THE NEWSPAPER GUILD OF NEW YORK - CONSUMERS UNION OF UNITED STATES, INC. PENSION PLAN

SUMMARY PLAN DESCRIPTION

October 2013

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1. ABOUT THE PLAN

The Board of Trustees is pleased to present you with this latest version of the Summary Plan Description of The Newspaper Guild of New York – Consumers Union of United States, Inc. Pension Plan (the "Plan"), which has been amended to comply with current federal law. The Plan is intended to assist eligible participants when they reach retirement age, become disabled and are unable to work or when they terminate employment. The Plan also provides survivor benefits to your eligible spouse[1] or other beneficiary in the event of your death. At retirement, the Plan provides you and, if you are married, your surviving spouse[2] with a regular monthly income in addition to what you may be entitled to receive from Social Security.

Please be aware that the Plan was amended to freeze all benefit accruals and to freeze eligibility for participation, effective June 1, 2013. No person will commence or recommence participation in the Plan after May 31, 2013 (called the "Freeze Effective Date"), and no compensation earned or service completed after the Freeze Effective Date will count for the purpose of calculating participants' benefits. Consequently, participants' accrued benefits under the Plan are frozen at the amount that accrued through the Freeze Effective Date, and will not increase or decrease. Service after the Freeze Effective Date will count only for purposes of vesting, and eligibility for an early retirement or disability benefit.

This booklet is intended to provide you with a non-technical explanation of the most important features of the Plan, including your rights, obligations, and benefits under the Plan. We urge you to read this description carefully so that you will understand the Plan as it applies to you and your family. We suggest that you share this description with your family, and that you keep it in a safe place for future reference. If you lose your copy, you may ask the Plan Administrator for another. See below in this section for information on how to contact the Plan Administrator.

Please understand that no general explanation can adequately give you all of the details of the Plan. Therefore, this Summary Plan Description (sometimes referred to as "SPD") does not change or otherwise interpret the terms of the applicable collective bargaining agreements or the official Plan documents, such as the Trust Agreement establishing the Plan (the "Trust Agreement"), or the rules and regulations set forth in the Plan itself. Your rights can be determined only by referring to the full text of these official Plan documents, which are available for your inspection at the office of the Plan Administrator. Upon written request to the Plan Administrator, a copy of the official Plan documents may be obtained for a nominal fee. Words and phrases with initial capital letters and/or in quotes throughout this booklet connote terms defined in the Plan document. The use of the masculine gender ("he", "his", etc.) shall be

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[1] Whenever the term "spouse" is used in this SPD booklet, it generally means the person to whom you have been validly married under applicable federal law for at least one year prior to the date when benefits are payable to you under the Plan.

[2] You and your spouse may waive the "Standard Retirement Annuity" as described in Section 7 of this booklet.

interpreted to include both the male and female gender unless the context specifically requires otherwise.

To the extent that any of the information contained in this description is inconsistent with the official Plan documents, the provisions of the official Plan documents will govern in all cases. As provided in the Plan documents, the Plan may be amended or terminated (in whole or in part) at any time and from time to time by action of the Board of Directors of Consumers Union, subject to the provisions of the Collective Bargaining Agreement with the Guild. Please note that no individuals other than those expressly authorized in the official Plan documents have any authority to interpret or apply the terms of the Plan (or any of the official Plan documents) or to make any promises to you about it. While we have attempted to make this Summary Plan Description as easy to understand as possible, we are aware that there may be terms and concepts discussed herein that are complicated and may be unfamiliar to you. If you have any questions regarding the Plan, please contact the Plan Administrator.

Cost of the Plan

All benefits under the Plan are paid from the Newspaper Guild of New York – Consumers Union of United States, Inc. Pension Plan, the trust established pursuant to the Trust Agreement (the "Trust Agreement"). The Plan is completely financed by contributions made by Consumers Union and by the income derived from the investment of those contributions. The Plan is managed by a Board of Trustees that consists of representatives appointed by the Newspaper Guild of New York, Local 3, The Newspaper Guild, CWA Local 31003 AFL-CIO, CLC (the "Guild") and the management of Consumers Union.

Name of Plan

Newspaper Guild of New York – Consumers Union of United States, Inc. Pension Plan

Pension Plan Type

Defined Benefit Pension Plan

Plan Year

January 1 – December 31

Identifying Numbers

Employer Identification No. 13-1776434, Plan No. 001

Plan Administrator Name and Address

The Board of Trustees is responsible for the administration of the Plan in accordance with the regularly adopted rules and regulations, and their decisions are final. The Trustees have contracted with, and delegated certain responsibilities to, I.E. Shaffer & Co. The Plan's assets are invested by corporate investment managers appointed by the Board of Trustees. You may contact the Plan Administrator by writing to:

Board of Trustees
Newspaper Guild of New York – Consumers Union of U.S., Inc. Pension Plan
c/o I.E. Shaffer & Co.
830 Bear Tavern Road
West Trenton, New Jersey 08628-1020
(800) 792-3666 or (609) 883-6688

The Trustees of the Plan

The Board of Trustees, appointed pursuant to the Trust Agreement, is comprised of the following individuals:

William O'Meara
Newspaper Guild of New York
1501 Broadway – Suite 708
New York, NY 10036

Deborah Heid
c/o Consumers Union
101 Truman Avenue
Yonkers, New York 10703-1057

Anna Pierdiluca
c/o Consumers Union
101 Truman Avenue
Yonkers, New York 10703-1057

Eric Wayne
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Emilio Gonzalez
c/o Consumers Union
101 Truman Avenue
Yonkers, New York 10703-1057

Michael Martin
c/o Consumers Union
101 Truman Avenue
Yonkers, New York 10703-1057

Agent for Service of Legal Process

Service of legal process may be made upon the Plan Administrator, or upon any of the individual Trustees of the Plan.

Collective Bargaining Agreement

The Plan is maintained according to a Collective Bargaining Agreement between the Newspaper Guild of New York and Consumers Union, which contains provisions requiring employer contributions to be made to the Plan. Copies of the Collective Bargaining Agreement may be obtained upon written request to the Plan Administrator and is available for examination at the Guild office, the Fund office, and the Human Resources department of Consumers Union.

2. HOW YOU RECEIVE CREDIT FOR EMPLOYMENT SERVICE

Participating in the Plan: "Employee", "Participant" and "Continuous Service"

Benefits from the Plan are provided only to participants, their surviving spouses or other designated beneficiaries.

If you are employed by Consumers Union and work in a position covered under the Collective Bargaining Agreement between Consumers Union and the Newspaper Guild then you are considered an Employee within the meaning of this Plan. A Participant is an Employee who has completed an "Hour of Service" or a Terminated Employee who is entitled to a Deferred Vested Benefit.

If you once worked for Consumers Union under the Collective Bargaining Agreement, and then transferred out of the bargaining unit to a job with Consumers Union not covered by the Collective Bargaining Agreement, you may still earn "Years of Service" for such service if the non-bargaining unit employment is continuous with the bargaining unit employment. You will not, however, earn "Years of Credited Service" toward the amount of your pension benefit for such continuous service. "Years of Credited Service" and "Years of Service" are explained later in this Section.

What is an Hour of Service

You are credited with an Hour of Service for each hour for which you are paid or entitled to payment from Consumers Union for the performance of duties for Consumers Union. In addition, certain periods for which you are paid by Consumers Union during which no duties are performed (for example, as the result of vacation), as well as certain periods of non-covered employment and military service, may be counted in determining your Hours of Service. Please contact the Plan Administrator if you would like further details regarding crediting Hours of Service.

How Your "Years of Credited Service" is Calculated

As a Participant in the Plan, your benefit amount and the date on which you can receive your benefits is determined in part by the amount of "Years of Credited Service" that you earn under the Plan. In later sections of this booklet you will find a description of how Years of Credited Service is used to determine the amount of and the commencement date of your pension benefits.

The amount of your Years of Credited Service is based on an "elapsed time" methodology and is measured in years and whole calendar months starting with the day you first performed an Hour of Service as an Employee through the day you last performed an Hour of Service as an Employee with Consumers Union under the terms of the Collective Bargaining Agreement. Credits for partial years of service are aggregated so that each aggregated period of twelve months constitutes one Year of Credited Service.

How Your “Years of Service” is Calculated

Accrued benefits under the Plan become non-forfeitable when you become “vested”. You will become vested when you have completed five (5) “Years of Service” under an “elapsed time” methodology, which is measured in years and whole calendar months. Your Years of Service begins on your Employment Commencement Date, which is the first date that an Employee performs an Hour of Service, and ends on your Separation from Service Date, which is the earlier of (i) the date you quit, retire, are discharged or die or (ii) the one year anniversary of the date that you are continuously absent from your job due to any other reason. Additionally, accrued benefits vest if you are still an Employee when you reach your Normal Retirement Age (age 65).

If you have any questions concerning the amount of your Years of Service or Years of Credited Service, you may request additional information from the Plan Administrator.

How a “Break-in-Service” may Affect Your Years of Service and Years of Credited Service

If you are not vested when you leave employment and you do not work as an Employee for a period of 12 consecutive months, you will incur a one-year “Break-in-Service”. If you return to work for Consumers Union as an Employee after experiencing a Break-in-Service, you will receive credit for your Years of Service and/or Years of Credited Service earned before the break unless the duration of your Break-in-Service equals or exceeds the greater of: (i) your previous period of service, or (ii) five years. For example, if you leave employment with Consumers Union as an Employee for five consecutive years with three Years of Service and three Years of Credited Service earned, your previously earned Years of Service and Years of Credited Service would be lost if you return to employment with Consumers Union as an Employee. If, however, you had three Years of Service and three Years of Credited Service and you leave employment with Consumers Union as an Employee for four years, when you return to employment with Consumers Union as an Employee, your previously earned Years of Service and Years of Credited Service would be restored.

Certain leaves of absence, such as “Qualified Military Service” as defined in the Plan document, pregnancy, birth of a child, adoption of a child, placement of a child in anticipation of adoption, and the care for such child immediately following the birth or placement, qualify as “qualified leaves of absence” and will not be counted as a Break-in-Service, subject to certain Plan limitations. You may earn both Years of Service and Years of Credited Service during periods of “Qualified Military Service”. If you die while performing “Qualified Military Service”, you will receive vesting service credit for the period of your “Qualified Military Service” and your survivors will be entitled to benefits under the Plan as if you had resumed employment and then died. To determine whether a leave of absence is a qualified leave of absence, please refer to the full Plan document or contact the Plan Administrator.

Special Rules for Periods Following the Freeze Effective Date

The Plan was amended to freeze eligibility for participation and all benefit accruals, effective June 1, 2013. Accordingly, notwithstanding anything to the contrary in this Section 2, no person will commence or recommence participation in the Plan after the Freeze Effective Date, and no compensation earned or service completed after the Freeze Effective Date will count for the purpose of calculating Participants' benefits. Service after the Freeze Effective Date will count only for purposes of vesting, and eligibility for an early retirement or disability benefit.

3. WHEN YOU CAN RETIRE

Not all employees have the same retirement needs. For this reason, the Plan offers you several different types of retirement benefits. Section 4 below explains the benefits you may be entitled to if you are in Covered Employment when you retire. Sections 5 and 6 explain the benefits you may be entitled to if you die or terminate Covered Employment before reaching retirement age. In order to receive any benefits from the Plan, you must have "vested" (see Section 2 above) and you must file an application with the Plan Administrator. Your application must be approved by the Plan Administrator before any payment can be made. Please contact the Plan Administrator to obtain the appropriate application forms.

4. RETIREMENT BENEFITS IF YOU RETIRE FROM ACTIVE COVERED EMPLOYMENT

If you are in Covered Employment at the time you retire and if you are vested (see section 2 above), you may be eligible for one of the following types of pensions:

A. Normal Retirement

B. Early Retirement

C. Late Retirement

D. Disability Retirement

(Sections 5 and 6 of this booklet explain what benefits you may be entitled to if you leave Covered Employment or die before reaching retirement age.)

A. <u>NORMAL RETIREMENT BENEFIT</u>

Many employees look forward to a full career with their employer and working up to age 65. For this reason, retirement from a Contributing Employer at age 65 is known as "Normal Retirement." Your first distribution of benefits from the Plan will commence on the first day of the month coinciding with or next following your attainment of age 65, but you will not receive a distribution of your benefit for any month in which you continue to work in Covered Employment past age 65, as described in Section 8 below. However, as discussed more fully in Section 8 below, your benefits under the Plan must commence no later than April 1st of the year which follows the calendar year in which you turned age 70-1/2, even if you continue to work in Covered Employment.

Amount of Normal Retirement Benefit

Depending upon when you terminate Covered Employment with Consumers Union, your pension benefits will be computed using one of four formulas.

- If you terminated employment on or after January 1, 1988 through December 31, 1988 your monthly benefit will be equal to your Average Monthly Compensation multiplied by 0.7%, then multiplied by your years of Credited Service.
- If you terminated employment on or after January 1, 1989 through December 31, 1990 your monthly benefit will be equal to your Average Monthly Compensation multiplied by 0.8%, then multiplied by your years of Credited Service.
- If you terminated employment on or after January 1, 1991 through October 31, 1993 your monthly benefit will be equal to your Average Monthly Compensation multiplied by 1.04%, then multiplied by your years of Credited Service.
- If you terminate employment on or after November 1, 1993 your monthly benefit will be equal to your Final Average Compensation multiplied by 1.9%, then multiplied by your years of Credited Service, up to a maximum of 30 years.

Your Average Monthly Compensation is equal to your Weekly Base Compensation for 260 consecutive weeks out of the last 520 weeks immediately preceding your termination date, which produces the highest total. This amount is then divided by 60 to determine your Average Monthly Compensation.

Your Final Average Compensation is equal to your Weekly Base Compensation for 156 consecutive weeks out of the last 260 weeks immediately preceding your termination date, which produces the highest weekly average. This amount is then multiplied by 4.333 to determine your Final Average Compensation.

As noted above, the Plan was amended to freeze eligibility for participation and all benefit accruals, effective June 1, 2013. Accordingly, notwithstanding anything to the contrary in this Section 4, no compensation earned or service completed after the Freeze Effective Date will count for the purpose of calculating your benefit from the Plan. Instead, your accrued benefit under the Plan is frozen at the amount that accrued through the Freeze Effective Date, and will not increase or decrease.

Here is an example of how your monthly Normal Retirement Benefits are calculated if you retire from Covered Employment on December 31, 2013 at age 65, and you had 30 years of Credited Service as of May 31, 2013. Let's assume that your Weekly Base Compensation for the 260 weeks preceding your termination date was as follows:

Time Period	# of Weeks	Weekly Base Compensation
1/1/2009 – 12/31/2009	52	$1,050
1/1/2010 – 12/31/2010	52	$1,125

1/1/2011 – 12/31/2011	52	$1,200
1/1/2012 – 12/31/2012	52	$1,275
1/1/2013 – 6/1/2013	22	$1,300
6/2/2013 – 12/31/2013	30	**(not included, due to freeze)**

Your Final Average Compensation is equal to:

30 weeks multiplied by $1,125	=	$33,750
+ 52 weeks multiplied by $1,200	=	$62,400
+ 52 weeks multiplied by $1,275	=	$66,300
+ 22 weeks multiplied by $1,300	=	$28,600
(156 weeks total)		$191,050

$191,050 divided by 156 and multiplied by 4.333 = $5,306.54

Your monthly pension benefit commencing January 1, 2014 would be equal to:

	$5,306.54	Final Average Compensation
multiplied by	1.9%	
multiplied by	30	Years of Credited Service
	$3,024.73	

Because the Plan was frozen effective June 1, 2013, your benefit will not increase above the benefit you would be entitled to as of the Freeze Effective Date.

B. <u>EARLY RETIREMENT BENEFIT</u>

If you have at least 5 years of Credited Service, you are eligible to retire with an "Early Retirement Benefit" on the first day of any month after you reach age 55 (your "Early Retirement Date"). If you choose to retire early, the amount of your pension payments will be less than if you choose to retire at the Normal Retirement age of 65 because you will be receiving benefits over a longer period of time than if you had chosen to wait until Normal Retirement Age of 65.

As noted above, the Plan was amended to freeze eligibility for participation and all benefit accruals, effective June 1, 2013. However, you will continue to be credited with years of Credited Service after the Freeze Effective Date for purposes of determining whether you are eligible for (but not for purposes of the amount of) an Early Retirement Benefit.

<u>Amount of Early Retirement Benefit</u>

The amount of the Early Retirement Benefit is calculated by taking the monthly Retirement amount that you would have received had you waited until age 65 to retire and multiplying it by the "Reduction Factor". The Reductions Factors to be used are based on your age at the time you actually start to receive your Early Retirement Pension. Those factors are as follows:

Early Retirement Factors

Retirement Age

Year	Months 0	1	2	3	4	5	6	7	8	9	10	11
55	0.4222	0.4250	0.4279	0.4307	0.4336	0.4364	0.4393	0.4421	0.4449	0.4478	0.4506	0.4535
56	0.4563	0.4594	0.4626	0.4657	0.4688	0.4720	0.4751	0.4782	0.4814	0.4845	0.4876	0.4908
57	0.4939	0.4974	0.5009	0.5043	0.5078	0.5113	0.5148	0.5182	0.5217	0.5252	0.5287	0.5321
58	0.5356	0.5394	0.5433	0.5471	0.5510	0.5548	0.5587	0.5625	0.5663	0.5702	0.5740	0.5779
59	0.5817	0.5860	0.5903	0.5946	0.5988	0.6031	0.6074	0.6117	0.6160	0.6203	0.6245	0.6288
60	0.6331	0.6379	0.6427	0.6474	0.6522	0.6570	0.6618	0.6665	0.6713	0.6761	0.6809	0.6856
61	0.6904	0.6957	0.7011	0.7064	0.7118	0.7171	0.7225	0.7278	0.7331	0.7385	0.7438	0.7492
62	0.7545	0.7605	0.7665	0.7725	0.7785	0.7845	0.7906	0.7966	0.8026	0.8086	0.8146	0.8206
63	0.8266	0.8334	0.8402	0.8469	0.8537	0.8605	0.8673	0.8740	0.8808	0.8876	0.8944	0.9011
64	0.9079	0.9156	0.9233	0.9309	0.9386	0.9463	0.9540	0.9616	0.9693	0.9770	0.9847	0.9923
65	1.0000											

Using the same example shown under the prior section, “Amount of Normal Retirement Benefit”, let’s assume that you are retiring as of December 31, 2013 at the age of 62 and 3 months, and that your Early Retirement Benefit will commence on January 1, 2014.

Your Final Average Compensation is calculated the same way as in the prior example, and it equals $5,306.54.

Your Early Retirement monthly pension benefit commencing January 1, 2014 would be equal to:

	$5,306.54	Final Average Compensation
multiplied by	1.9%	
multiplied by	30	Years of Credited Service
	$3,024.73	Normal Retirement Benefit

	$3,024.73	Normal Retirement Benefit
multiplied by	.7725	Reduction Factor
	$2,336.60	Early Retirement Benefit

If you elect to receive an Early Retirement Benefit, your monthly payment will not increase when you reach Normal Retirement Age. Additionally, no compensation earned or service completed after the Freeze Effective Date will count for the purpose of calculating the amount of your Early Retirement Benefit.

C. LATE RETIREMENT BENEFIT

Some Plan Participants may decide that upon reaching the Plan’s Normal Retirement Age of 65 that they will continue to work at Consumers Union instead of retiring and collecting their pension. Upon their retirement from Consumers Union these Participants shall be entitled to a

Late Retirement Pension. However, you must start to receive the benefits that you are entitled to from the Plan no later than April 1 following the calendar year in which you reach age 70-1/2.

Amount of Late Retirement Benefits

The amount of your Late Retirement benefit will be the greater of your Accrued Benefit at the end of any Plan Year starting with the Plan Year that you reach Normal Retirement Age through your Late Retirement Date, or the Actuarial Equivalent of your Accrued benefit at the end of the prior Plan Year. No compensation earned or service completed after the Freeze Effective Date will count for the purpose of calculating the amount of your Late Retirement benefit.

D. DISABILITY RETIREMENT BENEFIT

You may be entitled to a Disability Retirement Benefit if:

- you become "Totally and Permanently Disabled" (defined below) while you are still an Employee of Consumers Union
- you have at least 10 years of Credited Service
- you have filed an application on an appropriate form.

You are considered to be Totally and Permanently Disabled if a medical examiner approved by the Plan's Board of Trustees certifies that your mental or physical disability prevents you from performing any regular full-time occupation or employment for which your training, experience and aptitudes would normally qualify you. However, you shall NOT be considered Totally and Permanently disabled if your incapacity results from an intentionally self-inflicted injury for purposes of collecting a pension or from service in the armed forces of any country other than the United States or as a result of engaging in a criminal act. You are eligible to receive Disability Retirement Benefits from the Plan only while you remain Totally and Permanently Disabled. The Trustees have the right to require you to undergo a medical examination, to be paid for by the Fund, as frequently as every six months until you reach the age of 65. If the Board of Trustees determines that you are no longer considered Totally and Permanently Disabled, your Disability Retirement Benefits will cease. The determination of total and permanent disability shall be made in the sole and absolute discretion of the Trustees on the basis of medical evidence provided by a physician selected by the Trustees.

As noted above, the Plan was amended to freeze eligibility for participation and all benefit accruals, effective June 1, 2013. However, you will continue to be credited with years of Credited Service after the Freeze Effective Date for purposes of determining whether you are eligible for (but not for purposes of the amount of) a Disability Retirement Benefit under these rules.

Amount of Disability Retirement Benefit

If you are entitled to a "Disability Retirement Benefit," it is calculated in the same way as a Normal Retirement Benefit, using your years of Credited Service earned up to the date you become Totally and Permanently Disabled up to a maximum of 30 years. Benefits will start the first day of the month coincident with or next following the commencement of your total and permanent disability.

In addition, no benefits are payable for any month for which you are receiving payments under a state disability law if the amount of the payments paid under such law equals or exceeds the amount of your Disability Retirement Benefit under the Plan. If you are receiving monthly payments under a state disability law that are less than the amount of your Disability Retirement Benefit under this Plan then you will receive a monthly Disability Retirement Benefit amount from this Plan that when added to the amount of your payment under the law would provide an amount equal to what you would have received under this Plan.

When you reach Normal Retirement Age of 65, the amount of your monthly pension benefit would remain the same. Additionally, no compensation earned or service completed after the Freeze Effective Date will count for the purpose of calculating the amount of your Disability Retirement Benefit.

5. BENEFITS IF YOU TERMINATE COVERED EMPLOYMENT PRIOR TO YOUR RETIREMENT OR DEATH

How Your Benefits Become "Vested"

If you terminate employment with Consumers Union before you reach your Normal Retirement Date, you may still be entitled to a Retirement Benefit when you do reach Normal Retirement Age if you have "vested" before you terminate employment with Consumers Union. If you have earned at least five (5) years of Vesting Service you are considered vested, and you will not forfeit any accrued retirement benefits if you leave employment with Consumers Union before reaching retirement age. If you did not vest before terminating employment with Consumers Union, you will lose all Vesting Service and Credited Service you have earned up until that point, unless you return to employment with Consumers Union before incurring a permanent "Break-in-Service". (See Section 2 above).

As noted above, the Plan was amended to freeze eligibility for participation and all benefit accruals, effective June 1, 2013. However, service after the Freeze Effective Date (i.e., Vesting Service) will count for purposes of determining whether you have become "vested" under these rules.

If you have vested, you are entitled to a Deferred Vested Benefit.

DEFERRED VESTED BENEFIT

If you are vested and you terminate employment with Consumers Union before reaching retirement age for any reason other than your death or retirement, you may be entitled to a "Deferred Vested Benefit". The monthly Deferred Vested Benefit is calculated the same way as a Normal Retirement Benefit. In addition, if you meet the requirements for an Early Retirement Benefit you can choose to start receiving your Deferred Vested Benefit as early as age 55. Your benefits would of course be subject to a reduction based on your age on the date that your benefits commence as described under the previous section titled “Amount of Early Retirement Benefit”. No compensation earned or service completed after the Freeze Effective Date will count for the purpose of calculating the amount of your Deferred Vested Benefit.

If the 100% lump-sum Actuarial Equivalent of your accrued vested benefit is $10,000 or less, you may also elect to receive your benefits in the form of a single 100% Actuarial Equivalent lump-sum payment. This benefit may be applied for any time after you leave the employment of Consumers Union.

6. DEATH BENEFITS

If you should die before retirement, your spouse or your beneficiary may be eligible to receive a “Death Benefit” from the Plan. The Death Benefit that is payable will depend on your marital status, your age and your years of Credited Service. If a Participant dies prior to becoming vested and entitled to a Deferred Vested Benefit, then no death benefits are payable under this Plan.

Vested Participants Who Are Not Married

If you are not married at the time of your death and are vested, a Death Benefit will be paid upon your death to your named beneficiary. If you die prior to attaining Normal Retirement Age, the Death Benefit will be equal to the Actuarial Equivalent of the Normal Retirement Benefit that you would have been entitled to receive had you retired on the date of your death. If you die after attaining Normal Retirement Age then your designated beneficiary will be entitled to a death benefit equal to what your Late Retirement Benefit would have been. These death benefits will be payable for a period of sixty (60) months. As an alternative, your designated beneficiary may instead elect to receive an Actuarial Equivalent lump sum. If your designated beneficiary dies within the 60-month period described above, the remaining payments will be paid to the next person or persons in the list of priority (see “Selecting Your Beneficiary” below) in an Actuarial Equivalent lump sum.

Vested Participants Who Are Married

Age 55 or above who have not already Retired

If you are married and have vested, and are at least age 55, then upon the date of your death, your spouse will be entitled to a “Survivor Annuity”. The Survivor Annuity is a life annuity payable to your spouse as a monthly benefit commencing on the first day of the month coinciding with or next following your death. The amount will be one-half of the monthly pension that you would have received if you had retired on your date of death and accepted the Standard Retirement Annuity for married Participants (see Section 8).

Under Age 55

If you are vested but have not yet reached age 55 when you die, then your spouse will receive a Survivor Annuity. The Survivor Annuity is a life annuity payable to your spouse as a monthly benefit commencing on the first day of the month coinciding with or next following the month in which you would have attained age 55. The amount will be one-half of the monthly pension you would have received if you had terminated on your date of death, retired at age 55 and accepted the Standard Retirement Annuity for married Participants.

A surviving spouse may elect to delay commencement of this death benefit for a certain period of time (please contact the Plan Administrator for further information). In lieu of the benefit described in this section, a surviving spouse may elect to receive the 60-month death benefit described under the above section for "Vested Participants Who Are Not Married". In addition, if the Actuarial Equivalent of the Survivor Annuity is $5,000 or less, the Trustees will generally immediately pay such single lump-sum amount to the surviving spouse or beneficiary. For all purposes of the Plan and this SPD, to the extent provided under applicable federal law, same-sex spouses who are legally married are treated as spouses.

Selecting Your Beneficiary

If you are married when you die, your spouse will automatically be eligible to receive your Death Benefit upon your death unless your spouse consents in a notarized writing on a form provided by the Plan Administrator to waive this benefit as set forth in Section 7 below. You can also name a beneficiary to receive your Death Benefit in the event your spouse predeceases you. The beneficiary's name must be submitted to the Plan Administrator on the appropriate form provided by the Plan Administrator. A beneficiary designation will only be honored by the Plan if it is received on the appropriate form by the date of your death. If you are married and wish to name a beneficiary other than your spouse, you should contact the Plan Administrator for full details on the process for obtaining your spouse's consent.

If you are not married, you may change your beneficiary designation at any time by filing the appropriate form provided by the Plan Administrator with the Plan Administrator, as long as such form is received by your date of death.

If you are not married and you have not named a beneficiary at the time of your death, your Death Benefits will be paid first to your lineal descendants, or if there are none, to your parents in equal shares, or if there are none, to your estate.

Waiver of Death Benefits by a Spouse

Spouses may waive all death benefits under the Plan.

A spouse may waive all death benefits if the Participant elects to waive such benefit, the Participant's spouse agrees in writing to such election, and the election designates another beneficiary and form of benefit, which cannot be changed without the consent of the spouse.

7. HOW YOUR PENSION IS PAID

The form in which your benefits are paid depends on your marital status.

Unmarried Participants

If you are not married when you retire, the standard benefit that the Plan will pay you is a Life Annuity. The Life Annuity will pay you an equal amount of money every month for as long as you live and will stop with the first day of the month in which you die. The Life Annuity benefit is calculated as previously shown in the examples above.

Married Participants

Federal law requires that, if you are married when you retire, you automatically receive your standard benefit in the form of a Spouse's Joint and 50% to Survivor option unless you and your spouse elect to waive this form of benefit as described below. The Spouse's Joint and 50% to Survivor option will pay you an equal amount of money every month for as long as you live. Upon your death, your surviving spouse will receive a monthly pension equal to 50% of the monthly pension amount that you received. The Spouse's Joint and 50% to Survivor benefit amount is also calculated as previously shown in the examples above.

For example, if you apply for a Normal Retirement benefit and the calculation set forth above for that type of benefit yields $1,000 per month, you would receive $1,000 per month under the Spouse's Joint and 50% to Survivor option and your surviving spouse would then receive half that amount, $500.00 per month, following your death.

A married Participant may waive the Spouse's Joint and 50% to Survivor option and elect to receive his or her pension under an optional form of payment. However, the spouse of the married Participant must consent to such an election. The spouse's consent must be in writing on a form provided by the Fund Administrator and his or her signature must be witnessed by a Notary Public.

Optional Forms of Payment

If you (and your spouse) elect not to choose the standard form of retirement benefit then you may elect to receive your pension benefits under one of the following forms of payment:

> **Joint & Survivor Annuity**: the Participant will receive a reduced monthly benefit that is payable for his or her lifetime. Upon the Participant's death, the Participant's designated beneficiary will receive either 50%, 75%, or 100% of the Participant's reduced benefit, monthly for the life of the beneficiary.
>
> **Certain & Life Option**: under this form of payment the Participant will receive a reduced monthly benefit that is payable for his or her lifetime with either 60 or 120 monthly payments guaranteed. If the Participant dies prior to receiving either 60 or 120 monthly pension payments then the balance of the 60 or 120 monthly pension payments

are made to the Participant's designated beneficiary. Please note that the reduction amount in the Participant's monthly pension is dependent upon whether the Participant elects a 60 or 120-month guarantee period. If the designated beneficiary predeceases the Participant, and the Participant then dies prior to receiving the guaranteed number of monthly payments, then a actuarially equivalent lump sum amount equal to the remaining guaranteed monthly payments will be made to the Participant's estate. This option is not allowed for Participants who retire under a Disability Pension.

Lump Sum Options: under this form of payment the Participant will receive a one-time lump sum that is the actuarial equivalent of either 25%, 50%, 75% or 100% of his or her monthly benefit. For the portion of the benefit that is not taken as a one-time lump sum, the Participant can elect to receive that portion under a Joint and Survivor Annuity or under the Certain Life Option.

Lump-Sum Payment of Small Benefits

The Plan will pay your pension in a single Actuarial Equivalent lump-sum payment (without your consent) if the present value of your vested accrued benefit does not exceed $1,000.

8. PENSION PLANNING

You must notify the Plan Administrator of your intent to retire. The Plan Administrator will provide you with a form on which you indicate your marital status (or what it will be when you expect your pension payments to begin) and, if you are married, your spouse's full name, date of birth and social security number.

You will also receive a detailed explanation of your payment options and an election form on which you can indicate how you would like to receive your pension benefit payments. You must return your completed election form to the Plan Administrator at least 30 days before your retirement date in order for your benefit payments to start on time.

If you have selected the Normal Retirement Benefit, you will begin to receive benefits on the first day of the month coinciding with or next following your attainment of age 65. If you have selected the Early Retirement Benefit, you may begin to receive benefits on the first day of any month following early retirement and prior to your Normal Retirement Date. If you have selected the Late Retirement Benefit, you will begin to receive benefits on the first day of the month coinciding with or next following your retirement date, after your Normal Retirement Date. However, you may not defer receipt of your pension beyond the April 1st of the calendar year following the calendar year in which you attain age 70-1/2, whether or not you have retired.

Receiving Pension Payments While Continuing to Work

As noted elsewhere, your Plan benefits must commence no later than April 1st of the year following the calendar year in which you turned age 70-1/2, even if you continue to work. In any year that you receive benefits while still working in Covered Employment, the benefits you earn under the Plan for that year will be reduced by the actuarial value of the benefits you receive while still employed.

<u>Postponement of Pension Payments and Retroactive Annuity Starting Dates</u>

If you stop working in Covered Employment on or before Normal Retirement Age but do not begin receiving benefits until after Normal Retirement Age, when you later start receiving benefits, the benefits will be determined as of Normal Retirement Age and you will receive a monthly benefit which is the actuarial equivalent of the benefit you would be entitled to if benefits were not postponed. There are two exceptions to this, however. First, as discussed above, if the present value of your vested benefit does not exceed $1,000, it can be paid without your consent in a single lump-sum payment. Second, you may be eligible to elect a retroactive annuity starting date, as described in the next paragraph.

In certain circumstances, you may elect (with your spouse's consent, if you are married) to set your annuity commencement date at a date that is earlier than the date you apply for your pension. In such circumstances, you will begin to receive your benefits in the form of an annuity (*i.e.*, monthly payments for life) calculated as of the earlier annuity commencement date (called your "retroactive annuity starting date"), plus a lump-sum payment (increased with interest) covering any monthly pension payment(s) attributable to the period between your retroactive annuity starting date and the date benefits actually commence. Importantly, the monthly annuity payments you will receive by electing this option will be smaller than the monthly payments you would receive if you did not elect this option. Please consult the Plan Administrator for more information.

<u>Transfer of Pension from the Plan to an IRA or to Another Employer's Plan - Rollovers</u>

You may elect to have certain types of benefits transferred directly from the Plan to an individual retirement account ("IRA") or to another eligible retirement plan that accepts rollover distributions. Similarly, upon your death, your spouse or other beneficiary may elect to have certain types of benefits transferred directly from the Plan to an IRA or another eligible retirement plan that accepts rollover distributions. This type of transfer is called a "direct rollover." The Plan Administrator will provide you (or your beneficiary) with a notice explaining the terms and conditions of direct rollovers, and the necessary election forms, between 30 and 180 days before the effective date of your pension. Generally, the following distributions may be transferred in a direct rollover:

- A lump-sum distribution to you of your pension benefit; or

- A lump-sum distribution to your surviving spouse or other beneficiary (or former spouse under the terms of a Qualified Domestic Relations Order) upon your death of a death benefit, survivor's pension, or amounts remaining to be paid under a period certain benefit.

If you (or your beneficiary) do not elect a direct rollover of any amounts eligible for a direct rollover, current federal tax laws require the Plan Administrator to withhold 20% of the payment for federal tax purposes and distribute the remaining 80% to you (or, upon your death, to your beneficiary).

Reemployment After You Retire

You may receive retirement benefits from the Plan even if you accept other employment or become self-employed after retiring from Consumers Union. However, if you continue to be employed by Consumers Union after you have attained your Normal Retirement Date, or are collecting a Normal, Early or Deferred Vested pension and are subsequently reemployed by Consumers Union in any one month, your retirement benefits will be suspended for such month. However, your benefits cannot be suspended on or after the April 1st of the calendar year following the calendar year in which you attain age 70-1/2. If your benefits are suspended, when you retire again you will receive your pension in accordance with the form of payment in effect prior to your reemployment based on your years of Credited Service prior to your initial retirement and your years of Credited Service earned after your reemployment. However, your benefits will be reduced by the Actuarial Equivalent of the aggregate amount of benefits that you received prior to your reemployment. In no event will your new benefit be less than your prior benefit.

9. OTHER IMPORTANT INFORMATION

Plan Interpretation

The Board of Trustees shall have the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan and to decide all matters, including factual matters, arising in connection with the operation or administration of the Plan, including without limitation, the sole and absolute discretionary authority to: (1) take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan; (2) formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with its terms; (3) decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan; (4) resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan or other Plan documents; and (5) process, and approve or deny, benefit claims and rule on any benefit exclusions. All determinations made by the Board of Trustees with respect to any matter arising under the Plan documents shall be final, conclusive and binding on all affected Participants (and their beneficiaries).

Applying for Benefits – Claims and Appeals Procedures

To make sure your benefit payments are not delayed, you must file an application at least one month before the date you want benefit payments to begin. The rules of the Plan require that your application be filed in advance and you are urged to file as soon as you decide on your intended retirement date. Early filing will avoid delay in the processing of your application and payment of benefits. Application forms are available from the Fund Office.

If a claim for benefits is denied, in whole or in part, or any other adverse benefit determination has been made, the third party administrator will notify the claimant (or the claimant's duly authorized representative) within 90 days of receiving the claim (or within 45 days if it is a claim for a disability pension).

For all claims other than disability pension claims, the 90-day period may be extended for an additional 90 days if special circumstances require extra time to process the claim. The claimant will receive written notice of the extension and the reasons for it, as well as the date by which the third party administrator expects to make the benefit determination, before the end of the initial 90-day period.

In the case of a claim for a disability pension, there may be two extension periods of up to 30 days each, provided that the third party administrator determines that such an extension is necessary due to circumstances beyond the control of the Plan. In the event of such an extension, notice of the extension will be provided to the claimant before expiration of the initial 45- day period (or before expiration of the first 30-day extension, in the case of a second extension). The notice will explain the circumstances requiring the extension and inform the claimant of the date by which the third party administrator expects to make a decision. The notice will also specifically explain the standards on which entitlement to the benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant will be afforded at least 45 days in which to provide the specified information.

In the case of a claim for a disability pension, if an extension is required due to the claimant's failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to the claimant until the earlier of: (i) the date on which the claimant responds to the third party administrator's request for additional information, or (ii) expiration of the 45-day period within which the claimant must provide the requested additional information.

If a claim for a benefit is denied, in whole or in part, or any other adverse benefit determination has been made, the claimant will be sent written or electronic notice explaining:

- the specific reason(s) for the denial or other adverse benefit determination,
- the exact plan provision(s) on which the decision was based,
- what additional material or information is needed to process the claim and why such material or information is needed, and
- what procedures the claimant should follow to get the claim reviewed by the Trustees, and the time limits applicable to such procedures.

If the claim is denied, or any other adverse benefit determination is made, the claimant has a right to request a review of that determination. In order to do so, the claimant (or the claimant's authorized representative) must, within 60 days after the claimant receives the notice of denial (or within 180 days if the claim is for a disability pension), submit a written request for review to the Trustees. In connection with the request for review, the claimant (or the claimant's authorized representative) may submit written comments, documents, records or other information relating to the claim. In addition, the claimant will be provided, upon written request and free of charge, with reasonable access to (and copies of) all documents, records and other information relevant to the claim. The review will take into account all comments, documents, records and other information the claimant submits relating to the claim. An applicant may be provided with, upon request, the identification of any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claim, without regard to whether the advice was relied upon in making the decision.

A decision on review will be made by no later than the date of the meeting of the Trustees immediately following the Plan's receipt of the request for review, unless the request is received within 30 days of the meeting, in which case the determination will be made by no later than the date of the second meeting following the Plan's receipt of the request. If the Trustees determine that special circumstances require an extension of time for processing, then the decision on review will be made by no later than the third meeting following the Plan's receipt of the request for review. The claimant will be notified of the extension in writing before the extension begins, and the extension notice will indicate the special circumstances requiring the extension as well as the date by which the Trustees expect to make the determination on review. The claimant will be notified of the determination on review within 5 days after the determination is made.

With regard to disability pension claims and all other pension claims, if an extension is required due to the claimant's failure to submit information necessary to decide the claim, the period for making the determination on review will be tolled from the date on which the extension notice is sent to the claimant until the earlier of: (i) the date on which the claimant responds to the Trustees' request for additional information, or (ii) expiration of the 45-day period within which the claimant must provide the requested additional information.

The claimant will be notified in writing or electronically of the determination on review. If an adverse benefit determination is made on review, the notice will include the specific reason(s) for the determination, with references to the specific plan provisions on which it is based; a statement that the applicant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the application for benefits; and a statement of the applicant's right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

All decisions on review are final and binding on all parties. These procedures must be exhausted before you may bring a legal action seeking payment of benefits under the Plan.

<u>Plan Document</u>

This booklet summarizes the Newspaper Guild of New York – Consumers Union of United States, Inc. Pension Plan. It does not attempt to cover all details. These can be found in the formal Plan document, which governs the operation of the Plan. Copies of this document are available for review by Plan Participants at the Fund Office. Upon written request to the Plan Administrator, you can receive a copy of this document within 30 days, subject to a nominal charge for copying.

Recovery of Overpayments

If benefit payments are made to any person in excess of the amount which is due and payable under the Plan for any reason (including, without limitation, mistake of fact or law, reliance on any false or fraudulent statements, information or proof submitted by a claimant, or the continuation of payments after the death of a Participant or beneficiary entitled to them), the Trustees (or their delegate) shall have full authority, in their sole and absolute discretion, to recover the amount of any overpayment plus interest and costs. That authority includes, but is not limited to: (i) the right to reduce benefits payable in the future to the person who received the overpayment, (ii) the right to reduce benefits payable to any beneficiary (including a surviving spouse) who is or becomes entitled to receive payments under the Plan derived from the rights of a Participant who received an overpayment, and (iii) the right to initiate legal action against any person that received the overpayment or the estate of any such person.

Prior Summary Plan Descriptions

This summary is intended to outline the terms of the Plan in effect and applicable to active Participants who are Employees at the time it is distributed. Non-active Participants who are not Employees should review the summary plan description and plan document in effect at the time they retired or terminated employment with Consumers Union for a summary of their benefits and the Plan terms applicable to them.

Not a Contract of Employment

Naturally, being a Plan Participant does not guarantee you the right to employment with a participating employer. The Plan is not a contract of employment, nor does it in any way limit or modify your employer's right to terminate your employment.

Non-Assignability of Benefits/"QDROs"

Plan benefits cannot be assigned, transferred, alienated or sold for any reason. However, under certain circumstances, such as divorce, the Plan is required to and will comply with the terms of a court-ordered Qualified Domestic Relations Order ("QDRO") providing for the payment of benefits to an alternate payee (such as a former spouse). A copy of the Plan's guidelines for determining whether an order is a QDRO are on file at the Fund office and are available by written request to the Fund.

Amendment and Termination

As provided in the Plan documents the Plan may be amended or terminated at any time. Any such amendment may not reduce the amount of accrued benefits that you have earned at the time the Plan is amended or terminated, unless the Plan is underfunded.

If the Plan is terminated, you will automatically become 100% vested in the benefit you accrued as of the Plan's termination date to the extent the Plan is then funded. This is true regardless of how much Vesting Service you have.

If the Plan were to be terminated, benefits to be provided from the Plan would be limited to those which could be provided by the available assets of the Plan, as allocated in accordance with federal law, and by insurance (within certain limits) from the Pension Benefit Guaranty Corporation, as set forth below.

Insured Benefits

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under the Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers: (1) Normal and early retirement benefits; (2) disability benefits if you become disabled before the Plan terminates; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates; (2) some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for the company; (4) benefits for which you have not met all of the requirements at the time the Plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and (6) any non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Required Legal Information

Under the Employee Retirement Income Security Act of 1974 (ERISA), each employee is to be provided with certain details about the benefit plan. This information is listed below. If you need additional information, please contact the Plan Administrator or your local office of the Department of Labor.

10. STATEMENT OF ERISA RIGHTS

As a Participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report or annual funding notice. The Plan Administrator is required by law to furnish each Participant with a copy of either such document.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement (age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months.

The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive

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them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court after exhausting the Plan's claims procedures. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or:

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. You may also visit their website at **www.dol.gov/ebsa**.