# DGA-PRODUCER PENSION PLANS

Summary Plan Description
March 2015

# Table of Contents

# Introduction

We are pleased to provide you with this Summary Plan Description booklet (the "SPD") describing the Directors Guild of America-Producer Pension Plans (the "Plans") as amended through March 20, 2015.

The Plans were founded in 1960 to provide a secure source of retirement income for DGA members and their families. Since their inception, the Plans have provided retirement benefits to thousands of DGA members, paying over $2 billion to Participants and their Beneficiaries.

You have two Pension Plans:

- The Basic Plan is a defined benefit plan and provides a fixed monthly benefit or, in certain cases, a lump-sum benefit.
- The Supplemental Plan is a type of defined contribution plan called a money purchase plan, where contributions made on your behalf are deposited to your own Individual Account.

The Plans have been created by, and are maintained in accordance with, Collective Bargaining Agreements negotiated by the Directors Guild of America (DGA), the Alliance of Motion Picture and Television Producers (AMPTP), the Association of Independent Commercial Producers (AICP), and other Employers in the entertainment industry. The Plans are administered by a Trust created by these Collective Bargaining Agreements. The Trust and the Plans are separate and distinct from the DGA, the AMPTP, the AICP and other Employers.

For purposes of clarity, the Plans' provisions have been summarized in this SPD. Every effort has been made to ensure the accuracy of this summary. However, nothing in this explanation is intended to change, in any way, the provisions of the Plans . In the event of a conflict between this SPD and the Plans, the terms of the Plans will govern.

In the event any question is raised, your rights will be determined in accordance with applicable Plan language and by the rules and regulations adopted by the Board of Trustees in the course of the administration of the Plans. The Board of Trustees reserves the right to interpret, alter or amend the Plans. Updated copies of the full Plan documents are available from the Plans' Office.

When material changes are made to the Plans, you will be notified through the Plans' Spotlight on Benefits newsletter and other mailings. Be sure to keep the Plan Office informed of any change in your mailing address to ensure that you receive all communications.

This booklet and all announced material changes to the Plans are available online at www.dgaplans.org. Capitalized terms are defined in the Glossary that begins on page 60.  If a capitalized term is not defined in the Glossary, it has the same meaning as defined in the Plans.

# The Basic Plan

The Basic Plan is a defined benefit pension plan, which provides a fixed monthly benefit payable for a Participant's lifetime if he or she meets the applicable Basic Plan vesting requirements. A lump sum benefit is also available in certain cases.

The monthly benefit is based on a formula that includes Earnings and Credited Service Months. The benefit is calculated at Normal Retirement Age, generally age 65. If a Participant decides to retire early, the benefit will be reduced to account for a longer payment schedule. If a Participant decides to retire after Normal Retirement Age, the Basic Plan benefit may be increased subject to the Plan's suspension rules (see the  section that begins on page 21).

If a Participant meets the applicable Basic Plan vesting requirements, some of the features that he or she can look forward to are:

- Benefits for his or her lifetime that may begin as early as age 55;
- Several benefit payment options;
- Survivor benefits for a Spouse, Same Sex Domestic Partner or designated Beneficiary; and
- Disability pension benefits at any age.

The Basic Plan is entirely funded by contributions made by Employers. In addition, the Basic Plan receives additional contributions from residuals generated as a result of supplemental market income (*i.e.* theatrical films released to free television, video and new media, including TV on demand, subscription video on demand and electronic sell-through).

## Participation

If a contribution was made on your behalf prior to 2000, you became a Participant in the Basic Plan on the date on which the Plan received the first of such contributions.

If a contribution was not made on your behalf until 2000 or later, you became a Participant in the Basic Plan on January 1 following the first year in which you earned a Credited Service Month.  However, when your benefit is calculated, it will include service and Earnings from the year prior to you becoming a Participant.

## Credited Service Months

Under the Basic Plan, Credited Service Months are used to determine:

- a Participant's eligibility to receive a pension; and
- the amount of pension payable.

A Participant earns Credited Service Months based on his or her reportable Earnings during a Plan Year. Currently, a Plan Year is the calendar year. Prior to 1993, the Plan Year was a year that began on the Sunday before the last Thursday of a calendar year and ended on the Saturday before the last Thursday of the next succeeding calendar year.

A Participant can earn a maximum of 12 Credited Service Months during a Plan Year.

Credited Service Months are earned in the month that Covered Employment occurs, regardless of when the contributions were received.

## Credited Service Months Earnings Requirements

| Time Period | Requirement to Earn One Credited Service Month | Requirement to Earn 12 Credited Service Months |
|---|---|---|
| 1/1/39 to 12/24/60 | 100 hours of service | 1,200 hours of service |
| 12/25/60 to 12/21/68 | $600.00 in Earnings | $7,200.00 in Earnings |
| 12/22/68 to 12/24/77 | $833.33 in Earnings | $10,000.00 in Earnings |
| 12/25/77 to 12/31/93 | $757.58 in Earnings | $9,091.00 in Earnings |
| 1/1/94 to 12/31/02 | $1,800.00 in Earnings | $21,600.00 in Earnings |
| 2003 & 2004 | $2,400.00 in Earnings | $28,800.00 in Earnings |
| 2005 | $2,500.00 in Earnings | $30,000.00 in Earnings |
| 2006 | $2,600.00 in Earnings | $31,200.00 in Earnings |
| 2007 to 2009 | $2,700.00 in Earnings | $32,400.00 in Earnings |
| 2010 to 2015 | $3,000.00 in Earnings | $36,000.00 in Earnings |

# Vesting

A Participant becomes vested under the Basic Plan by meeting the Plan's vesting requirements.

A Participant who is not vested under the Basic Plan will not receive any benefits from the Basic Plan.

There are three ways to become vested:

- Ten-Year Vesting;
- Five-Year Vesting; and
- Anniversary Vesting.

## Ten-Year Vesting

A Participant attains Ten-Year Vesting status by accruing at least 120 Credited Service Months.

The 120 Credited Service Months may be earned at any time over a Participant's career, regardless of the length of time between periods of employment.

When a Participant attains Ten-Year Vesting status, he or she is eligible for a normal, early, pre-retirement death or disability pension.

## Five-Year Vesting

The Five-Year Vesting rules became effective on January 1, 1999.

Under the Five-Year Vesting rules, a Participant may become vested with as few as 60 Credited Service Months.

Participants who are vested solely under Five-Year Vesting status (and not under Ten-Year Vesting status) are eligible for retirement benefits at age 65.

They are not eligible for:

- early retirement;
- disability benefits;
- lump sum payment options; and
- pre-retirement death benefits for unmarried Participants.

There are three factors that must be considered when determining if a Participant is eligible for Five-Year Vesting:

- Plan Credit Years;
- Break in Service Years; and
- Timing of Earnings.

## Plan Credit Years

The first requirement of Five-Year Vesting is that a Participant has at least five Plan Credit Years.

For Plan Years beginning prior to January 1, 2003, a Plan Credit Year is a Plan Year in which a Participant earns 12 Credited Service Months.

For Plan Years beginning on or after January 1, 2003, a Plan Credit Year is a Plan Year in which a Participant:

- earns 12 Credited Service Months; or
- receives Covered Earnings for 100 or more days.

Plan Years in which a Participant does not meet the requirements for a Plan Credit Year are not counted toward Five-Year Vesting status.

## Break in Service Years

A Break in Service Year occurs in any Plan Year in which a Participant does not:

- earn at least seven Credited Service Months; or
- work at least 51 days in Covered Employment.

A Permanent Break in Service occurs when a Participant earns a Plan Credit Year and, prior to earning another Plan Credit Year, the number of Break in Service Years:

- is greater than four, and
- equals or exceeds the number of his or her Plan Credit Years.

For Five-Year Vesting purposes, when a Participant has a Permanent Break in Service, all prior Plan Credit Years are disregarded.

For example, if you had four Plan Credit Years, you would not experience a Permanent Break in Service until you reached a total of five Break in Service Years prior to earning another Plan Credit Year.

## Break in Service Rules for Participants Who Render Services in the Uniformed Services

If a Participant is within one year before serving in the Uniformed Services, and performs work under a DGA Collective Bargaining Agreement within one year of returning from Uniformed Service, such period of service will not be treated as a Break in Service for Five-Year Vesting or Anniversary Vesting purposes, unless the cumulative period of absence due to Uniformed Service exceeds five years.

## Timing of Earnings

In order to qualify for Five-Year Vesting, a Participant must have Earnings in 1999 or later. In addition:

- If a Participant has incurred at least one Break in Service Year since his or her last Plan Credit Year, he or she will have to subsequently earn a Plan Credit Year in 1999 or later. In addition, all of the other Five-Year Vesting requirements must be met; or
- If a Participant has not incurred a Break in Service Year since his or her last Plan Credit Year, he or she will become vested if he or she subsequently has any Earnings in 1999 or later and before he

or she has a Break in Service. In addition, all of the other Five-Year Vesting requirements must be met.

A Participant is vested once all of the requirements for Five-Year Vesting status have been satisfied. Once vested, a Participant cannot lose vested status through a Permanent Break in Service. A Participant can also become Ten-Year Vested (120 Credited Service Months) and be eligible for other pension benefit options.

## Anniversary Vesting

If a Participant has not attained Ten-Year Vesting status or Five-Year Vesting status, he or she may attain Anniversary Vesting status if (i) he or she is age 65 or over, (ii) has had 5 years of participation in the Basic Plan, without taking into account a participation commencement date preceding a permanent Break in Service, and (iii) have earned compensation or a Plan Credit Year after satisfying requirements (i) and (ii).

The following are not available under Anniversary Vesting status:

- early retirement;
- disability benefits;
- lump sum options; and
- pre-retirement death benefits for unmarried Participants.

### Determining if You have Attained Anniversary Vesting Status

In order to qualify for anniversary vesting, you must be at least age 65.

If you began participation (as described in Step 1) prior to 2000, more stringent rules apply and you should contact the Plan Office.

#### Step 1

*Determine the year in which you began participation in the Basic Plan.*

*If you initial pension contribution was made in 1999 or earlier, the year in which the inital contribution was received by the Basic Plan is the year in which you began participation (e.g., if your initial pension contribution was made in 1995, you began participation in the Basic Plan in 1995.)*

*If your initial pension contribution was made in 2000 or later, the year after the year in which you earned your initial Credited Service Month is the year in which you began participation (e.g. if you did not have any pension contributions prior to 2000 and your initial Credited Service Month was earned in 2001, you began participation in the Basic Plan in 2002).*

#### Step 2

*Determine your applicable anniversary date.*

*The fifth anniversary of the year in which you began participation in the Basic Plan is your applicable anniversary date. For Anniversary Vesting purposes only, January 1 is always the anniversary day.*

*For example, if your initial Credited Service Month was earned in July 2001, your applicable anniversary date would be January 1, 2007 (as January 1, 2007 is the five-year anniversary of January 1, 2002 and 2002 is the year in which you commenced participation in the Basic Plan).*

## Step 3

*Determine if you have incurred a Permanent Break in Service on or before your applicable anniversary date.*

*A Permanent Break in Service occurs when you earn a Plan Credit Year and, prior to earning another Plan Credit Year, the number of Break in Service Years:*

- *is greater than four; and*
- *equals or exceeds the number of your Plan Credit Years.*

*If you incur a Permanent Break in Service on or before your applicable anniversary date, you do not qualify for Anniversary Vesting status. In addition, all service that preceded the Permanent Break in Service will be disregarded for purposes of Anniversary Vesting status.*

*If you did not incur a Permanent Break in Service, go to Step 4.*

## Step 4

*Determine if you earned a Plan Credit Year in your applicable anniversary date year.*

*If you earned a Plan Credit Year in your applicable anniversary date year, you meet the criteria for Anniversary Vesting status.*

*For example, if your applicable anniversary date is January 1, 2007 and you earned a Plan Credit Year in 2007, you meet the criteria for Anniversary Vesting status.*

*If you did not meet the criteria in Step 4, go to Step 5.*

## Step 5

*Determine if you earned a Plan Credit Year in the year immediately prior to your applicable anniversary date year.*

*If you earned a Plan Credit Year in the year immediately prior to your applicable anniversary date year and you have reportable compensation in your applicable anniversary date year, you meet the criteria for Anniversary Vesting status.*

*For example, if your applicable anniversary date is January 1, 2007 and you earned a Plan Credit Year in 2006 and you had any reportable compensation in 2007, you meet the criteria for Anniversary Vesting status.*

*If you did not meet the criteria in Step 5, go to Step 6.*

## Step 6

*Repeat Steps 3-5 for each subsequent year after your applicable anniversary date until you either meet the requirements or incur a Permanent Break in Service. If you incur a Permanent Break in*

*Service, all service that preceded the Permanent Break in Service will be disregarded for purposes of Anniversary Vesting.*

### Types and Options of Benefits Available at Different Vesting Levels

| Option/Benefit | Ten-Year Vesting | Five-Year Vesting | Anniversary Vesting |
|---|---|---|---|
| Normal Retirement | x | x | x |
| Early Retirement | x | | |
| Disability Retirement | x | | |
| Pre-Retirement Death Benefit (married or in a same sex domestic partnership at least 12 months) | x | x | x |
| Pre-Retirement Death Benefit (married or in a same sex domestic partnership less than 12 months, or non-spouse beneficiaries) | x | | |
| Lump Sum Options | x | | |

## Contiguous Non-Covered Service

For vesting purposes only, a Participant will earn Credited Service Months while employed with a signatory Employer in a job category not covered by a DGA Collective Bargaining Agreement under the following conditions:

- One Credited Service Month will be awarded for each calendar month the Participant has minimum Earnings as described in the Credited Service Months Earnings Requirements table on page 2 in connection with employment on or after December 26, 1976,
- The employment precedes or follows Covered Employment for the same Employer with no quit, discharge, or retirement occurring between such service and Covered Employment.

If these conditions are met, Credited Service Months will be credited in accordance with the Credited Service Months Earnings Requirements table on page 2.

Documentation acceptable to the Plan must be submitted in order to receive credit for Contiguous Non-Covered Service. In no event will earnings from Contiguous Non-Covered Service be used to determine the monthly amount of a pension; they will be used only for vesting purposes.

# Eligibility, Amounts and Beginning Dates

The Basic Plan provides three types of pensions;

- Normal Retirement Pension;
- Early Retirement Pension; and
- Disability Pension.

Before you are eligible for any type of retirement benefit, you must meet the vesting requirements described in the Vesting section that begins on page 3. In addition, you must have Retired as that term is further described below.

## Required Beginning Date

A Participant's Required Beginning Date is April 1 of the calendar year following the calendar year in which the Participant reaches age 70½. For example, if you reach age 70½ on March 12, 2013, your Required Beginning Date is April 1, 2014. Participants who reach their Required Beginning Date but have not retired must take a Minimum Required Distribution payable in accordance with Treasury regulations under Code Section 401(a)(9).

The amount of the Minimum Required Distribution is determined separately under the Basic Plan and Supplemental Plan and does not take into account any distribution an individual has received from any other retirement plan or individual retirement account.

## Retirement Defined

A Participant will be considered Retired as of his or her Required Beginning Date. After his or her Required Beginning Date, the Participant may be employed in any capacity and be considered retired. For more information on work restrictions before and after the Participant's Required Beginning Date, please see the section that begins on page 21.

Before a Participant's Required Beginning Date, he or she will be considered retired if he or she ceases DGA-covered work and requests a retirement benefit.

## Normal Retirement Pension

### Eligibility

A Participant is eligible for a Normal Retirement Pension if he or she meets the following requirements:

- Is age 65 or older (Normal Retirement Age);

- Is vested under either Ten-Year Vesting, Five-Year Vesting or Anniversary Vesting rules; and
- Has retired, as defined on the previous page.

Distributions from the Basic Plan are mandatory as of a Participant's Required Beginning Date. If a Participant does not apply for benefits before his or her Required Beginning Date, the Plan will force benefits to commence, payable as a 50% Joint & Survivor benefit for married Participants or a Single Life Annuity benefit for non-married Participants.

### Amount of Pension

A Participant's monthly pension amount is calculated using the greater of:

- the Credited Service Months formula; or
- the Career Average Earnings formula.

## The Career Average Earnings Formula

Under the Career Average Earnings formula, a Participant's annual pension benefit is based on his or her Career Average Earnings and also on Credited Service Months that are earned after 1960.

A Participant's Career Average Earnings are determined by:

- totaling his or her Earnings (up to $150,000) for each Plan Year after December 24, 1960, in which he or she earned at least one Credited Service Month;
- dividing that total by the number of his or her Credited Service Months in each Plan Year after December 24, 1960, in which at least one Credited Service Month is earned; and
- multiplying by 12.

The formula for determining a Participant's annual benefit based on the Career Average Earnings calculation is detailed in the Determining Your Benefit Under the Career Average Earnings Formula section below.

The maximum monthly benefit is $5,500 for Participants retiring on or after January 1, 2008. Subsequent changes in the monthly maximum will not increase a Participant's benefit.

> *For example, if you retire with $5,500 and the maximum is increased to $6,000, your benefit will remain at $5,500.*

### 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 (up to $150,000) in years in which you earned a Credited Service Month after 1960.*

*Example:*

*During your 20-year career (1991-2010), 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 total number of CSMs after 1960.*

*Example:*

*$945,000 ÷ 240 = $3,937.50*

## Step 3

*Multiply the result by 12. This is your Career Average Earnings.*

*Example:*

*$3,937.50 x 12 = $47,250*

## Step 4

*Use the following table to determine your Career Average Earnings-based benefit.*

| Career Average Earnings (CAE) | CAE-based 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 your CAE-based benefit by the total number of CSMs after 1960, then divide the result by 12 to determine your annual benefit.*

*Example:*

*$1,401.25 x 240 ÷ 12 = $28,025*

## Step 6

*Divide the result by 12 to determine your monthly benefit.*

*Example:*

*$28,025 ÷ 12 = $2,335.42*

## The Credited Service Month Formula

The Credited Service Month formula only takes into account Credited Service Months earned through January 1, 1994. Credited Service Months earned after January 1, 1994 when the Career Average Earnings formula went into effect are not taken into account. Accordingly, if you did not earn any Credited Service Months on or prior to January 1, 1994, your retirement benefit is based solely on the Career Average Earnings formula.

When a Participant retires, if the benefit he or she receives would be greater using this formula rather than the Career Average Earnings formula, the Participant would receive the greater of the two benefits.

### Accrual of Earnings and Calculation of Benefits for Participants Who Render Services in the Uniformed Services

If you were a Participant within one year before serving in the Uniformed Services, and you perform work under a DGA Collective Bargaining Agreement within one year of returning from Uniformed Service, you will be credited with Earnings for the period in which you served in the Uniformed Services, up to five years. Accrual of Earnings is determined based on the Participant's Earnings during the 12-month period immediately preceding the period of Uniformed Service. For purposes of this calculation, any Earnings received during Uniformed Service from residuals or re-use fees will not be used in this calculation, unless that amount exceeded the amount of compensation for the pre-12-month period.

A Participant who dies while serving in the Uniformed Services on or after January 1, 2007 shall receive the same vesting and survivorship rights as he or she would have received if he or she had resumed employment with an Employer the day before his or her death.

## Actuarial Increase Due to Delayed Retirement

Effective January 1, 2015, for benefits that accrue on or after January 1, 2015, if the Effective Date of a Participant's pension is after the date on which he or she is eligible for a Normal Retirement pension, his or her benefit may, in certain limited circumstances, be actuarially adjusted upward to reflect the delay in the commencement of benefits.

- For each month between the date on which the Participant was eligible for a Normal Retirement pension (Normal Retirement Age) and the Effective Date of the pension, the amount of the actuarial increase is .75% per month after Normal Retirement Age.

If the Participant's total monthly benefit including the applicable actuarial increase is less than the benefit calculated at his or her retirement (using all Career Average Earnings, all Credited Service Months and the benefit formula in effect at the time of his or her retirement), he or she will receive the greater amount. This comparison will be done as of the end of each Plan Year of Delayed Retirement.

This actuarial increase is applied to the accrued Normal Retirement monthly benefit amount. When the actuarial increase is applied, the formula excludes any Earnings that were earned after the Participant's attainment of Normal Retirement Age. Effective for benefits that accrue on or before December 31, 2014, if the Effective Date of a Participant's pension is after the date on which he or she is eligible for a Normal

Retirement pension, his or her benefit may, in certain limited circumstances, be actuarially adjusted upward to reflect the delay in the commencement of benefits.

For each month between the date on which the Participant was eligible for a Normal Retirement pension (Normal Retirement Age) and the Effective Date of the pension, the amount of the actuarial increase is:

- 1% per month for the first 60 months after Normal Retirement Age; and
- 1.5% per month thereafter until the earlier of retirement or the Participant's Required Beginning Date.

For service on or before December 31, 2014, months in which the Participant's benefit would have been suspended (8 or more days of DGA-covered employment in a month) are not counted in the actuarial increase calculation. Notwithstanding the foregoing, effective for service on or after January 1, 2015, the amount of the actuarial increase will be calculated without regard to whether the Participant's benefits could have been suspended.

This actuarial increase is applied to the accrued Normal Retirement monthly benefit amount. When the actuarial increase is applied, the formula excludes any Earnings that were earned after the Participant's attainment of Normal Retirement Age.

If the Participant's total monthly benefit, including the applicable actuarial increase, is less than the benefit calculated at his or her retirement (using all Career Average Earnings, all Credited Service Months and the benefit formula in effect at the time of his or her retirement), he or she will receive the greater amount. This comparison will be done as of the end of each Plan Year of Delayed Retirement.

## Early Retirement Pension

### Eligibility

A Participant is eligible for early retirement if he or she meets all of the following requirements:

- Is between age 55 and age 65;
- Has accrued at least 120 Credited Service Months, and
- Is Retired (see the Retirement Defined section on page 8).

### Amount of Pension

The amount of the Early Retirement Pension is lower than the Normal Retirement Pension. Because it is anticipated that the Participant will receive benefits for a longer period of time, there is a 0.25% reduction for each month (3% for each year) that the Participant is under age 65 at the time of retirement.

The Early Retirement Benefit Amounts section on page 13 illustrates the amount of Basic Pension benefit payable as a Single Life Annuity for retirements earlier than age 65 based on the maximum monthly benefit of $5,500 payable at age 65.

### Early Retirement Benefit Amounts

| Age | % Reduction | Maximum Amount |
|---|---|---|
| 55 | 30% | $3,850 |
| 56 | 27% | $4,015 |
| 57 | 24% | $4,180 |
| 58 | 21% | $4,345 |
| 59 | 18% | $4,510 |
| 60 | 15% | $4,675 |
| 61 | 12% | $4,840 |
| 62 | 9% | $5,005 |
| 63 | 6% | $5,170 |
| 64 | 3% | $5,335 |

## Disability Pension

### Eligibility

A Participant is eligible to receive a Disability Pension if he or she meets all of the following requirements:

- Provides written evidence that he or she is entitled to a disability benefit from the Social Security Administration Retirement, Survivors and Disability Insurance;
- Is younger than age 65;
- Has accrued at least 120 Credited Service Months;
- Has not yet received a retirement benefit from the Basic Plan; and
- Is Retired (see the Retirement Defined section that begins on page 8).

The Plan may require proof of continuing disability from time to time. Failure to provide requested certification of continued disability may result in a suspension of Disability Pension benefits.

### Amount of Pension

The amount of a Disability Pension is the same amount as a Normal Retirement Pension (as if the Participant were age 65 at the time of the disability) except that no lump sum option is available. In addition, reduction factors for various payment options are higher than for non-disability pensions (see the Procedures for Selecting Payment Options section that begins on page 15).

## Procedures for Disability Pension Payments

If the application for a Disability Pension and the Notice of Award from the Social Security Administration are filed with the Plan Office within 90 days after the Participant receives the Notice of Award, disability benefits will become effective on the date that the Participant's Social Security disability benefits become effective.

If the application for a Disability Pension and the Notice of Award from the Social Security Administration are not filed with the Plan Office within 90 days after the Participant receives the Notice of Award, disability benefits will be effective on the first of the month following the month that he or she filed the application and the Notice of Award with the Plan Office, provided the application is received by the 15th of that prior month.

If the Participant's Disability Pension application is received more than 90 days after the date the Social Security Award was granted, the Plan may require proof of continuing disability.

## Applying For a Disability Pension Prior to Social Security Disability Notice

If a Participant has met all of the requirements for a Disability Pension except for the Notice of Award from Social Security, and is between age 55 and 64, he or she may retire under an Early Retirement Pension (see the Early Retirement Pension section beginning on page 12 for more information) and convert that pension into a Disability Pension upon receipt of the Notice of Award. In order to do this, the Participant must have applied to Social Security and provided the Plan with a copy of the Social Security application prior to the Effective Date of the Early Retirement Pension.

When the pension is converted to a Disability Pension, the same payment option elected under the Early Retirement Pension will apply.

The optional form reduction factors for Disability Pensions are higher than for Early Retirement Pensions. In certain cases, the conversion to a Disability Pension may not result in the highest possible benefit. Be sure to ask a Plan representative to detail all of your available retirement options before you retire.

No conversion is allowed if the Early Retirement Pension was taken as an Immediate Lump Sum or Deferred Lump Sum. If Social Security does not approve the disability, then the Participant will continue to receive his or her Early Retirement Pension, subject to the Plan's suspension rules.

A Participant may not revoke their Early Retirement election.

## Recovery from Disability

A Disability Pension will continue for as long as the Participant remains totally disabled. If the Participant's Social Security Disability Benefits are suspended or terminated, the Disability Pension will be similarly suspended or terminated.

If the Participant's Social Security Disability Benefits are suspended or terminated prior to age 65, he or she must report this fact to the Plan Office in writing within 21 days after receiving notification of the loss of entitlement from the Social Security Administration. If he or she does not notify the Plan Office within 21 days, the Plan Office will delay his or her subsequent retirement from the Plan for a period of six months. In addition, the Plan Office will offset his or her subsequent retirement benefit by the amount of disability pension benefits that he or she received to which he or she was not entitled.

A Disability Pension may also be suspended in accordance with the suspension rules described in the section that begins on page 21.

If a Participant is receiving a Disability Pension when he or she attains age 65, the amount of the pension benefit will not be affected.

## The Multi-Year Rule

In accordance with the Collective Bargaining Agreement, contributions to the Basic and Supplemental Plans are only payable on the first $200,000 of Earnings per theatrical motion picture. However, a director frequently reaches this limit in the first year of production and will continue to perform directing services on the same project in the next calendar year.

In order to provide credit in the Basic Plan for work performed by directors in the second calendar year, a special provision (the "Multi-Year Rule") was created, effective September 1, 1999. This rule only applies to directors of theatrical motion pictures. It does not apply to any other job category.

Under the Multi-Year Rule, the director will be credited with 12 Credited Service Months and Earnings of $150,000 (the maximum under Basic Plan rules) for the first year and an additional 12 Credited Service Months for the second year under the following circumstances:

- The director is entitled to Earnings in excess of $200,000 for a single theatrical motion picture;
- The picture commences preparation in one calendar year and ends with the delivery of the answer print in the next calendar year;

If the above circumstances are met:

- For theatrical motion pictures starting in 2006 or later, the director will be credited with Earnings of $150,000 in the first calendar year and $50,000 in the second calendar year. This $50,000 does not count toward the $150,000 Earnings limit in the second year.
- For theatrical motion pictures that started in 1999 through 2005, the director will be credited with Earnings of $170,000 in the first calendar year and $30,000 in the second calendar year. This $30,000 does not count toward the $150,000 Earnings limit for the second year.

For more information on Earnings limitations, please refer to the Limitations section beginning on page 45.

# Payment Options

## Procedures for Selecting Payment Options

When a Participant applies for a pension benefit from the Basic Plan, he or she will be asked to confirm his or her date of birth and the date of birth of his or her Spouse or Same Sex Domestic Partner (see the Applying for Benefits section that begins on page 40 for more information regarding applying for benefits). The Pension Department will prepare the application including estimates of payment options based on the Participant's requested retirement date. Once the type of pension and amount of pension are determined, the Participant will be able to choose his or her payment option.

All payment options are approximately equal in value, based on assumed life expectancies. This means that the expected lifetime benefit payments over the lives of the Participant and his or her Beneficiary, if applicable, are computed to be approximately the same under any of the available payment options.

However, it is important to consider the different payment options carefully. Some offer no continuation of monthly pension payments to a Spouse, Same Sex Domestic Partner or Beneficiary upon your death, while others do. If the option provides for a continuation of payments to a surviving Spouse, Same Sex Domestic Partner or other Beneficiary, there is a reduction in the amount payable during the Participant's lifetime.

If the Participant decides to change his or her election, he or she must notify the Plan Office no later than the business day prior to his or her retirement Effective Date. The Participant's payment option election is irrevocable after his or her Effective Date.

The ages used to determine a Participant's monthly benefit payment amount are based on the birthdays of the Participant, his or her Spouse, Same Sex Domestic Partner and/or his or her Contingent Annuitant.

## Normal Forms of Payment

The Basic Plan offers two normal forms of payment to qualified Participants. They are:

- The Single Life Annuity; and
- The Participant and Partner Pension.

### Single Life Annuity

The Single Life Annuity is the normal payment option for an unmarried Participant.

Under the Single Life Annuity payment option, benefits are paid on a monthly basis and continue for the lifetime of the Participant with no benefits payable after death.

### Participant and Partner Pension

The Participant and Partner Pension payment option is the normal form of payment for a married Participant. However, if the Participant and the Participant's Spouse sign a notarized statement rejecting the Participant and Partner Pension payment option, any eligible option may be elected. The Participant and Partner payment option must be rejected during the 180 days prior to the Effective Date of your pension. Participants do not need to obtain a waiver from their Same Sex Domestic Partner to elect an option other than the Participant and Partner option.

The Participant and Partner Pension payment option provides a monthly benefit for the lifetime of the Participant. Upon the death of the Participant, a benefit is paid to the Participant's Spouse or Same Sex Domestic Partner for the lifetime of the Spouse or Same Sex Domestic Partner (assuming that the Spouse or Same Sex Domestic Partner outlives the Participant). The benefit paid to the Spouse or Same Sex Domestic Partner will be equal to 50% of the benefit paid to the Participant at the time of the Participant's death.

Since the Participant and Partner Pension payment option involves the payment of benefits over the lifetimes of two payees, there is a corresponding adjustment in the amount of the pension, depending on the age of the Spouse or Same Sex Domestic Partner.

The factors used to calculate the amount of the Participant & Partner payment option are based on the two parties' ages at the nearest birthday to the Annuity Starting Date. These factors are then applied to the Single Life Annuity benefit to determine the amount payable to the participant and the participant's Spouse or Same Sex Domestic Partner.

Only the individual that is the Participant's Spouse or Same Sex Domestic Partner on the Effective Date of the Participant and Partner Pension payment option is eligible to receive the Participant and Partner benefit after the death of the Participant.

If the Spouse or Same Sex Domestic Partner predeceases the Participant after the Effective Date of the Participant and Partner Pension payment option, all payments will cease when the Participant dies, even if the Participant has remarried.

Once payments have begun under the Participant and Partner Pension payment option, they will continue at the same amount during the Participant's lifetime, even if the Spouse or Same Sex Domestic Partner predeceases the Participant or the marriage or same sex domestic partnership is dissolved.

Payments to the Spouse or Same Sex Domestic Partner after the Participant's death will not be affected by remarriage of the Spouse or Same Sex Domestic Partner.

If the Participant's Spouse or Same Sex Domestic Partner dies before the Participant's retirement date, the Participant's payment option is revoked and the Participant must make a new election.

## Optional Forms of Payment

The Basic Plan offers several optional forms of payment to qualified Participants. They are:

- Three Joint & Survivor options (100%, 75% and 50%);
- Ten-Year Certain and Life;
- Immediate Lump Sum; and
- Deferred Lump Sum.

### 100% Joint & Survivor

The 100% Joint & Survivor payment option provides a monthly benefit for the lifetime of the Participant. Upon the death of the Participant, a benefit is paid to the Contingent Annuitant for the lifetime of the Contingent Annuitant (assuming that the Contingent Annuitant outlives the Participant).

The benefit paid to the Contingent Annuitant will be 100% of the benefit paid to the Participant at the time of the Participant's death. The Contingent Annuitant may not be changed after the Effective Date of the pension featuring a Joint & Survivor payment option.

For the 100% Joint & Survivor payment option, the Contingent Annuitant may not be more than 10 years younger than the Participant, unless the Contingent Annuitant is the Spouse.

The Joint & Survivor payment options, similar to the Participant and Partner Pension payment option, feature a corresponding adjustment in the pension amount, depending on the Contingent Annuitant's age, as they involve payment of benefits over the lifetimes of two payees. The Joint & Survivor options use the same factor table as the Participant & Partner benefit based on the two payees' ages on the birthday nearest to the Annuity Starting Date. The applicable factor is then applied to the Single Life Annuity benefit to determine the amount payable to the Participant and the Participant's Spouse or Same Sex Domestic Partner to determine the amount payable to the Participant and the Participant's Contingent Annuitant.

## 75% Joint & Survivor

The 75% Joint & Survivor payment option provides a monthly benefit for the lifetime of the Participant. Upon the death of the Participant, a benefit is paid to the Contingent Annuitant for the lifetime of the Contingent Annuitant (assuming that the Contingent Annuitant outlives the Participant).

The benefit paid to the Contingent Annuitant will be 75% of the benefit paid to the Participant at the time of the Participant's death.

For the 75% Joint & Survivor payment option, the Contingent Annuitant may not be more than 19 years younger than the Participant, unless the Contingent Annuitant is the Spouse.

## 50% Joint & Survivor

The 50% Joint & Survivor payment option provides a monthly benefit for the lifetime of the Participant. Upon the death of the Participant, a benefit is paid to the Contingent Annuitant for the lifetime of the Contingent Annuitant (assuming that the Contingent Annuitant outlives the Participant).

The benefit paid to the Contingent Annuitant will be 50% of the benefit paid to the Participant at the time of the Participant's death.

For the 50% Joint & Survivor payment option, there is no limit on the age difference between the Contingent Annuitant and the Participant.

### Important Facts to Consider Regarding the Joint and Survivor Payment Options

Only the Contingent Annuitant named in the Benefit Election Form prior to retirement is eligible to receive the survivor benefit after the death of the Participant.

Once payments have begun, even if the Contingent Annuitant dies before the Participant, the Participant's benefit will not be increased.

If the Contingent Annuitant dies before the Participant and after the Effective Date, all payments will cease when the Participant dies. The Participant may not name a new Contingent Annuitant.

## Ten-Year Certain & Life

The Ten-Year Certain & Life payment option provides a monthly benefit payment for either ten years (120 payments) or the Participant's lifetime, whichever is longer.

If, upon the Participant's death, the 120 guaranteed payments have not been made, the Participant's designated Beneficiary will continue to receive the remainder of the 120 monthly payments. The remaining benefit payments can be paid to multiple Beneficiaries.

The Participant's Beneficiary may be changed at any time prior to the Participant's death, with spousal consent, if applicable. Since the Ten-Year Certain Beneficiary may be changed, that factor table (disabled/non-disabled) is based only on the participant's age at retirement.

When applying for a pension to be paid under the Ten-Year Certain & Life payment option, the Participant must designate a primary Beneficiary and a secondary Beneficiary. If the primary Beneficiary dies before the end of the ten-year period, the secondary Beneficiary becomes the primary Beneficiary.

If the designated Beneficiary dies prior to receiving the equivalent of the remainder of payments due under the Ten-Year Certain & Life payment option, the remainder of payments will be paid to the designated secondary Beneficiary. Please note that if there is more than one designated primary Beneficiary, no benefits will be paid to a secondary Beneficiary unless all of the primary Beneficiaries are deceased. If all designated Beneficiaries are deceased before all payments have been made, the remainder of the payments will be paid in accordance with the succession listed in the Designate a Beneficiary section that begins on page 51.

## Immediate Lump Sum

A Participant is eligible to elect the Immediate Lump Sum payment option if the Participant:

- is at least age 60;
- has earned at least 120 Credited Service Months;
- is not retiring on a Disability Pension;
- has earned at least one Credited Service Month prior to January 1, 1999; and
- has ceased DGA-covered employment for at least six months prior to commencement of retirement benefits, if under age 65.

The factors used to convert a monthly pension to the Immediate Lump Sum payment option take into account the Participant's age at retirement and prevailing interest and mortality rates. These factors are updated every January 1 to reflect changes in the prevailing interest rates. The interest rate and mortality rate used to determine the factor are specified under Internal Revenue Service Code Section 417(e)(3) and are not determined by the Pension Plans.

Typically, the value of the lump sum factor is inversely proportional to interest rates: as interest rates go up, the lump sum factor tends to go down and vice versa. The lump sum factor is not tied to the performance of the Plan's investment portfolio. Investment returns on the Plans' assets, as well as employer contributions, are used to fund the benefits a Participant earns. If eligible, a Participant may elect to receive an Immediate Lump Sum payment from the Basic Plan. The amount of the lump sum will be equal to the actuarial present value payable under the Single Life Annuity payment option, up to the lesser of:

- $3,450; or
- the monthly pension amount accrued based on work performed through December 31, 2002.

Since the Immediate Lump Sum is available only for pension amounts accrued through December 31, 2002, Participants electing this form of payment will likely receive two forms of payment:

- the lump sum payment; and
- a Single Life Annuity payment for the amount in excess of $3,450, representing the benefit accrued for work performed after December 31, 2002.

Participants that elect to receive a lump sum benefit from the Basic Plan, who are considering rolling those funds over to a tax-deferred account, can move those monies directly into their Supplemental Plan account, rather than having to move the funds to an outside financial institution. For more information, please see the Rollovers into the Supplemental Plan section that begins on page 32.

### Deferred Lump Sum

If a Participant meets all of the requirements for the Immediate Lump Sum payment option, except he or she is under age 65 and has not ceased DGA-covered employment in the six months prior to commencement of retirement, he or she is eligible for the Deferred Lump Sum payment option.

Under the Deferred Lump Sum payment option, the amount payable under the Immediate Lump Sum payment option is calculated at the time of the Participant's retirement (using the lump sum factor in effect at retirement) and a monthly installment benefit is paid until the Participant reaches age 65. The amount of the monthly installment benefit is equal to the amount payable under the Single Life Annuity payment option. In the month following the Participant's 65th birthday, the amount payable under the Immediate Lump Sum payment option, minus the total amount of monthly installments paid, will be paid to the Participant in a single payment.

If the Participant elects the Deferred Lump Sum payment option and dies prior to age 65, the amount payable under the Immediate Lump Sum payment option, minus the total amount of monthly installments paid to the Participant, will be paid to the Participant's designated Beneficiary.

Any monthly pension amount payable to the Participant in excess of the amount eligible to be converted to a lump sum is payable only as a Single Life Annuity. This monthly benefit will continue after the Deferred Lump Sum is paid, and will cease the first of the month following the Participant's death.

Participants who elect to receive a lump sum benefit from the Basic Plan and who are considering rolling those funds over to a tax-deferred account can move those monies directly into their Supplemental Plan account, rather than having to move the funds to an outside financial institution. For more information, please see the Rollovers into the Supplemental Plan section that begins on page 32.

## Important Rules for Elected Forms of Payment

A Participant's payment option election must be made in writing and filed with the Plan Office.

If the value of a Participant's pension is $1,000 or less, payment will automatically be made in the form of a lump sum.

A payment option is not available if the total amount of the monthly benefit is less than $20 to the Participant, Beneficiary, or Contingent Annuitant.

No survivor benefits are paid under the Joint & Survivor payment option or the Participant and Partner Pension payment option if the Contingent Annuitant dies before the Participant. If the Contingent Annuitant dies before the retirement date, the payment option is revoked and the Participant must make a new election. A payment option may not be changed after the Effective Date of the pension.

# Suspension of Benefits

If a Participant is employed in Suspendible Service, his or her monthly pension may be suspended. Suspendible Service is employment in the same industry, in the same trade or craft and in the same geographic area covered by the Plan.

For this purpose:

- The "same industry" means an industry covered by a DGA Collective Bargaining Agreement.
- The "same trade or craft" means an occupation in which the Participant was employed at any time under the coverage of the Plan, any occupation utilizing the same skill(s), and any self-employment or supervisory employment related to the same skill(s) as were involved in such occupation(s).

For example, if you worked as a 1st Assistant Director at all times prior to your retirement from the Basic Plan, any work as a 1st Assistant Director after retirement would be considered Suspendible Service. However, work as a Director after retirement would not be considered Suspendible Service.

Residual payments are not considered Suspendible Service.

## Suspendible Service Before Required Beginning Date

Prior to a Participant's Required Beginning Date, if he or she performs 7 days or fewer of Suspendible Service in a calendar month, he or she will continue to receive his or her monthly Basic Plan benefit.

If a Participant performs 8 or more days of Suspendible Service in a calendar month, the Participant's Basic Plan benefit will be suspended for that month. However, once the Participant reaches age 65, the Plan office will review the Participant's post-retirement earnings, including suspendible service, to determine if he or she qualifies to receive additional pension benefits. See the Post-Retirement Earnings section that begins on page 22.

## Suspendible Service After Required Beginning Date

Beginning on a Participant's Required Beginning Date, he or she may be employed in any capacity, regardless of the number of days worked, and will not be subject to suspension of benefits.

## Obligation to Notify the Plan Office of Suspendible Service

A Participant who is receiving a monthly Basic Plan benefit must notify the Plan Office upon commencing employment that is considered Suspendible Service. The Employment Recap Form is available on the Plans' website, **dgaplans.org**. The Participant must notify the Plan Office in writing within 21 days following the commencement of such employment. It will be presumed that all such service was in excess of seven days for a month, unless contrary evidence is provided.

If the Participant fails to notify the Plan Office and it is determined that her or his benefits should have been suspended, 100% of the next monthly benefit, and 25% of subsequent monthly benefits will be suspended until the overpayment has been recouped.

A Participant whose benefits have been suspended has the right to appeal to the Plans' Board of Trustees. For more information on appeals, please refer to the Appeals section that begins on page 48.

If a Participant is unsure whether a job will cause a suspension of benefits, please:

- call the Plan Office at (877) 866-2200 ext. 404; or
- fill out the Employment Recap Form available **dgaplans.org** and return it the Plan Office.

The Participant will be advised if the job will cause a suspension of benefits based on the information that he or she provides.

## Pension Payments Following Suspension of Benefits

Once a Participant has stopped performing Suspendible Service, he or she should promptly notify the Plan Office. Pension benefits will be payable in the month after the last month for which benefits were suspended.

For example, if your benefit is suspended in July and August 2015 because you performed 8 days or more of Suspendible Service in July and August 2015, your pension benefit would resume effective September 2015.

Pension payments that were made but should have been suspended will be recovered either by offset against future pension payments or by any means allowed by law.

# Post-Retirement Earnings

If a Participant has post-retirement Earnings, including residuals, those Earnings will be used to calculate whether an additional retirement benefit is payable.

## Amount of Additional Benefit

The amount of a Participant's additional benefit is calculated based on his or her Earnings and total Credited Service Months during the calendar year in which he or she earned the post-retirement Earnings.

The Career Average Earnings formula (please see the The Career Average Earnings Formula section that begins on page 9) is used to calculate the amount of the Participant's additional benefit. If his or her Earnings for the year are less than the minimum amount to earn one Credited Service Month, there will be no additional benefit.

Any additional benefit is added to the amount that the Participant was receiving prior to his or her post-retirement Earnings.

The Participant's total pension amount, including his or her initial benefit and any post-retirement benefits, is subject to the maximum monthly pension amount.

If the maximum monthly pension amount is increased, any post-retirement benefit earned after the increase can be added to the Participant's pre-increase benefit amount for a total benefit up to the new maximum monthly pension amount.

The Participant's additional benefit will be paid through the same payment option elected at his or her initial retirement, provided, however, that no lump sum payment option is available. If the Participant elected a lump sum payment option at retirement, his or her additional benefit will be paid under the Single Life Annuity payment option.

If the Participant elected an early retirement and his or her benefit was never suspended, he or she will be allowed to choose a new optional form of benefit. In those cases, the Plan Office will send that Participant an election form to complete and return.

## When Payment is Made

Benefit increases for post-retirement Earnings are effective each January 1 for retired Participants age 65 or older. However, because of the timing of contribution payments to the Pension Plan and to ensure that the Plan has received all of a Participant's reported Earnings for the year, the calculation and payment of benefit increases is usually not made until the middle of the following year. The amounts paid are retroactive to the applicable Effective Date.

For example, if you were due a monthly increase of $30 beginning in January 2015, but the benefit was not paid until June 2015, you would receive a payment (in addition to your regular monthly pension check) of $150 in June 2015 ($30 x 5 months).

Participants under age 65 receiving pensions do not have benefit increases effective until the first of the month following the attainment of age 65. At that time, the Plan will calculate any post-retirement benefits accrued between your retirement date and your 65th birthday.

Post-retirement benefits are also subject to Suspension of Benefits rules (please see the section that begins on page 21).

# Payments After the Death of the Participant (Death Benefits)

Certain benefits may be payable to a Participant's Spouse, Same Sex Domestic Partner, Contingent Annuitant or designated Beneficiary when the Participant dies.

Death benefits are determined based on the following criteria:

- whether death occurs pre- or post-retirement;
- marital status;
- Same Sex Domestic Partner status;
- vesting status; and
- the pension benefit elected.

Please refer to the Application for Death Benefits section that begins on page 43 for details on applying for death benefits.

In all cases, if the lump sum value of a death benefit is $5,000 or less, the death benefit will be paid as a lump sum.

# Post-Retirement Death Benefits

Post-retirement death benefits are based on the retirement option the Participant elected.

## Single Life Annuity & Immediate Lump Sum

If a Single Life Annuity payment option or an Immediate Lump-Sum payment option was chosen, no death benefits are payable.

## Participant & Partner or Joint & Survivor

Upon being notified of the death of the Participant, the Plan office will require a certified copy of the death certificate. The death benefit to the surviving Partner or Contingent Annuitant will be payable on the first of the month following the Participant's death.

## Ten-Year Certain & Life Annuity

Upon being notified of the death of the Participant, the Plan office will require a certified copy of the death certificate.

## Deferred Lump Sum

Upon being notified of the death of the Participant, the Plan office will require a certified copy of the death certificate. The Plan Office will determine if any additional benefits are payable.

# Pre-Retirement Death Benefits

## Eligibility for Pre-Retirement Death Benefits

Eligibility for pre-retirement death benefits is based on the participant's marital/domestic partnership status.

### For Unmarried Participants

If a Participant dies prior to retirement, his or her designated Beneficiary will receive 120 monthly death benefit payments, if:

- the Participant was not married; and
- the Participant was ten-year vested.

### For Participants Married or in a Same Sex Domestic Partnership for Less than 12 Months

If a Participant who has been married or in a Same Sex Domestic Partnership for fewer than 12 months dies prior to retirement, and the Participant was 10-year vested, the Participant's surviving Spouse or surviving Same Sex Domestic Partner will generally receive 120 monthly death benefit payments. No death benefits are payable in connection with a Participant married or in a Same Sex Domestic Partnership for less than 12 months if that participant was not 10-year vested.

Only in cases where a spousal waiver was submitted to the Plan prior to the Participant's death will someone other than the Participant's surviving Spouse or Same Sex Domestic Partner receive death benefits.

The amount of the monthly death benefit payable to the designated Beneficiary will be equal to the amount that would have been payable to the Participant if the Participant had retired on the day before the Participant's death and had elected the Ten-Year Certain & Life payment option.

If the Participant was younger than age 55 at the time of the Participant's death, the benefit will be calculated as if the Participant had attained age 55 on the day before the Participant's death. Age 55 will be used for the early retirement reduction and the Ten-Year Certain & Life payment option reduction factor.

If the designated Beneficiary dies prior to receiving the equivalent of payments due under the Ten-Year Certain & Life payment option, the remainder of payments will be paid to the designated secondary Beneficiary. If no secondary Beneficiary was designated, the remainder of payments will be paid in accordance with the succession listed in the Designate a Beneficiary section that begins on page 51.

### For Participants Married or in a Same Sex Domestic Partnership for 12 or more Months

If a Participant who is married or in a Same Sex Domestic Partnership for 12 or more months dies prior to retirement, the surviving Spouse or surviving Same Sex Domestic Partner will receive a monthly pension benefit for their lifetime, assuming that the Spouse or Same Sex Domestic Partner was legally married to the Participant or in a Same Sex Domestic Partnership with the Participant for at least 12 months prior to the Participant's death. (See the Ten-Year Vesting and Anniversary Vesting and Five-Year Vesting subsections below).

Only in cases where a spousal waiver was submitted to the Plan Office prior to the Participant's death will someone other than the Participant's surviving Spouse receive death benefits.

### Ten-Year Vesting and Anniversary Vesting

If the Participant was vested under either the Ten-Year Vesting rules or the Anniversary Vesting rules, the monthly benefit payable to the surviving Spouse or surviving Same Sex Domestic Partner is equal to 50% of the amount payable to the Participant as if the Participant had retired and elected the Participant and Partner payment option (see the Participant and Partner Pension section that begins on page 16) on the day before the Participant's death.

If the Participant was younger than age 55 at the time of death, the early retirement reduction will be calculated as if the Participant had attained age 55 on the day before the Participant's death.

The death benefit will begin on the first of the month after the Participant's death, unless the surviving Spouse elects to defer payments until the Participant would have reached age 65. In accordance with Federal law, surviving Same Sex Domestic Partners may not delay payment of benefits.

For Participants who are Ten-Year Vested and have filed a spousal waiver with the Plan, the designated Beneficiary will receive 120 monthly death benefit payments.

### Five-Year Vesting

If the Participant is vested solely under the Five-Year Vesting rules, the monthly benefit payable to the surviving Spouse or surviving Same Sex Domestic Partner is equal to 50% of the amount payable to the Participant as if the Participant had retired and elected the Participant and Partner payment option (see Participant and Partner Pension section that begins on page 16). For Spouses, the benefit will be effective as of the later of:

- the date the Participant died; or
- the date the Participant would have attained age 65.

In accordance with Federal law, surviving Same Sex Domestic Partners may not delay payment of benefits.

# The Supplemental Plan

The Supplemental Plan is a type of defined contribution plan called a money purchase pension plan to which both Participants and Employers contribute. Supplemental Plan contributions are made on a Participant's behalf and are allocated to an Individual Account. The amounts in your Individual Account are only payable based on Plan provisions.

The amounts in each Participant's Individual Account are invested by the Plan's professional investment managers.  The investment managers are overseen by the Finance Committee of the Board of Trustees and its investment consultant. Participants share in investment gains and losses on a pro-rated basis as is more fully described below.

At retirement, a Participant is entitled to receive the accumulated amount in the Participant's Individual Account.

The Supplemental Plan offers various payment options providing both flexibility and access, while allowing participants to keep funds invested until needed.  In addition, participants can roll funds from other qualified retirement plans into the Supplemental Plan, including a lump sum payment from the Basic Plan.

Distributions from the Supplemental Plan can be made:

- as partial withdrawals, either on an ad hoc basis or through regular recurring distributions;
- as a lump sum; or
- to purchase a monthly annuity.

In general, retirement benefits are payable at the earlier of:

- Age 60;
- Date of disability (as defined by the Plan); or
- Date of death.

Loans and hardship withdrawals are not permitted.

## Participation

You become a Participant in the Supplemental Plan on the date on which the Plan receives your initial Supplemental Plan contribution.

# Vesting

A Participant is always fully vested in the portion of the Participant's Individual Account that is related to Employee Contributions and Rollovers.

A Participant is fully vested in the portion of the Participant's Individual Account that is related to Employer Contributions on the earliest of:

- The date the Participant has earned 36 Credited Service Months in the Basic Plan;
- The date the Participant turns age 60;
- The date the Participant becomes entitled to Disability Benefits from the Social Security Administration;
- The date of the Participant's death;
- The date on which the Participant earns three Plan Credit Years.

All Participants will eventually become vested in the Employer contribution portion of their Individual Accounts unless they withdraw prior to vesting (see the Withdrawal Prior to Vesting section that begins on page 39 for more information).

# Individual Account

The assets of the Supplemental Plan are comprised of:

- contributions made by Employers;
- contributions made by Participants;
- incoming Rollovers made by Participants; and
- investment gains (or losses) on contributions and rollovers.

The contributions made by the Participant and his or her Employers, and the specific income on those contributions make up the Participant's specific Individual Account.

Generally, contributions are credited when received and income is credited on a monthly basis. Rollovers are credited the month received with income on rollovers credited the following month.

Contributions to the Participant's Individual Account may be limited based on ceilings in the various Collective Bargaining Agreements and under several sections of the Internal Revenue Code ("Code"). For further information, please refer to the Limitations section that begins on page 45 and the DGA Collective Bargaining Agreements under which the Participant is working.

## Employer Portion of Your Individual Account

Contributions are made by a Participant's Employers on his or her reportable Earnings.

Each calendar year, the amount contributed on a Participant's behalf equals:

- 2.2% of the first $150,000 of his or her reportable Earnings from all Employers; and
- 5.5% of his or her reportable Earnings over $150,000 from all Employers.

Employer Contributions and the related investment Earnings are made on a pre-tax basis. Under current law, these amounts are only taxable when paid to the Participant, or his or her Beneficiary or Contingent Annuitant.

## Employee Portion of Your Individual Account

A Participant contributes 2.5% of his or her reportable Earnings to his or her Individual Account. These contributions are made on an after-tax basis and are not taxable when paid to the Participant, or his or her Beneficiary or Contingent Annuitant, under current law.

Investment Earnings related to the employee portion of a Participant's Individual Account are made on a pre-tax basis and, under current law, are taxable when paid to the Participant, or his or her Beneficiary or Contingent Annuitant.

See the Rollovers into the Supplemental Plan section that begins on page 32 for more information on your ability to roll additional monies into your Supplemental Plan account.

## Investment Gains and Losses

The total amount in a Participant's Individual Account is pooled and invested with all of the other Individual Accounts.

Contributions credited to a Participant's account by the last business day of the month begin sharing in the investment gains (or losses) of the Plan for that valuation month.

On the monthly Valuation Date (the last day of each calendar month), each Individual Account is credited with a portion of the overall net investment income (or loss), net of Plan expenses. The amount credited to a Participant's account is based on the ratio of his or her Individual Account on the Valuation Date to the aggregate value of all Individual Accounts on the Valuation Date.

The Plan's assets are invested by various professional asset managers selected by the Finance Committee of the Board of Trustees with advice from the investment consultant.

The Finance Committee of the Board of Trustees, with assistance from its professional advisors, closely monitors the performance of the various managers and their portfolios.

# Eligibility and Amounts

The Supplemental Plan provides two types of benefits:

- A Normal Pension; and
- A Disability Pension.

Unlike the Basic Plan, your Supplemental Plan benefit will not be suspended even if you perform work under a DGA Collective Bargaining Agreement after you begin receiving Supplemental Plan benefits. You are not required to cease DGA-covered employment to receive a benefit.

## Normal Pension

To be eligible for a Normal Pension from the Supplemental Plan, a Participant must be at least age 60.

Upon reaching age 60 or becoming eligible for a Disability Pension, a Participant may choose to receive his or her Individual Account in the form of:

- a Partial Distribution (if account balance is at least $5,000); or
- a lump sum payment; or
- an annuity (monthly benefit) purchased from an outside annuity provider; or
- a combination of the lump sum and annuity.

A Participant's retirement payments must commence no later than his or her Required Beginning Date. If a Participant does not apply for benefits before his or her Required Beginning Date, the Plan is required to commence benefits payable in the form of a Minimum Required Distribution. If a Participant begins receiving Minimum Required Distributions, she or he is still eligible to retire at a later date and elect an optional form of payment.

## Disability Pension

A Participant's Individual Account will be payable to her or him prior to age 60 after providing the Plan Office with proof that he or she is totally disabled. To be deemed totally disabled, a Participant must provide written evidence that he or she is entitled to a disability benefit from the Social Security Administration Retirement, Survivors and Disability Insurance.

Payment of a Participant's Individual Account may be in the form of:

- a Partial Distribution (if account balance is at least $5,000); or
- a lump sum payment; or
- an annuity (monthly benefit) purchased from an outside annuity provider; or
- a combination of the lump sum and annuity

## Amount of Benefit

The value of a Participant's Individual Account payable on the Effective Date of his or her retirement is the amount of his or her Individual Account as of the most recent monthly Valuation Date of the Plan.

When you apply for retirement benefits from the Supplemental Plan, you will be provided with a schedule of the estimated value of all of your payment options (based on your requested retirement date and your account balance at the time the application is prepared). Upon receipt of your completed application, your benefit will be recalculated with up-to-date information (*i.e.* your updated account balance as of the Valuation Date prior to your actual retirement date). If you elect an annuity option, that option will be recalculated using the updated rate.

## Contributions Received After Retirement

If contributions are received on the Participant's behalf after the Valuation Date of his or her original distribution, they will be available at his or her subsequent distribution date upon written request.

A Supplemental Plan Distribution Request for Post-Retirement Benefits form is available on our website, **dgaplans.org**. Each distribution will be made up of the contributions plus investment income through the new Valuation Date.

Unless a Participant elects a Partial Distribution, only one distribution is allowed from the Supplemental Plan per calendar year. Post-retirement contributions will be subject to Minimum Required Distribution rules detailed in the Minimum Required Distribution section below.Post-retirement contributions for Participants after their Required Beginning Date must be distributed to Participants in an amount that is equal to or greater than the Minimum Required Distribution.

Contributions received after the Participant's death are distributable to the designated Beneficiary upon written request once per calendar year. Surviving Spouses and Same Sex Domestic Partners may also qualify for a partial distribution subject to the partial distribution payment schedule.

## Minimum Required Distribution

When a Participant reaches his or her Required Beginning Date, he or she is required by law to begin receiving benefits from the Supplemental Pension Plan. Each year after a Participant's Required Beginning Date, the Participant is required to take a Minimum Required Distribution from his or her Supplemental Plan account.

The Minimum Required Distribution is the minimum distribution payable in accordance with the Treasury regulations under Code Section 410(a)(9). The amount of the minimum distribution does not take into account any distributions an individual has received from any other retirement plan or individual retirement account.

Participants required to take a Minimum Required Distribution will be contacted by the Pension Plan's office to ensure that they are receiving the legally mandated minimum distribution.

The Minimum Required Distribution applies in the following instances:

- If you do not apply for benefits before your Required Beginning Date (see page 62), the Plan is required to commence benefits payable in the form of a Minimum Required Distribution.

  If you begin receiving Required Minimum Distributions, you are still eligible to retire at a later date and elect an optional form of payment.

- If you elect a Partial Distribution option and you have reached your Required Beginning Date, the total amount of your Partial Distributions in a given year must be equal to or greater than the Minimum Required Distribution.

- Post-retirement contributions received after your Required Beginning Date must be distributed in an amount that is equal to or greater than the Required Minimum Distribution.

- Rollovers are also subject to the Minimum Required Distribution rules.

## The Multi-Year Rule

When a director meets the criteria for the Multi-Year Rule, it affects the director's contribution limits in the Supplemental Plan. For a detailed description of the Multi-Year Rule, please refer to the The Multi-Year Rule section that begins on page 15.

Once it has been determined that a director has satisfied the criteria of the Multi-Year Rule, Employer Contributions equal to 5.5% of the first $30,000 in Earnings (for theatrical motion pictures starting in 2005 and prior) or $50,000 in Earnings (for theatrical motion pictures starting in 2006 and later) will be allocated to the Supplemental Plan on behalf of the director in the second year of employment. Employee contributions are made equal to 2.5% of this amount.

Employment that falls under the Multi-Year Rule should be designated as such on the director's deal memo.

## Special Supplemental Plan Rules for Participants in the Uniformed Services

If a Participant is within one year before serving in the Uniformed Services, and performs work under a DGA Collective Bargaining Agreement within one year of returning from Uniformed Service, that Participant will be credited with contributions based upon Earnings for the period in which she or he participated in Uniformed Services, up to five years. Accrual of Earnings is determined based on the Participant's Earnings during the 12-month period immediately preceding the period of Uniformed Service. For purposes of this calculation, any Earnings during Uniformed Service from residuals or re-use fees will not be used in this calculation unless that amount exceeded the amount of compensation calculated on the pre-12-month period.

The Participant may make up his or her Employee contributions upon returning to DGA-covered work, and has up to three times the period of Uniformed Service to make up the amount, not to exceed five years. The Participant is not entitled to investment gains or losses that accrued during the period or periods of Uniformed Service.

For assistance in determining whether service provided is considered Uniformed Services under the Pension Plan, please contact the Pension Plan Office.

A Participant who dies while serving in the Uniformed Services on or after January 1, 2007 shall receive the same vesting and survivorship rights as he or she would have received if he or she had resumed employment with an Employer the day before his or her death.

# Rollovers into the Supplemental Plan

The Supplemental Plan accepts contributions from other eligible retirement plan accounts. These contributions are called "Rollovers." Participants eligible to receive a lump sum benefit from the Basic Plan can move those monies directly into their Supplemental Plan account, rather than move the funds to an outside financial institution.

Rollovers into the Supplemental Plan will be invested with all other Supplemental Plan assets by the Plan's professional investment managers, overseen by the Finance Committee of the Board of Trustees. As such, Participants will not be charged any fees for the investment of their Rollovers, but will not be able to self-direct their investments.

Amounts rolled over into the Supplemental Plan are eligible for Partial Withdrawals.

Partial Withdrawals provide the greatest amount of flexibility to Supplemental Plan account benefits. Participants may choose to take a partial withdrawal of rolled over funds any time they choose, leaving the balance of their account invested in the Supplemental Plan.

Partial Withdrawals are subject to the following distribution rules:

- Recurring payments may be set to occur on a monthly, quarterly or semi-annual basis;
- $5,000 minimum for one-time, non-recurring payments as well as quarterly and semi-annual payments;
- Limit of a single one-time payment per quarter;
- $2,000 minimum for monthly payments.

## Individuals Eligible for Rollover

The ability to roll over monies into the Supplemental Benefit Plan is limited to Participants who have not taken a Withdrawal prior to vesting and surviving Spouses.

The Supplemental Benefit Plan will not accept Rollovers on behalf of surviving Same Sex Domestic Partners, alternate payees and non-Spouse Beneficiaries.

## Eligible Accounts

Rollovers are accepted from:

- IRAs;
- 401(k) plans;
- 403(b) plans;

- 457 plans; and
- any qualified plans described in IRS Code Section 401(a).

Rollovers are not accepted from Roth IRAs and Roth 401(k) plans.

When an application for a Rollover is received, the Plan will require documentation that demonstrates the funds are coming from a qualified Plan. However, eligible Participants and surviving Spouses will be ultimately responsible for ensuring the monies being transferred into their Supplemental Plan account are eligible for rollover.

Any tax penalties will be the responsibility of the Participant or surviving Spouse rolling over monies into the Supplemental Plan account.

## Rollover Limits

There are no limits (either minimum or maximum) on the amount that can be rolled over into the Supplemental Plan. All incoming Rollovers will be fully vested at all times.

## Income or Loss on Rolled Over Amounts

Rollovers into the Supplemental Plan will begin earning investment income or loss the month following the month in which the Plan office determines that the Rollover is an eligible rollover contribution (*e.g.,* if the rollover is determined to be eligible in January, the rollover monies will begin earning investment returns starting on February 1). If the Plan office is unable to determine the Rollover is eligible within 30 days of receipt, the payment will be returned.

## Distribution Rules and Limitations

Any Rollovers in a Supplemental Plan account will be subject to the same distribution rules as all other monies in the account. This includes the eligibility age for distributions, disability rules and early distribution limitations.

Once a Rollover is accepted from a Participant, the monies will not be eligible for payment until the account holder attains the eligibility requirements for the portion of their Supplemental Plan account attributable to Employee and Employer Contributions.

For example, the rollover funds in the individual account of a 40-year-old vested Participant will not be eligible for distribution until the Participant attains age 60, is disabled, or dies. Once a Rollover is accepted from a surviving Spouse, he or she must meet the same distribution rules for the Surviving Spouse's rollover balance. For example, the funds in the individual account of a 50-year-old Surviving Spouse's individual account will not be eligible for distribution until the surviving Spouse attains age 60, is disabled or dies. However, the surviving Spouse can take a distribution of the balance of the Participant's account, including the Participant's rollover funds, prior to age 60.

Rollovers will also be subject to the Supplemental Plan's Required Beginning Date and Minimum Required Distribution rules.  Rollovers submitted by an unvested Participant will be fully paid out along with any Withdrawal Prior to Vesting.

# Payment Options

## Individual Accounts Valued $5,000 or less

If the value of a Participant's Individual Account is $5,000 or less, it will automatically be paid as a lump sum.

## Individual Accounts Valued over $5,000

If the value of a Participant's Individual Account is over $5,000 and he or she is eligible for a Normal Pension or Disability Pension, he or she may elect to receive his or her Supplemental Plan benefit as:

- a series of partial distributions;
- a lump sum, or;
- a monthly annuity purchased through an outside annuity provider.

## Optional Forms of Payment

The Supplemental Plan offers several optional forms of payment to qualified Participants. They are:

- Partial Distributions;
- Joint & Survivor options (100%, 75% and 50%);
- Ten-Year Certain and Life;
- Lump Sum; and
- 50% Lump Sum/ Annuity Combination

The Joint & Survivor payment options, similar to the Participant and Partner Pension payment option, feature a corresponding adjustment in the pension amount, depending on the Contingent Annuitant's age, as they involve payment of benefits over the lifetimes of two payees.

The Contingent Annuitant may not be changed after the Effective Date of the pension featuring a Joint & Survivor payment option.

If any of a Participant's Supplemental Plan benefit is paid as a monthly annuity, the Plan will use that portion of the Participant's account to purchase an annuity from an insurance company. From that time forward, all of those benefits are the responsibility of the insurance company.

## Partial Distributions

A Partial Distribution retirement benefit is available if the Participant:

- is vested in the Supplemental Plan;
- is eligible to retire from the Supplemental Plan; and
- has an account balance of at least $5,000.

Participants that select the Partial Distribution option have several payment options:

- A minimum distribution of $5,000, no more than one payment per calendar quarter;
- A monthly election of a set amount (minimum of $2,000). This election may be changed once per calendar year;
- A quarterly election (minimum of $5,000) payable on January 15, April 15, July 15, and October 15. This election may be changed once per calendar quarter; and
- A semi-annual election (minimum of $5,000), no more than one payment per calendar quarter payable on the 15th of a month (*i.e.*, One payment in March and another in November). This election may be changed once every six months.

The partial payments will be pro-rated across the taxable balance in a Participant's account (including Employer Contributions, incoming pre-tax rollovers, and all income), and the non-taxable balance in his or her account (including Employee Contributions, and incoming post-tax rollover contributions). A Participant cannot elect a Partial Distribution of only the non-taxable monies in his or her account.

If a Participant elects a Partial Distribution option and he or she has reached their Required Beginning Date, the amount of his or her Partial Distribution must be equal to or greater than the Minimum Required Distribution.

## Lump Sum

A Participant may elect to receive his or her Supplemental Plan benefit in the form of a lump sum payment. The lump sum payment will be equal to the amount in the Participant's Individual Account as of the most recent Valuation Date.

The Participant may elect to receive 50% of his or her Individual Account as a lump sum with the remaining 50% used to purchase one of the following annuity options.

## Monthly Annuities

Participants purchasing an annuity directly through the Pension Plans have the following options:

- Single Life Annuity;
- Participant & Partner;
- 100% Joint & Survivor annuity;
- 75% Joint & Survivor annuity;
- 50% Joint & Survivor annuity; or

- Ten-Year Certain & Life annuity.

The amounts payable for annuities are actuarially determined by the insurance company based on:

- the amount in the Individual Account;
- the Participant's age;
- the age of any designated Contingent Annuitant; and
- the prevailing interest rates as determined by the insurance company.

### Annuity Options with Cash Refund

This payment option is a variation of the Single Life Annuity payment option or the Joint & Survivor payment options.

With the cash refund option, the amount used to purchase the annuity, less the total amount of monthly payments received, is paid in a lump sum to the Participant's designated Beneficiary.

For example, if a Participant purchased a Single Life Annuity for $100,000, then received a total of $95,000 in monthly payments prior to death, a cash refund of $5,000 would be paid to the Participant's Beneficiary.

In the case of a Single Life Annuity payment option with a cash refund, the cash refund of the remaining installment payments would be paid upon the death of the Participant.

In the case of a Joint & Survivor payment option with a cash refund, the cash refund of any remaining installment payments would be paid after both the Participant and the Contingent Annuitant die. If the Contingent Annuitant dies prior to the Participant, the cash refund feature would be in effect at the Participant's death.

The Beneficiary designation filed with the insurance company will determine who receives the cash refund.

## Payments After the Death of the Participant (Death Benefits)

Certain benefits may be payable to a Participant's Spouse, Same Sex Domestic Partner or designated Beneficiary when the Participant dies. Please contact the Plan office to notify us of the participant's death. In all cases, if the lump sum value of a death benefit is $5,000 or less, the death benefit will be paid as a lump sum.

Death benefits are determined based on the following criteria:

- whether death occurs pre- or post-retirement;
- marital status;
- vesting status; and
- the pension benefit elected.

Contributions received after the Participant's death are distributable to the designated Beneficiary upon written request once per calendar year. Surviving Spouses and Same Sex Domestic Partners may also qualify for a Partial Distribution subject to the Partial Distribution payment schedule.

Please refer to the Application for Death Benefits section that begins on page 43 for details on applying for death benefits.

## Post-Retirement Death Benefits

Post-retirement death benefits are based on the retirement option the participant elected.

If a Participant elected to receive a Partial Distribution of funds from his or her Individual Account, the amount remaining in such Participant's account is known as the "Partial Share." A Spouse or Same Sex Domestic Partner cannot elect to receive the Partial Share in the form of an annuity of any kind.

If the Participant elected a retirement option featuring a Contingent Annuitant, upon the death of the Participant, the Contingent Annuitant must notify the insurance company of the death of the Participant and provide a certified copy of the death certificate. Depending on the annuity benefit purchased, a survivor benefit may or may not be available. Please contact the insurance company for more information.

### Joint & Survivor

The benefit is payable for the lifetime of the Contingent Annuitant named at retirement, commencing the first of the month following the month of the Participant's death.

### Ten-Year Certain & Life Annuity

If fewer than 120 payments were made to the Participant prior to death, the remaining monthly payments will be paid to the named beneficiaries.

### Single Life Annuity

If a Single Life Annuity payment option was elected, no death benefits are payable.

### Lump Sum

If the Participant elected a full distribution at retirement, it is likely no death benefits are payable. However, the Beneficiary should notify the Plan Office of the death of the Participant. There may be a death benefit, if there is any remaining account balance due to post-retirement contributions.

A Spouse or Same Sex Domestic Partner may elect to take partial withdrawals from the amount remaining in the Participant's account. The Spouse or Same Sex Domestic Partner may also elect to withdraw the entire amount. If the Beneficiary is not a Spouse or Same Sex Domestic Partner, the balance in the Participant's account will be paid as a lump sum.

### Partial Distributions

If the Participant elected a Partial Distribution at retirement, the Beneficiary/Beneficiaries are entitled to the remaining balance in the Participant's Individual Account. If the Beneficiary is the Participant's Spouse or Same Sex Domestic Partner, such Beneficiary may elect to receive the remaining account balance as a partial distribution that is at least as great as the Minimum Required Distribution. If no election is made, the remaining balance will be paid in the form of a Minimum Required Distribution. All other Beneficiaries will receive a lump sum distribution.

### Combination Annuity/Cash Refund

Upon notification of death, the insurance company will determine if there is any Cash Refund due.

## Pre-Retirement Death Benefits

Certain benefits may be payable to a Participant's Spouse, Same Sex Domestic Partner or designated Beneficiary.

In all cases, if the amount in the Participant's Individual Account is $5,000 or less, the death benefit will be paid as a lump sum.

### For Unmarried Participants or For Participants Married or in a Same Sex Domestic Partnership for Less than 12 Months

If the Participant dies prior to retirement, the designated Beneficiary will receive a lump sum benefit equal to the amount of the Individual Account on the most recent Valuation Date.

### For Participants Who are Married or in a Same Sex Domestic Partnership for 12 or More Months

When a Participant who is married or in a Same Sex Domestic Partnership for 12 or more months dies prior to retirement, the amount in the Participant's Individual Account on the Valuation Date is paid to the Participant's surviving Spouse or surviving Same Sex Domestic Partner. This amount can be:

- paid out as one of the Partial Distribution options to the Spouse or Same Sex Domestic Partner;
- paid out in a lump sum payment to the Spouse or Same Sex Domestic Partner;
- split in half, with 50% being paid out as a lump sum to the Spouse or Same Sex Domestic Partner and 50% being used to purchase an annuity that will provide monthly benefits for the lifetime of the Spouse or Same Sex Domestic Partner; or
- used to purchase an annuity (unless the amount is a Partial Share as described above) which will provide monthly benefits for the lifetime of the Spouse or Same Sex Domestic Partner.

For the purpose of obtaining pre-retirement death benefits, a Participant's surviving Spouse or Same Sex Domestic Partner must provide evidence that is satisfactory to the Plan that he or she was the Participant's lawful Spouse or Same Sex Domestic Partner for at least 12 consecutive months prior to the Participant's death.

The Participant and Spouse or Same Sex Domestic Partner may, before the Participant's death, direct that the death benefit be paid to a Beneficiary other than the Spouse or Same Sex Domestic Parther. If payment is made to a Beneficiary other than the Spouse or Same Sex Domestic Partner, the Beneficiary will receive a lump sum benefit equal to the amount of the Individual Account on the most recent Valuation Date.

If no Beneficiary is designated, or if all designated Beneficiaries die before a Participant, or the designated Beneficiary survives the Participant but dies prior to receipt of any benefits, the amount in the Participant's Individual Account will be distributed in accordance with the succession listed in the Designate a Beneficiary section that begins on page 51.

# Withdrawal Prior to Vesting

Only non-vested Participants may withdraw funds from the Supplemental Plan prior to age 60.

If a Participant is not vested in accordance with the vesting criteria in the Vesting section that begins on page 27, she or he may withdraw her or his Employee Contributions and the related Earnings.

To be eligible for a Withdrawal benefit, the Participant must have withdrawn from Suspendible Service (as defined in the  section that begins on page 21) for at least six months immediately preceding the date of payment of a Withdrawal benefit.

If a Participant takes a Withdrawal benefit, the value of his or her Individual Account related to Employer Contributions will be forfeited and will be used to offset the expenses of the Plan.

If, after taking a Withdrawal benefit, a Participant subsequently returns to Covered Employment, she or he can restore the forfeited amounts by repaying the entire Withdrawal benefit within the earlier of:

- five years from the date of return to Covered Employment; or
- the end of five consecutive Break in Service Years commencing after the Withdrawal.

A Participant can restore the forfeited contributions and income that were in her or his Individual Account before they were withdrawn. However, a Participant is not entitled to any earnings that his or her Individual Account would have earned in the period between the Withdrawal and reinstatement.

When a Participant withdraws from the Supplemental Plan, she or he loses all Employer Contributions and related investment earnings in his or her account. In addition, the earnings in the employee portion of the Participant's Individual Account are taxable and he or she may be subject to an additional tax penalty.

# General Provisions

## Application for Benefits

### Applying for Benefits

If you are eligible for benefits from both the Basic and Supplemental Plans, you can choose to retire from each Plan at the same time or at different times.

The first step in the process for receiving benefits from either Pension Plan is to request a pension application from the Plan Office.

Your request for a retirement application must be made in writing and must be submitted at least 60 days prior to your intended retirement date.

For your convenience, a Retirement Application Request Form is available on **dgaplans.org**. Alternatively, you may submit your own written request to the Plan Office. All requests for a retirement application, must include the following:

- Your name;
- The last 4 digits of your Social Security number or the Pension Plan ID number (located on your Pension Plan Annual Statement);
- Your date of birth;
- The date on which you would like your benefits to commence (the date must be the first day of a month);
- The Pension Plan(s) from which you wish to retire (Basic, Supplemental or both);
- The name of your Spouse, Same Sex Domestic Partner or intended Contingent Annuitant;
- The Social Security number of your Spouse, Same Sex Domestic Partner or intended Contingent Annuitant;
- The date of birth of your Spouse, Same Sex Domestic Partner or intended Contingent Annuitant; and
- If you are applying for a Disability Pension.

### Completing Your Pension Application

After the Plan Office receives your request for a retirement application, the Plan Office will send you a retirement package. The retirement package includes several forms that must be completed and notarized before benefits are paid.

You must also provide various documents in order to complete the application process, including:

- Proof of your birth date (the Plan Office accepts various forms of proof, including passports and birth certificates);
- Proof of birth date for your Spouse, Same Sex Domestic Partner or designated Contingent Annuitant;
- Proof of marriage;
- Proof of Same Sex Domestic Partnership (including a signed affidavit and other documentation supporting financial interdependence and intent by both partners that the relationship be permanent);
- Proof of divorce;
- Information regarding any other retirement plans in which you participate;
- If you are applying for a Disability Pension, the Notice of Award from the Social Security Administration stating that you are entitled to a disability benefit in connection with the Social Security Administration Retirement, Survivors and Disability Insurance; and
- Financial institution information (for direct deposit of monthly benefits, wire transfers, rollover into an IRA, etc.).

Failure to provide complete information, or providing false information, may lead to denial or suspension of your benefits.

## Application Deadlines

### Basic Plan Applications

After you have requested and received an application for retirement from the Plan office, the Plan Office must receive your completed application by the 15th of the month prior to your intended Effective Date. Payment will be made on or about the first of the month.

Late applications will not be processed until the following month and will, therefore, cause your Effective Date to be delayed by a month.

### Supplemental Plan Applications

The Plan Office must receive your completed application by the last business day of the month prior to your intended Effective Date. Payment will be made on or about the 15th of the month.

Late applications will not be processed until the following month and will, therefore, cause your Effective Date to be delayed by a month.

# Rollover Distributions and Tax Withholding

In general, all distributions, except for Employee Contributions from the Supplemental Plan, are considered taxable income.

Employee contributions are not taxable at the time of distribution because tax was paid on those amounts prior to being contributed to the Supplemental Plan.

If you or your surviving Spouse elect to receive a lump sum payment from the Basic or Supplemental Plan, you or your surviving Spouse can transfer the lump sum to another Eligible Retirement Plan in a direct rollover. In this case, the lump sum amount will not be considered taxable income. You can elect to rollover your Basic Plan distribution into the Supplemental Plan. Any portion of a lump sum payment from the Basic Plan or Supplemental Plan made to satisfy the Required Minimum Distribution rules is not eligible for roll over.

If you have a non-Spouse beneficiary who elects to receive a lump sum payment from the Basic or Supplemental Plan, your non-Spouse beneficiary may transfer the lump sum to an inherited IRA in a direct rollover.

If you do not elect a direct rollover, your rollover eligible taxable distributions will be subject to a 20% mandatory federal tax withholding (and a 2% California state tax withholding for California residents). For non-rollover eligible Required Minimum Distributions, you may make an election regarding your federal and state tax withholding. If you fail to make an election, your non-rollover eligible Required Minimum Distributions will be subject to a 10% mandatory federal tax withholding (and a 1% California state tax withholding for California residents).

If you elect to receive monthly pension payments, you may elect whether or not to have the Plan Office automatically withhold your tax.

More information about rollovers and tax withholding will be available when you retire.

# Pension Effective Date

With the exception of a Disability Pension from the Basic Plan, pension benefits are effective on the first day of the month after the month in which a completed pension application is filed with the Plan Office, assuming that a completed pension application was received by the required deadline. A retirement application is not considered complete until the Plan Office has received all required information with the appropriate signatures (several of which must be notarized).

A Disability Pension from the Basic Plan will be effective on the first day of the month following receipt of the completed pension application (including the Notice of Award from Social Security). However, benefits will only become effective on the date that the Social Security Disability Benefits become effective, provided that the retirement application and the Notice of Award are filed with the Plan Office within 90 days after the Participant receives the Notice of Award. In no event will the Effective Date of the Disability Pension be prior to:

- the Effective Date of the Social Security Disability Benefits; or
- the sixth month of the disability.

The Plan office must receive the completed application by the required deadline preceding a Participant's intended Effective Date. Late applications will not be processed until the following month and will, therefore, cause the Effective Date to be delayed by a month.

Federal law requires that pension payments start no later than the Required Beginning Date. If benefits do not commence by this date, you may be subject to a 50% excise tax. If you do not apply for benefits from the Basic Plan before your Required Beginning Date, the Plan is required to commence benefits payable in the normal form for married or non-married Participants. If you do not apply for benefits from the Supplemental Plan before your Required Beginning Date, the Plan is required to commence benefits payable in the form of a Required Minimum Distribution.  Different default payment options apply to Beneficiaries under the Supplemental Plan.

# Application for Death Benefits

To receive death benefits from the Plans, the surviving Spouse, surviving Same Sex Domestic Partner or other designated Beneficiary must contact the Plan Office and provide a certified copy of the Participant's death certificate.

Upon receipt of the certified death certificate, the Plan Office will send forms for the Beneficiary to complete. In the case of five-year vesting for the Basic Plan, death benefits are deferred to the date on which the Participant would have turned age 65. Beneficiaries must contact the Plan Office at that time.

## Application for Benefits Assigned Under a Qualified Domestic Relations Order

A Qualified Domestic Relations Order (QDRO) is a court order naming the Plans and stipulating that a specified amount or specified percentage of a Participant's retirement benefit is payable to a former Spouse.

In general, any court order requiring payment to an ex-Spouse will not be honored unless the order is a QDRO. In order to be deemed acceptable by the Plan Office, a QDRO must:

- Be filed with the courts;
- Be filed with the Plan Office;
- Comply with the rules of the Plans;
- Comply with the requirements of the Internal Revenue Code; and
- Comply with the requirements of the Employment Retirement Income Security Act of 1974 (ERISA).

To assist Participants and their attorneys in submitting an acceptable QDRO, model QDRO language, and a copy of the Plans' QDRO procedures are available from the Plan Office free of charge.

Although the Plan Office strongly encourages use of the model QDRO, benefits will be paid in accordance with the provisions of any accepted QDRO.

Domestic Relations Orders submitted on behalf of Same Sex Domestic Partners will not be accepted.

# Application for Credited Service

If you believe that you have not been properly credited for Earnings or service, you may request a Credited Service Application.

The Plan will not consider work prior to January 1, 1974.

The completed Credited Service Application must be accompanied by specific documentation substantiating that Covered Employment was performed and that compensation was paid for such employment. For more information, please contact the Plan Office.

# Contributions

The Pension Plans are funded by contributions made by both Employers and Participants.

When a Participant works in DGA-covered employment:

- 5.5% of the Participant's Covered Earnings, up to certain maximums, is contributed by the Employer; and
- 2.5% of the Participant's Covered Earnings is contributed directly by the Participant.

60% of the Employer Contributions (or 3.3% of Covered Earnings) on the first $150,000 in Covered Earnings is contributed to the Basic Plan. In addition, the Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets.

40% of the Employer Contributions (or 2.2% of Covered Earnings) on the first $150,000 in Covered Earnings is contributed to the Supplemental Plan. 100% of the Employer Contributions (or 5.5% of Covered Earnings) on Covered Earnings in excess of $150,000 (up to certain limits) is also contributed to the Supplemental Plan.

100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits).

The $150,000 Earnings limit mentioned in this section refers to total Covered Earnings received by the Participant from all Employers in a calendar year.

If an Employer fails to make Employer Contributions in connection with reportable Earnings on your behalf and you do not make Employee Contributions on those reportable Earnings, you will not be able to obtain Supplemental Plan benefits attributable to the missing Employer Contributions. Please note that if you do make Employee Contributions on the missing reportable Earnings, you will not receive any retroactive investment earnings on the Employee Contributions.

For further details on reportable compensation, please refer to the DGA Collective Bargaining Agreements.

# Limitations

Federal law limits the amount of:

- Earnings;
- contributions; and
- retirement benefits.

Code Section 401(a)(17) limits the amount of Earnings on which benefits are based.

Code Section 415 limits the amount of benefits payable from a defined benefit Plan (such as the Basic Plan) and the amount of contributions allocated to a defined contribution Plan (such as the Supplemental Plan).

In order to comply with Code Sections 401(a)(17) and 415, a separate corporation called DGA-Producers Pension and Health Plans, Inc. (Inc.) has been formed to receive contributions before they are distributed to the Basic or Supplemental Plans.

Code Sections 401(a)(17) and 415 are briefly summarized in this section. For more information, you should consult a tax advisor or the administrator of any other Pension Plans in which you participate.

## Section 401(a)(17) Limitations

The IRS limits the amount of Earnings that can be used for determining contributions into or benefits from a Pension Plan. This limit is referred to as the 401(a)(17) limit.

Specifically, contributions or benefits cannot be based on calendar year Earnings in excess of the 401(a)(17) limit. The 401(a)(17) is applicable on a per-Employer basis and is periodically indexed by the IRS for inflation.

The Basic Plan does not accept contributions based on Earnings in excess of $150,000, which is typically less than the 401(a)(17) limit. As a result, your Basic Plan benefit will not exceed the 401(a)(17) limit.

The Supplemental Plan accepts (and requires) contributions on all Covered Earnings. When Covered Earnings exceed the 401(a)(17) limit, they are separated out and treated as described below.

### Employee Contributions

Employee contributions based on Earnings in excess of the 401(a)(17) limit are returned to the Participant on a quarterly basis from Inc.

### Employer Contributions

Employer Contributions based on Earnings in excess of the 401(a)(17) limit are held by Inc. until November of each year. At that time, it is expected, but not required, that the Board of Trustees will amend the Supplemental Plan to provide that the Participant’s Individual Account will be credited with an additional allocation of Employer Contributions.

Subject to the Code Section 415 limits (described in the next section), the additional allocation of Employer Contributions expected to be set forth in the amendment each year is generally equal to the amount of contributions received in excess of the 401(a)(17) limit, plus net interest earned while being held by Inc.

If the Board of Trustees does not amend the Supplemental Plan as described in this section, the excess Employer Contributions will be returned to the Participant (net of applicable taxes and expenses) in accordance with the Collective Bargaining Agreements.

This change to the Supplemental Plan was made effective January 1, 1999 and has been approved by the Internal Revenue Service.

# Section 415 Limitations

The IRS limits:

- the maximum amount of benefit payable from the Basic Plan each year; and
- the maximum amount of contributions that can be contributed to the Supplemental Plan each year.

These limits are referred to as the 415 limits.

## Limitations to the Basic Plan

The annual benefit to a Participant retiring at Social Security Normal Retirement Age cannot exceed the Section 415 compensation limit. This limit is periodically indexed by the IRS.

The 415 limit is lower if retirement is prior to age 62 or if a payment option other than Single Life Annuity or Joint and Survivor (with the Participant's legal Spouse as the Contingent Annuitant) is elected. The 415 limit is higher if retirement is subsequent to age 65.

As of January 1, 2015, the maximum age 65 monthly benefit from the Basic Plan is $5,500, or $66,000 annually, which is well below the 415 limit.

## Limitations to the Supplemental Plan

Contributions made into a defined contribution Plan are limited under Section 415 in two ways:

- Annual contributions cannot exceed the Section 415 contribution limit; and
- Annual contributions cannot exceed 100% of the Participant's compensation.

The maximum contribution amount allowable into the Supplemental Plan, including amounts that may be added in the Supplemental Plan amendment (see the previous section, Section 401(a)(17) Limitations), is limited by the 415 limits.

Any Employee Contributions in excess of the limits will be returned directly to the Participant.

Please note that limitations are separate for multiemployer Plans like the DGA-Producer Pension Plans. This means that contributions and benefits relating to the same Employer, but contributed or accrued with another multiemployer Plan, do not have to be combined. For example, a benefit from the DGA-Producer Pension Plans and a benefit from the Producer - Writers Guild of America Pension Plan are treated separately, even if the accrued benefits are due to employment with the same Employer.

Limitations must be combined for different Plans (except for multiemployer Plans) sponsored by the same Employer. For example, if you have a loan-out plan, contributions into that plan plus contributions into the DGA-Producer Pension Plans cannot exceed the limits. In addition, the law states that the non-multiemployer plan is responsible for cut back benefits or contributions in the event that combining the plans would exceed the limits. An exception to this rule is if the Plan has been terminated, in which case the DGA–Producer Pension Plans are responsible to cut back your DGA pension benefits at retirement.

At retirement, the Plan Office sends Participants a Section 415 questionnaire to complete.

This questionnaire is concerned with your participation in any other qualified defined benefit, money purchase, profit sharing, 401(k) or stock bonus plan sponsored by an Employer which contributes, directly or indirectly, to the DGA–Producer Pension Plans. If the "per Employer limitation" violation is discovered at retirement, your non-DGA Pension Plan must adjust the pension benefit that you are to receive from them. If that plan has been terminated, your benefits under the DGA-Producer Pension Plans may be reduced to ensure compliance with the 415 limits. If your outside pension plan is still in existence, even if you took a distribution from that plan, that plan is responsible for correcting any benefits paid to you above the IRS limits.

# Other Limitations

## Overpayments

If, for any reason, the Plans have made payments to you or any other person on your behalf that exceed the amount that should have been paid, the Trustees may take all actions they determine are legally necessary and appropriate to recover the overpayment. Such actions may include reduction of future payments or requiring the recipient of the overpayment to repay the overpayment. The repayment of overpaid benefits may include any interest or adjustments as deemed appropriate by the Trustees.

If the Trustees determine the overpayment is the result of erroneously reported contributions by an Employer or other Employer action, both you and the Employer may be liable for the overpayment, including interest, audit and attorney's fees.

## Non-Alienation

No Participant or Beneficiary shall have the right to assign or transfer any benefits or interest in the Plans.

Plans' assets are not liable for any debts of the Participant or any Beneficiary. The only exceptions are for QDROs, enforceable IRS levies and certain other exceptions provided by law.

## Incapacitated Persons

If the Trustees determine that a person is unable to care for his or her own affairs because of mental or physical incapacity, the payment may be applied in the discretion of the Trustees to such person as the Trustees find to be an object of the natural bounty of such person. Payments to minors will be made to the legal guardian or custodian of the minor.

## Limits on Liability

No Participant or other Beneficiary shall have any right, title or interest to any income or principal held by the Plans.

Nothing in the Plan imposes any obligation on the Employers to contribute beyond the obligation as set forth in the Collective Bargaining Agreements.

There is no liability on the Trustees, individually or collectively, or the DGA to provide benefits established by the Plans if the Plans do not have assets to pay for them.

## Other Limits

The Plans contain a wide variety of other complex rules and limits to comply with the tax laws and ERISA.

No benefits will be paid in violation of these limits.

# Appeals

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 fewer 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:
    - Are not providing you or any Claimant with a benefit;
    - Have denied you or any Claimant a claim or a benefit, that you or any Claimant otherwise expected to receive; or
    - Refuse or fail 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:
    - Are 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
    - Are 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 dependents 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**
**5055 Wilshire Blvd**
**Suite 600**
**Los Angeles, California 90036**
**Fax: (323) 653-3560**

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.

# Things For You To Do

## Let Us Know Where You Are

Keep the Plan Office informed of any change in your contact information (including phone numbers, mailing addresses and e-mail addresses) to ensure that you receive all of our communications, including important changes that may affect your benefits.

Our address and telephone numbers are:

**DGA-Producer Pension Plans**
**5055 Wilshire Blvd**
**Suite 600**
**Los Angeles, California 90036**
**www.dgaplans.org**
**(323) 866-2200**
**(877) 866-2200**
**Facsimile: (323) 653-3560**

## Designate a Beneficiary

To ensure that your benefits are paid to the individuals you have chosen, you should complete a Beneficiary Designation Form and file it with the Plan Office.

To change your Beneficiary designation, you must file a new form.

The Beneficiary Designation Form is available from the Plans' website, **dgaplans.org**. You may also call the Plan Office and request that a copy of the form be mailed to you.

The Beneficiary Designation Form includes provisions for multiple primary and secondary Beneficiaries.

Benefits will be paid to secondary Beneficiaries only if all of the primary Beneficiaries are deceased. For example, if you name two primary Beneficiaries and one of them dies before you do, the other primary Beneficiary will receive the entire benefit. No benefit will be paid to any of the secondary Beneficiaries.

You may choose a person, estate, organization or trust as your Beneficiary. For married Participants, your Spouse will automatically be your Beneficiary unless you and your Spouse select another Beneficiary and your Spouse signs a notarized waiver. You are not required to obtain a waiver in order to designate a Beneficiary other than your Same Sex Domestic Partner.

For an individual designated as a Beneficiary, you must provide the individual's Social Security number.

For an organization (such as a charity) designated as a Beneficiary, you must provide:

- the organization's name;
- the organization's address; and
- the telephone number of the contact person or department at the organization.

When a trust is designated as a Beneficiary:

- The trust must be valid under state law (or would be but for the fact that there is no corpus); and
- The Trustees of the trust must be identifiable.

A new Beneficiary designation will not change the Contingent Annuitant for any Joint & Survivor payment option that you may have chosen at retirement. For example, if you elected a Joint & Survivor payment option, the Contingent Annuitant named at the time of your retirement will remain the Contingent Annuitant. If you elected a Ten-Year Certain & Life payment option, you may change your designated Beneficiary, but you should notify the Plan Office (or the insurance company paying the annuity for the Supplemental Plan) separately.

If the Plan Office does not have a completed Beneficiary Designation Form from you, or if all of the designated Beneficiaries predecease you, or if the designated Beneficiaries survive you but die prior to receipt of all benefits, then benefits will be paid in the following order:

- the Participant's surviving Spouse or surviving Same Sex Domestic Partner, provided that the Spouse or Same Sex Domestic Partner was the Participant's Spouse or Same Sex Domestic Partner for at least 12 consecutive months prior to the Participant's death;
- the duly appointed and currently acting personal representative of the Participant's estate for the benefit of the estate.

If there is no personal representative duly appointed within 90 days after the death of the Participant (or 180 days in certain situations) and the Participant had a will, benefits shall be paid to the persons who can demonstrate, to the Trustees' satisfaction, that they are entitled to the benefits in accordance with the will or other documents cross-referenced in the will.

If there is no personal representative duly appointed within 90 days after the death of the Participant (or 180 days in certain situations) and the Participant died intestate, benefits shall be payable in the following order:

- surviving children (including by right of representation the issue of any deceased child or children);
- surviving grandchildren;
- surviving parents;
- surviving brothers and sisters;
- such other person as may be chosen in the discretion of the Trustees.

## Notify the Plan Office if Your Family Status Changes

Inform the Plan Office of any changes in your family status such as:

- marriage;
- birth of a child;
- death of a Spouse or Same Sex Domestic Partner; or
- divorce.

## Keep Your Records

The accuracy and completeness of your Covered Employment records are an important factor in determining your eligibility for and the amount of your retirement benefits.

You can protect yourself by carefully checking the quarterly and annual statements you receive from the Plan Office as well as any work records you receive from your Employers (*e.g.*, pay vouchers, check stubs and other evidence of employment).

If you discover that you have not received proper credit for Covered Employment or if your quarterly or annual statement appears to be incorrect, contact the Contributions and Collections Department at the Plan Office as soon as possible.

**In the Los Angeles Area**
**(323) 866-2200**

**Toll-Free Outside Los Angeles**
**(877) 866-2200**

# ERISA Required Information

The following information is required by ERISA.

## Name of Plan

Directors Guild of America-Producer Pension Plans. There are two Plans: the Basic Benefit Plan and the Supplemental Benefit Plan.

## Type of Plan

Collectively Bargained, Jointly-Trusteed Labor-Management Pension Trust.

The Basic Plan is a defined benefit pension plan.

The Supplemental Plan is a defined contribution pension plan.

## Plan Administrator and Sponsor

The Chief Executive Officer ("CEO") of the Plan is the Plan Administrator. This means that the CEO is responsible for seeing that information regarding the Plans is reported to government agencies and disclosed to Plan Participants and Beneficiaries in accordance with the requirements of ERISA.

The address of the Plan Administrator is:

**Chief Executive Officer**
**DGA-Producer Pension Plans**
**5055 Wilshire Blvd**
**Suite 600**
**Los Angeles, California 90036**

## Name and Address of Board of Trustees

The Board of Trustees consists of an equal number of DGA and management representatives, selected by the DGA and Employers, in accordance with the Trust Agreement that relates to this Plan.

All of the Trustees should be addressed at:

**DGA-Producer Pension Plans**
**5055 Wilshire Blvd**
**Suite 600**
**Los Angeles, California 90036**
**(323) 866-2200**
**(877) 866-2200**

As of January 1, 2015, the DGA Trustees of this Plan are:

As of January 1, 2015, the Employer Trustees of this Plan are:



The Corporate Trustee, which has custody of the Plan's assets, is Mellon Bank.

**The Bank of New York Mellon**
**One Mellon Center**
**Pittsburgh, PA 15258**

## Internal Revenue Service Plan Identification Numbers and Plan Numbers

The Basic Plan's Employer Identification Number is 95-2892780. The Plan Number is 001.

The Supplemental Plan's Employer Identification Number is 95-6027308. The Plan number is 002.

## Agent for Service of Legal Process

The name and address of the agent designated for the service of legal process is:

**Chief Executive Officer**
**DGA-Producer Pension Plans**
**5055 Wilshire Blvd**
**Suite 600**
**Los Angeles, California 90036**

Legal process may also be served on a Plan Trustee at the address listed on the inside cover of this booklet.

## Plan Year

Since January 1, 1993, the Plan Year is the calendar year.

## Source of Contributions

Contributions to the Basic Plan are made by Employers in accordance with the Collective Bargaining Agreements.

Contributions to the Supplemental Plan are made by Participants as well as Employers in accordance with the Collective Bargaining Agreements.

The Plan Office will provide, upon written request, information as to whether a particular Employer is contributing to the Plans on your behalf.

The Collective Bargaining Agreements require contributions at a fixed percentage of income. Any contributions made to the Plans for services not covered under the Collective Bargaining Agreement or based on compensation in excess of what is appropriate according to the Bargaining Agreement may be refunded to the Employer and/or Employees. Any benefits derived from these erroneous contributions may be affected.

Benefits from the Basic Plan are provided from the assets that are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement and held in trust for the sole purpose of providing benefits to covered Participants and Beneficiaries and defraying administrative expenses.

Benefits from the Supplemental Plan are provided from the assets that are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement and held in a trust for the sole purpose of providing benefits to covered Participants and Beneficiaries and defraying administrative expenses.

## Plan Termination and Amendment

The collective bargaining parties and the Board of Trustees intend that these Plans continue indefinitely. However, the Board reserves the right, subject to the provisions of the Trust Agreement and Collective Bargaining Agreements, to terminate or amend the Basic Plan, the Supplemental Plan, or both, in its sole discretion.

If the Plans are terminated, you will be notified as soon as possible. You will be told the amount of benefits, if any, to which you will become entitled, with an explanation of any election you may have to make.

### Basic Plan

In the event of termination, your benefits in the Basic Plan are protected as follows:

The assets in the fund, after provision for administrative expenses, will be used to provide for all benefits accrued to the date of termination, whether those benefits are vested or not. All benefits accrued, to the extent funded, shall become 100% nonforfeitable. The Board of Trustees shall take such steps as are necessary to comply with ERISA's termination procedures.

Your pension benefits under the Basic Plan, which is a multiemployer plan, are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100% of the first $11 of the monthly benefit accrual rate and (2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC guarantee generally covers:

- normal and early retirement benefits;
- disability benefits if you become disabled before the plan terminates; and
- certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- benefits greater than the maximum guaranteed amount set by law;
- benefit increases and new benefits based on plan provisions that have been in place fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the date the plan becomes insolvent;
- benefits that are not vested because you have not worked long enough under the Plan;
- benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 800-736-2444 or 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 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 at www.pbgc.gov.

## Supplemental Plan

If the Supplemental Plan is terminated, you will be entitled to the full value of your Individual Account as of the termination date, whether or not you are vested. This amount will include the balance of your contributions and your Employers' contributions, plus or minus investment performance as of the termination date.

All assets in the Plan after payment of expenses properly charged to the Plan will be distributed according to the value of your Individual Account as of the termination date.

The benefits of the Supplemental Plan are not subject to insurance coverage by the PBGC.

# Rights and Protection Under ERISA

As a Participant in the Directors Guild of America - Producer Pension Plans, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the Plan administrator's office and at other specific locations, such as work sites and union halls, all documents governing the Plans, including insurance contracts and Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plans 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 Plans, including 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. The Plan administrator is required by law to furnish each Participant with a copy of this summary annual report ("SAR"). Along with this financial report, the Plan office will also provide you a notice of the funding status of the Basic Plan. Beginning in 2009, the requirement to provide you with a SAR for the Basic Plan has been replaced by an Annual Funding Notice.

- Obtain a statement telling you whether you are entitled to receive a pension at Normal Retirement Age and if so, what your benefits would be at Normal Retirement Age if you were to stop working under the Plans now. If you do not have a right to a pension, the statement will tell you how many more years you must have to work to get a right to a pension. This statement is not required to be given more than once every 12 months for the Supplemental Plan. The Basic Plan will provide you with such a statement at your written request. If you do not request a statement from the Basic Plan, you will be provided one at least once every three years. The statement will be provided free of charge.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the benefit Plans. The people who operate your Plans, called "fiduciaries", have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries.

No one, including your Employer, the Guild 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.

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 may take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file a suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a Qualified Domestic Relations Order you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plans' 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 frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator.

If you have questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed at www.dol.gov/ebsa, or in your telephone directory, or the:

**Division of Technical Assistance and Inquiries**
**Employee Benefits Security Administration**
**Office of Participant Assistance**
**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 EBSA.

# Glossary

### Beneficiary

A Beneficiary is a person (or persons) or entity (such as a trust) designated by a Participant to receive benefits in the event of a Participant's death.

### Beneficiary Designation Form

A Beneficiary Designation Form is a form from the Plan Office for Participants to select a person (or persons) or entity (such as a trust) to receive benefits in the event of the Participant's death.

### Break in Service

A Break in Service occurs in any Plan Year in which the Participant does not accrue at least seven Credited Service Months.

### Career Average Earnings

A Participant's Career Average Earnings are determined by adding the Participant's Earnings (for which contributions are required to be made) up to $150,000 for each Plan Year after December 24, 1960 in which the Participant earned at least one Credited Service Month and dividing that sum by the Participant's Credited Service Months in such Plan Years, then multiplying by 12.

### Collective Bargaining Agreement

The Collective Bargaining Agreement is the agreement or agreements in force and effect from time to time between the Directors Guild of America, Inc. and any Employer.

This booklet covers benefits for Collectively Bargained and Non-Collectively Bargained participants. There is an additional supplement for Non-Collectively Bargained participants, which includes individuals employed directly by the Director's Guild of America or the Directors Guild of America–Producer Pension and Health Plans.

### Contingent Annuitant

A Contingent Annuitant is a person, designated by a Participant, who is entitled to annuity payments commencing with the death of the Participant if the Participant elected a Joint & Survivor payment option.

### Covered Earnings

See Earnings

### Covered Employment

Covered Employment is work for which an Employer is required to contribute to the Plans in accordance with a Collective Bargaining Agreement.

## Credited Service Months

Credited Service Months are earned based on the amount of Earnings in Covered Employment during a Plan year and will vary depending upon the dates of such employment. Credited Service Months are used in the Basic Plan benefit calculations and in both the Basic & Supplemental Plans to determine vesting.

## Earnings

Earnings is defined as Earnings for which contributions are required to be made to the Plans in accordance with a DGA Collective Bargaining Agreement.

## Effective Date

The Effective Date is the date as of which a retirement benefit first becomes payable.

## Eligible Retirement Plan

An Eligible Retirement Plan is any of the following types of plans into which a direct rollover from the Plans may be made: qualified plan, IRA (including a Roth IRA), 403(b) plan, governmental 457 plan.

## Employee Contributions

Employee Contributions are after tax contributions paid to the Supplemental Plan by the Participant.

## Employer

An Employer is any entity bound by the DGA-Producer Pension Trust Agreement to, among other things, make contributions to the Pension Fund for Covered Employment.

Generally, only entities formed as corporations or Limited Liability Companies may make contributions for Covered Employment on behalf of individuals who are also principals of the Employer.

## Employer Contributions

Employer Contributions are pre-tax contributions paid to the Plans by the Employer.

## Individual Account

An Individual Account is an account maintained for each Participant in the Supplemental Plan. All eligible Employee Contributions are credited to this account as well as a portion of the Employer Contributions made on the Participant's behalf. On each Valuation Date, the account is also credited with the net investment gain or loss on a *pro rata* basis.

## Minimum Required Distribution

The Minimum Required Distribution is the minimum distribution payable in accordance with the Treasury regulations under Code Section 410(a)(9). The amount of the minimum distribution is determined separately under the Basic Plan and Supplemental Plan, and does not take into account any distributions an individual has received from any other retirement plan or individual retirement account.

## Normal Retirement Age

In the Basic Plan, Normal Retirement Age is defined as follows:

If the Participant is vested under either the Ten-Year Vesting rules or the Five-Year Vesting rules, Normal Retirement age is age 65.

If the Participant is not vested under either the Ten-Year Vesting rules or the Five-Year Vesting rules, Normal Retirement Age is the earlier of:

- the date the Participant becomes vested under either the Ten-Year Vesting rules or the Five-Year Vesting rules after attainment of age 65; or
- the date the Participant qualifies for an Anniversary Pension.

In the Supplemental Plan Normal Retirement Age, is age 60.

## Participant

A Participant is a person who meets the requirements for participation in the Pension Plans. For the Supplemental Plan, participation is the earliest date that a contribution is made to the Pension Fund with respect to Covered Employment. For the Basic Plan, participation is the first day of the Plan Year following the Plan Year in which he or she first earns a Credited Service Month.

## Permanent Break in Service

A Permanent Break in Service occurs if the number of Breaks in Service is greater than four, and equals or exceeds the number of a Participant's Plan Credit Years.

## Plan or Pension Plans

Plan or Pension Plans means both the Supplemental Plan and the Basic Plan, as summarized in this document, unless the context makes it clear that the reference is either to the Supplemental Plan or to the Basic Plan.

## Plan Credit Year

A Participant earns a Plan Credit Year when 12 Credited Service Months are earned in a Plan Year or when a Participant works at least 100 days in Covered Employment regardless of Covered Earnings.

## Plan Year

The Plan Year is the calendar year.

Prior to 1993, the Plan Year was a year that began on the Sunday before the last Thursday of a calendar year and ended on the Saturday before the last Thursday of the next succeeding calendar year.

## Qualified Domestic Relations Order

A Qualified Domestic Relations Order is a judgment, decree or order which meets certain requirements and provides that all or a portion of a Participant's benefit is to be paid to an alternate payee, typically the former Spouse of the Participant.

## Required Beginning Date

A Participant's Required Beginning Date is April 1 of the year following the calendar year in which the Participant reaches age 70½.

## Retirement

For the Basic Plan, after your Required Beginning Date, you will be considered Retired beginning the first of the month following your Required Beginning Date. Your Required Beginning Date is April 1 of the year following the calendar year in which you reach age 70 ½. For example, if you reach age 70 ½ on March 12, 2010, your Required Beginning Date is April 1, 2011. After your Required Beginning Date, you may be employed in any capacity and be considered retired. Before your Required Beginning Date, you will be considered Retired if you request a pension payment from the Basic Plan.

For the Supplemental Plan, you will be considered Retired if you request a pension payment from the Supplemental Plan.

### Same Sex Domestic Partner

A Same Sex Domestic Partner is an individual who is the same sex as the Participant and who (a) has submitted to the Plan an Affidavit of Domestic Partnership on a form provided by the Plan along with any required supporting documentation, and (b) meets the required criteria as set out in the Affidavit. No person shall be considered as Same Sex Domestic Partner prior to the time a properly completed Affidavit has been submitted to the Plan. The Participant's Same Sex Domestic Partnership shall terminate effective immediately if the Same Sex Domestic Partner no longer meets the required criteria as set out in the Affidavit.

Effective November 1, 2013, the Plan will not accept new Same Sex Domestic Partnerships from Participants who reside in a state that permits individuals of the same sex to marry.

Effective January 1, 2015, the Plan will not recognize Same Sex Domestic Partnerships for any purposes under the Plan for Participants who reside in a state that permits individuals of the same sex to marry. This change will not apply to Participants or Beneficiaries already in pay status as of December 31, 2014.

### Spouse

A Spouse is the individual who is legally married to the Participant on the Participant's Annuity Starting Date, as recognized under the laws of the state or jurisdiction in which the marriage was entered into.

### Suspendible Service

Suspendible Service is employment in the same industry, in the same trade or craft and in the same geographic area covered by the Plan.

For this purpose:

- The "same industry" means an industry covered by a Guild Collective Bargaining Agreement.
- The "same trade or craft" means an occupation in which the Participant was employed at any time under the coverage of the Plan, any occupation utilizing the same skill(s), and any self-employment or supervisory employment related to the same skill(s) as were involved in such occupation(s).

Suspendible Service does not include income from residual payments.

### Trustees

The Board of Trustees of the Plans (and its respective authorized agents) as established and constituted from time to time in accordance with the Trust Agreement.

### Uniformed Service(s)

Uniformed Service means service in the Uniformed Services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

## Valuation Date

For the Supplemental Plan, the Valuation Date is the date on which net investment gains or losses are credited to each Participant's Individual Account on a *pro rata* basis.

## Withdrawal Prior to Vesting

A Withdrawal Prior to Vesting is an option available to Participants in the Supplemental Plan who are not vested in the Employer portion of his or her Individual Account and who have withdrawn from all DGA Covered Employment. The unvested Participant forfeits their Employer Contributions and withdraws the Employee Contributions from his or her account.

# INDEX

## A



## B



## C

# D

# E

# I



# J

# L



# M



# N



# P

# Q

# R



# S

# T

# U



# V



# W