If you have questions about this statement or about your rights under ERISA, you may contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor listed in the 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.

