

PENSION PLANS SUMMARY PLAN DESCRIPTION UPDATES

The changes summarized below supersede the provisions described in the March 2025 Summary Plan Description.

We have organized the changes by page number, so that you can easily see the pages to which changes were made. Under the **Summary of Change** column, you will find a description of the benefit change and a reference to the section where the change occurs, followed by the language being changed.

INDEX OF CHANGES

Pages	Summary of Change	Effective Date									
1	<p><i>Change reflects update to employer contribution rates.</i></p> <p>Section 2, Funding the Pension Plans under Pension Benefits At A Glance, is amended to read as follows:</p> <p>The Basic and Supplemental Plans are funded by contributions made by you and your Employer. The Employer contribution rate is equal to a percentage of your Covered Earnings as determined by the Collective Bargaining Agreement that governs a project. Employer contributions are allocated between the Supplemental and Basic Plans, subject to the Plans’ rules and CBA’s.</p> <p>The chart below summarizes the applicable Employer contribution rates as of July 1, 2025 and allocation between Supplemental and Basic Plans under the Basic Agreement or Freelance Live and Tape Television Agreement:</p> <table border="1" data-bbox="367 1052 1211 1850"> <thead> <tr> <th colspan="3" data-bbox="367 1052 1211 1150"> Employer Contribution Rates Basic Agreement and Freelance Live and Tape Television Agreement </th> </tr> <tr> <th data-bbox="367 1150 607 1234">Pension Plan</th> <th data-bbox="607 1150 938 1234">Contributed by Your Employers</th> <th data-bbox="938 1150 1211 1234">Contributed by You</th> </tr> </thead> <tbody> <tr> <td data-bbox="367 1234 607 1850">Basic Plan</td> <td data-bbox="607 1234 938 1850"> Your Employer contributes 8.75% of your Covered Earnings to the Pension Plans, which is allocated between the Basic and Supplemental Plans according to the Plans’ rules and CBA’s. Effective July 1, 2025, the following portions are allocated to the Basic Plan: <ul style="list-style-type: none"> ▪ 100% of Employer Contributions (<i>i.e.</i>, 8.75%) on the first \$20,000 of Covered Earnings; and ▪ 6.55% of Covered Earnings in excess of </td> <td data-bbox="938 1234 1211 1850">No employee contributions required.</td> </tr> </tbody> </table>	Employer Contribution Rates Basic Agreement and Freelance Live and Tape Television Agreement			Pension Plan	Contributed by Your Employers	Contributed by You	Basic Plan	Your Employer contributes 8.75% of your Covered Earnings to the Pension Plans, which is allocated between the Basic and Supplemental Plans according to the Plans’ rules and CBA’s. Effective July 1, 2025, the following portions are allocated to the Basic Plan: <ul style="list-style-type: none"> ▪ 100% of Employer Contributions (<i>i.e.</i>, 8.75%) on the first \$20,000 of Covered Earnings; and ▪ 6.55% of Covered Earnings in excess of 	No employee contributions required.	7/1/2025
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1 (cont'd)		<p>\$20,000 up to a maximum of \$150,000.</p> <p>In addition, the Basic Plan receives additional contributions from residuals, such as supplemental market income (<i>e.g.</i>, theatrical films released to television, video, new media, etc.).</p>	
	<p>Supplemental Plan</p>	<p>Effective July 1, 2025, contributions on your Covered Earnings are allocated to the Supplemental Plan as follows:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and ▪ 100% of Employer Contributions (<i>i.e.</i>, 8.75%) on Covered Earnings in excess of \$150,000; and ▪ 100% of Employee Contributions. 	<p>Effective July 1, 2023, you must contribute 2.5% of Covered Earnings.</p> <ul style="list-style-type: none"> ▪ These amounts are deducted by your Employer directly from your pay and remitted to your Supplemental Plan Individual Account on your behalf. <p>You may also rollover funds into your Supplemental Plan Individual Account from your other eligible retirement plans.</p>

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16	<p>Change reflects update to the CSM earning requirements for the year 2026 and beyond.</p> <p>The table on page 16 under the section Credited Service Months (which begins on page 15) is amended to read as follows:</p> <table border="1" data-bbox="396 541 1208 1591"> <thead> <tr> <th colspan="3" data-bbox="396 541 1208 594">CREDITED SERVICE MONTHS EARNINGS REQUIREMENTS</th> </tr> <tr> <th data-bbox="396 594 634 701">Time Period</th> <th data-bbox="634 594 911 701">Requirement to Earn One Credited Service Month</th> <th data-bbox="911 594 1208 701">Requirement to Earn Twelve Credited Service Month</th> </tr> </thead> <tbody> <tr> <td data-bbox="396 701 634 743">1/1/39 to 12/24/60</td> <td data-bbox="634 701 911 743">100 hours of service</td> <td data-bbox="911 701 1208 743">1,200 hours of service</td> </tr> <tr> <td data-bbox="396 743 634 806">12/25/60 to 12/21/68</td> <td data-bbox="634 743 911 806">\$600 in Earnings</td> <td data-bbox="911 743 1208 806">\$7,200 in Earnings</td> </tr> <tr> <td data-bbox="396 806 634 869">12/22/68 to 12/24/77</td> <td data-bbox="634 806 911 869">\$833.33 in Earnings</td> <td data-bbox="911 806 1208 869">\$10,000 in Earnings</td> </tr> <tr> <td data-bbox="396 869 634 932">12/25/77 to 12/31/93</td> <td data-bbox="634 869 911 932">\$757.58 in Earnings</td> <td data-bbox="911 869 1208 932">\$9,091 in Earnings</td> </tr> <tr> <td data-bbox="396 932 634 974">1/1/94 to 12/31/02</td> <td data-bbox="634 932 911 974">\$1,800 in Earnings</td> <td data-bbox="911 932 1208 974">\$21,600 in Earnings</td> </tr> <tr> <td data-bbox="396 974 634 1016">2003 & 2004</td> <td data-bbox="634 974 911 1016">\$2,400 in Earnings</td> <td data-bbox="911 974 1208 1016">\$28,800 in Earnings</td> </tr> <tr> <td data-bbox="396 1016 634 1058">2005</td> <td data-bbox="634 1016 911 1058">\$2,500 in Earnings</td> <td data-bbox="911 1016 1208 1058">\$30,000 in Earnings</td> </tr> <tr> <td data-bbox="396 1058 634 1100">2006</td> <td data-bbox="634 1058 911 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21	<p><i>Change reflects update to employer contribution rates.</i></p> <p>The section titled The Multi-Year Rule for Directors, Assistant Directors, and Unit Production Managers of Theatrical Motion Pictures under The Basic Plan > Participating and Vesting, is amended as follows:</p> <p>The Multi-Year Rule for Directors, Assistant Directors, and Unit Production Managers of Theatrical Motion Pictures</p> <p>In accordance with the Collective Bargaining Agreements, contributions to the Pension Plans for Directors are only payable on the first \$300,000 of Earnings per theatrical motion picture, and the first \$250,000 of Earnings for Assistant Directors and Unit Production Managers. However, Directors, Assistant Directors, and Unit Production Managers will frequently reach their respective limits in the first year of production and will continue to perform services in their DGA capacity on the same project in the next calendar year.</p> <p>In order to allocate credit to the Basic Plan for work performed in the second calendar year, a special provision referred to as the “Multi-Year Rule” was created, effective September 1, 1999. The Multi-Year rule only applied to Directors until June 30, 2020. Effective July 1, 2020, the Multi-Year Rule was expanded to Assistant Directors and Unit Production Managers as detailed further below. When a Director, Assistant Director, or Unit Production Manager meets the criteria for the Multi-Year Rule, it affects their contributions and limits in the Basic and Supplemental Plans. Employment that falls under the Multi-Year Rule should be designated as such on the individual’s deal memo.</p> <p>For a detailed description of how the Multi-Year Rule applies in the Supplemental Plan, please refer to the section titled <i>Multi-Year Rule for Directors, Assistant Directors, and Unit Production Managers of Theatrical Motion Pictures</i> beginning on page 44.</p> <p><i>For Directors:</i></p> <p>Under the Multi-Year Rule, a Director will be credited with 12 Credited Service Months and Earnings of \$150,000 (the maximum under Basic Plan rules) for the first year under the following circumstances:</p> <ul style="list-style-type: none"> ▪ The Director is entitled to Earnings in excess of \$250,000 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; and ▪ The Director will receive Earnings of at least \$150,000 in the first Plan Year. <p>If the above circumstances are met:</p> <ul style="list-style-type: none"> ▪ The Employer shall contribute 8.5% of the first \$150,000 in Earnings paid to the Director in the first Plan Year. Of those amounts, 8.5% of the 	7/1/2025

Pages	Summary of Change	Effective Date
21 (cont'd)	<p>first \$20,000, and 6.3% of all Earnings exceeding \$20,000 and up to a maximum of \$150,000 are allocated to the Basic Plan.</p> <ul style="list-style-type: none"> ▪ The Employer shall contribute 8.5% on Earnings paid to the Director in the second Plan Year, up to a maximum of \$150,000, but all of such contributions will be allocated to the Director’s Individual Account in the Supplemental Plan, and no portion of such contributions will be allocated to the Basic Plan. However, the Director will receive Credited Service Months in the Basic Plan as if contributions were made on such amounts in the second year. The amounts paid in the second year, up to \$150,000, do not count toward the \$150,000 Earnings limit in the second year. <p>Effective July 1, 2025:</p> <ul style="list-style-type: none"> ▪ The Employer shall contribute 8.75% of the first \$150,000 in Earnings paid to the Director in the first Plan Year. Of those amounts, 8.75% of the first \$20,000, and 6.55% of all Earnings exceeding \$20,000 and up to a maximum of \$150,000 are allocated to the Basic Plan. ▪ The Employer shall contribute 8.75% on Earnings paid to the Director in the second Plan Year, up to a maximum of \$150,000, but all of such contributions will be allocated to the Director’s Individual Account in the Supplemental Plan, and no portion of such contributions will be allocated to the Basic Plan. However, the Director will receive Credited Service Months in the Basic Plan as if contributions were made on such amounts in the second year. The amounts paid in the second year, up to \$150,000, do not count toward the \$150,000 Earnings limit in the second year. ▪ Different rules apply for Multi-Year theatrical motion pictures that started in 1999 through 2005, and also 2006 through June 30, 2023. Please contact the Plans office for more information. <p>For Assistant Directors And Unit Production Managers:</p> <p>Under the Multi-Year Rule, an Assistant Director or Unit Production Manager will be credited with 12 Credited Service Months and Earnings of \$150,000 (the maximum under Basic Plan rules) for the first year under the following circumstances:</p> <ul style="list-style-type: none"> ▪ The Assistant Director or Unit Production Manager is entitled to Earnings in excess of \$200,000 for a single theatrical motion picture; ▪ The principal photography commences with an employment period in one calendar year and ends in a subsequent calendar year; and ▪ The Assistant Director or Unit Production Manager will receive Earnings of at least \$50,000 in each Plan Year. <p>If the above circumstances are met:</p> <ul style="list-style-type: none"> ▪ The Employer shall contribute 8.5% of the Assistant Director’s or Unit Production Manager’s Earnings in the first Plan Year, up to a maximum of \$150,000. Of those amounts, 8.5% of the first \$20,000, and 6.3% of 	7/1/2025

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21 (cont'd)	<p>all Earnings exceeding \$20,000 and up to a maximum of \$150,000 are allocated to the Basic Plan. The Employer shall contribute 8.5% of the Assistant Director’s or Unit Production Manager’s Earnings in the second Plan Year, up to a maximum of \$100,000. Of those amounts, 8.5% of the first \$20,000, and 6.3% of all Earnings exceeding \$20,000 and up to a maximum of \$100,000 are allocated to the Basic Plan.</p> <p>Effective July 1, 2025:</p> <ul style="list-style-type: none"> ▪ The Employer shall contribute 8.75% of the Assistant Director’s or Unit Production Manager’s Earnings in the first Plan Year, up to a maximum of \$150,000. Of those amounts, 8.75% of the first \$20,000, and 6.55% of all Earnings exceeding \$20,000 and up to a maximum of \$150,000 are allocated to the Basic Plan. ▪ The Employer shall contribute 8.75% of the Assistant Director’s or Unit Production Manager’s Earnings in the second Plan Year, up to a maximum of \$100,000. Of those amounts, 8.75% of the first \$20,000, and 6.55% of all Earnings exceeding \$20,000 and up to a maximum of \$100,000 are allocated to the Basic Plan. ▪ Different rules apply for Multi-Year theatrical motion pictures that started in July 1, 2020 through June 30, 2023. Please contact the Plans office for more information. <p>For more information on Earnings limitations, refer to the Limitations section beginning on page 43.</p>	7/1/2025
42	<p><i>Change reflects update to employer pension contribution rates.</i></p> <p>The Section titled “Employer Portion of Your Individual Account” on page 42 is amended to read in its entirety as follows:</p> <p>Employer Portion of Your Individual Account</p> <p>Contributions made by your Employers on your Covered Earnings are allocated between the Basic and Supplemental Plans.</p> <p>Effective July 1, 2020, the amount contributed from all Employers on your behalf to the Supplemental Plan equals:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and ▪ 8.0% of Covered Earnings over \$150,000 <p>Effective July 1, 2021, the amount contributed from all Employers on your behalf to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and ▪ 8.5% of Covered Earnings over \$150,000 <p>Effective July 1, 2023, the amount contributed from Employers signatory to any Network Agreement for Directors to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and 	7/1/2025

Pages	Summary of Change	Effective Date
<p>42 (cont'd)</p>	<ul style="list-style-type: none"> ▪ 9.0% of Covered Earnings over \$150,000. <p>Effective July 1, 2025, the amount contributed from Employers signatory to the 2023 Basic Agreement or 2023 Freelance Live and Tape Television Agreements to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and ▪ 8.75% of Covered Earnings over \$150,000. <p>Effective July 1, 2025, for Directors on “Other than News, Sports, Operations, Local, and Documentary” Programs (i.e., Network Entertainment), the amount contributed from Employers signatory to any Network Agreement to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and ▪ 8.75% of Covered Earnings over \$150,000. <p>Other CBAs</p> <p>Effective July 1, 2019, for Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements, the amounts contributed on a Participant’s behalf to the Supplemental Plan will equal:</p> <ol style="list-style-type: none"> 1. The remaining Employer Contributions required for such Participant on reportable Earnings above \$20,000 and up to \$150,000, after first allocating Covered Earnings to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements; and 2. 100% of Employer Contributions on Covered Earnings over \$150,000. <p>Notwithstanding the foregoing, any Employers with a Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making Contributions to the Supplemental Plan at the same rate, and have Contributions allocated in the same manner, until the expiration of such agreement.</p> <p>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 you, or your Beneficiary, or Contingent Annuitant.”</p>	<p>7/1/2025</p>
<p>42</p>	<p><i>Change reflects update to employer contribution rates.</i></p> <p>The section titled Employer Portion of Your Individual Account is amended to read in its entirety as follows:</p> <p>Employer Portion of Your Individual Account</p> <p>Contributions made by your Employers on your Covered Earnings are allocated between the Basic and Supplemental Plans.</p>	<p>7/1/2025</p>

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42 (cont'd)	<p>Effective July 1, 2020, the amount contributed from all Employers on your behalf to the Supplemental Plan equals:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and ▪ 8.0% of Covered Earnings over \$150,000 <p>Effective July 1, 2021, the amount contributed from all Employers on your behalf to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and ▪ 8.5% of Covered Earnings over \$150,000 <p>Effective July 1, 2023, the amount contributed from Employers signatory to any Network Agreement for Directors to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and ▪ 9.0% of Covered Earnings over \$150,000. <p>Effective July 1, 2025, the amount contributed from Employers signatory to the 2023 Basic Agreement or 2023 Freelance Live and Tape Television Agreements to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and ▪ 8.75% of Covered Earnings over \$150,000. <p>Other CBAs</p> <p>Effective July 1, 2019, for Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements, the amounts contributed on a Participant’s behalf to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> ▪ The remaining Employer Contributions required for such Participant on reportable Earnings above \$20,000 and up to \$150,000, after first allocating Covered Earnings to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements; and ▪ 100% of Employer Contributions on Covered Earnings over \$150,000. <p>Notwithstanding the foregoing, any Employers with a Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making Contributions to the Supplemental Plan at the same rate, and have Contributions allocated in the same manner, until the expiration of such agreement.</p> <p>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 you, or your Beneficiary, or Contingent Annuitant.</p>	7/1/2025

Pages	Summary of Change	Effective Date
44	<p><i>Change reflects update to employer contribution rates.</i></p> <p>The section titled The Multi-Year Rule for Directors, Assistant Directors, and Unit Production Managers of Theatrical Motion Pictures, under The Supplemental Plan > Participating and Vesting, is amended as follows:</p> <p>The Multi-Year Rule for Directors, Assistant Directors and Unit Production Managers of Theatrical Motion Pictures</p> <p>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 section titled <i>Multi-Year Rule for Directors of Theatrical Motion Pictures</i> beginning on page 42.</p> <p>Once it has been determined that a Director has satisfied the criteria of the Multi-Year Rule, Employer Contributions equal to 8.5% up to a maximum of \$150,000 in Earnings will be allocated to the Supplemental Plan on behalf of the Director in the second year of employment, under the applicable Collective Bargaining Agreements. Employee Contributions equal to 2.5% of this amount are required.</p> <p>Employment that falls under the Multi-Year Rule should be designated as such on the Director’s deal memo.</p> <p>If an Assistant Director or Unit Production Manager is entitled to Earnings in excess of \$200,000 on a single theatrical motion picture, the principal photography of which commences on or after July 1, 2023, with an employment period commencing in one calendar year and ending in a subsequent calendar year, and if the Assistant Director or Unit Production Manager will receive Earnings of at least \$50,000 in each Plan Year for Covered Employment, the Employer shall contribute to the Plan 8.5% of the Assistant Director’s or Unit Production Manager’s Earnings in the first Plan Year, up to a maximum of \$150,000.</p> <p>Of those amounts, 2.2% of all Earnings exceeding \$20,000 and up to a maximum of \$150,000 are allocated to the Supplemental Plan. The Employer shall contribute 8.5% on the remaining salary paid to the Assistant Director or Unit Production Manager in the next Plan Year. Of those amounts, 2.2% of all Earnings exceeding \$20,000 and up to a maximum of \$150,000, plus 8.5% of all Earnings above \$150,000 are allocated to the Supplemental Plan. Employee contributions equal to 2.5% of this amount are required. In no event shall the Employer be required to make contributions on salary amounts in excess of \$250,000 for such project.</p> <p>Effective July 1, 2025, if an Assistant Director or Unit Production Manager is entitled to Earnings in excess of \$200,000 on a single theatrical motion picture, the principal photography of which commences on or after July 1, 2025, with an employment period commencing in one calendar year and ending in a subsequent calendar year, and if the Assistant Director or Unit Production Manager will receive Earnings of at least \$50,000 in each Plan Year</p>	7/1/2025

Pages	Summary of Change	Effective Date
44 (cont'd)	<p>for Covered Employment, the Employer shall contribute to the Plan 8.75% of the Assistant Director's or Unit Production Manager's Earnings in the first Plan Year, up to a maximum of \$150,000. Of those amounts, 2.2% of all Earnings exceeding \$20,000 and up to a maximum of \$150,000 are allocated to the Supplemental Plan. The Employer shall contribute 8.75% on the remaining salary paid to the Assistant Director or Unit Production Manager in the next Plan Year. Of those amounts, 2.2% of all Earnings exceeding \$20,000 and up to a maximum of \$150,000, plus 8.75% of all Earnings above \$150,000 are allocated to the Supplemental Plan. Employee contributions equal to 2.5% of this amount are required.</p> <p>In no event shall the Employer be required to make contributions on salary amounts in excess of \$250,000 for such project.</p>	7/1/2025

Pages	Summary of Change	Effective Date
58	<p><i>Change reflects update to employer pension contribution rates.</i></p> <p>The Section titled “Contributions” on pages 58-60 is amended to read in its entirety as follows:</p> <p>Contributions</p> <p>The Pension Plans are funded by contributions made by both you and your Employers.</p> <p>Effective July 1, 2020, when you work in DGA-Covered Employment:</p> <ul style="list-style-type: none"> ▪ 8% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and ▪ 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> ▪ 100% of the Employer Contributions (or 8% of Covered Earnings) on the first \$20,000 in Covered Earnings; ▪ 5.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and ▪ The Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. <p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; ▪ 100% of the Employer Contributions (or 8% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and ▪ 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2021, when you work in DGA-Covered Employment:</p> <ul style="list-style-type: none"> ▪ 8.5% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and ▪ 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> ▪ 100% of the Employer Contributions (or 8.5% of Covered Earnings) on the first \$20,000 in Covered Earnings; ▪ 6.3% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and ▪ The Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. 	7/1/2025

Pages	Summary of Change	Effective Date
58 (cont'd)	<p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; ▪ 100% of the Employer Contributions (or 8.5% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and ▪ 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2023, when you work in DGA-Covered Employment under a Network Agreement:</p> <ul style="list-style-type: none"> ▪ 9.0% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and ▪ 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> ▪ 100% of the Employer Contributions (or 9% of Covered Earnings) on the first \$20,000 in Covered Earnings; ▪ 6.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and ▪ The Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. <p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; ▪ 100% of the Employer Contributions (or 9% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and ▪ 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2025, the amount contributed from Employers signatory to the 2023 Basic Agreement or 2023 Freelance Live and Tape Television Agreements to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and ▪ 8.75% of Covered Earnings over \$150,000. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> ▪ 100% of the Employer Contributions (or 8.75% of Covered Earnings) on the first \$20,000 in Covered Earnings; ▪ 6.55% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and ▪ 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. 	7/1/2025

Pages	Summary of Change	Effective Date
58 (cont'd)	<p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; ▪ 100% of the Employer Contributions (or 8.75% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and ▪ 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2025, when you work as a Director on “Other than News, Sports, Operations, Local, and Documentary” Programs under a Network Agreement (<i>i.e.</i>, Network Entertainment), the following amounts are contributed and allocated to your Basic and Supplemental Plan Accounts:</p> <ul style="list-style-type: none"> ▪ 8.75% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and ▪ 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> ▪ 100% of the Employer Contributions (or 8.75% of Covered Earnings) on the first \$20,000 in Covered Earnings; ▪ 6.55% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and ▪ The Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. <p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; ▪ 100% of the Employer Contributions (or 8.75% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and ▪ 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Other CBAs</p> <p>Effective July 1, 2019, any Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall have Contributions applied to the Pension Plans based on the following:</p> <p>For the Basic Plan:</p> <ul style="list-style-type: none"> ▪ 100% of the Employer Contributions on the first \$20,000 in Covered Earnings; and ▪ The allocation rate to the Basic Plan approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape 	7/1/2025

Pages	Summary of Change	Effective Date
58 (cont'd)	<p>Television Agreements, as applied to Covered Earnings in excess of \$20,000 up to a maximum of \$150,000;</p> <p>For the Supplemental Plan:</p> <ul style="list-style-type: none"> ▪ The remaining Employer Contributions required for such Participant on Covered Earnings above \$20,000 and up to \$150,000, after first allocating Contributions to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements; ▪ 100% of the Employer Contributions on Covered Earnings in excess of \$150,000 (up to certain limits); and ▪ 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Notwithstanding the foregoing, any Employers with an existing Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making Contributions to the Pension Plans at the same rate, and have Contributions allocated in the same manner, until the expiration of such agreement.</p> <p>Contact the Plans' office for information on applicable contribution and allocation prior to July 1, 2020.</p> <p>The \$150,000 Earnings limit mentioned in this section applies to total Covered Earnings received by you from all Employers in a calendar year.</p> <p>Notwithstanding the foregoing, any Contributions on Covered Earnings paid to a Director covered under the Basic or Freelance Live and Tape Television Agreements for an earnings period for which the Director was scheduled to commence working between March 1, 2020 and ending December 31, 2020, shall be recognized in the earnings period in which the Director would have commenced work, but for the fact that production was delayed due to the coronavirus pandemic.</p> <p>If an Employer fails to make Employer Contributions in connection with Covered Earnings on your behalf and you do not make Employee Contributions on those Covered 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 Covered Earnings, you will not receive any retroactive investment Earnings on the Employee Contributions.</p> <p>For further details on Covered Earnings, please refer to the applicable DGA Collective Bargaining Agreements."</p>	7/1/2025

Pages	Summary of Change	Effective Date
58	<p><i>Change reflects update to employer contribution rates.</i></p> <p>The section titled Contributions is amended to read in its entirety as follows:</p> <p>Contributions</p> <p>The Pension Plans are funded by contributions made by both you and your Employers.</p> <p>Effective July 1, 2020, when you work in DGA-Covered Employment:</p> <ul style="list-style-type: none"> ▪ 8% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and ▪ 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> ▪ 100% of the Employer Contributions (or 8% of Covered Earnings) on the first \$20,000 in Covered Earnings; ▪ 5.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and ▪ The Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. <p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; ▪ 100% of the Employer Contributions (or 8% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and ▪ 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2021, when you work in DGA-Covered Employment:</p> <ul style="list-style-type: none"> ▪ 8.5% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and ▪ 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> ▪ 100% of the Employer Contributions (or 8.5% of Covered Earnings) on the first \$20,000 in Covered Earnings; ▪ 6.3% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and ▪ The Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets. <p>The following portions are applied to the Supplemental Plan:</p>	7/1/2025

Pages	Summary of Change	Effective Date
58 (cont'd)	<ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; ▪ 100% of the Employer Contributions (or 8.5% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and ▪ 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2023, when you work in DGA-Covered Employment under a Network Agreement:</p> <ul style="list-style-type: none"> ▪ 9% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and ▪ 2.5% of your Covered Earnings is contributed directly by you. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> ▪ 100% of the Employer Contributions (or 9% of Covered Earnings) on the first \$20,000 in Covered Earnings; ▪ 6.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and ▪ 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. <p>The following portions are applied to the Supplemental Plan:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; ▪ 100% of the Employer Contributions (or 9% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and ▪ 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Effective July 1, 2025, the amount contributed from Employers signatory to the 2023 Basic Agreement or 2023 Freelance Live and Tape Television Agreements to the Supplemental Plan will equal:</p> <ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and ▪ 8.75% of Covered Earnings over \$150,000. <p>Of these contributions, the following portions are applied to the Basic Plan:</p> <ul style="list-style-type: none"> ▪ 100% of the Employer Contributions (or 8.75% of Covered Earnings) on the first \$20,000 in Covered Earnings; ▪ 6.55% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and ▪ 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. <p>The following portions are applied to the Supplemental Plan:</p>	7/1/2025

Pages	Summary of Change	Effective Date
58 (cont'd)	<ul style="list-style-type: none"> ▪ 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000; ▪ 100% of the Employer Contributions (or 8.75% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and ▪ 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Other CBAs:</p> <p>Effective July 1, 2019, any Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall have Contributions applied to the Pension Plans based on the following:</p> <p>For the Basic Plan:</p> <ul style="list-style-type: none"> ▪ 100% of the Employer Contributions on the first \$20,000 in Covered Earnings; and ▪ The allocation rate to the Basic Plan approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements, as applied to Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; <p>For the Supplemental Plan:</p> <ul style="list-style-type: none"> ▪ The remaining Employer Contributions required for such Participant on Covered Earnings above \$20,000 and up to \$150,000, after first allocating Contributions to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements; ▪ 100% of the Employer Contributions on Covered Earnings in excess of \$150,000 (up to certain limits); and ▪ 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits). <p>Notwithstanding the foregoing, any Employers with an existing Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making Contributions to the Pension Plans at the same rate, and have Contributions allocated in the same manner, until the expiration of such agreement.</p> <p>Contact the Plans office for information on applicable contribution and allocation rates prior to July 1, 2020.</p> <p>The \$150,000 Earnings limit mentioned in this section applies to total Covered Earnings received by you from all Employers in a calendar year.</p> <p>Notwithstanding the foregoing, any Contributions on Covered Earnings paid to a Director covered under the Basic or Freelance Live and Tape Television Agreements for an earnings period for which the Director was scheduled to</p>	7/1/2025

Pages	Summary of Change	Effective Date
58 (cont'd)	<p>commence working between March 1, 2020 and ending December 31, 2020, shall be recognized in the earnings period in which the Director would have commenced work, but for the fact that production was delayed due to the coronavirus pandemic.</p> <p>If an Employer fails to make Employer Contributions in connection with Covered Earnings on your behalf and you do not make Employee Contributions on those Covered 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 Covered Earnings, you will not receive any retroactive investment Earnings on the Employee Contributions.</p> <p>For further details on Covered Earnings, please refer to the applicable DGA Collective Bargaining Agreements.</p>	7/1/2025

**DGA-PRODUCER
PENSION PLANS**



SUMMARY PLAN DESCRIPTION

PENSION

Effective March 1, 2025

www.dgaplans.org

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INTRODUCTION

The Board of Trustees of the Directors Guild of America-Producer Pension Plans (the “Pension Plans” or “Plans”) is pleased to provide you with this Summary Plan Description describing the benefits currently offered under the Plans. This Summary Plan Description is effective March 1, 2025 and replaces and supersedes all prior versions of the Summary Plan Description and amendments. Please discard any prior versions of the Summary Plan Description and amendments and refer to this current version on or after March 1, 2025 for information about the Pension Plans.

This Summary Plan Description provides a brief description of your rights, obligations and benefits under the Pension Plans. This Summary Plan Description is not meant to interpret, extend or change the provisions of the Pension Plans, as set forth in the Pension Plans documents, in any way. For purposes of clarity, the provisions in the Pension Plans documents have been summarized in this Summary Plan Description. Every effort has been made to ensure the accuracy of this Summary Plan Description. In the event, however, of a conflict between this Summary Plan Description and the Plans documents, the terms of the Plans documents will govern.

The Pension Plans were first established in 1960 to provide a secure source of retirement income for Directors Guild of America (“DGA”) members and their families. Since inception, the Pension Plans have paid over \$4 billion dollars in retirement benefits to thousands of DGA members and their Beneficiaries.

There are two Pension Plans available to eligible DGA members, which are described further in this Summary Plan Description:

1. the Basic Plan, which is a defined benefit plan that provides a fixed monthly benefit or, in certain cases, a Lump Sum benefit; and
2. the Supplemental Plan, which is a type of defined contribution plan called a “money purchase plan,” where contributions made on your behalf are deposited into your own Individual Account and invested on your behalf.

The Pension Plans are established and operated in accordance with the Internal Revenue Code (the “Code”), the Employee Retirement Income Security Act of 1974 (“ERISA”), Section 302(c)(5) of the Labor Management Relations Act, and all other applicable federal and state laws, as amended from time to time. The Pension Plans are intended to be qualified pension plans within the meaning of Code Section 401(a) and the regulations issued thereunder. The Plans have been created by, and are maintained in accordance with, Collective Bargaining Agreements (“CBAs”) negotiated by the 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 Pension Plans are self-administered multiemployer “Taft-Hartley” plans whose assets are held in trust in accordance with applicable law and CBAs. The Pension Plans and Trust are separate and distinct entities from the DGA, the AMPTP, the AICP and other Employers.

Questions regarding your rights under the Pension Plans will be answered in accordance with the applicable Plans terms, legal requirements, and rules and regulations adopted by the Board of Trustees. The Board of Trustees has the sole and exclusive authority to construe, apply and interpret the terms of the Pension Plans, including the nature and extent of benefits offered thereunder and the rules governing eligibility for, and

entitlement to, benefits. Updated copies of the full Pension Plans documents are available from the Plans office without cost upon request.

Throughout this document, the terms “you” or “your” refers to the Participant. Capitalized terms are defined in the Glossary that begins on page 71. If a capitalized term is not defined in the Glossary, it has the same meaning as defined in the Plans documents.

How You Are Notified of Plan Changes

Periodically, changes are made to the Pension Plans by the Board of Trustees. You will be notified of any changes to the Pension Plans through the Plans’ *Spotlight on Benefits* newsletter. You will be sent a copy of the *Spotlight on Benefits* newsletter any time the Pension Plans are amended. The Summary Plan Description and all amendments are also available online at www.dgaplans.org.

It is your responsibility to notify the Pension Plans of any changes to your mailing address and contact information. Be sure to keep your contact information with the Plans current. Please note you must notify the Pension Plans separately of any changes to your mailing address or contact information to ensure that you receive all communications from the Plans, even if you already provided updated information to your Employer, the DGA or the US Postal Service.



How It Works:

How to Use this Book

This Summary Plan Description has been prepared to serve as a guide and reference concerning your Basic and Supplemental Plan benefits and how to use them. This book has been organized to include certain features to help you find and understand the information contained herein. Refer to the graphic below for details.

Capitalized terms are defined in the Glossary, beginning on page 71.

... pension when you receive your pension benefit.

Benefit Amounts, Calculation, and Distribution

... calculation in the Basic Plan after December 31, 2020, your Basic Benefit is calculated using the Career Average Earnings Formula (“CAE”).

... month (“CSM”) to account for Credited Service Months earned after January 1, 1994.

Both formulas are described below:

- If your initial date of participation in the Basic Plan is on or after January 1, 2020, your Basic Plan monthly pension is calculated according to Section 1 above but is also subject to the actual rates described in the Pension Amount and Accrual Rates section that begins on page 18.

The Career Average Earnings Formula

Under the Career Average Earnings formula, the amount of your annual pension benefit is based on your Career Average Earnings and Credited Service Months earned after 1960.

Your Career Average Earnings are determined by:

- Adding all your Earnings (up to \$150,000) for each Plan Year after December 24, 1960 in which you earned at least one Credited Service Month;

Dividing that total by the total number of Credited Service Months earned in all Plan Years after December 24, 1960; and

- Multiplying by 12.

The maximum monthly benefit is \$5,500 if you retire on or after January 1, 2008. Subsequent changes in the monthly maximum will not increase your benefit, unless you have post-retirement Earnings accrued after the effective date of each change to the monthly maximum. In that case any post-retirement Earnings will be used to calculate whether an additional retirement benefit is payable subject to the new monthly maximum.

For example, if you retire with \$5,500 and the maximum is increased to \$6,000, your benefit will remain at \$5,500. If you accrue \$900 in additional benefits after you retire and after the effective date of the increase to the monthly maximum, your benefit will be increased to \$6,000.

The graphic on the next page (→) illustrates how to determine your benefit using the Career Average Earnings Formula.

The Credited Service Month Formula

The Credited Service Month formula only takes into account Credited Service Months earned through January 1, 1994. In order to calculate your benefit under the Credited Service Month formula, each Credited Service Month is multiplied by the applicable benefit multiplier. 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 you retire, if the benefit you receive would be greater using this formula rather than the Career Average Earnings formula, you would receive the greater of the two benefits.

How It Works: 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.

- Determine your total Credited Service Months after 1960 and your 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 were \$945,000.
- Divide your total Earnings by the total number of CSMs after 1960.**
Example: $\$945,000 \div 240 = \$3,937.50$
- Multiply the result by 12. This is your Career Average Earnings.**
Example: $\$3,937.50 \times 12 = \$47,250$
- Use the following table to determine your Career Average Earnings-based benefit.**

Career Average Earnings	Career Average Earnings-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	\$5,470 + 1.8% of CAE above \$50,000
\$100,000 to \$150,000	\$2,370 + 1.2% of CAE above \$100,000

Example: $\$720 + (2.5\% \times (\$47,250 - \$20,000)) = \$3,403.25$

- 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: $(\$3,403.25 \times 240) \div 12 = \$28,025$
- Divide the result by 12 to determine your monthly benefit.**
Example: $\$28,025 \div 12 = \$2,335.42$

Each section is color-coded for easy browsing. A change in the sidebar color indicates a new section.

How it Works graphics describe critical processes and concepts.

PENSION BENEFITS AT A GLANCE

This *Benefits at a Glance* section summarizes the pension benefits that are described in more detail in this Summary Plan Description.

Section 1. The Two Pension Plans

When you work in Covered Employment under a DGA Collective Bargaining Agreement, you and/or your Employers make contributions on your behalf to two pension plans: (1) the Basic Plan; and (2) the Supplemental Plan. Both Plans are described further in the table below.

Pension Plan	Summary of Plan	Available Pensions
Basic Plan See the <i>Basic Plan</i> section beginning on page 15.	A defined benefit plan that pays a fixed monthly benefit, calculated by a formula based on your years of service (Credited Service Months) and Career Average Earnings.	<ul style="list-style-type: none">■ Early retirement■ Normal (age 65) retirement■ Late retirement■ Disability retirement
Supplemental Plan See the <i>Supplemental Plan</i> section beginning on page 41.	A defined contribution plan where contributions made on your behalf are deposited into your own Individual Account and invested on your behalf.	<ul style="list-style-type: none">■ Normal (age 60) retirement■ Disability retirement

Section 2. Funding the Pension Plans

The Basic and Supplemental Plans are funded by contributions made by you and your Employer. The Employer Contribution rate is equal to a percentage of your Covered Earnings as determined by the Collective Bargaining Agreement that governs a project. For example, the current Employer Contribution rate under the Basic Agreement and Freelance Live and Tape Television Agreement is 8.5%; the current rate under the Network Staff Agreements and Freelance Appendices with respect to News, Sports, Operations and Local is 9%. Employer Contributions are allocated between the Supplemental and Basic Plans, subject to the Plans' rules and CBAs.

The chart on the next page summarizes the applicable Employer Contribution rates and allocation between Supplemental and Basic Plans under the Basic Agreement and Freelance Live and Tape Television Agreement.

Employer Contribution Rates		
Basic Agreement and Freelance Live and Tape Television Agreement		
Pension Plan	Contributed by Your Employers	Contributed by You
Basic Plan	<p>Your Employer contributes 8.5% of your Covered Earnings to the Pension Plans, which is allocated between the Basic and Supplemental Plans according to the Plans' rules and CBAs. Effective July 1, 2023, the following portions are allocated to the Basic Plan:</p> <ul style="list-style-type: none"> ■ 100% of Employer Contributions (<i>i.e.</i>, 8.5%) on the first \$20,000 of Covered Earnings; and ■ 6.3% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000. <p>In addition, the Basic Plan receives additional contributions from residuals, such as supplemental market income (<i>e.g.</i>, theatrical films released to television, video, new media, etc.).</p>	<p>No Employee Contributions required.</p>
Supplemental Plan	<p>Effective July 1, 2023, contributions on your Covered Earnings are allocated to the Supplemental Plan as follows:</p> <ul style="list-style-type: none"> ■ 2.2% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; ■ 100% of Employer Contributions (<i>i.e.</i>, 8.5%) on Covered Earnings in excess of \$150,000; and ■ 100% of Employee Contributions. 	<p>Effective July 1, 2023, you must contribute 2.5% of Covered Earnings.</p> <ul style="list-style-type: none"> ■ These amounts are deducted by your Employer directly from your pay and remitted to your Supplemental Plan Individual Account on your behalf. <p>You may also roll over funds into your Supplemental Plan Individual Account from your other eligible retirement plans.</p>

The chart below summarizes the applicable Employer Contribution rates and allocation between Supplemental and Basic Plans under the Network Staff Agreements and Freelance Appendices with respect to News, Sports, Operations and Local:

Employer Contribution Rates		
Network Staff Agreements and Freelance Appendices		
Pension Plan	Contributed by Your Employers	Contributed by You
Basic Plan	<p>Your Employer contributes 9% of your Covered Earnings to the Pension Plans, which is allocated between the Basic and Supplemental Plans according to the Plans' rules and CBAs. Effective July 1, 2023, the following portions are allocated to the Basic Plan:</p> <ul style="list-style-type: none"> ■ 100% of Employer Contributions (<i>i.e.</i>, 9%) on the first \$20,000 of Covered Earnings; and ■ 6.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000. <p>In addition, the Basic Plan receives additional contributions from residuals, such as supplemental market income (<i>e.g.</i>, theatrical films released to television, video, new media, etc.).</p>	<p>No Employee Contributions required.</p>
Supplemental Plan	<p>Effective July 1, 2023, contributions on your Covered Earnings are allocated to the Supplemental Plan as follows:</p> <ul style="list-style-type: none"> ■ 2.2% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; ■ 100% of Employer Contributions (<i>i.e.</i>, 9%) on Covered Earnings in excess of \$150,000; and ■ 100% of Employee Contributions. 	<p>Effective July 1, 2023, you must contribute 2.5% of Covered Earnings.</p> <ul style="list-style-type: none"> ■ These amounts are deducted by your Employer directly from your pay and remitted to your Supplemental Plan Individual Account on your behalf. <p>You may also rollover funds into your Supplemental Plan Individual Account from your other eligible retirement plans.</p>

Section 3. Qualifying for Benefits from the Pension Plans

To become eligible for benefits under the Basic or Supplemental Plans, you must first become vested.

Basic Plan Vesting

Under the Basic Plan, there are three ways to become vested. See *Vesting* beginning on page 17 for more information.

	Vesting Requirements	Benefit Options
Ten-Year Vesting	You have accrued at least 120 Credited Service Months at any time over your career.	You are eligible for a normal retirement, early retirement, pre-retirement death, or disability retirement pension (subject to disability pension rules).
Five-Year Vesting	You have accrued five Plan Credit Years, subject to the Break in Service and Permanent Break in Service rules.	You are eligible for a normal retirement pension. You are not eligible for early retirement, disability retirement, pre-retirement survivor benefits if unmarried, or Lump Sum payment options.
Anniversary Vesting	You: (i) are age 65 or over; (ii) have five years of participation in the Basic Plan, without taking into account any participation commencement date preceding a Permanent Break in Service; and (iii) earn a Plan Credit Year in your fifth anniversary date year after satisfying requirements (i) and (ii). If you satisfy requirements (i) and (ii) but do not earn a Plan Credit Year in your fifth anniversary date year, you will meet the criteria for Anniversary Vesting if you earned a Plan Credit Year in the immediately preceding Plan Year, and have any reportable compensation in your applicable anniversary date year.	You are not eligible for early retirement, disability retirement, pre-retirement survivor benefits if unmarried, or Lump Sum payment options.

Anniversary Vesting (cont'd)	Vesting Requirements	Benefit Options
	<p>If you still do not satisfy the requirements for Anniversary Vesting status, you must repeat the preceding steps each subsequent Plan Year until you either satisfy the criteria for Anniversary Vesting or incur a Permanent Break in Service. See page “Determining If You Have Attained Anniversary Vesting Status” on page 20 for more information.</p>	

Supplemental Plan Vesting

You are always fully vested in the portion of your Supplemental Plan Individual Account attributable to Employee Contributions and rollovers.

You will become fully vested in the portion of your Individual Account attributable to Employer Contributions as of the earliest date you:

- earn 36 Credited Service Months in the Basic Plan;
- turn age 60;
- become entitled to disability benefits from the Social Security Administration;
- die; or
- earn three Plan Credit Years.

You will eventually become vested in the Employer Contribution portion of your Individual Account unless you withdraw prior to vesting.

See page 17 for more details.

Section 4: Benefit Payment Options

The Pension Plans offer several payment options for eligible Participants. See *Payment Options* beginning on page 31 for the Basic Plan and page 46 for the Supplemental Plan for more information.

	Basic Plan	Supplemental Plan
Single Life Annuity	X	X
Participant and Partner Pension	X	

	Basic Plan	Supplemental Plan
Ten-Year Certain & Life Annuity	X	X
100%, 75%, 50% Joint & Survivor Annuities	X	X
Immediate Lump Sum/Single Life Annuity, if eligible	X	
Deferred Lump Sum, if eligible	X	
Partial Distributions		X
QLAC (Qualified Longevity Annuity Contract)		X
Lump Sum/Annuity combination		X

Section 5: Retirement Timeline

6–12 Months Before Your Intended Benefit Start Date

- Plan and research your eligibility for benefits from the Basic and Supplemental Plans and available payment options.
- Contact the Plans for personalized benefit estimates.
- Decide on your desired date to start taking your pension benefits.
- Consult with a financial advisor to ensure you understand the pros and cons of the various benefit options and related tax consequences, as your benefit election cannot be revoked once benefits begin.

3–6 Months Before Your Intended Benefit Start Date

- Contact the Plans to receive assistance with planning your benefit distributions. You can schedule a one-on-one meeting with Plans representatives virtually or in-person by calling the Plans at (877) 866-2200.
- Gather required documents to confirm your date of birth and marital status (*e.g.*, birth certificate, marriage certificate, divorce decree, etc.). If you believe any of these documents are already on file with the Plans office, call us at (877) 866-2200, Ext. 404 to confirm.

60–90 Days Before Your Intended Benefit Start Date

- Submit a Benefit Application Request Form at least 60 days prior to your intended benefit start date.

30 Days Before Your Intended Benefit Start Date	
Basic Plan	Supplemental Plan
<ul style="list-style-type: none"> ■ Submit your completed Basic Plan application and any required documentation by the 15th day of the month prior to your intended benefit start date. <p>(e.g., If you would like to receive your Basic Plan benefit on or about June 1st, your application must be received no later than May 15th.)</p>	<ul style="list-style-type: none"> ■ Submit your completed Supplemental Plan application and any required documentation by the last day of the month prior to your intended benefit start date. <p>(e.g., If you would like to receive your Supplemental Plan benefit on or about June 15th, your application must be received no later than May 31st.)</p>
Benefit Start Date	
Basic Plan	Supplemental Plan
<ul style="list-style-type: none"> ■ Your Basic Plan benefit commences on or about the 1st of the month. 	<ul style="list-style-type: none"> ■ Your Supplemental Plan benefit will be paid on or about the 15th of the month.
After Your Benefit Start Date	
Basic Plan	Supplemental Plan
<ul style="list-style-type: none"> ■ Submit an Employment Recap Form (only required if you are receiving a monthly Basic Plan benefit) to the Plans office whenever you return to Covered Employment for eight or more days during a calendar month. ■ Update your Beneficiary designations on file with the Plans. Please note Beneficiary designations are not automatically revoked upon death or divorce. You must designate and update your Beneficiary designations using the Plans' form. 	<ul style="list-style-type: none"> ■ Unlike the Basic Plan, your Supplemental Plan benefits will not be suspended if you return to Covered Employment. ■ Complete a Post-Retirement Distribution Application Request Form to make changes to the amount and/or frequency of any Partial Distributions. ■ You can roll over eligible funds into the Supplemental Plan at any time. ■ Update your Beneficiary designations on file with the Plans. Please note Beneficiary designations are not automatically revoked upon death or divorce. You must designate and update your Beneficiary designations using the Plans' form.

If you have not already done so, you are required to commence your Basic Plan and Supplemental Plan benefits and take Required Minimum Distributions by your Required Beginning Date, in accordance with Plans rules, Code Section 401(a)(9) and the regulations issued thereunder. Your Required Beginning Date is April 1 of the calendar year following the calendar year in which you turn age 73¹.

¹Your Required Beginning Date is the April 1 of the calendar year following the calendar year in which you turn age 72, if you turned 72 before January 1, 2023, or the April 1 of the calendar year following the calendar year in which you turned age 70 ½, if you turned 70½ before January 1, 2020.

TERMS TO KNOW

Before you read further details about the Pension Plans, you should familiarize yourself with the following common terms used throughout this Summary Plan Description:

(a) Credited Service Months (“CSMs”)

Under the Basic Plan, Credited Service Months, or “CSMs”, are used to determine:

- your vested status (*i.e.*, eligibility to receive a pension benefit); and
- the amount of pension payable.

You earn Credited Service Months based on your reportable Earnings during a Plan Year. You may earn Credited Service Months either by meeting the earning requirements (as described in the table on page 16) or through contiguous non-covered service (as described on page 16).

Currently, a Plan Year is the calendar year (*i.e.*, January 1 – December 31). Prior to 1993, a 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.

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

Credited Service Months are considered earned in the month that Covered Employment is performed, regardless of when contributions are received by the Plans.

(b) Plan Credit Year

You will earn one (1) Plan Credit Year when 12 Credited Service Months are earned in a Plan Year, or when you work at least 100 days in Covered Employment within a Plan Year, regardless of Covered Earnings.

(c) Break in Service

A Break in Service occurs in any Plan Year you do not accrue at least seven Credited Service Months.

(d) Vesting

To become eligible for benefits under the Basic Pension Plan and/or the Supplemental Pension Plan, you must first become vested.

For Basic Plan vesting requirements, refer to page 17.

For Supplemental Plan vesting requirements, refer to page 44.

(e) Retired

For the Basic Plan, if benefits have not commenced by your Required Beginning Date, you will be considered Retired as of your Required Beginning Date. Similarly, if you chose to start receiving your pension benefits before your Required Beginning Date, you will be considered Retired as of the date you commence your pension benefits. For guidance to help determine your Required Beginning Date, please refer to the *Required Beginning Date* section directly below.

For the Supplemental Plan, you will be considered Retired as of the date you commence your pension benefits.

(f) Required Beginning Date

Your Required Beginning Date is the date you must take a Required Minimum Distribution payable in accordance with Code Section 401(a)(9) and the Treasury regulations issued thereunder. For the Basic Plan, if benefits have not commenced by your Required Beginning Date, you will be considered Retired as of your Required Beginning Date. Your Required Beginning Date is determined as follows:

- **If you turned age 70 ½ before January 1, 2020:** Your Required Beginning Date is April 1 of the calendar year following the calendar year you turned age 70½. For example, if you turned 70½ in 2019, your Required Beginning Date is April 1, 2020.
- **If you turned age 70½ on or after January 1, 2020 and also turned age 72 before January 1, 2023:** Your Required Beginning Date is April 1 of the calendar year following the calendar year you turned age 72. For example, if you turned 72 in 2022, your Required Beginning Date is April 1, 2023.
- **If you turn age 73 on or after January 1, 2023:** Your Required Beginning Date is April 1 of the calendar year following the calendar year you turn age 73. For example, if you turned 73 in 2024, your Required Beginning Date is April 1, 2025.

(g) Required Minimum Distribution

The Required Minimum Distribution is the minimum distribution payable in accordance with Code Section 401(a)(9) and the Treasury regulations issued thereunder. 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. Furthermore, after you take your first Required Minimum Distribution by your Required Beginning Date (*i.e.*, April 1 of the calendar year following the calendar year you turn age 73), you must take subsequent Required Minimum Distributions by December 31 of each year, beginning with the calendar year containing your Required Beginning Date.

For example, if you turn 73 in 2025, your Required Beginning Date is April 1, 2026, meaning your first Required Minimum Distribution is due by April 1, 2026. Thereafter, your second Required Minimum Distribution must be taken on or before December 31, 2026.

For more information on Required Minimum Distribution, refer to the *Required Beginning Date* section beginning on page 30.

(h) Suspensible Service

Suspensible Service is employment in the same industry, in the same trade or craft worked under Covered Employment, and in the same geographic areas covered by the Plan. If you are employed in Suspensible Service for more than seven days in a month while receiving a Basic Plan monthly pension benefit, your monthly pension may be suspended.

For more information on suspension of benefits, refer to the *When Your Benefits May Be Suspended* section beginning on page 36.

(i) Incoming Rollovers

The Supplemental Plan accepts contributions from other Qualified Retirement Plans. These contributions are called “incoming rollovers.” If you are eligible to receive a Lump Sum benefit from the Basic Plan, you can roll over those monies directly into your Supplemental Plan Individual Account, rather than move the funds to an outside financial institution.

For more information on rollovers, refer to the section titled *Rollovers into the Supplemental Plan* beginning on page 42.

(j) Beneficiary

A Beneficiary is a person (or persons) or entity (such as a trust) designated by you to receive benefits in the event of your death. Please note Beneficiary designations are not automatically revoked upon death or divorce. You must designate and update your Beneficiary designations using the Plans’ form.

(k) Contingent Annuitant

A Contingent Annuitant is a person, designated by you, who is entitled to annuity payments commencing upon your death, if you elected a Joint & Survivor Annuity payment option.

(l) The Multi-Year Rule for Directors, Assistant Directors and Unit Production Managers of Theatrical Motion Pictures

In accordance with the Collective Bargaining Agreements, contributions to the Basic Plan for Directors are only payable on the first \$300,000 of Earnings per theatrical motion picture, and the first \$250,000 of Earnings for Assistant Directors and Unit Production Managers. However, Directors, Assistant Directors and Unit Production Managers will frequently reach their respective limits in the first year of production and will continue to perform services in their DGA capacity on the same project in the next calendar year.

In order to allocate credit to the Pension Plans for work performed in the second calendar year, a special provision referred to as the “Multi-Year Rule” was created, effective September 1, 1999. The Multi-Year Rule only applied to Directors until June 30, 2020. Effective July 1, 2020, the Multi-Year Rule was expanded to Assistant Directors

and Unit Production Managers as detailed further below. When a Director, Assistant Director or Unit Production Manager meets the criteria for the Multi-Year Rule, it affects their contributions and limits in the Basic and Supplemental Plans. Employment that falls under the Multi-Year Rule should be designated as such on the individual’s deal memo.

For information on the Multi-Year Rule as it applies to the Basic Plan, refer to the section titled *The Multi-Year Rule for Directors, Assistant Directors and Unit Production Managers of Theatrical Motion Pictures* beginning on page 21.

For information on the Multi-Year Rule as it applies to the Supplemental Plan, refer to the section titled *The Multi-Year Rule for Directors, Assistant Directors and Unit Production Managers of Theatrical Motion Pictures* beginning on page 44.

THINGS FOR YOU TO DO

(a) Let Us Know Where You Are

Keep the Plans office informed of any changes to your contact information (including phone numbers, mailing addresses and email addresses) to ensure that you receive all of the Plans' communications, including important changes that may affect your benefits. It is your responsibility to keep your contact information with the Plans current. Please note you must notify the Pension Plans separately of any changes to your contact information to ensure that you receive all communications from the Plans, even if you already provided updated information to your Employer, the DGA or the US Postal Service.

The Plans' address and contact information are noted below:

DGA—Producer Pension Plans
5055 Wilshire Blvd.
Suite 600
Los Angeles, California 90036
www.dgaplans.org
Phone: (323) 866-2200
Toll Free: (877) 866-2200
Fax: (323) 866-2372
Email: pension@dgaplans.org

(b) 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 Plans office.

To change your Beneficiary designation, you must file a new form. Your Beneficiary designation will remain effective until you change or revoke it by executing a new Beneficiary Designation Form. Your Beneficiary designation does not automatically change upon death or divorce (and is not affected by state law or any state law proceedings).

The Beneficiary Designation Form is available from the Plans' website at www.dgaplans.org. You may

also call the Plans office and request that a copy of the form be mailed to you at no cost.

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.

For any individual designated as a Beneficiary, you must provide the last four digits of the individual's Social Security number.

For an organization designated as a Beneficiary (*e.g.*, a charity), you must provide the:

- organization's name;
- organization's address; and
- 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);
- the Trustee(s) of the trust must be identifiable; and
- contact information must be provided for the Trustee(s) of the trust.

A new Beneficiary designation will not change the Contingent Annuitant for any Joint & Survivor Annuity payment option that you may have chosen at retirement. For example, if you elected a Joint & Survivor Annuity 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 Annuity payment option, you may change your designated Beneficiary, but you should notify the Plans office (or the insurance company paying the annuity for the Supplemental Plan) separately.

If the Plans office does not have a completed Beneficiary Designation Form on file 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:

1. your surviving Spouse, provided that the Spouse was your Spouse for at least 12 consecutive months prior to your death; then
2. the duly appointed and currently acting personal representative of your 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:

1. surviving children (including by right of representation the issue of any deceased child or children);
2. surviving grandchildren;

3. surviving parents;
4. surviving brothers and sisters; then
5. such other person as may be chosen in the discretion of the Trustees.

(c) Notify the Plans Office if Your Family Status Changes

Inform the Plans office of any changes in your family status such as:

- marriage;
- birth or adoption of a child;
- death of a Spouse; or
- divorce.

(d) 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 Plans 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 Plans office as soon as possible at the phone numbers below:

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

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

THE BASIC PLAN

The Directors Guild of America–Producer Pension Plans Basic Benefit Plan (the “Basic Plan” or “Basic Benefit Plan”) is a defined benefit pension plan that provides eligible Participants with a fixed monthly benefit payable over their lifetime or other set period of time. A Lump Sum benefit is also available in certain cases for Participants who worked in Covered Employment prior to 1999.

The monthly benefit payable to you under the Basic Plan is calculated based on a formula that considers the amount of your Earnings and number of Credited Service Months earned and is calculated as of your Normal Retirement Age (generally age 65). If you retire early, your monthly benefit will be reduced to account for a longer payment schedule. If you decide to retire after Normal Retirement Age, your benefit may be actuarially increased.

If you meet the applicable Basic Plan vesting and eligibility requirements, some of the features that you can look forward to are:

- benefits for your lifetime that may begin as early as age 55;
- several benefit payment options;
- survivor benefits for your Spouse or designated Beneficiary; and
- disability pension benefits at any age.

The Basic Plan is funded entirely by Employer Contributions and contributions from residuals, such as 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).

Participating and Vesting

Participating

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 Basic 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:

- your eligibility to receive a pension (*i.e.*, vested status); and
- the amount of pension payable.

You earn Credited Service Months based on your reportable Earnings during a Plan Year. Currently, a Plan Year is the calendar year (*i.e.*, January 1 through December 31). Prior to 1993, a 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. For more information, refer to the *Credited Service Months Earnings Requirements* table on the next page.

You 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 by the Plans.

CREDITED SERVICE MONTHS EARNINGS REQUIREMENTS

Time Period	Requirement to Earn One Credited Service Month	Requirement to Earn Twelve 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 in Earnings	\$7,200 in Earnings
12/22/68 to 12/24/77	\$833.33 in Earnings	\$10,000 in Earnings
12/25/77 to 12/31/93	\$757.58 in Earnings	\$9,091 in Earnings
1/1/94 to 12/31/02	\$1,800 in Earnings	\$21,600 in Earnings
2003 & 2004	\$2,400 in Earnings	\$28,800 in Earnings
2005	\$2,500 in Earnings	\$30,000 in Earnings
2006	\$2,600 in Earnings	\$31,200 in Earnings
2007 to 2009	\$2,700 in Earnings	\$32,400 in Earnings
2010 to 2015	\$3,000 in Earnings	\$36,000 in Earnings
2016 to 2017	\$3,200 in Earnings	\$38,400 in Earnings
2018	\$3,400 in Earnings	\$40,800 in Earnings
2019	\$3,500 in Earnings	\$42,000 in Earnings
2020	\$3,600 in Earnings	\$43,200 in Earnings
2021	\$3,700 in Earnings	\$44,400 in Earnings
2022	\$3,800 in Earnings	\$45,600 in Earnings
2023 to 2024	\$3,900 in Earnings	\$46,800 in Earnings
2025 and later	\$4,100 in Earnings	\$49,200 in Earnings

You may earn Credited Service Months either by meeting the Earning requirements or through contiguous non-covered service.

CREDITED SERVICE MONTHS EARNINGS REQUIREMENTS

See the table above (↑) for the Plans' Credited Service Months Earnings Requirements.

CONTIGUOUS NON-COVERED SERVICE

For vesting purposes only, you 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 you have minimum Earnings as described in the *Credited Service Months Earnings Requirements* table above in connection with employment on or after December 26, 1976; and
- 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 the previous page.

Documentation acceptable to the Basic 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.

Vesting

You become vested under the Basic Plan by satisfying its vesting requirements.

If you are not vested under the Basic Plan, you will not receive any benefits from the Basic Plan.

There are three ways to become vested in the Basic Plan:

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

Ten-Year Vesting

You will become vested under the Ten-Year Vesting rule when you accrue at least 120 Credited Service Months.

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

When you attain Ten-Year Vesting status, you are eligible for:

- normal retirement;
- early retirement;

- disability retirement (if you accrued at least 12 Credited Service Months in the 36 months immediately prior to the disability onset date—see section titled *Disability Retirement Pension* on page 26 for more information.); and
- pre-retirement survivor benefits.

Five-Year Vesting

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

Under the Five-Year Vesting rules, you will become vested when you accrue five Plan Credit Years, subject to the Permanent Break in Service rules discussed further on page 18.

If you are vested solely under Five-Year Vesting status (and not under Ten-Year Vesting status), you are eligible for retirement benefits at age 65. You are not eligible for:

- early retirement;
- disability retirement;
- Lump Sum payment options; and
- pre-retirement survivor benefits, if you are unmarried.

The following three factors, which are explained further in the sections that follow, are considered when determining if you are 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 you have 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 you earn 12 Credited Service Months.

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

- earn 12 Credited Service Months; or
- receive Covered Earnings for 100 or more days.

Plan Years in which you do 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 you do not:

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

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 five or more and
- equals or exceeds the number of your Plan Credit Years earned.

For Five-Year Vesting purposes, when you have a Permanent Break in Service prior to attaining vesting status, 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.

For a more detailed example to illustrate how Plan Credit Years are earned and the implications of a Permanent Break in Service, consider the following hypothetical case of Participant B:

2021: Participant B begins work under the Basic Plan on January 1, 2021. Throughout this year, Participant B works in Covered Employment, earning a total of 12 Credited Service Months, which qualifies as one Plan Credit Year.

2022 to 2024: Each year, Participant B continues to work full-time in Covered Employment, earning 12 Credited Service Months annually. For each of these years, Participant B accrues an additional Plan Credit Year, accumulating a total of four Plan Credit Years by the end of 2024.

2025-2029: Starting January 1, 2025, Participant B leaves Covered Employment and does not engage in any work that would earn Credited Service Months until January 1, 2030. As a result, each of these years are counted as a Break in Service year because Participant B does not earn any Credited Service Months.

The consequence of accumulating five Break in Service years, which equals and exceeds the previously earned four Plan Credit Years, is that Participant B experiences a Permanent Break in Service. As a result, all of Participant B's previously earned Plan Credit Years are disregarded.

Upon Participant B's return to Covered Employment on January 1, 2030, they will have zero accrued Plan Credit Years for Basic Plan purposes, due to the Permanent Break in Service. Therefore, to become vested under the Five-Year Vesting rule, Participant B will now need to accumulate five Plan Credit Years starting in 2030.

2030: Assuming Participant B works the entire year in Covered Employment and earns 12 Credited Service Months, they would earn one new Plan Credit Year for 2030. They will need to continue earning four additional Plan Credit Years without another Permanent Break in Service, in order to become vested under the Five-Year Vesting rule.

BREAK IN SERVICE RULES FOR PARTICIPANTS WHO RENDER SERVICES IN THE UNIFORMED SERVICES

You may receive credit for Plan purposes when you serve in the Uniformed Services and then return to Covered Employment. Generally, 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 up to five years of Earnings for the period in which you served in the Uniformed Services. 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. To be eligible to receive vesting credit for your periods of military service, you must notify the Pension Plans before you leave that you are entering military service, leave military service under honorable conditions, and report back to work or apply for reemployment within the time frame required by law after you complete your active duty.

TIMING OF EARNINGS

In order to qualify for Five-Year Vesting, you must have Earnings in 1999 or later.

- If you have incurred at least one Break in Service year since your last Plan Credit Year, you 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 you have not incurred a Break in Service year since your last Plan Credit Year, you will become vested if you subsequently have any Earnings in 1999 or later and before you have a Break in Service. In addition, all of the other Five-Year Vesting requirements must be met.

You are vested once all of the requirements for Five-Year Vesting status have been satisfied. Once

vested, you cannot lose vested status through a Permanent Break in Service. You can also become Ten-Year Vested (120 Credited Service Months) and become eligible for other pension benefit options.

Anniversary Vesting

If you have not attained Ten-Year Vesting status or Five-Year Vesting status, you may attain Anniversary Vesting status if you: (i) are age 65 or over; (ii) have five years of participation in the Basic Plan, without taking into account any participation commencement date preceding a Permanent Break in Service; and (iii) earn a Plan Credit Year in your fifth anniversary date year after satisfying requirements (i) and (ii).

If you satisfy requirements (i) and (ii) but do not earn a Plan Credit Year in your fifth anniversary date year, you will meet the criteria for Anniversary Vesting if you earned a Plan Credit Year in the immediately preceding Plan Year, and have any reportable compensation in your applicable anniversary date year.

If you still do not satisfy the requirements for Anniversary Vesting status, you must repeat the steps above each subsequent Plan Year until you either satisfy the criteria for Anniversary Vesting or incur a Permanent Break in Service.

If you are vested solely under Anniversary Vesting (and not under Five-Year or Ten-Year Vesting status), you are not eligible for the following:

- early retirement;
- disability retirement;
- Lump Sum options; and
- pre-retirement survivor benefits for unmarried Participants.

For information on how to determine if you have attained Anniversary Vesting, refer to the graphic on page 20.



How It Works:

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.

1

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

If your initial pension contribution was made in 1999 or earlier, the year in which the initial 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 2020, you began participation in the Basic Plan in 2021).

2

Determine your applicable anniversary date.

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

For example, if your initial Credited Service Month was earned in July 2020, your applicable anniversary date would be January 1, 2026 (as January 1, 2026 is the five-year anniversary of January 1, 2021, and 2021 is the year in which you commenced participation in the Basic Plan).

3

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

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;
- 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.

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, 2021 and you earned a Plan Credit Year in 2021, you meet the criteria for Anniversary Vesting status.

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

5 Determine if you 1) earned a Plan Credit Year in the year immediately prior to your applicable anniversary date year and 2) have reportable compensation in your applicable anniversary date year.

For example, if your applicable anniversary date is January 1, 2021 and you earned a Plan Credit Year in 2020 and you had any reportable compensation in 2021, you meet the criteria for Anniversary Vesting status.

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

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.

The Multi-Year Rule for Directors, Assistant Directors and Unit Production Managers of Theatrical Motion Pictures

In accordance with the Collective Bargaining Agreements, contributions to the Pension Plans for Directors are only payable on the first \$300,000 of Earnings per theatrical motion picture, and the first \$250,000 of Earnings for Assistant Directors and Unit Production Managers. However, Directors, Assistant Directors and Unit Production Managers will frequently reach their respective limits in the first year of production and will continue to perform services in their DGA capacity on the same project in the next calendar year.

In order to allocate credit to the Basic Plan for work performed in the second calendar year, a special provision referred to as the “Multi-Year Rule” was created, effective September 1, 1999. The Multi-Year Rule only applied to Directors until June 30, 2020. Effective July 1, 2020, the Multi-Year Rule was expanded to Assistant Directors and Unit Production Managers as detailed further below. When a Director, Assistant Director or Unit Production Manager meets the criteria for the Multi-Year Rule, it affects their contributions and limits in the Basic and Supplemental Plans. Employment that falls under the Multi-Year Rule should be designated as such on the individual’s deal memo.

For a detailed description of how the Multi-Year Rule applies in the Supplemental Plan, please refer to the section titled *Multi-Year Rule for Directors, Assistant Directors and Unit Production Managers of Theatrical Motion Pictures* beginning on page 44.

For Directors:

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

- the Director is entitled to Earnings in excess of \$250,000 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; and
- the Director will receive Earnings of at least \$150,000 in the first Plan Year.

If the above circumstances are met:

- The Employer shall contribute 8.5% of the first \$150,000 in Earnings paid to the Director in the first Plan Year. Of those amounts, 8.5% of the first \$20,000 and 6.3% of all Earnings exceeding \$20,000 and up to a maximum of \$150,000 are allocated to the Basic Plan.
- The Employer shall contribute 8.5% on Earnings paid to the Director in the second Plan Year, up to a maximum of \$150,000, but all of such contributions will be allocated to the Director's Individual Account in the Supplemental Plan, and no portion of such contributions will be allocated to the Basic Plan. However, the Director will receive Credited Service Months in the Basic Plan as if contributions were made on such amounts in the second year. The amounts paid in the second year, up to \$150,000, do not count toward the \$150,000 Earnings limit in the second year.

- Different rules apply for multi-year theatrical motion pictures that started in 1999 through 2005 and also 2006 through June 30, 2023. Please contact the Plans office for more information.

For Assistant Directors and Unit Production Managers:

Under the Multi-Year Rule, an Assistant Director or Unit Production Manager will be credited with 12 Credited Service Months and Earnings of \$150,000 (the maximum under Basic Plan rules) for the first year under the following circumstances:

- the Assistant Director or Unit Production Manager is entitled to Earnings in excess of \$200,000 for a single theatrical motion picture;
- the principal photography commences with an employment period in one calendar year and ends in a subsequent calendar year; and
- the Assistant Director or Unit Production Manager will receive Earnings of at least \$50,000 in each Plan Year.

If the above circumstances are met:

- The Employer shall contribute 8.5% of the Assistant Director's or Unit Production Manager's Earnings in the first Plan Year, up to a maximum of \$150,000. Of those amounts, 8.5% of the first \$20,000 and 6.3% of all Earnings exceeding \$20,000 and up to a maximum of \$150,000 are allocated to the Basic Plan.
- The Employer shall contribute 8.5% of the Assistant Director's or Unit Production Manager's Earnings in the second Plan Year, up to a maximum of \$100,000. Of those amounts, 8.5% of the first \$20,000 and 6.3% of all Earnings exceeding \$20,000 and up to a maximum of \$100,000 are allocated to the Basic Plan.

- Different rules apply for multi-year theatrical motion pictures that started in July 1, 2020 through June 30, 2023. Please contact the Plans office for more information.

For more information on Earnings limitations, refer to the *Limitations* section beginning on page 60.

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

You may receive credit when you serve in the Uniformed Services and then return to Covered Employment. Generally, 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 up to five years of Earnings for the period in which you served in the Uniformed Services. Accrual of Earnings is determined based on your 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.

If you die while serving in the Uniformed Services on or after January 1, 2007, you shall receive the same vesting and survivorship rights as you would have received if you had resumed employment with an Employer the day before your death.

To be eligible to receive vesting credit for your periods of military service, you must notify the Pension Plans before you leave that you are entering military service, leave military service under honorable conditions, and report back to work or apply for reemployment within the time

frame required by law after you complete your active duty.

Also refer to the *Break in Service Rules for Participants Who Render Services in the Uniformed Services* section beginning on page 19.

Pension Types and Amounts

The Basic Plan provides the following types of pensions:

- early retirement;
- normal retirement;
- late retirement; and
- disability retirement.

Before you are eligible for any type of retirement benefit, you must meet the vesting requirements described in the *Vesting* section beginning on page 17. In addition, you must have Retired as that term is further described in the next section.

Retirement Defined

Before your Required Beginning Date (see the *Required Beginning Date* section on page 30), you will be considered Retired from the Basic Plan as of the date you commence your pension benefits.

If benefits have not commenced by your Required Beginning Date, you will be considered Retired as of your Required Beginning Date. Distributions from the Basic Plan are mandatory as of your Required Beginning Date. If you do not apply for benefits before your Required Beginning Date, the Plan is required by ERISA to commence benefits, payable as a 50% Joint & Survivor Annuity benefit if you are married or a Single Life Annuity benefit if you are not married.

TYPES AND OPTIONS OF BENEFITS AVAILABLE AT DIFFERENT VESTING LEVELS

Option/Benefit	Five-Year Vesting	Ten-Year Vesting	Anniversary Vesting
Early retirement		X	
Normal retirement	X	X	X
Disability retirement		X	
Pre-retirement survivor benefit (married at least 12 months)	X	X	X
Pre-retirement survivor benefit (married less than 12 months or non-Spouse Beneficiaries)		X	
Lump Sum options		X	

Early Retirement

Eligibility

You are eligible for early retirement if you meet the following requirements:

- are between age 55 and age 65; and
- have accrued at least 120 Credited Service Months.

Amount of Pension

The amount of the early retirement pension is lower than the normal retirement pension, because it is anticipated that you will receive benefits over a longer period of time.

Effective for benefits accrued prior to 2018, there is a 1/4% reduction for each month (3% for each year) that you are under age 65 at the time of retirement.

Effective for benefits that accrue on or after January 1, 2018, there is a 1/4% reduction for each month (3% for each year) that you are under age 65 but over age 62, and a 5/12% reduction for each month (5% for each year) that you are under age 62 at the time of retirement.

For illustration purposes, the charts on the next page ([↗](#)) show the monthly amount of early retirement benefits 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.

Normal Retirement Pension

Eligibility

You are eligible for a normal retirement pension if you meet the following requirements:

- are age 65 or older (Normal Retirement Age); and
- vested under either Ten-Year Vesting, Five-Year Vesting or Anniversary Vesting rules.

Amount of Pension

Your monthly pension amount is calculated using the greater of:

- the Career Average Earnings (“CAE”) Formula; or

Early Retirement Benefit Amounts (for benefits accrued prior to January 1, 2018)		
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

Early Retirement Benefit Amounts (for benefits accrued on or after to January 1, 2018)		
Age	% Reduction	Maximum Amount
55	44%	\$3,080
56	39%	\$3,355
57	34%	\$3,630
58	29%	\$3,905
59	24%	\$4,180
60	19%	\$4,455
61	14%	\$4,730
62	9%	\$5,005
63	6%	\$5,170
64	3%	\$5,335

- the Credited Service Months (“CSM”) Formula (only takes into account Credited Service Months earned through January 1, 1994).

Both formulas are described under the section titled *Calculating Your Benefit Amounts, Choosing a Payment Option and Applying for Benefits* beginning on page 28.

Late Retirement Pension—Actuarial Increase Due to Delayed Retirement

Effective for benefits that accrue on or after January 1, 2015, if the Effective Date of your pension is after your Normal Retirement Age, your 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 you were eligible for a normal retirement pension (Normal Retirement Age) and the Effective Date of the pension, the amount of the actuarial increase is 3/4% per month after Normal Retirement Age.

If your total monthly normal retirement benefit including the applicable actuarial increase is less than the benefit calculated at your retirement (using all Career Average Earnings, all Credited Service Months and the benefit formula in effect at the time of your retirement), you will receive the greater amount. This comparison will be done as of the end of each Plan Year of late retirement.

This actuarial increase is applied to the accrued normal retirement pension monthly benefit amount earned on or after January 1, 2015. When the actuarial increase is applied, the formula excludes any Earnings that were earned after your attainment of Normal Retirement Age.

Effective for benefits that accrue on or before December 31, 2014, if the Effective Date of your pension is after the date on which you are eligible for a normal retirement pension, your 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 you were 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 your Required Beginning Date.

This actuarial increase is applied to the accrued normal retirement monthly benefit amount earned on or before December 31, 2014. When the actuarial increase is applied, the formula excludes any Earnings that were earned after your attainment of Normal Retirement Age.

For service on or before December 31, 2014, months in which your benefit would have been suspended (eight or more days of 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 your benefits could have been suspended.

If your total monthly benefit, including the applicable actuarial increase, is less than the benefit calculated at your retirement (using all Career Average Earnings, all Credited Service Months and the benefit formula in effect at the time of your retirement), you will receive the greater amount. This comparison will be done as of the end of each Plan Year of late retirement.

Disability Retirement Pension

Eligibility

You are eligible to receive a disability retirement pension benefit if you meet all of the following requirements:

- provide a copy of the Notice of Award and determination by the Social Security Administration confirming that you are

disabled and entitled to a disability benefit in connection with the Social Security Administration Retirement, Survivors, and Disability Insurance program;

- are younger than age 65;
- have accrued at least 120 Credited Service Months;
- have not received a retirement benefit from the Basic Plan; and
- have accrued at least 12 Credited Service Months in the 36 months immediately preceding the disability onset date as set forth by the Social Security Administration in its Notice of Award.

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 the disability pension benefits.

Amount of Pension and Form of Benefit

The disability retirement pension pays the same amount as the normal retirement pension (as if you were age 65 at the time of the disability). No Lump Sum option is available under the disability retirement pension. In addition, reduction factors for various payment options are higher than for non-disability pensions (see the *Payment Options* section beginning on page 31).

Procedures for Disability Pension Payments and Effective Date

If the application for a disability retirement pension and the Notice of Award from the Social Security Administration are filed with the Plans office within 90 days after the notice of Social Security benefits was issued, and if all other disability eligibility requirements are satisfied, disability benefits will become effective on the date that your Social Security disability benefits become effective (*i.e.*, the date of entitlement to Social Security disability benefits as set forth in your Notice of Award).

If the application for a disability pension and the Notice of Award from the Social Security Administration are not filed with the Plans office within 90 days after the notice of Social Security benefits was issued, disability benefits will be effective on the first of the month following the month that you file the application and the Notice of Award with the Plans office, provided that all other disability eligibility requirements are satisfied and the application is received by the 15th of that prior month.

If your 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 you have met all of the requirements for a disability retirement pension except for the Notice of Award from Social Security and are between age 55 and 64, you may be eligible to retire under an early retirement pension (see the *Early Retirement* section beginning on page 24 for more information) and convert that pension into a disability retirement pension upon receipt of the Notice of Award. In order to do this, you must have applied to Social Security and provided the Pension Plans 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 retirement pension, the same payment option elected under the early retirement pension will apply.

The optional form reduction factors for disability retirement pensions are higher than for early retirement pensions. In certain cases, the conversion to a disability retirement pension may

not result in the highest possible benefit. Be sure to ask a Plans representative to detail all your available retirement options before selecting your benefit payment option.

No conversion is allowed if the early retirement pension was taken as an Immediate Lump Sum or Deferred Lump Sum. If the Social Security Administration does not approve the disability, then you will continue to receive your early retirement pension, subject to the Plan's suspension rules.

You may not revoke your early retirement election.

Recovery from Disability

A disability retirement pension will continue for as long as you remain totally disabled. If your Social Security disability benefits are suspended or terminated, your disability retirement pension will be similarly suspended or terminated.

If your Social Security disability benefits are suspended or terminated prior to age 65, you must report this to the Plans office in writing within 21 days after receiving notification of the loss of entitlement from the Social Security Administration.

If you do not notify the Plans office within 21 days, the Plans office will delay your subsequent retirement from the Basic Plan for a period of six months. In addition, the Plans office will offset your subsequent retirement benefit by the amount of disability pension benefits that you received to which you were not entitled.

A disability retirement pension may also be suspended in accordance with the suspension rules described in the section titled *When Your Benefits May be Suspended* beginning on page 36.

If you are receiving a disability retirement pension when you attain age 65, the amount of the pension benefit will not be affected.

Calculating Your Benefit Amounts, Choosing a Payment Option and Applying for Benefits

1. If your initial date of participation in the Basic Plan is prior to January 1, 2020, your Basic Plan monthly pension amount is calculated using the greater of:

- the Career Average Earnings (“CAE”) Formula; or
- the Credited Service Months (“CSM”) Formula (only takes into account Credited Service Months earned through January 1, 1994).

Both formulas are described in the sections that follow.

2. If your initial date of participation in the Basic Plan is on or after January 1, 2020, your benefit amount will accrue at 93% of the rate in number 1 above, provided such rate of accrual shall be increased in accordance with the following chart depending on the total number of Credited Service Months earned:

Total Credited Service Months	Rate of Accrual [◆]
Less than or equal to 131 CSMS	93.0%
132 –143 CSMs	94.4%
144 –155 CSMs	95.8%
156 –167 CSMs	97.2%
168 –179 CSMs	98.6%
180 or more CSMs	100%

◆ Percentage of benefit amount as calculated using the Career Average Earnings Formula or Credited Services Months Formula, as applicable.

Under the preceding schedule, a Participant with an initial date of participation on or after January 1, 2020 will accrue pension benefits at 93% of the rate in number 1 until he or she earns 132 Credited Service Months, at which point his or her accrual rate will increase by 1.4% for each additional 12 CSMs earned until eventually reaching 100% of the rate in number 1 after earning 180 Credited Service Months. The applicable accrual rate corresponding to the total Credited Service Months earned shall apply to all Credited Service Months earned under the Plan.

The Career Average Earnings Formula

Under the Career Average Earnings Formula, the amount of your annual pension benefit is based on your Career Average Earnings and Credited Service Months earned after 1960.

Your Career Average Earnings are determined by:

- adding all your Earnings (up to \$150,000) for each Plan Year after December 24, 1960 in which you earned at least one Credited Service Month;
- dividing that total by the total number of Credited Service Months earned in all Plan Years after December 24, 1960; and
- multiplying by 12.

The maximum monthly benefit payable under the Basic Plan is \$5,500 if you retire on or after January 1, 2008. Subsequent changes in the monthly maximum will not increase your benefit, unless you have post-retirement Earnings accrued after the effective date of such change to the monthly maximum. In that case, any post-retirement Earnings will be used to calculate whether an additional retirement benefit is payable subject to the new monthly maximum.

For example, if you retire with \$5,500 and the maximum is increased to \$6,000, your benefit will



How It Works:

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.

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 were \$945,000.

2 Divide your total Earnings by the total number of CSMs after 1960.

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

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

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

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

Career Average Earnings	Career Average Earnings-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: $\$720 + (2.5\% \times (\$47,250 - \$20,000)) = \$1,401.25$

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

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

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

remain at \$5,500. If you accrue \$900 in additional benefits after you retire and after the effective date of the increase to the monthly maximum, your benefit will be increased to \$6,000.

The graphic on the previous page illustrates how to determine your benefit using the Career Average Earnings Formula.

The Credited Service Months Formula

The Credited Services Months Formula only takes into account Credited Service Months earned through January 1, 1994. In order to calculate your benefit under the Credited Service Months Formula, each Credited Service Month is multiplied by the applicable benefit multiplier. 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 you retire, if the benefit you receive would be greater using this formula rather than the Career Average Earnings Formula, you will receive the greater of the two benefits.

When and How to Apply for Benefits

Required Beginning Date

Your Required Beginning Date is April 1 of the calendar year following the calendar year in which you turn 73². If you reach your Required Beginning Date, you must take a Required Minimum Distribution payable in accordance with Code Section 401(a)(9) and the Treasury regulations issued thereunder.

²Your Required Beginning Date is the April 1 of the calendar year following the calendar year in which you turned age 72 if you turned 72 before January 1, 2023, or the April 1 of the calendar year following the calendar year in which you turned age 70½ if you turned 70½ before January 1, 2020.

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

Applying for Benefits

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

The first step in the process for receiving benefits is to request a benefit application from the Plans office.

Your request for a benefit application must be made in writing and must be submitted at least 60 days prior to your intended Effective Date. A Benefit Application Request Form is available on the Plans' website at www.dgaplans.org.

For a detailed description of the application process and the information required to complete a benefits application, refer to the section titled *Applying for Benefits* in *General Provisions* beginning on page 55.

APPLICATION DEADLINE

The Plans office must receive your completed Basic Plan benefit application and any required documents 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 and are subject to benefit recalculation. In addition, your application can be further delayed if it is turned in incomplete or requires additional information (e.g., marriage certificate, divorce decree, birth certificate, etc.).

Payment Options

When you request an application for pension benefits from the Basic Plan, the Plans' Pension Department will prepare the application, including estimates of payment options based on your retirement Effective Date.

All payment options are approximately equal in value, based on assumed life expectancies. This means that the expected lifetime benefit payments over your life and the life of your Contingent Annuitant, 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 will offer no continuation of monthly pension payments to a Spouse or Beneficiary upon your death, while others do offer survivor benefits. If the payment option provides for a continuation of payments to a surviving Spouse or other Beneficiary, there is a reduction in the amount payable to you during your lifetime.

If you decide to change your election, the Plans office must be notified no later than the business day prior to your retirement Effective Date. **Your payment option election is irrevocable after your retirement Effective Date.**

Your monthly benefit payment amount is based on your birth date (and the birth date of your Contingent Annuitant, if applicable). You must provide any information requested or required by the Plans office to process your application.

DEFAULT FORMS OF PAYMENT

The Basic Plan offers two default 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 default payment option for unmarried Participants.

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

Participant and Partner Pension

The Participant and Partner Pension payment option is the default form of payment for married Participants. However, if you and your Spouse sign a notarized statement rejecting the Participant and Partner Pension payment option, any eligible option may be elected. The Participant and Partner Pension payment option must be rejected during the 180 days prior to the retirement Effective Date.

The Participant and Partner Pension payment option provides a monthly benefit for your lifetime. Upon your death, survivor benefits are paid to your Spouse for their lifetime (assuming your Spouse outlives you). The survivor benefit payable to your Spouse will equal to 50% (or 75% or 100%, if elected) of the monthly benefit paid to you at the time of your 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 pension benefits paid to you during your lifetime. The factors used to calculate the amount of the Participant and Partner Pension payment option are based on your age and your Spouse's age, at the nearest birthday to the annuity starting date. These factors are then applied to the Single Life Annuity benefit to determine the amount of benefits payable over your lifetime and your Spouse's lifetime.

Only the individual that is your Spouse on the Effective Date of the Participant and Partner Pension payment option is eligible to receive the survivor benefit after your death.

If your Spouse predeceases you after the Effective Date, all payments will cease when you die, even if you have remarried.

Once payments have begun under the Participant and Partner Pension payment option, they will continue at the same amount during your lifetime, even if your Spouse predeceases you or the marriage is dissolved.

Payments to your Spouse after your death will not be affected by remarriage of the Spouse.

If your Spouse dies before your retirement Effective Date, your payment option is revoked and you must make a new election.

OPTIONAL FORMS OF PAYMENT

The Basic Plan offers the following optional forms of payment to eligible Participants:

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

Important Facts to Consider Regarding the Joint & Survivor Annuity Payment Options

The Joint & Survivor Annuity 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 lifetime of two payees. The factors used to calculate the amount of the Joint & Survivor Annuity payment options are based on your age and the age of the Contingent Annuitant, at the nearest birthday to the annuity starting date. These factors are then applied to the Single Life Annuity benefit to determine the amount of benefits payable over your lifetime and the lifetime of the Contingent Annuitant.

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

Once payments have begun, even if the Contingent Annuitant dies before you, or the marriage is dissolved, your benefit will not be increased.

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

If the Contingent Annuitant dies before your retirement Effective Date, your payment option is revoked and you must make a new election.

100% Joint & Survivor Annuity

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

The benefit paid to the Contingent Annuitant will be 100% of the benefit paid to you at the time of your death. The Contingent Annuitant may not be changed after the retirement Effective Date of the Joint & Survivor Annuity.

To elect the 100% Joint & Survivor Annuity payment option, the Contingent Annuitant may not be more than 10 years younger than you, unless the Contingent Annuitant is your Spouse.

75% Joint & Survivor Annuity

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

The benefit paid to the Contingent Annuitant will be 75% of the benefit paid to you at the time of

your death. The Contingent Annuitant may not be changed after the retirement Effective Date of the Joint & Survivor Annuity.

To elect the 75% Joint & Survivor Annuity payment option, the Contingent Annuitant may not be more than 19 years younger than you, unless the Contingent Annuitant is your Spouse.

50% Joint & Survivor Annuity

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

The benefit paid to the Contingent Annuitant will be 50% of the benefit paid to you at the time of your death. The Contingent Annuitant may not be changed after the retirement Effective Date of the Joint & Survivor Annuity.

To elect the 50% Joint & Survivor Annuity payment option, there is no limit on the age difference between the Contingent Annuitant and you.

Ten-Year Certain & Life Annuity

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

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

Your Beneficiary may be changed at any time prior to your death, with spousal consent, if you are married. If payment of a pension is to be made in the form of a Ten-Year Certain & Life Annuity option, the pension amount otherwise payable to the Participant shall be adjusted by multiplying it by the appropriate factor for the Participant's age

at the nearest birthday to the annuity starting date, in accordance to the applicable *Ten-Year Certain & Life Annuity* factor table. Since the Ten-Year Certain Beneficiary may be changed, that factor table (disabled/non-disabled) is based only on your age at retirement.

When applying for a pension to be paid under the Ten-Year Certain & Life Annuity payment option, you must designate a primary Beneficiary and a secondary Beneficiary. If the designated primary Beneficiary dies prior to receiving the equivalent of the remainder of payments due under the Ten-Year Certain & Life Annuity payment option, the remainder of payments will be paid to the designated secondary Beneficiary. If there is more than one designated primary Beneficiary, no benefits will be paid to a secondary Beneficiary unless all 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 beginning on page 13.

For example:

John chooses a Ten-Year Certain & Life Annuity payment option when he retires at age 65. He designates his Spouse, Mary, as the primary Beneficiary and his two children, Alice and Bob, as secondary Beneficiaries. John passes away at age 68, having received only 36 monthly payments of the 120 guaranteed monthly payments, leaving 84 monthly payments remaining to fulfill the ten-year guarantee.

Since John's death occurred before all 120 guaranteed payments were made, Mary, as the designated primary Beneficiary, will receive the remainder of the 120 monthly payments (i.e., 84 monthly payments).

If Mary subsequently passes away after receiving 48 monthly payments, a total of

84 payments would have been paid by the Plan (36 received by John and 48 received by Mary), leaving 36 payments still to be distributed to fulfill the ten-year guarantee.

Since Mary also passed away before receiving all the remaining payments, the benefit would then be distributed to their children, Alice and Bob, who John had listed as secondary Beneficiaries. The remaining 36 monthly payments are then divided equally between Alice and Bob, with each receiving 18 monthly payments until the total of 120 guaranteed payments is fulfilled.

Immediate Lump Sum

You are eligible to elect the Immediate Lump Sum payment option if you:

- have earned at least 120 Credited Service Months;
- are at least age 60;
- are not retiring with a disability retirement;
- have earned at least one Credited Service Month prior to January 1, 1999; and
- have ceased 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 your age at retirement and prevailing interest and mortality rates. These factors are updated every January 1 to reflect changes in the prevailing interest and mortality rates. The applicable interest and mortality rates used to determine the factors 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 Pension Plans' investment portfolio. Investment returns on the Pension Plans' assets, as well as Employer Contributions, are used to fund the benefits you earn.

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, by electing this form of payment, you will likely generate two forms of payment:

- the Lump Sum payment; and
- a Single Life Annuity payment representing the benefit accrued for work performed after December 31, 2002.

Lump Sum benefits from the Basic Plan can be rolled directly into your Supplemental Plan account, maintaining the funds' tax-deferred status. For more information, please see the *Rollovers into the Supplemental Plan* section beginning on page 42.

Deferred Lump Sum

If you meet all of the requirements for the Immediate Lump Sum payment option, except you are under age 65 and have not ceased Covered Employment in the six months prior to commencement of retirement, you are 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 your retirement (using the Lump Sum factor in effect at retirement) and a monthly installment benefit is paid until you reach 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 your 65th birthday, the amount payable under the Immediate Lump Sum payment option, minus the total amount of the lump summable portion of the monthly installments paid, will be paid to you in a single payment.

If you elect the Deferred Lump Sum payment option and die prior to age 65, the amount payable under the Immediate Lump Sum payment option, minus the total amount of the lump summable portion of the monthly installments paid to you, will be paid to your designated Beneficiary.

Any monthly pension amount payable to you 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 on the first of the month following your death.

Lump Sum benefits from the Basic Plan can be rolled directly into your Supplemental Plan account. For more information, see the *Rollovers into the Supplemental Plan* section beginning on page 42.

Important Rules for Elected Forms of Payment

Your payment option election must be made in writing and filed with the Plans office.

If the value of your pension is \$1,000 or less, payment will 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 your Beneficiary or your Contingent Annuitant.

No survivor benefits are paid under the Joint & Survivor Annuity payment option or the Participant and Partner Pension payment option if the Contingent Annuitant dies before you, but after the Effective Date of your pension benefit. If the Contingent Annuitant dies before your retirement date, any previously elected payment option is

revoked and you must make a new election. A payment option may not be changed after the Effective Date of the pension benefit.

Working and Earning After Retirement

Post-Retirement Earnings

If you have 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 your additional benefit is calculated based on your Earnings and total Credited Service Months during the calendar year in which you earned the post-retirement Earnings.

The Career Average Earnings Formula (see the *Career Average Earnings Formula* section beginning on page 28) is used to calculate the amount of your additional benefit. If your 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 you were receiving prior to your post-retirement Earnings.

Your total pension amount, including your 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 your pre-increase benefit amount for a total benefit up to the new maximum monthly pension amount.

Your additional benefit will be paid through the same payment option elected at your initial retirement; provided, however, that no Lump Sum payment option is available. If you elected a Lump Sum payment option at retirement, your additional

benefit will be paid under the Single Life Annuity payment option.

If you elected an early retirement and your benefit was never suspended, you will be allowed to choose a new optional form of benefit. In those cases, the Plans office will send you an election form to complete and return.

When Payment is Made

Benefit increases for post-retirement Earnings are effective each January 1 if you Retired at 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 your 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 2026, but the benefit was not paid until June 2026, you would receive a payment (in addition to your regular monthly pension check) of \$150 in June 2026 (\$30 x 5 months).

If you are under age 65 and receiving pension benefits and earn additional benefits from post-retirement Earnings, your benefit increases will not be 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 (see the next section titled *When Your Benefits May Be Suspended* for details).

When Your Benefits May Be Suspended

If you are employed in Suspendible Service, your monthly pension may be suspended. Suspendible Service is employment in the same industry, in the same trade or craft worked under Covered Employment, and in the same geographic areas covered by the Plan.

For this purpose:

- the “same industry” means an industry or business activity covered by a DGA Collective Bargaining Agreement; and
- the “same trade or craft” means an occupation in which you were 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 your Required Beginning Date, if you perform seven days or fewer of Suspendible Service in a calendar month, you will continue to receive your monthly Basic Plan benefit.

If you perform eight or more days of Suspendible Service in a calendar month, your Basic Plan benefit

will be suspended for that month. However, once you reach age 65, the Plans office will review your post-retirement Earnings, including Suspendible Service, to determine if you qualify to receive additional pension benefits. See the *Post-Retirement Earnings* section beginning on page 35.

Suspendible Service After Required Beginning Date

Beginning on your Required Beginning Date, you 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 Plans Office of Suspendible Service

If you are receiving a monthly Basic Plan benefit, you must notify the Plans office upon commencing any employment that may be considered Suspendible Service. The Employment Recap Form is available on the Plans' website at www.dgaplans.org. You must notify the Plans 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 you fail to notify the Plans office of employment in Suspendible Service and it is determined that your benefits should have been suspended, the Basic Plan may deduct any overpayments from your future monthly payments until such overpayments are fully recovered. If you have attained age 65, the amount of such offset shall be limited to 100% of the initial payment and 25% of the monthly pension benefit amount thereafter, until all overpayments are fully recovered.

If your benefits have been suspended, you have the right to appeal to the Plans' Board of Trustees. For more information on appeals, refer to the section titled *Appeals* beginning on page 63.

If you are unsure whether a job will cause a suspension of benefits, please do the following:

- call the Plans office at **(877) 866-2200, Ext. 404** to confirm; or
- fill out the Employment Recap Form available at www.dgaplans.org and return it the Plans office for further review.

You will be advised if the job will cause a suspension of benefits based on the information that you provide.

Pension Payments Following Suspension of Benefits

Once you have stopped performing Suspendible Service, you should promptly notify the Plans office. Pension benefits will resume in the month after the last month for which benefits were suspended.

For example, if your benefit is suspended in July and August 2025 because you performed eight days or more of Suspendible Service in July and August 2025, your pension benefit will resume effective September 2025.

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

Survivor Benefits

Certain benefits may be payable to your Spouse, Contingent Annuitant or designated Beneficiary when you die.

Survivor benefits are determined based on the following criteria:

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

Please refer to the section titled *Applying for Survivor Benefits* beginning on page 56 for more details on applying for survivor benefits.

In all cases, if the Lump Sum value of survivor benefits payable is \$7,000 or less, it will be paid as a Lump Sum.

Pre-Retirement Survivor Benefits

If you die before you have Retired, certain benefits may be payable to your Spouse, Contingent Annuitant or designated Beneficiary. These benefits are called pre-retirement survivor benefits. The amount of pre-retirement survivor benefits payable is based on your accrued benefits prior to death.

FOR UNMARRIED PARTICIPANTS

If you die prior to retirement, your designated Beneficiary will receive 120 monthly survivor benefit payments, if:

- you were not married; and
- you were ten-year vested.

FOR PARTICIPANTS MARRIED FOR FEWER THAN 12 MONTHS

If you were married for fewer than 12 months, die prior to retirement and you were ten-year vested, your surviving Spouse will receive 120 monthly survivor benefit payments. No survivor benefits are payable if you have been married for less than 12 months and were not ten-year vested.

Only when a spousal waiver was submitted to the Plan prior to your death will someone other than your surviving Spouse receive survivor benefits.

The amount of the monthly survivor benefit payable to the designated Beneficiary will be equal to the amount that would have been payable to you if you had Retired on the day before your death and had elected the Ten-Year Certain & Life Annuity payment option.

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

If all the designated primary Beneficiaries die prior to receiving the equivalent of payments due under the Ten-Year Certain & Life Annuity payment option, the remainder of payments will be paid to the designated secondary Beneficiaries. If no secondary Beneficiaries were designated, the remainder of payments will be paid in accordance with the succession listed in the section titled *Designate a Beneficiary* beginning on page 13.

FOR PARTICIPANTS MARRIED FOR 12 OR MORE MONTHS

If you were legally married for 12 or more months and die prior to retirement, your surviving Spouse will receive a monthly pension benefit for his/her lifetime (see the *Ten-Year Vesting and Anniversary Vesting* and *Five-Year Vesting* subsections below).

Only when a spousal waiver was submitted to the Plans office prior to your death will someone other than your surviving Spouse receive survivor benefits.

Ten-Year Vesting and Anniversary Vesting

If you were vested under either the Ten-Year Vesting rules or the Anniversary Vesting rules, the monthly benefit payable to your surviving Spouse is equal to 50% of the amount payable to you as if you had Retired and elected the Participant and Partner payment option (see the *Participant and Partner Pension* section beginning on page 31) on the day before your death.

If you were younger than age 55 at the time of death, the early retirement reduction will be calculated as if you had attained age 55 on the day before your death.

The survivor benefit will begin on the first of the month after your death, unless your surviving Spouse elects to defer payments until you would have reached age 65.

If you are Ten-Year Vested and have filed a spousal waiver with the Plans office, the designated Beneficiary will receive 120 monthly survivor benefit payments.

Five-Year Vesting

If you are vested solely under the Five-Year Vesting rules, the monthly benefit payable to your surviving Spouse is equal to 50% of the amount payable to you as if you had Retired and elected the Participant and Partner payment option (see *Participant and Partner Pension* section beginning on page 31).

For your surviving Spouse, the benefit will be effective as of the later of:

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

Post-Retirement Survivor Benefits

Post-retirement survivor benefits are based on the retirement option you elected.

Single Life Annuity & Immediate Lump Sum

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

Participant and Partner or Joint & Survivor Annuity

Upon being notified of your death, the Plans office will require a certified copy of the death certificate before payment of any survivor benefits. The survivor benefit for your surviving Spouse or Contingent Annuitant will be payable on the first of the month following your death.

Ten-Year Certain & Life Annuity or Deferred Lump Sum

Upon being notified of your death, the Plans office will require a certified copy of the death certificate before payment of any survivor benefits. The Plans office will determine if any benefits are payable.

SUPPLEMENTAL PLAN

The Directors Guild of America–Producer Pension Plans Supplemental Benefit Plan (the “Supplemental Plan”) is a type of defined contribution plan called a money purchase pension plan to which both you and Employers contribute. Supplemental Plan contributions are made on your behalf and are allocated to an Individual Account in your name. The amounts in your Individual Account are only payable in accordance with Supplemental Plan provisions.

The amounts in your Individual Account are invested by the Supplemental Plan’s professional investment managers. The investment managers are overseen by the Finance Committee of the Board of Trustees and the Plans’ investment consultant. You share in the Supplemental Plan’s investment gains and losses on a pro-rated basis as described more fully.

At retirement, you are entitled to receive the accumulated amount in your Individual Account, which is made up of Employer and Employee Contributions, plus investment gains and losses.

The Supplemental Plan offers various payment options providing both flexibility and access to your Individual Account, while allowing you to keep funds invested until needed. In addition, you can roll over 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 upon retirement eligibility as follows:

- as partial withdrawals, either on an ad hoc basis or through regular recurring distributions;
- as a Lump Sum payment; 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.

In-service withdrawals and hardship withdrawals are not permitted from the Supplemental Plan. However, the Board of Trustees retain the discretion to allow hardship withdrawals or loans on a limited basis under the Supplemental Plan as a temporary measure in response to specific circumstances and to address Participants’ financial needs during unforeseen hardships, such as industry-wide strikes, pandemics or federally declared disasters. For additional details, please refer to the section titled *Loans* on page 52.

How Your Individual Account Is Funded

The assets of your Individual Account are comprised of:

- Employer Contributions;
- contributions made by you;
- incoming rollovers made by you; and
- investment gains or losses on such contributions and rollovers.

Generally, contributions are credited to your Individual Account when received by the Supplemental Plan and investment gains and losses are credited on a monthly basis. Rollovers are credited in the month received with investment gains and losses on rollovers credited starting the following month.

Contributions to your Individual Account may be limited based on ceilings in the various Collective Bargaining Agreements and under several sections of the Code. For further information, refer to the section titled *Limitations* beginning on page 60 and the DGA Collective Bargaining Agreements under which you are working.

Employer Portion of Your Individual Account

Contributions made by your Employers on your Covered Earnings are allocated between the Basic and Supplemental Plans.

Effective July 1, 2020, the amount contributed from all Employers on your behalf to the Supplemental Plan equals:

- 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and
- 8.0% of Covered Earnings over \$150,000.

Effective July 1, 2021, the amount contributed from all Employers on your behalf to the Supplemental Plan will equal:

- 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and
- 8.5% of Covered Earnings over \$150,000.

Effective July 1, 2023, the amount contributed from Employers signatory to any Network Agreement for Directors to the Supplemental Plan will equal:

- 2.2% of Covered Earnings above \$20,000 and up to \$150,000; and
- 9.0% of Covered Earnings above \$150,000.

Effective July 1, 2019, for Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements, the amounts contributed on a Participant's behalf to the Supplemental Plan will equal:

1. The remaining Employer Contributions required for such Participant on reportable Earnings above \$20,000 and up to \$150,000, after first allocating Covered Earnings to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements; and
2. 100% of Employer Contributions on Covered Earnings over \$150,000.

Notwithstanding the foregoing, any Employers with a Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making contributions to the Supplemental Plan at the same rate and have contributions allocated in the same manner, until the expiration of such agreement.

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 you, or your Beneficiary, or Contingent Annuitant.

Employee Portion of Your Individual Account

You contribute 2.5% of your Covered Earnings to your Individual Account. These contributions are made on an after-tax basis and are not taxable when paid to you, or your Beneficiary, or Contingent Annuitant, under current law.

Investment earnings related to the employee portion of your Individual Account are made on a pre-tax basis and, under current law, are taxable when paid to you, or your Beneficiary, or Contingent Annuitant.

Rollovers into the Supplemental Plan

The Supplemental Plan accepts contributions from other Qualified Retirement Plans. These contributions are called incoming "rollovers." If you are eligible to receive a Lump Sum benefit from the

Basic Plan, you can roll over those funds directly into your Supplemental Plan Individual Account, rather than moving them to an outside financial institution.

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

Amounts rolled over into the Supplemental Plan are eligible for Partial Distributions (see the *Partial Distributions* section beginning on page 47).

INDIVIDUALS ELIGIBLE FOR ROLLOVER

The ability to roll over monies into the Supplemental Plan is limited to you (and your surviving Spouse, provided you have not taken a Withdrawal Prior to Vesting).

The Supplemental Plan will not accept rollovers on behalf of surviving 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 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 Plans office will require documentation confirming the funds are coming from a Qualified Retirement

Plan. However, you and your surviving Spouse will be ultimately responsible for ensuring that any monies transferred into the Supplemental Plan account are eligible for rollover.

Any tax penalties related to ineligible rollovers into your Supplemental Plan Individual Account will be your (or your surviving Spouse's) responsibility.

ROLLOVER LIMITS

There are no limits (either minimum or maximum) on the amount that can be rolled into your Supplemental Plan Individual Account. You are fully vested in all incoming rollovers at all times.

INCOME OR LOSS ON ROLLED OVER AMOUNTS

Rollovers into your Supplemental Plan Individual Account will begin earning investment income or loss the month following the month in which the Plans 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 Plans office is unable to determine that the rollover is eligible within 30 days of receipt, the payment will be returned.

DISTRIBUTION RULES AND LIMITATIONS

Any rollovers into your Supplemental Plan Individual 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 you, the monies will not be eligible for payment until you attain the eligibility requirements for the portion of your Supplemental Plan account attributable to Employee and Employer Contributions.

For example, 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, becomes 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 will not be eligible for distribution until the surviving Spouse attains age 60, becomes disabled or dies. However, the surviving Spouse can take a distribution of the balance of your account, including your rollover funds, prior to age 60.

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

Investment Gains and Losses

The total amount in your Individual Account is pooled and invested with all of the other Individual Accounts.

Contributions credited to your Individual Account by the last business day of the month will 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 your account is based on the ratio of your Individual Account on the Valuation Date to the aggregate value of all Individual Accounts on the Valuation Date.

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

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

Participating and Vesting

Participating

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

Vesting

You are always fully vested in the portion of your Individual Account that is attributable to your Employee Contributions and rollovers.

You are fully vested in the portion of your Individual Account that is related to Employer Contributions on the earliest of the date you:

- earn 36 Credited Service Months in the Basic Plan;
- turn age 60;
- become entitled to disability benefits from the Social Security Administration;
- die; or
- earn three Plan Credit Years.

You will eventually become vested in the Employer Contribution portion of your Individual Account unless you withdraw prior to vesting (see the *Withdrawal Prior to Vesting* section beginning on page 50 for more information).

The Multi-Year Rule for Directors, Assistant Directors and Unit Production Managers of Theatrical Motion Pictures

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 how the Multi-Year Rule applies in the Basic Plan,

please refer to the section titled *Multi-Year Rule for Directors, Assistant Directors and Unit Production Managers of Theatrical Motion Pictures* beginning on page 21.

Once it has been determined that a Director has satisfied the criteria of the Multi-Year Rule, Employer Contributions equal to 8.5% up to a maximum of \$150,000 in Earnings will be allocated to the Supplemental Plan on behalf of the Director in the second year of employment, under the applicable Collective Bargaining Agreements. Employee Contributions equal to 2.5% of this amount are required.

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

If an Assistant Director or Unit Production Manager is entitled to Earnings in excess of \$200,000 on a single theatrical motion picture, the principal photography of which commences on or after July 1, 2023, with an employment period commencing in one calendar year and ending in a subsequent calendar year, and if the Assistant Director or Unit Production Manager will receive Earnings of at least \$50,000 in each Plan Year for Covered Employment, the Employer shall contribute to the Plan 8.5% of the Assistant Director's or Unit Production Manager's Earnings in the first Plan Year, up to a maximum of \$150,000. Of those amounts, 2.2% of all Earnings exceeding \$20,000 and up to a maximum of \$150,000 are allocated to the Supplemental Plan. The Employer shall contribute 8.5% on the remaining salary paid to the Assistant Director or Unit Production Manager in the next Plan Year. Of those amounts, 2.2% of all Earnings exceeding \$20,000 and up to a maximum of \$150,000, plus 8.5% of all Earnings above \$150,000 are allocated to the Supplemental Plan. Employee

Contributions equal to 2.5% of this amount are required. In no event shall the Employer be required to make contributions on salary amounts in excess of \$250,000 for such project.

Special Supplemental Plan Rules for Participants 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 up to five years of Earnings for the period in which you served in the Uniformed Services. Accrual of Earnings is determined based on your 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.

You may make up your Employee Contributions upon returning to Covered Employment and have up to three times the period of Uniformed Service to make up the amount, not to exceed five years. You are not entitled to investment gains or losses that accrued during the period or periods of Uniformed Service.

For assistance in determining whether your service is considered Uniformed Services under the Pension Plans, please contact the Plans office.

If you die while serving in the Uniformed Services on or after January 1, 2007, you shall receive the same vesting and survivorship rights as you would have received if you had resumed employment with an Employer the day before your death.

Pension Types and Amounts

The Supplemental Plan provides two types of benefits:

- a normal retirement; and
- a disability retirement.

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 Covered Employment to receive a benefit.

Normal Retirement

To be eligible for a normal retirement pension benefit from the Supplemental Plan, you must be at least age 60.

Upon reaching age 60 or becoming eligible for a disability retirement pension benefit, you may elect to have your Individual Account paid in the following forms, as applicable:

- Partial Distribution;
- Lump Sum payment;
- annuity (purchased from an outside annuity provider); or
- combination of the Lump Sum and annuity.

Your benefit payments must commence no later than your Required Beginning Date. If you do not apply for benefits before your Required Beginning Date, the Plan is required to commence benefits payable in the form of a Required Minimum 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.

Disability Retirement

Your Individual Account will be payable to you prior to age 60 after providing the Plans office with proof

that you are totally disabled. To be deemed totally disabled, you must provide a Notice of Award from the Social Security Administration.

If you qualify for disability retirement, your Individual Account may be paid in the following forms:

- Partial Distribution;
- Lump Sum payment;
- annuity (purchased from an outside annuity provider); or
- combination of the Lump Sum and annuity.

Amount of Benefit

The value of your Individual Account payable on the Effective Date of your retirement is the amount of your Individual Account as of the most recent monthly Valuation Date of the Plan.

When you apply for 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 Individual 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.

Choosing a Payment Option and Applying for Benefits

Payment Options

INDIVIDUAL ACCOUNTS VALUED AT \$5,000 OR LESS

If the value of your Individual Account is \$5,000 or less, it will be paid as a Lump Sum.

INDIVIDUAL ACCOUNTS VALUED AT MORE THAN \$5,000

If the value of your Individual Account is more than \$5,000 and you are eligible for a normal pension or disability pension, you may elect to receive your Supplemental Plan benefit as a:

- series of Partial Distributions;
- Lump Sum; or
- annuity (purchased from an outside annuity provider).

OPTIONAL FORMS OF PAYMENT

The Supplemental Plan offers the following optional forms of payment:

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

The Joint & Survivor Annuity payment options, similar to the Participant and Partner Pension payment option in the Basic Plan, 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 Annuity payment option.

If any of your Supplemental Plan benefit is paid as a monthly annuity, the Plan will use that portion of your 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

Partial Distributions provide the greatest amount of flexibility in accessing your Supplemental Plan Individual Account. A Partial Distribution retirement benefit is available if you:

- are vested in the Supplemental Plan;
- are eligible to retire from the Supplemental Plan; and
- have an Individual Account balance of more than \$5,000.

If you select the Partial Distribution option, you have several payment options:

- a minimum distribution of \$5,000, with 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 of each year. This election may be changed once per calendar quarter; and
- a semi-annual election (minimum of \$5,000), with 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.

Payments under the Partial Distribution option will be prorated across the taxable balance(s) in your account (including Employer Contributions, incoming pre-tax rollovers and all investment gains) and the non-taxable balance(s) in your account (including Employee Contributions and incoming post-tax rollovers). You cannot elect a Partial Distribution of only the non-taxable monies in your account.

If you elect a Partial Distribution option and you have reached your Required Beginning Date, the

amount of your Partial Distribution must be equal to or greater than the Required Minimum Distribution.

Lump Sum

You may elect to receive your Supplemental Plan benefit in the form of a Lump Sum payment. The Lump Sum payment will be equal to the amount in your Individual Account as of the most recent Valuation Date.

Lump Sum/Annuity Combination

You or a surviving Spouse entitled to a distribution may elect to receive a percentage of your Individual Account as an annuity, subject to the minimum amount required to purchase an annuity under the group annuity contract then in effect. The balance of your Individual Account remaining after a distribution is known as your “Partial Share” and it may be distributed under any optional form of payment otherwise available to you. Notwithstanding the foregoing, if you have reached your Required Beginning Date, the amount of the distribution must be greater than, or equal to, any applicable Required Minimum Distribution.

If you or a surviving Spouse elects to apply a percentage of your Individual Account toward the purchase of an annuity and receive a Lump Sum distribution of the balance, the distributions will be prorated across the taxable balance(s) (including Employer Contributions, incoming pre-tax rollovers and all investment gains) and the non-taxable balance(s) (including Employee Contributions and incoming post-tax rollovers). For example, you cannot elect a Lump Sum payment or annuity purchase payment of only the non-taxable monies in your Individual Account.

Monthly Annuities

If you are purchasing an annuity directly through the Supplemental Plan, you have the following options:

- Single Life Annuity;
- Participant and Partner Annuity;

- 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 your Individual Account;
- your age;
- the age of any designated Contingent Annuitant; and
- the prevailing interest rates and mortality table as determined by the insurance company.

Annuity Options with Cash Refund

This payment option is a variation of the Single Life Annuity and the Joint & Survivor Annuity 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 your designated Beneficiary.

For example, if you 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 your 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 your death.

In the case of a Joint & Survivor Annuity payment option with a cash refund, the cash refund of any remaining installment payments would be paid after both you and the Contingent Annuitant die. If the Contingent Annuitant dies before you, the cash refund feature would be in effect at your death.

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

When and How to Apply for Benefits

Applying for Supplemental Plan Benefits

If you are eligible for benefits from both the Basic and Supplemental Plans, you can choose to commence your benefits from both Plans 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 benefit application from the Plans office.

Your request for a benefit application must be made in writing and must be submitted at least 60 days prior to your intended Effective Date. For Participants who have previously received or are currently receiving distributions from the Supplemental Plan and who would like to request another Supplemental Plan Distribution Application, your request must be submitted at least 30 days prior to your intended Effective Date. A Benefit Application Request Form and the Supplemental Plan Additional Distribution Request Form are available on the Plans' website at www.dgaplans.org.

For a detailed description of the application process and the information required to complete a benefits application, refer to the section titled *Applying for Benefits in General Provisions* beginning on page 55.

SUPPLEMENTAL PLAN APPLICATION DEADLINE

The Plans office must receive your completed benefit application and any required documents 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. In

addition, your application can be further delayed if it is turned in incomplete or requires additional information (e.g., marriage certificate, divorce decree, birth certificate, etc.).

Required Minimum Distribution

When you reach your Required Beginning Date, you are required by law to begin receiving benefits from the Supplemental Pension Plan. Each year after your Required Beginning Date, you are required to take a Required Minimum Distribution from your Supplemental Plan account.

The Required Minimum Distribution is the minimum distribution payable in accordance with Code Section 401(a)(9) and the Treasury regulations issued thereunder. The Required Minimum Distribution does not take into account any distributions you have received from any other retirement plan or your individual retirement account.

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

Required Minimum Distributions will be paid as follows:

- If you do not apply for benefits before your Required Beginning Date (see page 9), the Plan is required to commence benefits payable in the form of a Required Minimum Distribution.
- If you begin receiving the Required Minimum Distribution, 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 greater

than or equal to the Required Minimum 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 Required Minimum Distribution rules.

Withdrawal Prior to Vesting

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

If you are not vested in accordance with the vesting criteria in the *Vesting* section beginning on page 44, you may withdraw your Employer Contributions and the related Earnings.

To be eligible for a withdrawal benefit, you must have withdrawn from Suspendible Service (as defined under the Basic Plan in the *When Your Benefits May Be Suspended* section beginning on page 51) for at least six months immediately preceding the date of payment of a withdrawal benefit.

If you take a withdrawal benefit, the value of your Individual Account related to Employer Contributions will be forfeited and will be used to offset Plan expenses.

If, after taking a withdrawal benefit, you subsequently return to Covered Employment, you 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.

You can restore the forfeited contributions and income that were in your Individual Account before they were withdrawn. However, you are not entitled

to any Earnings that your Individual Account would have earned in the period between the withdrawal and reinstatement.

When you withdraw from the Supplemental Plan prior to being vested, you lose all Employer Contributions and related investment earnings in your account. In addition, the Earnings on the Employee Contributions in your Individual Account are taxable and you may be subject to an additional tax penalty.

Working and Earning After Retirement

Contributions Received After Retirement

If contributions are received on your behalf after the Valuation Date of your original distribution, they will be available at your subsequent distribution date upon written request.

A Supplemental Plan Additional Distribution Request Form is available on the Plans' website at www.dgaplans.org. Each distribution will be made up of the contributions plus investment income through the new Valuation Date. If you are married, your Spouse must provide consent for each distribution, unless the distribution is in the form of a Joint & Survivor Annuity.

Unless you elect a Partial Distribution, only one distribution of your entire post-retirement balance is allowed from the Supplemental Plan per calendar year. Post-retirement contributions are subject to the Required Minimum Distribution rules detailed in the *Required Minimum Distribution* section on the previous page. Post-retirement contributions for you after your Required Beginning Date must be distributed to you in an amount that is equal to or greater than the Required Minimum Distribution.

Contributions received after your death are distributable to the designated Beneficiary upon

written request once per calendar year. Surviving Spouses may also qualify for a Partial Distribution subject to the Partial Distribution payment schedule.

When Your Benefits May Be Suspended

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 Covered Employment to receive a benefit.

Survivor Benefits

Certain benefits may be payable to your Spouse or designated Beneficiary when you die. In all cases, if the Lump Sum value of a survivor benefit is \$5,000 or less, the survivor benefit will be paid as a Lump Sum.

Survivor benefits are determined based on the following criteria:

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

Contributions received after your death are distributable to the designated Beneficiary upon written request once per calendar year. A Beneficiary who is a surviving Spouse may elect to receive this amount in any optional form of payment otherwise available to you.

Refer to the section titled *Applying for Survivor Benefits* beginning on page 56 for more details on applying for survivor benefits.

Pre-Retirement Survivor Benefits

Pre-retirement survivor benefits are based on your marital and vesting status.

In all cases, if the amount in your Individual Account is \$7,000 or less, the survivor benefit will be paid as a Lump Sum.

FOR UNMARRIED PARTICIPANTS

If you die prior to retirement, your designated Beneficiary will receive a Lump Sum benefit equal to the amount of your Individual Account on the most recent Valuation Date.

FOR PARTICIPANTS MARRIED FOR FEWER THAN 12 MONTHS

If you die prior to retirement, your designated Beneficiary will receive a Lump Sum benefit equal to the amount of your Individual Account on the most recent Valuation Date.

FOR PARTICIPANTS WHO ARE MARRIED FOR 12 OR MORE MONTHS

When you are married for 12 or more months and die prior to retirement, the amount in your Individual Account on the Valuation Date is paid to your surviving Spouse. Your surviving Spouse may elect to receive this amount in any optional form of payment otherwise available to you.

For the purpose of obtaining pre-retirement survivor benefits, your surviving Spouse must provide evidence that is satisfactory to the Plan that he or she was your lawful Spouse for at least 12 consecutive months prior to your death.

You and your Spouse may, before your death, direct that the survivor benefit be paid to a Beneficiary other than the Spouse. If payment is made to a Beneficiary other than the Spouse, 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 you, or the designated Beneficiary survives you but dies prior to receipt of any benefits, the amount in your Individual Account will be distributed in accordance with the succession listed in the *Designate a Beneficiary* section beginning on page 13.

Post-Retirement Survivor Benefits

Post-retirement survivor benefits are based on the retirement option you elected.

If you elected a retirement option featuring a Contingent Annuitant, upon your death, the Contingent Annuitant must notify the insurance company that is providing the annuity benefit of your death 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 Annuity

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

Ten-Year Certain & Life Annuity

If fewer than 120 payments were made to you prior to your death, the remaining monthly payments will be paid to your designated Beneficiaries.

Single Life Annuity

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

Lump Sum

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

A Spouse may elect to take Partial Distributions from the amount remaining in your account, if any. The Spouse may also elect to withdraw the entire amount. If the Beneficiary is not a Spouse, the balance in your account will be paid as a Lump Sum.

Partial Distributions

If you elected a Partial Distribution at retirement, your Beneficiary(ies) are entitled to the remaining balance in your Individual Account. If the Beneficiary is your Spouse, he or she may elect to receive the remaining account balance as a Partial Distribution. Non-Spouse Beneficiaries will receive a Lump Sum distribution.

Beneficiaries that are due a Required Minimum Distribution must take a distribution in an amount greater than or equal to the minimum distribution payable in accordance with Code Section 401(a)(9) and the Treasury regulations issued thereunder.

If no election is made, the Plan is required to commence benefits payable in the form of a Required Minimum Distribution.

Combination Annuity/Cash Refund

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

Loans

A. General

Loans are only permitted from the Plan from: (i) May 1, 2020 to December 31, 2020; (ii) July 17, 2023 through December 31, 2023; and (iii) January 1, 2024 through March 31, 2024. All loans must comply with the terms of the separate Supplemental Plan Loan Policy (the "Policy" or "Loan Policy") adopted by the Trustees, which is hereby incorporated by reference and made a part of the Plan. Any loans made from the Plan shall be made and administered in accordance with the Policy and the applicable provisions of the Code and Department of Labor regulations, including Code Section 72(p) and Department of Labor Regulation

Section 2550.408b-1, respectively. All Collectively Bargained Participants are eligible to receive a loan under the Supplemental Plan by completing a loan application and satisfying the applicable requirements of the Loan Policy, including executing a promissory note. Non-Collectively Bargained Participants are not eligible to take loans from the Supplemental Plan.

B. Coronavirus-Related Loan Repayment Suspensions

A “qualified individual” (as defined below) who has an outstanding loan on or after May 1, 2020, may request that any loan repayments due on or after October 1, 2020 through December 31, 2020 be suspended (but interest shall continue to accrue during the suspension period). Such loan shall be reamortized, taking into account interest accrued during the suspension period, with the term of the loan extended by one (1) year, and loan repayments shall resume effective January 1, 2021.

C. Qualified Individual

A Participant is a “qualified individual” if:

1. the Participant, the Participant’s Spouse or dependent (as defined in Section 152 of the Internal Revenue Code) is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (collectively referred to as “COVID-19”) by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); or

2. the Participant experiences adverse financial consequences as a result of:
 - a. the Participant, the Participant’s Spouse or a “member of the Participant’s household” (someone who shares the Participant’s primary residence) being quarantined, being furloughed or laid off, or having work hours reduced due to COVID-19;
 - b. the Participant, the Participant’s Spouse or member of the Participant’s household having a reduction in pay (or self-employment income) due to COVID-19 or having a job offer rescinded or start date delayed due to COVID-19;
 - c. the Participant, the Participant’s Spouse or member of the Participant’s household being unable to work due to lack of childcare due to COVID-19; or
 - d. the closing or reducing hours of a business owned or operated by the Participant, the Participant’s Spouse or a member of the Participant’s household due to COVID-19.

D. Participant Certification

The Trustees may rely on a Participant’s certification that he or she satisfies the conditions to be a qualified individual in determining whether loan repayments may be suspended, unless the Trustees have actual knowledge to the contrary. Notwithstanding the foregoing, the Trustees shall have no obligation to inquire into whether a Participant has satisfied the conditions to be a qualified individual.

GENERAL PROVISIONS

Applying for Benefits

Applying for Retirement Benefits

If you are eligible for benefits from both the Basic and Supplemental Plans, you can choose to commence your benefits from both Plans 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 benefit application from the Plans office.

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

For your convenience, a Benefit Application Request Form is available on the Plans' website at www.dgaplans.org. Alternatively, you may submit your own written request to the Plans office. All requests for a benefit application must include all of the following:

- your name;
- the last four digits of your Social Security number or the Plans' ID number;
- 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 or intended Contingent Annuitant;
- the date of birth of your Spouse or intended Contingent Annuitant; and
- if you are applying for a disability pension.

Completing Your Pension Application

After the Plans office receives your request for a benefit application, it 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 all of the following:

- proof of your birth date (the Plans office accepts various forms of proof, including passports and birth certificates);
- proof of birth date for your Spouse or designated Contingent Annuitant;
- proof of marriage;
- 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 APPLICATION

The Plans office must receive your completed benefit application and any required documents 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 APPLICATION

The Plans office must receive your completed benefit application and any required documents 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 and are subject to benefit recalculation.

Pension Effective Date

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

If you have met all the requirements for a disability retirement, a disability retirement pension benefit from the Basic Plan will be effective on the first day of the month following receipt of the completed benefit application (including the Notice of Award from Social Security Administration). Notwithstanding the foregoing, benefits will be effective retroactive to the date of entitlement to Social Security disability benefits as set forth in

the Notice of Award, if your benefit application and Notice of Award are filed with the Plans office within 90 days after you receive the Notice of Award. In no event will the Effective Date of the disability retirement be prior to:

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

The Plans office must receive the completed benefit application by the required deadline preceding your 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 your Required Beginning Date. If benefits do not commence by this date, you may be subject to a 25% excise tax, with a possible further reduction to 10% if timely corrected within two years. 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 default 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.

Applying for Survivor Benefits

To receive survivor benefits from the Pension Plans, your surviving Spouse or designated Beneficiary must contact the Plans office and provide a certified copy of your death certificate.

Upon receipt of the certified death certificate, the Plans office will send forms for your Beneficiary to complete. In the case of Five-Year Vesting for the Basic Plan, survivor benefits are deferred to the date on which you would have turned age 65.

Applying for Benefits Assigned Under a Qualified Domestic Relations Order

A Qualified Domestic Relations Order (“QDRO”) is a domestic relations order naming the Pension Plans and stipulating that a specified amount or specified percentage of your retirement benefit is payable to an alternate payee (*e.g.*, former Spouse, child or other dependent).

In general, any court order requiring payment to an ex-Spouse will not be honored unless the order is determined by the Pension Plans to constitute a QDRO in their sole discretion. In order to be deemed acceptable by the Plans office, a QDRO must satisfy all of the following conditions:

- be filed with the courts;
- be filed with the Plans office;
- comply with the rules of the Pension 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 you and your attorney(s) in submitting an acceptable domestic relations order for review and approval by the Plans as a QDRO, model QDRO language and a copy of the Pension Plans’ QDRO procedures are available from the Plans office free of charge.

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

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 already 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 Qualified Retirement Plan in a direct rollover. In this case, the Lump Sum amount will not be considered taxable income. You can also elect to roll over your Basic Plan Lump Sum distribution into the Supplemental Plan. However, 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 rollover.

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 20% mandatory federal tax withholding (and 2% California state tax withholding for California residents). For non-rollover eligible Required Minimum Distributions, you may make an election regarding your federal and California state tax withholding. If you fail to make an election, your non-rollover eligible Required Minimum Distributions will be subject to 10% mandatory federal tax withholding (and 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 Plans office automatically withhold your tax.

More information about rollovers and tax withholding will be available when you submit your benefit application.

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 Plans will not consider work prior to January 1, 1974.

The completed Credited Service Application must include documentation substantiating that Covered Employment was performed and that compensation was paid for such employment. For more information, please contact the Plans office.

International Wire Transfers

The Pension Plans' default method of payment for Participants and Beneficiaries living abroad is by check mailed to the last address on file. Participants and Beneficiaries may also request that the Pension Plans effectuate payment via international wire transfer directly into their bank account, provided they agree to pay for any applicable bank fees. Any applicable bank fees shall be deducted from the total benefit payment deposited into the Participant or Beneficiary's bank account. Participants and Beneficiaries may also elect to continue receiving benefit payment checks without any amounts deducted for mailing fees. Please contact the Plans office to set up international wire transfers.

Contributions

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

Effective July 1, 2020, when you work in DGA-Covered Employment:

- 8% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and
- 2.5% of your Covered Earnings is contributed directly by you.

Of these contributions, the following portions are applied to the Basic Plan:

- 100% of the Employer Contributions (or 8% of Covered Earnings) on the first \$20,000 in Covered Earnings;
- 5.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and
- the Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets.

The following portions are applied to the Supplemental Plan:

- 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000;
- 100% of the Employer Contributions (or 8% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and
- 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits).

Effective July 1, 2021, when you work in DGA-Covered Employment:

- 8.5% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and
- 2.5% of your Covered Earnings is contributed directly by you.

Of these contributions, the following portions are applied to the Basic Plan:

- 100% of the Employer Contributions (or 8.5% of Covered Earnings) on the first \$20,000 in Covered Earnings;
- 6.3% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and
- the Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets.

The following portions are applied to the Supplemental Plan:

- 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000;
- 100% of the Employer Contributions (or 8.5% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and
- 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits).

Effective July 1, 2023, when you work in DGA-Covered Employment under a Network Agreement:

- 9% of your Covered Earnings, up to certain maximums, is contributed by the Employer; and
- 2.5% of your Covered Earnings is contributed directly by you.

Of these contributions, the following portions are applied to the Basic Plan:

- 100% of the Employer Contributions (or 9% of Covered Earnings) on the first \$20,000 in Covered Earnings;
- 6.8% of Covered Earnings in excess of \$20,000 up to a maximum of \$150,000; and

- the Basic Plan receives contributions from Employers due to the release of theatrical films to television and release of product into supplemental markets.

The following portions are applied to the Supplemental Plan:

- 2.2% of Covered Earnings in excess of \$20,000 but not in excess of \$150,000;
- 100% of the Employer Contributions (or 9% of Covered Earnings) on Covered Earnings in excess of \$150,000 (up to certain limits); and
- 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits).

Effective July 1, 2019, any Employers with a Collective Bargaining Agreement that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall have contributions applied to the Pension Plans based on the following:

For the Basic Plan:

- 100% of the Employer Contributions on the first \$20,000 in Covered Earnings; and
- the allocation rate to the Basic Plan approved by the Trustees for the contribution rate in the current Basic or Freelance Live and Tape Television Agreements, as applied to Covered Earnings in excess of \$20,000 up to a maximum of \$150,000;

For the Supplemental Plan:

- the remaining Employer Contributions required for such Participant on Covered Earnings above \$20,000 and up to \$150,000, after first allocating contributions to the Basic Plan at the rate approved by the Trustees for the contribution rate in the current

Basic or Freelance Live and Tape Television Agreements;

- 100% of the Employer Contributions on Covered Earnings in excess of \$150,000 (up to certain limits); and
- 100% of the Employee Contributions is contributed to the Supplemental Plan (up to certain limits).

Notwithstanding the foregoing, any Employers with an existing Collective Bargaining Agreement already in effect as of July 1, 2019 that expressly provides for a lower contribution rate than the rate set forth in the Basic or Freelance Live and Tape Television Agreements shall continue making contributions to the Pension Plans at the same rate and have contributions allocated in the same manner, until the expiration of such agreement.

Contact the Plans office for information on applicable contribution and allocation rates prior to July 1, 2020.

The \$150,000 Earnings limit mentioned in this section applies to total Covered Earnings received by you from all Employers in a calendar year.

Notwithstanding the foregoing, any contributions on Covered Earnings paid to a Director covered under the Basic or Freelance Live and Tape Television Agreements for an Earnings Period for which the Director was scheduled to commence working between March 1, 2020 and ending December 31, 2020, shall be recognized in the Earnings Period in which the Director would have commenced work, but for the fact that production was delayed due to the coronavirus pandemic.

If an Employer fails to make Employer Contributions in connection with Covered Earnings on your behalf and you do not make Employee Contributions on

those Covered 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 Covered Earnings, you will not receive any retroactive investment earnings on the Employee Contributions.

For further details on Covered Earnings, please refer to the applicable DGA Collective Bargaining Agreements.

Limitations

Federal law imposes limits on the Earnings and contributions that can be considered by the Pension Plans and the amount of retirement benefits that can be paid from such Plans.

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–Producer Pension and Health Plans, Inc. (“DGA Inc.” or “Inc.”) has been formed to receive contributions before they are remitted 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 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) limit 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 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 you 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 your Individual Account will be credited with an additional allocation of Employer Contributions.

Subject to 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 you (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

Code Section 415 limits:

- The maximum amount of benefits payable from the Basic Plan each year; and
- The maximum amount 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 Normal Retirement Age cannot exceed the applicable 415 limits. These limits are periodically indexed by the IRS.

The 415 limits are lower if retirement is prior to age 62 or if a payment option other than Single Life Annuity or Joint & Survivor (with your legal Spouse as the Contingent Annuitant) is elected. The 415 limits are higher if you retire after age 65.

As of January 1, 2020, 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 Code Section 415 in two ways:

- annual contributions cannot exceed the Code Section 415 contribution limit; and
- annual contributions cannot exceed 100% of your 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 415 limits will be returned directly to you.

Please note that limitations are separate for multiemployer plans like the 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 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 Pension Plans cannot exceed the limits. In addition, the law states that the non-multiemployer plan is responsible for cutting 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 Pension Plans are responsible to cut back your DGA pension benefits at retirement.

At retirement, the Plans office will send you a Section 415 questionnaire to complete.

This questionnaire requests information about your participation in any other qualified defined benefit, money purchase, profit sharing, 401(k) or stock bonus plan sponsored by an Employer that also contributes to the Pension Plans, in order to ensure your benefits from the Pension Plans comply with the 415 limits. 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 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 Pension 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 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. All overpayment requests will comply with all applicable laws.

Correction of Underpayments

If any Participant, pensioner, Beneficiary, Contingent Annuitant or other person (“recipient”) is paid an amount that is less than they should have been paid under the terms of the Plans, the Trustees shall take any such actions as they determine, in their discretion, are necessary or appropriate to correct the underpayment, including payment of the underpayment with an actuarial adjustment. Actuarial equivalence for purposes of correcting an underpayment shall mean 5%.

Non-Alienation

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

Pension Plans' assets are not liable for any debts of any Participant or Beneficiary. The only exceptions are for QDROs, enforceable IRS levies or any 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 Plans imposes any obligation on the Employers to contribute beyond the obligations 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 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 your application for benefits is denied and your application requires the Pension Plans to make a determination of disability, you will be notified within 45 days of that denial, unless matters beyond the control of the Plans require an additional 30-day period extension(s). The notice will explain why your application was denied and describe your rights to appeal. If your application involves a disability determination by the Plans, the notice will provide you with additional information, such as a description of the Plans' disability standards and a statement that you are entitled to receive claim-related information upon request.

If you still believe the decision of the Plans was incorrect, you may appeal to the 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 Plans office within 60 days of the denial of the claim. Appeals of decisions on applications that require the Plans to make a determination of disability and appeals for which a Claimant believes that any determination of the Plans, other than a denial of a pension application, has negatively impacted 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 periods 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 on

page 64) 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 that 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 Plans provisions on which the decision is based. If your application involves a disability determination by the Plans, the notice will provide you with additional information in a culturally and linguistically appropriate manner, such as a description of the Plans’ disability standards and more information about limitations on your right to bring legal action.

The decision of the Plans or the Trustees 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 legal action of any kind or nature 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 in the section that follows. 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 has impacted the Claimant’s pension credits or eligibility for benefits, including determinations of Earned Coverage, must follow the procedures outlined herein.

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 when 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, 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 here, the one-year period will begin when the Pension Plans first notify you of the denial of an appeal you or any Claimant have filed with the Pension Plans.

The preceding 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 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:

- 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;
- all actions under Section 502(a)(3) of ERISA if the claim relates to the provision of benefits or rights under the Pension Plans;
- all actions regarding eligibility for or entitlement to benefits, including recognition of Covered Earnings; and
- 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 plan's 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 Plans office.

Eligibility Appeals

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) 866-2372

If an appeal is received by the Plans 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 Plans 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 Plans, as well as interpret any provisions of the Plans, and to determine who among conflicting Claimants is entitled to benefits under the Plans. 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.

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 Directors Guild of America Producer Pension Plans Basic Benefit Plan and the Directors Guild of America Producer Pension Plans 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 Plans 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 March 1, 2025, the DGA Trustees of this Plan are:

Mr. Jonathan Avnet
Ms. Yudi Bennett
Mr. Scott Berger
Ms. Marie Cantin
Mr. David Dreyfus
Mr. Valdez Flagg
Ms. Karen Gaviola
Mr. Todd Holland
Mr. Russell Hollander
Mr. Seith Mann
Mr. Jonathan Mostow
Mr. Michael Pressman
Mr. Jay D. Roth
Ms. Liz Ryan
Ms. Mary Rae Thewlis
Ms. Betty Thomas
Mr. Dwight Williams
Mr. Michael Zinberg

As of March 1, 2025, the Producer Trustees of this Plan are:

Ms. Helayne Antler
Ms. Tracy Cahill
Ms. Melinda Carrido Gavron
Mr. Safeer Hopton
Mr. Harry Isaacs
Mr. Sheldon Kasdan
Mr. Hank Lachmund
Ms. Nicole Lang
Ms. Ruby Little
Ms. Carol A. Lombardini
Mr. Matthew Miller
Mr. Joseph Pitra
Mr. Robert Sacks
Ms. Natasha Shum

Mr. Seth Stevelman
Ms. Rosemarie Unite

Benefits are provided from the Plans' assets, which are accumulated under the provisions of the Collective Bargaining Agreement and the Trust Agreement. Plan assets are held in a Trust Fund for the purpose of providing benefits to eligible Participants and Beneficiaries and defraying reasonable administrative expenses. All self-funded benefits are provided directly through the Trust Fund.

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 Plans Trustee at the address listed on the back cover of this Summary Plan Description.

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 Plans 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 Covered Earnings. 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 and Supplemental Plans are provided from the assets that are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement. Plan assets are held in 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 of Trustees 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 remaining in the Plan, after payment of 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% non-forfeitable. 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, therefore, is \$35.75 per month times a Participant's years of Credited 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 five 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; or
- non-pension benefits, such as health insurance, life insurance, certain survivor benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the PBGC's Technical Assistance Branch, 445 12th Street SW, Washington, D.C. 20024-2101 or call **(800) 736-2444** or **(202) 326-4000** (not a toll-free number). If you are deaf or hard of hearing, or have a speech disability, please call **(800) 736-2444** and dial 7-1-1 to access telecommunications relay services.

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, all assets remaining 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.

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 Employer's contributions, plus or minus investment performance 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 are 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 Plans’ 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 Plans 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; and
- 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 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 Plans Participants, ERISA imposes duties on individuals who have authority or control over the Plans and its assets. Such individuals are called “fiduciaries” and they have a duty to administer the Plans prudently and in the interest of you and other Plans 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 aforementioned rights. For instance, if you request materials from the Plans 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 Plans' 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 Plans 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 Plans, 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 at the following:

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
Toll Free: (866) 444-3272

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA.

GLOSSARY

Anniversary Vesting

If you have not attained Ten-Year Vesting status or Five-Year Vesting status, you will attain Anniversary Vesting status if you: (i) are age 65 or over; (ii) have five years of participation in the Basic Plan, subject to the Permanent Break in Service rules; and (iii) earn a Plan Credit Year in the your fifth year of participation. For example, if your fifth year anniversary date is January 1, 2026, and you earn a Plan Credit Year in 2026, you will meet the criteria for Anniversary Vesting status.

If you satisfy requirements (i) and (ii) but do not earn a Plan Credit Year in your fifth anniversary date year, you will meet the criteria for Anniversary Vesting if you earned a Plan Credit Year in the immediately preceding Plan Year, and have any reportable compensation in your applicable anniversary date year. For example, if your fifth year anniversary date is January 1, 2026, and you earn a Plan Credit Year in 2025, you will meet the criteria for Anniversary Vesting status if you have any reportable compensation in 2026.

If you still do not satisfy the requirements for Anniversary Vesting status, you must repeat the steps above each subsequent Plan Year until you either satisfy the criteria for Anniversary Vesting or incur a Permanent Break in Service. See the graphic on page 20 for more information.

Beneficiary

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

Beneficiary Designation Form

A Beneficiary Designation Form is a form available from the Plans office that you must complete and return in order to select a person (or persons) or

entity (such as a trust) to receive benefits in the event of your death. Beneficiary designations are not automatically revoked upon death or divorce. You must designate and update your Beneficiary designations using the Plans' form.

Break in Service

A Break in Service occurs in any Plan Year in which you do not accrue at least seven Credited Service Months.

Career Average Earnings

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

Collective Bargaining Agreement(s)

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

This Summary Plan Description 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 Directors Guild of America or the Directors Guild of America—Producer Pension and Health Plans.

Contingent Annuitant

A Contingent Annuitant is a person, designated by you, who is entitled to annuity payments commencing upon your death if you elected a Joint & Survivor Annuity 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 and 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 Collective Bargaining Agreement.

Effective Date

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

Employee Contributions

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

Employer

An Employer is any entity bound by the DGA–Producer Pension Trust Agreement to, among other things, make contributions to the Pension Plans 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.

Five-Year Vesting

The Five-Year Vesting rules became effective on January 1, 1999. Under the Five-Year Vesting rules, you may become vested when you accrue five Plan Credit Years, subject to the Permanent Break in Service and timing of earnings rules.

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 net investment gains or losses on a pro rata basis.

Normal Retirement Age

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

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

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

- the date you become vested under either the Ten-Year Vesting rules or the Five-Year Vesting rules after attainment of age 65; or
- the date you become vested under the Anniversary Vesting rule.

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 Plan 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 five and equals or exceeds the number of a Participant's Plan Credit Years.

Plans or Pension Plans

Plans 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

You earn a Plan Credit Year when 12 Credited Service Months are earned in a Plan Year or when you work 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 satisfies the requirements to be a QDRO, as determined by the Plans in their sole discretion, and that provides that all or a portion of

a Participant's benefit is to be paid to an alternate payee (former Spouse or child).

Qualified Longevity Annuity Contract (QLAC)

A fixed deferred annuity, with payments that can begin as late as age 85. A QLAC may be purchased with the following payments options: Single Life Annuity, Joint & Survivor Life Annuity, or a Ten Year Certain & Life Annuity. It can also be purchased with or without a cash refund feature, where upon the annuitant's death (or in the case of a Joint & Survivor Life Annuity, both annuitants' deaths) the amount used to purchase the annuity, less the total amount of monthly payments received, is paid in a Lump Sum to your designated Beneficiary(ies). Additionally, a QLAC may be purchased with or without a pre-commencement death benefit, where upon the annuitant's death before income payments begin (or in the case of a Joint & Survivor Life Annuity, both annuitants' deaths), the dollar amount paid to purchase the annuity will be returned to your Beneficiary(ies).

Qualified Retirement Plan

A Qualified Retirement Plan is any of the following types of plans into which a direct rollover from the Plans may be made: IRA (including Roth, SIMPLE and SEP), 401(k), 403(b), governmental 457(b), profit sharing, money purchase, and defined benefit plans.

Required Beginning Date

Your Required Beginning Date is the date you must commence receiving Required Minimum Distribution payments in accordance with Code Section 401(a)(9) and the Treasury regulations issued thereunder. Your Required Beginning Date is the April 1 of the calendar year following the calendar year in which you turn age 73. If you turned 72 before January 1, 2023, your Required Beginning Date is the April 1 of the calendar year following the calendar year you turned age 72, or if

you turned 70½ before January 1, 2020, the April 1 of the calendar year following the calendar year in which you turned age 70½.

Retired

For the Basic Plan, if benefits have not commenced by your Required Beginning Date, you will be considered Retired as of your Required Beginning Date. Before your Required Beginning Date, you will be considered Retired as of the date you commence your pension benefits.

For the Supplemental Plan, you will be considered Retired as of the date you commence your pension benefits.

Required Minimum Distribution

The Required Minimum Distribution is the minimum distribution payable in accordance with Code Section 401(a)(9) and the Treasury regulations issued thereunder. The amount of the Required Minimum Distribution is determined separately under the Basic Plan and Supplemental Plan and does not take into account any distributions received from any other retirement plan or individual retirement account.

Spouse

A Spouse is the individual who is legally married to you, as recognized under the laws of the state or jurisdiction in which the marriage was entered.

Suspendible Service

Suspendible Service is employment in the same industry, in the same trade or craft, and in the same geographic areas 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.

Ten-Year Vesting

You will become vested under the Ten-Year Vesting rule when you accrue at least 120 Credited Service Months. The 120 Credited Service Months may be earned at any time over your career, regardless of the length of time between periods of employment.

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 you in the Supplemental Plan when you are not vested in the Employer portion of your Individual Account and when you have withdrawn from all DGA Covered Employment. As unvested, you forfeit your Employer Contributions and can withdraw the Employee Contributions from your account.

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