

Pension Plans Booklet Updates

This notice summarizes the changes to the November 2009 Pension Plans Booklet and supersedes provisions described in that booklet. To help you use this update with your booklet, the corresponding booklet pages are noted with each benefit change.

MARCH 19, 2010

REPLACES SECTION ENTITLED APPEALS (PAGE 54)

If your application for benefits is denied, you will be notified within 90 days of that denial, unless special circumstances require an additional 90-day period. The notice will explain why your application was denied and describe your rights to appeal. If you still believe the decision of the Plans was incorrect, you may appeal to a committee ("Committee") of the Trustees authorized to hear such appeals. An appeal must be in writing, must state in clear and concise terms the reason or reasons for disagreement with the decision of the Plans, and must be submitted to the Plan Office within 60 days of the denial of the claim. A Claimant who believes that any determination of the Plans other than a denial of a pension application has negatively impacted on the Claimant's pension credits or eligibility for benefits (including determinations of Covered Earnings) may file an appeal within 180 days of the notification of the determination of the Plans.

If you do not file an appeal within the 60-day or 180-day period referenced above, you waive your right to reconsideration of the decision based on the information and evidence submitted prior to such decision. However, if you receive additional information that was not available to you at the time of the denial, you may request reconsideration of your appeal at a later date but the decision to reconsider your appeal is within the sole discretion of the Plans and the Trustees. If your request for reconsideration is granted, reconsideration does not extend the Limitations Period (as defined below) for filing a claim relating to the denial of benefits or any other rights you may assert under the Plans unless you and the Trustees agree in writing to extend the Limitations Period.

A decision on appeal shall be made no later than the date of the authorized Committee's meeting which follows the receipt of a request for review, unless the request for review is filed less than 30 days before the meeting. In such case, the decision shall be made no later than the second meeting of the Committee following the request for review. In some cases, special circumstances may require more time, not to exceed the third meeting following the request for review, within which to study the request for appeal, in which case the person shall be notified of the reasons for the necessity of extending time for reviewing your request for appeal. The applicant shall be advised of the decision in writing. The decision shall include specific reasons, written in a manner calculated to be understood by the applicant, and specific references to the pertinent Plan provisions on which the decision is based.

The decision of the Plans or the Trustees, or the Committee is final and binding. However, under ERISA, a Participant, Pensioner, Beneficiary or other individual ("Claimant") has the right to make a claim and file a lawsuit in state or federal court. You or any other Claimant must first exhaust the Plans' internal appeals process before filing a legal action of any kind or nature, in state or federal court, against the Pension Plans or the Trustees including, without limitation, filing a lawsuit in state or federal court. Any such lawsuit must be filed within the Limitations Period (as defined below). A Claimant who believes that pension or other benefits under the Plans were improperly denied, or who believes that any other determination of the Plans that has impacted on the Claimant's pension credits or eligibility for benefits (including determinations of Earned Coverage) must follow the procedures outlined above.

Limitations Period for Filing Claims

Notwithstanding any other provisions of the Plans, no action may be commenced by you, your dependents, or any other Claimant with respect to, or arising out of, any claim for benefits or any other claim of any kind or nature against the Plans or against the Trustees after expiration of the Limitations Period described here. The Limitations Period means that you, your eligible dependents or any other Claimant have one year to take legal action if you believe that the Pension Plans have denied rights or benefits you believe you are entitled to receive. The one-year period also applies in cases where an action has been taken that affects your eligibility for, or entitlement to, any benefit under the Pension Plans, such as the failure or refusal to recognize any earnings that you believe are Covered Earnings.

Unless you bring a timely appeal from an action of the Plans as provided above, this one year period starts with the earlier occurrence of any of the following:

1. An event occurs that gives you or any Claimant notice that the Pension Plans:
 - Is not providing you or any Claimant with a benefit;
 - Has denied you or any Claimant a claim or a benefit, that you or any Claimant otherwise expected to receive; or
 - Refuses or fails to recognize any earnings that you believe are Covered Earnings; or
2. Circumstances exist such that you or any Claimant should know that the Pension Plans:
 - Is not giving you or any Claimant, or is denying you or any Claimant, a claim or a benefit that you or any Claimant believe you are entitled to receive under the Pension Plans; or
 - Is refusing or failing to recognize any earnings that you believe are Covered Earnings.

If you do bring a timely appeal as provided above, the one year period will begin when the Pension Plans first notifies you of the denial of an appeal you or any Claimant have filed with the Pension Plans.

The above rules also apply to any claim on behalf of you, your dependents, or any other Claimant with respect to, or arising out of, any claim for benefits or any other claim of any kind or nature against the Plans or against the Trustees.

After the Limitations Period expires, you and any Claimant no longer have the right to take legal action relating to a claim under the Pension Plans for benefits including, without limitation, filing a lawsuit in state or federal court.

The Limitations Period applies to:

1. All actions arising out of, or relating to, a claim for benefits including, but not limited to, an action under Section 502(a)(1)(B) of ERISA;
2. All actions under Section 502(a)(3) of ERISA if the claim relates to the provision of benefits or rights under the Pension Plans;
3. All actions regarding eligibility for or entitlement to benefits, including recognition of Covered Earnings; and
4. All actions relating to or arising, directly or indirectly, under the Pension Plans including, without limitation, legal or equitable claims relating to modification, or loss of eligibility for Pension Plans benefits, or any other Pension Plans finding or determination affecting you, your dependent's or any other Claimant's benefits or rights under the Pension Plans.

This section does not apply to legal actions arising from breaches of fiduciary duties or any other violation of ERISA's general fiduciary and prohibited transaction provisions.

If you have any questions regarding the claims and appeals procedure, please contact the Pension Plan Office.

Eligibility Appeals

Pension Plan eligibility appeals must be submitted in writing to the Pension Department at:

DGA-Producer Pension Plans, Attn: Pension Manager
8436 West Third Street, Suite 900, Los Angeles, California 90048-4189
Fax: (323) 866-2372

If an appeal is received by the Plan Office at least 30 days before the next Benefits Committee meeting, the appeal will be presented to the Benefits Committee at its next meeting. If an appeal is received by the Plan Office less than 30 days before the next Benefits Committee meeting, the appeal will be presented to the Benefits Committee at the following Benefits Committee meeting.

Discretion of the Trustees

The Trustees shall have sole, complete and discretionary authority to, among other things, make any and all findings of facts, construction, interpretations and decisions relative to the Plan, as well as interpret any provisions of the Plan, and to determine among conflicting Claimants, who is entitled to benefits under the Plan. The Trustees shall be the sole judge of the standard of proof in all such cases which means that they have the right to determine the sufficiency of any proof you may provide to support your claim to benefits.

JANUARY 1, 2010

BASIC PLAN – CREDITED SERVICE MONTH (CSM) EARNINGS REQUIREMENT (PAGE 9)

The new earnings requirement to earn one CSM in the Basic Pension Plan is \$3,000. As a result, \$36,000 in covered earnings during a calendar year will result in earning the maximum 12 CSMs during that year.

NOVEMBER 1, 2009

BASIC PLAN – DETERMINING YOUR BENEFIT UNDER THE CAREER AVERAGE EARNINGS FORMULA CHART (PAGE 11)

This chart has been corrected to include steps 5 and 6 as follows.

DETERMINING YOUR BENEFIT UNDER THE CAREER AVERAGE EARNINGS FORMULA

This example will walk you through the steps used to determine the benefit that you would receive under the Career Average Earnings formula.

- STEP 1** ▶ Determine your total Credited Service Months after 1960 and the total earnings in years in which you earned a Credited Service Month after 1960.

Example:

During your 20-year career (1981-2000), you earned a total of 240 Credited Service Months (i.e. the maximum of 12 CSMs in each year). Your total earnings over those 20 years was \$945,000.

- STEP 2** ▶ Divide your total earnings by the number of months in which you earned a CSM.

Example:

$$\$945,000 \div 240 = \$3,937.50$$

- STEP 3** ▶ Multiply the result by 12. This is your Career Average Earnings.

Example:

$$\$3,937.50 \times 12 = \$47,250$$

- STEP 4** ▶ Use the following table to determine your monthly benefit based on your Career Average Earnings.

Career Average Earnings (CAE)	Monthly Benefit
\$0 to \$19,999	3.6% of CAE
\$20,000 to \$49,999	\$720 + 2.5% of CAE above \$20,000
\$50,000 to \$99,999	\$1,470 + 1.8% of CAE above \$50,000
\$100,000 to \$150,000	\$2,370 + 1.2% of CAE above \$100,000

Example:

$$\$720 + \$681.25 = \$1,401.25$$

- STEP 5** ▶ Multiply the result by the number of months in which you earned a CSM, then divide the result by 12 to determine your annual benefit.

Example:

$$\$1,401.25 \times 240 \div 12 = \$28,025$$

- STEP 6** ▶ Divide the result by 12 to determine your monthly benefit.

Example:

$$\$28,025 \div 12 = \$2,335.42$$