

New Employee

WELCOME GUIDE

Welcome to American Legacy! Let's get you started!



AMERICAN
LEGACY

style color tone



0%



**Many of our resources are available in
English and Spanish.**

Please use whichever version best serves you.

English



Spanish



We are happy to help in any language.

If you require assistance, please email us at
HR@american-stucco.com.

Contact Us



5%



Welcome

On behalf of American Legacy Stucco & Stone, let us extend a warm and sincere welcome. We hope you enjoy your work here and are glad to have you with us. We understand that our employees provide the services that our customers rely upon and believe each employee contributes directly to American Legacy Stucco & Stone's growth and success.

We hope your experience here will be challenging, enjoyable, and rewarding. We are excited to have you as part of our team!

This welcome packet includes the basic company information you'll need to know and gathers the information necessary for onboarding. Please review the documents and complete the information requested.

We are here to help review anything you are unclear on. If you have questions, please ask our support team at HR@american-stucco.com before signing.

Welcome aboard!

IMPORTANT: You will need access to the internet (mobile is fine) and the ability to upload items - such as your driver's license, profile picture, and I-9 document(s).



5%



Welcome Guide Contents

WELCOME

Languages & Contact	2
Message from the Owner	3
Support Team	5

KEY POLICIES

General Highlights	6
Safety Highlights	10

EMPLOYMENT

Application	14
Profile Photo	15
Employment Details	16
Job Description	17
Form I-9	18
Handbook Receipt	22

BENEFITS

Eligibility	26
Health Plan Options	28
EMI Health	30
TeleMedicine	32
GoodRx	34
Paid Time Away	36
Retirement	37
Enroll/Waive	38

CLOSING

New Hire Checklist (HR)	40
Thank You & Welcome	41

LEGAL NOTICES

Employment	43
Insurances.....	72
Retirement	135



Support Team

We are Here to Help

You are never alone. You have an entire team able to assist you in the event that your manager is unavailable.



Raymond Lopez
Operations Manager
602-575-3226
Ray@american-stucco.com



Marcy Snyder
Office Manager
602-799-0513
HR@amerian-stucco.com



Brenda Angulo
Administrative Coordinator
602-799-0513
HR@american-stucco.com



Anne Cicotte
Administrative Coordinator
602-799-0513
HR@american-stucco.com

In Any Language

We want everyone to feel comfortable and confident in understanding workplace information and sharing their thoughts. We know English may not be your first language, and that's okay — we never want language to get in the way of your success here.

You're welcome to email HR at HR@american-stucco.com in the language you're most comfortable with. Written communication helps us respond quickly, keep track of issues, and make sure nothing gets lost in translation.

Whenever possible, we provide Spanish versions of company policies and forms. Please keep in mind that translations are not always perfect, so the English version is considered the official version. Your feedback is important — if you see something in a translation that could be better, please let us know. We want our materials to be as accurate and helpful as possible.

Contact Us 

Policy Highlights

As a new hire, part of your training includes learning the critical policies that guide how we work safely and responsibly at American Legacy. In the next section, you'll find short excerpts and sign-offs to review. These are designed to make sure you understand the essentials before moving forward in your role.

Please be mindful that these are summaries only - all employees must also review and be familiar with the full policy details as outlined in our employee handbook.

Non-Discrimination & Sexual Harassment

American Legacy Stucco & Stone, is committed to maintaining a workplace that is safe, respectful, and free from harassment or discrimination of any kind. This includes protection against behavior based on race, sex (including pregnancy, gender identity, or sexual orientation), age, religion, national origin, genetics, disability, veteran status, or any other protected status.

Harassment and unfair treatment of any kind—whether verbal, physical, or visual, including unwanted sexual advances or comments—will not be tolerated in the workplace, at work-related events, or online.

Sexual Harassment

Because of the seriousness and impact of sexual harassment, the Company makes clear that it is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature that creates a hostile, intimidating, or offensive work environment. Examples include sexual jokes or comments, leering, inappropriate touching, or displaying sexually explicit images. This type of behavior is never acceptable and will result in disciplinary action.

If you experience or witness harassment or discrimination, report it immediately to your manager or Human Resources at HR@american-stucco.com. All reports will be taken seriously, investigated promptly, and kept as confidential as possible.

Non-Retaliation

Retaliation against anyone who raises a concern or participates in an investigation is strictly prohibited. Each employee shares responsibility for helping keep our workplace respectful and free of harassment.

Employee Name

Employee Signature

Date



15%



Attendance and Reliability

Being on time is critical expectation of the job. Employees must arrive ready to work at the start of each shift. If you're going to be late, absent, or need to leave early, contact your manager directly by call, text, or email before your shift starts—or as soon as possible if it's an emergency.

Not showing up and not calling within the first two hours of a shift counts as a No Call/No Show (NCNS). Two in a row will be treated as voluntarily quitting.

Accuracy in Timekeeping

Every hour you work must be recorded—in real-time using the Quickbooks Workforce app. Off-the-clock work is not allowed, and no one can change or enter time for anyone else. If you notice a mistake, let your manager know right away so it can be fixed.

Overtime & Scheduling

Sometimes business demands mean schedules change or extra hours are needed. When that happens, you'll be paid time and a half for any hours worked over 40 in a week (if you're a non-exempt employee). Overtime must always be approved in advance by the your manager. Even if unauthorized overtime is worked, it will be paid—but repeated violations can lead to discipline. Flexibility is part of the job, and employees are expected to cooperate with schedule changes when needed.

Employee Name

Employee Signature

Date

Administrative Discharge

Employees who do not perform work for a period of ninety (90) consecutive calendar days will be administratively discharged from the Company's active employment records. An administrative discharge is not considered disciplinary in nature but does reflect the end of the employment relationship, at least for the time being.

Employees who have been administratively discharged must be rehired as new employees if they return to work after this period. This means they are subject to all new hire processes and requirements and will not retain prior seniority or benefits unless otherwise required by law.

Employee Name

Employee Signature

Date

Dispute Resolution

we value each employee and aim to provide a positive, respectful workplace. Sometimes disagreements or concerns arise, and our Dispute Resolution Policy outlines a fair process for handling them.

Employees are encouraged to first resolve issues directly with the people involved through open and respectful communication. If that is not possible, you should bring the matter to your manager. Many concerns can be resolved quickly at this level.

If the issue is not resolved, is sensitive, or involves company policies or legal compliance, it must be submitted in writing to Human Resources at HR@american-stucco.com. We take every concern seriously and strives to resolve disputes fairly, quickly, and with respect for all parties involved. Written communication ensures concerns are reviewed, tracked, and handled promptly.

Employees may submit concerns in their preferred language, and HR will provide responses in both English and the original language used.

HR will review the matter, gather information, and provide a written decision—generally within five business days. If more time is needed, employees will receive weekly updates until the matter is resolved. If you disagree with HR's decision, you may submit a written appeal within five business days. Senior leadership will review the case and issue a final written decision.

Employee Name

Employee Signature

Date

Client Feedback and Complaints

Client Site Managers have authority to enforce worksite rules, including safety. If a violation is reported, the Company will review the incident, provide retraining if needed, and may take disciplinary action.

If an employee is found responsible for a violation that results in a fine, the fine may be assigned to them. Employees will always receive written notice of the violation, fine amount, and deduction schedule before deductions occur. Any payroll deductions will follow all wage and hour laws, never reducing pay below minimum wage.

Employee Name

Employee Signature

Date



20%



Media Release

As a condition of employment, all employees grant American Legacy Stucco & Stone the irrevocable right to use, reproduce, publish, and distribute their name, image, likeness, voice, and/or work-related representations in photographs, video, audio, or other media created in connection with their employment.

All such media are the sole property of the Company and may be used, now or in the future, for any lawful business purpose, including but not limited to marketing, training, advertising, and promotional materials, without further compensation to the employee.

This authorization applies to all media created during employment and continues in perpetuity, even after employment ends.

Employees who have questions or concerns regarding this policy may contact the Human Resources Department at HR@american-stucco.com.

Employee Name

Employee Signature

Date

Electronic Notices

To promote efficiency, enable translation services, reduce paper waste, and lower costs, American Legacy uses electronic distribution for most employee communications. This includes important policies, postings, notices, and records. Employees are expected to review these materials regularly to stay informed about company updates.

To access information electronically, you must have an active email address and access to a computer or mobile device with internet capability that can view PDF files. It is your responsibility to keep your email address on file current to ensure timely delivery.

Employees who do not have regular electronic access may request assistance from their manager or Human Resources. Printed copies of any notice or policy are available upon request by emailing HR@american-stucco.com.

Electronic delivery of notices carries the same force and effect as printed delivery. Employees are responsible for reviewing all communications provided, whether electronic or printed.

Employee Name

Employee Signature

Date

Policy Highlights - Safety

As a new hire, part of your training includes learning the critical policies that guide how we work safely and responsibly at American Legacy. In the next section, you'll find short excerpts and sign-offs to review. These are designed to make sure you understand the essentials before moving forward in your role.

Please be mindful that these are summaries only - all employees must also review and be familiar with the full policy details as outlined in our employee handbook.

Commitment to Safety

At American Legacy Stucco & Stone, safety isn't just a policy — it's part of how we work every day. Stone and stucco work can be demanding, and we want every employee to head home healthy after each shift. That means taking safety seriously, looking out for each other, and following the rules that keep us all protected.

We provide the training, equipment, and resources you need to do the job right. In return, we expect you to use them, report hazards or injuries right away, and step in if you see something unsafe. Safety is everyone's responsibility, and when we all do our part, we keep the job running smoothly and our crews strong.

Accident & Injury Reporting

If something happens on the job—an injury, accident, or near-miss—tell your supervisor immediately. You must send a quick text or email with what happened, where, and who was involved. All reports MUST be completed before leaving the job site the same day (and never later than 24 hours).

You can also report directly to HR at HR@american-stucco.com. Prompt reporting helps us get medical care moving, fix hazards, and handle workers' comp correctly.

Non-Retaliation

We want people to speak up. American Legacy does not tolerate retaliation against anyone who makes an injury report in good faith, raises a safety concern, or helps with an investigation. No one will be punished, demoted, or treated poorly for doing the right thing. If you believe you've experienced retaliation, contact Human Resources at HR@american-stucco.com immediately.

Employee Name

Employee Signature

Date



Job Site Conduct & Cleanliness

When you're on a client's site, you represent both American Legacy and your crew. Keep it professional: no profanity or smoking on client property, and keep personal phone use to a minimum. Always be respectful to clients, their guests, and their property.

Before starting work, take a quick look around your area. Make sure it's safe, clear of obstacles, and that nothing nearby could be damaged while you're working. If you see an issue, let the site superintendent know before you begin.

If something does get damaged, report it immediately to your supervisor so it can be handled quickly and professionally with the client.

Throughout the day, keep your area clean—don't leave food, drinks, or trash lying around. At the end of your shift, do a final cleanup and walk-through to leave the site safe, tidy, and secure. A clean job site keeps crews safe and leaves a strong impression on our clients.

Emergency Preparedness

Each site has its own emergency response plan. Follow the lead of the client's superintendent at all times—they are in charge of the site and its evacuation plan. Make sure you know their expectations, ask questions if anything is unclear, and keep them informed of your location and movements. In an emergency, follow their directions first, and notify American Legacy management as soon as possible.

Employee Name

Employee Signature

Date

Heat Injury/Illness Prevention

Working outdoors means dealing with heat, and we take that seriously. To keep everyone safe, water and shade are always available, and breaks are encouraged when it gets hot. Drink water often, even if you're not thirsty, and let your supervisor know right away if you start feeling dizzy, sick, or overheated.

Look out for your teammates, too — if you notice someone struggling with the heat, speak up. If it looks serious, we'll call 911 immediately. Safety comes first, and staying cool and hydrated helps keep us all working strong.

Employee Name

Employee Signature

Date

25%



Equipment, PPE & Elevated Surfaces

At American Legacy, safety starts with using the right tools the right way. Employees are expected to treat all company equipment with care and only use it when trained and authorized. If something is broken, missing, or doesn't feel safe, stop using it immediately and tell your supervisor. Never operate unsafe or unfamiliar equipment.

Personal Protective Equipment (PPE)

The gear you wear matters just as much as the tools you use. Hard hats, safety glasses, gloves, fall-protection, respirators and other PPE must be worn when required based on the safety needs of each individual job or task.

Always check that your PPE fits properly and is in good condition before starting work. Don't begin any task unless you have the right protective gear.

Scaffolds, Ladders & Elevated Surfaces

Much of our work is performed at heights, so extra caution is required. You must be trained before using scaffolds, ladders, or fall protection equipment. All scaffolding and ladders must be inspected daily, kept clear of clutter, and used only on stable, level ground. When climbing ladders, maintain three points of contact and never carry heavy loads up by hand—use hoists or hand lines instead.

Fall protection is required when working six feet or more above the ground, unless guardrails or another protective system is in place. Always use approved harnesses, lanyards, and secure anchor points, and inspect your gear before every use.

Your Responsibility

If you see unsafe equipment, missing PPE, or unsafe practices, report it right away. Everyone shares responsibility for keeping the job site safe, and following these rules helps make sure every crew member goes home safe at the end of the day.

Employee Name

Employee Signature

Date



Environmental & Hazard Communication

American Legacy Stucco & Stone is committed to protecting both our crews and the environment. On every job site, employees are expected to help control dust, use proper washout stations, and dispose of leftover materials safely. Fuels, sealants, and other chemicals must be stored correctly, and any leaks or spills should be reported right away so they can be handled properly.

You also have the right to know about any hazardous chemicals you may encounter. All materials must be clearly labeled, Safety Data Sheets (SDSs) are always available, and you will receive training on how to handle chemicals safely. The use of personal protective equipment is required when necessary, and any concerns should be brought to your supervisor or to HR at HR@american-stucco.com.

Employee Name

Employee Signature

Date

Vehicle Use & Maintenance

When driving for American Legacy Stucco & Stone — whether in a company vehicle or your own — safety and professionalism come first. All drivers must hold a valid license, keep an acceptable driving record, and, if using a personal vehicle, carry proper insurance. Any changes to your license or driving status must be reported right away.

Company vehicles are for business use only unless management gives written approval otherwise. Drivers are expected to follow all traffic laws, wear seat belts, and avoid distractions like phone use. Driving under the influence, reckless behavior, or unsafe practices will not be tolerated.

Before each trip, do a quick check of brakes, tires, lights, and fluids to make sure the vehicle is safe. Report any issues before driving. Vehicles should be kept clean, and smoking inside is not allowed.

If an accident happens, your first priority is safety. Call emergency services if needed, then notify your supervisor immediately — and before leaving the scene. A written report, police report, and photos may be required, so it's important to report incidents right away.

The company may use GPS or other tools to monitor vehicle use to help ensure safety and protect property.

Employee Name

Employee Signature

Date



30%



EMPLOYMENT APPLICATION

Valid for one year. Please complete all sections clearly and accurately. Incomplete applications may not be considered.

1 PERSONAL INFORMATION

First Name		Last Name	
Cell Phone		Email	
Address			

2 INTEREST, ELIGIBILITY & QUALIFICATIONS

Position(s) Applied For	(Select all that apply)	Other		
<input checked="" type="checkbox"/> Scaffolding	<input checked="" type="checkbox"/> Lath	<input checked="" type="checkbox"/> Stucco	<input checked="" type="checkbox"/> Crew Leader	
<p>Warranty Service Technician Note: Warranty Techs are required to drive a company vehicle or for company purposes. As such, employment will be contingent upon maintaining a valid driver's license and an acceptable motor vehicle record. A Motor Vehicle Report (MVR) may be obtained prior to hiring and at any time during employment.</p>				
License Number	State of Issuance	Expiration		
Have you had any moving violations in the last 3 years?	Yes	No		
Has your license ever been suspended, revoked, or restricted?	Yes	No		
Are you at least 18 years old and authorized to work in the United States?			Yes	No
Have you worked with American Legacy Stucco & Stone before?			Yes	No
If yes, when? _____				
Can you perform the essential duties with or without reasonable accommodation?				
Do you have reliable transportation to and from job sites throughout the day?				
What is the maximum distance you are willing to travel in a day? _____				
Years of Experience in Lath	Stucco	Stonework		

Provide the following information for your **two most recent employers**. If you have not had two employers, please explain.

Employer	Position	Years Worked
Employer	Position	Years Worked

3 LEGAL ACKNOWLEDGEMENTS

American Legacy Stucco & Stone is an equal opportunity employer. Employment decisions are made without regard to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, veteran status, or any other protected status in accordance with applicable federal, state, and local law.

I certify that the information provided in this application is true and complete to the best of my knowledge. I understand that false statements, omissions, or misrepresentations may result in disqualification from employment or, if hired, termination.

I understand that if I am hired, my employment will be on an at-will basis. This means either I or American Legacy Stucco & Stone may terminate the employment relationship at any time, with or without cause or notice, subject to applicable law. No representative of the company has authority to enter into any agreement contrary to the at-will relationship.

Applicant Signature

Date Submitted



35%



Profile Picture Upload



Profile Picture Guidelines

Please upload a recent, clear photo of yourself for your employee profile.

Photos should be:

- Current (taken within the last 12 months).
- Clear and professional (limited filters, no hats, or sunglasses).
- Easy to recognize (your face should be centered and visible).

This helps us keep accurate records and makes it easier for others to recognize you.



35%



INITIAL EMPLOYMENT NOTICE

201

This notice confirms the key details of your at-will employment with American Legacy Stucco & Stone, including your position, pay details, and other important information. Please review carefully and keep a copy for your records.

1

EMPLOYEE INFORMATION

First Name

Last Name

Cell Phone

Email

Address

City, State

Zip

Birth Date

Sex

Social Sec

Ethnicity

Size

Status

Veteran

2

EMPLOYMENT INFORMATION

Company

FEIN

Hire Date

Main Office

Contact

Position

Manager

Pay Day

on

Category

Based on your start date, your first pay day will be Friday,

FLSA Status

Reg Rate

OT Rate

Piece Rate

Yes

No

Your pay is based on the number of units (yards) you complete. By law, you will always earn at least the minimum wage for all hours worked, and if you work more than 40 hours in a week you will receive overtime pay at time and a half, based on your average hourly rate from piece-rate earnings.

The table below shows your pay per yard, based on the job location or type.

Location/Type

\$/Yard

Location/Type

\$/Yard

3 **CERTIFICATION & ACKNOWLEDGEMENT**

I understand the information presented above and certify that it is true and accurate to the best of my knowledge.

Manager

Date

Employee

Date



40%

STUCCO CREW MEMBER

Reports To Raymond

FLSA Status Non-Exempt, Piece Rate

Department Field Operations

Category Variable Full-Time Field (VFF)

1 POSITION SUMMARY

The Stucco Crew Member supports the construction and finishing of residential and commercial projects by assisting with the preparation, application, and finishing of stucco and related exterior coatings. This position requires reliability, teamwork, and a commitment to safety and quality workmanship in all phases of stucco installation.

2 KEY RESPONSIBILITIES

- Prepare work surfaces by cleaning, taping, and applying lath, netting, or other base materials.
- Mix, handle, and transport stucco, plaster, and other construction materials as directed.
- Apply base coats, scratch coats, and finish coats of stucco under the supervision of the crew leader.
- Operate hand tools and equipment (trowels, floats, mixers, scaffolding, etc.) safely and effectively.
- Assist with erecting, moving, and dismantling scaffolding and ladders.
- Maintain a clean, organized, and safe work area, including cleanup of tools, equipment, and debris.
- Follow site safety protocols, including use of PPE (hard hats, gloves, harnesses, etc.).
- Support fellow crew members in completing projects efficiently and meeting quality standards.
- Perform other duties as assigned by the Crew Leader or Supervisor.

3 QUALIFICATIONS & CONDITIONS

Required Qualifications

- Ability to perform physical labor outdoors in varying weather conditions.
- Willingness to learn stucco techniques and follow directions from supervisors.
- Reliability and punctuality for assigned shifts.
- Ability to lift 50+ lbs, climb ladders, and work on scaffolding or elevated surfaces.

Preferred Qualifications

- Prior construction or stucco experience.
- Familiarity with mixing materials, operating mixers, or trowel work.
- Basic knowledge of job site safety practices.

Working Conditions

- Work is performed primarily outdoors on active construction sites.
- Frequent standing, bending, lifting, and climbing.
- Exposure to dust, cement, lime, and weather conditions.
- May require overtime, evenings, or weekends depending on project schedules.

This is an employment-at-will relationship. American Legacy Stucco and Stone is an Equal Opportunity Employer who provides ADA compliant Reasonable Accommodation.

Employee

Date



45%





Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS

Form I-9

OMB No.1615-0047

Expires 05/31/2027

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the [Instructions](#).

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or **Supplement B, Reverification and Rehire**. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

Section 1. Employee Information and Attestation: Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.

Last Name (Family Name)		First Name (Given Name)		Middle Initial (if any)	Other Last Names Used (if any)		
Address (Street Number and Name)		Apt. Number (if any)	City or Town			State	ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number		Employee's Email Address			Employee's Telephone Number	
<p>I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.</p>	Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions):						
	<input type="checkbox"/> 1. A citizen of the United States						
	<input type="checkbox"/> 2. A noncitizen national of the United States (See Instructions.)						
	<input type="checkbox"/> 3. A lawful permanent resident (Enter USCIS or A-Number.)						
	<input type="checkbox"/> 4. An alien authorized to work until _____ (exp. date, if any)						
If you check Item Number 4., enter one of these:							
USCIS A-Number		OR	Form I-94 Admission Number		OR	Foreign Passport Number and Country of Issuance	
Signature of Employee				Today's Date (mm/dd/yyyy)			

If a preparer and/or translator assisted you in completing Section 1, that person **MUST** complete the [Preparer and/or Translator Certification](#) on Page 3.

Section 2. Employer Review and Verification: Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the **Additional Information** box; see Instructions.

List A		OR	List B	AND	List C	
Document Title 1						
Issuing Authority						
Document Number (if any)						
Expiration Date (if any)						
Document Title 2 (if any)			Additional Information			
Issuing Authority						
Document Number (if any)						
Expiration Date (if any)						
Document Title 3 (if any)						
Issuing Authority						
Document Number (if any)						
Expiration Date (if any)						
<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.						
Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.					First Day of Employment (mm/dd/yyyy):	
Last Name, First Name and Title of Employer or Authorized Representative			Signature of Employer or Authorized Representative			Today's Date (mm/dd/yyyy)
Employer's Business or Organization Name		Employer's Business or Organization Address, City or Town, State, ZIP Code				

For reverification or rehire, complete [Supplement B, Reverification and Rehire](#) on Page 4.



FORM I-9 Document(s)



ONE List A Document

Documents that Establish Both Identity and Employment Authorization

1. U.S. Passport or U.S. Passport Card
2. Permanent Resident Card or AlienRegistration Receipt Card (Form I-551)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa
4. Employment Authorization Document that contains a photograph (Form I-766)
5. For an individual temporarily authorized to work for a specific employer because of their status or parole:
 - a. Foreign passport; and
 - b. Form I-94 or Form I-94A that has the following:
 - i. The same name as the passport; and
 - ii. An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI

OR



AND



ONE List B Document

Documents that Establish Identity

1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
3. School ID card with a photograph
4. Voter's registration card
5. U.S. Military card or draft record
6. Military dependent's ID card
7. U.S. Coast Guard Merchant Mariner Card
8. Native American tribal document
9. Driver's license issued by a Canadian government authority

Persons under age 18 may alternatively use

1. School record or report card
2. Clinic, doctor, or hospital record
3. Day-care or nursery school record

ONE List C Document

Documents that Establish Employment Authorization

1. A Social Security Account Number card, unless the card includes one of the following restrictions:
 - a. NOT VALID FOR EMPLOYMENT
 - b. VALID FOR WORK ONLY WITH INS AUTHORIZATION
 - c. VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Native American tribal document
5. U.S. Citizen ID Card (Form I-197)
6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
7. Employment authorization document issued by the Department of Homeland Security
 - a. For examples, see Section 7 and Section 13 of the M-274 onuscis.gov/i-9-central.
 - b. The Form I-766, Employment Authorization Document, is a List A, Item Number 4, document, not a List C document.



50%





Supplement B, Reverification and Rehire (formerly Section 3)

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement B
OMB No. 1615-0047
Expires 05/31/2027

Last Name (Family Name) from Section 1.	First Name (Given Name) from Section 1.	Middle initial (if any) from Section 1.
---	---	---

Instructions: This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#)

Date of Rehire (if applicable)	New Name (if applicable)
Date (mm/dd/yyyy)	Last Name (Family Name) First Name (Given Name) Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)
----------------	--------------------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)
---	--	---------------------------

Additional Information (Initial and date each notation.)	<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.
--	--

Date of Rehire (if applicable)	New Name (if applicable)
Date (mm/dd/yyyy)	Last Name (Family Name) First Name (Given Name) Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)
----------------	--------------------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)
---	--	---------------------------

Additional Information (Initial and date each notation.)	<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.
--	--

Date of Rehire (if applicable)	New Name (if applicable)
Date (mm/dd/yyyy)	Last Name (Family Name) First Name (Given Name) Middle Initial

Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.

Document Title	Document Number (if any)	Expiration Date (if any) (mm/dd/yyyy)
----------------	--------------------------	---------------------------------------

I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.

Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (mm/dd/yyyy)
---	--	---------------------------

Additional Information (Initial and date each notation.)	<input type="checkbox"/> Check here if you used an alternative procedure authorized by DHS to examine documents.
--	--



Reverification & Rehire FORM I-9 Document(s)



ONE List A Document

Documents that Establish Both Identity and Employment Authorization

1. U.S. Passport or U.S. Passport Card
2. Permanent Resident Card or AlienRegistration Receipt Card (Form I-551)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa
4. Employment Authorization Document that contains a photograph (Form I-766)
5. For an individual temporarily authorized to work for a specific employer because of their status or parole:
 - a. Foreign passport; and
 - b. Form I-94 or Form I-94A that has the following:
 - i. The same name as the passport; and
 - ii. An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI

OR



ONE List C Document

Documents that Establish Employment Authorization

1. A Social Security Account Number card, unless the card includes one of the following restrictions:
 - a. NOT VALID FOR EMPLOYMENT
 - b. VALID FOR WORK ONLY WITH INS AUTHORIZATION
 - c. VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Certification of report of birth issued by the Department of State (Forms DS-1350, DS-545, DS-240)
3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Native American tribal document
5. U.S. Citizen ID Card (Form I-197)
6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
7. Employment authorization document issued by the Department of Homeland Security
 - a. For examples, see Section 7 and Section 13 of the M-274 on uscis.gov/i-9-central.
 - b. The Form I-766, Employment Authorization Document, is a List A, Item Number 4, document, not a List C document.

Handbook Acknowledgement



I acknowledge that I have received a copy of the American Legacy Stucco & Stone Employee Handbook. I understand that it is my responsibility to read the handbook and become familiar with its policies, procedures, and expectations. If I have any questions, I know I can ask my manager or Human Resources for clarification.

I also acknowledge that I have received training on certain key policies as part of this new-hire onboarding. This includes, but are not limited to, the Company's safety rules, anti-harassment and non-discrimination policies, and attendance standards.

I understand that this handbook is not a contract of employment. My employment is at-will, which means that either the Company or I may end the employment relationship at any time, with or without cause or notice, as permitted by law. I further acknowledge that the policies in this handbook may be changed, updated, or withdrawn at the Company's discretion, and that I will be informed of any such updates.

I am aware that Company policies and important notices, including this Employee Handbook, are maintained through the Intuit Workforce platform. I understand it is my responsibility to access the most current information there, and I may contact Human Resources at HR@american-stucco.com if I have questions or would prefer printed materials.

Employee Name

Employee Signature

Date



AMERICAN LEGACY
STUCCO & STONE

BENEFIT GUIDE

From Healthcare to Retirement — We've Got You Covered



60%



Investing in You

To the Entire American Legacy Team,

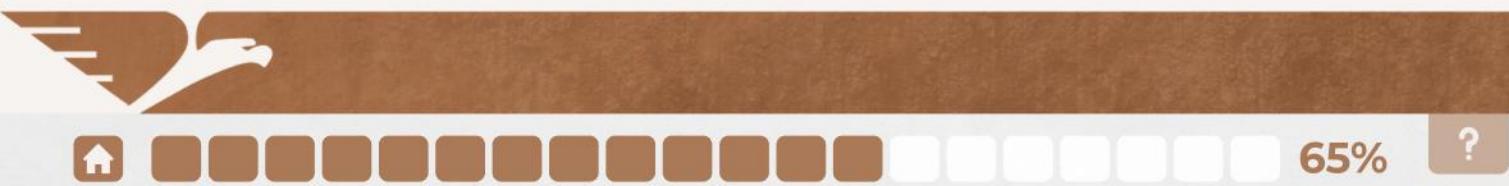
Our success at American Legacy Stucco and Stone ("American Legacy" or "the Company") is built on the hard work and dedication of our employees. Each of you plays an important role in the quality of our projects and the strength of our reputation, and we want to make sure you feel valued and supported in return.

This Benefit Guide is one way we demonstrate that commitment. The benefits offered here are designed to protect you and your family, support your health and well-being, and provide peace of mind. Whether it's medical coverage, financial wellbeing, or resources to help you through life's challenges, these programs are here to help you thrive at work and at home.

We know that choosing benefits can feel overwhelming, but we encourage you to take time to review the options and ask questions. Our goal is to make sure these plans truly serve your needs, so you can focus on your work and your future with confidence.

Thank you for the dedication and professionalism you bring to American Legacy every day. We're proud to invest in you — because when our people succeed, our company succeeds.

— American Legacy Stucco & Stone Leadership



Guide Contents

HEALTH INSURANCE

EMPLOYER SPONSORED

Eligibility.....	26
Health Plans	28
EMI Provider Search	30
EMI Health App	31
TeleMedicine	32
GoodRx	34

TIME AWAY FROM WORK

Paid Sick Time	36
Paid Time Off	36
Paid Holidays	36

RETIREMENT

DEFINED CONTRIBUTION PLAN

Eligibility	37
Vesting Schedule	37

PLAN SELECTIONS

REQUIRED FOR ALL FULL-TIME EMPLOYEES

Enroll/Change	38
Waive	39

REQUIRED NOTICES

LEGALLY MANDATED INFORMATION

MEDICAL

Plan Description (SPD)	73
SBCs	89
Special Enrollment	107
HIPAA Privacy	108
AZ HIPAA Privacy	114
COBRA General Notice	118
Marketplace Exchange	123
Medicare Part D	125
CHIPRA Notice	127
WHCRA Notice	131
NMHPA Notice	132
MHPAEA Notice	133

RETIREMENT

Plan Description (SPD)	135
------------------------------	-----



65%



Health Insurance ELIGIBILITY



American Legacy is proud to support the health and well-being of our employees and their families by offering comprehensive medical coverage to help manage healthcare costs and provide peace of mind. The following section explains eligibility, coverage start dates, and how to enroll.



Benefit Plan Year

American Legacy's benefit plan year begins on January first and runs through December 31.

Our 2026 plan year is
01/01/2026 - 12/31/2026

Employee Eligibility

All full-time employees working an average of 30 or more hours per week are eligible for health insurance on the first day of the month following 60 days of employment.

Dependent Eligibility

To be eligible for enrollment in your benefit plans, the dependent must be:

- Your legal spouse or domestic partner
- Your biological child, step child, legally adopted child or a child for whom you, the employee, are a legal guardian up to their 26th birthday - or beyond if they cannot work to support themselves due to mental or physical disabilities.



70%



Health Insurance

PLAN DESIGN



American Legacy offers three medical plans administered through EMI and Blue Cross Blue Shield (BCBS). These options range from free or low-cost to higher-cost coverage, giving employees flexibility to choose the plan that best fits their needs. While some plans allow you to see any provider, you'll save money and maximize your benefits by using in-network providers.



What is MEC?

MEC stands for **Minimum Essential Coverage**. It's a type of health insurance that meets the basic requirements of the Affordable Care Act (ACA) for having health coverage. MEC plans are designed to cover preventive services like annual checkups, screenings, and immunizations at no cost to you.

It's important to know that while MEC satisfies the ACA requirement, it does not provide the same level of protection as a full medical plan. MEC generally does not cover hospital stays, surgeries, or major medical expenses.

American Legacy contributes toward the cost of employee health coverage and ensures that the basic MEC plan is available free of charge to all eligible employees. This guarantees every team member access to essential preventive care, even if they choose not to enroll in one of the more comprehensive medical plan options.



70%



Health Insurance Plan Options

Summary of Benefits

	MEC Basic	MEC Enhanced
Calendar-Year Deductible	None	None
Max Out of Pocket	None	None
Coinsurance	None	None
TeleMedicine	\$0 Copay	\$0 Copay
Preventive Care	Covered 100%	Covered 100%
Primary Care Visit	Not Covered	\$20 Copay (3** incl. Spec)
Specialist Visit	Not Covered	\$50 Copay (3** incl. PCP)
Urgent Care	Not Covered	\$50 Copay
Lab & X-Ray (Major, CT, MRI)	Not Covered	\$250 Copay (1**)
Lab & X-Ray (Radiology, Lab)	Not Covered	\$50 Copay (3**)
Outpatient Services	Not Covered	Covered 100%**
Inpatient Services (Hospital)	Not Covered	Not Covered
Emergency Room	Not Covered	Not Covered

Prescription/Mail Order*

Tier 1 - Generic	Discount Only	10%
Tier 2 - Preferred	Discount Only	50%
Tier 3 - Non-Preferred	Discount Only	Discount Only

Speciality Prescriptions

Tier 1 - Generic	Not Covered	Not Covered
Tier 2 - Preferred	Not Covered	Not Covered
Tier 3 - Non-Preferred	Not Covered	Not Covered

Your Cost per Pay Period

Employee Only	0.00	17.08
Employee + Spouse	6.92	32.08
Employee + Child(ren)	10.15	38.54
Employee + Family	17.08	51.23

*ACA mandated preventive prescriptions are covered in full on all plans

**Subject to annual limits





EMI BCBS (\$6,500 / \$8,500)

In-Network

Out-of-Network

\$6,500 / \$13,000	\$13,000 / \$26,000	Calendar-Year Deductible
\$8,500 / \$17,000	\$17,000 / \$34,000	Max Out of Pocket
100% after deductible	50% after deductible	Coinsurance
\$0 Copay w/ Recuro	Not Covered	TeleMedicine
Covered 100%	Not Covered	Preventive Care
\$10-\$40 Copay	50% after deductible	Primary Care Visit
\$20-\$75 Copay	50% after deductible	Specialist Visit
\$100 Copay	50% after deductible	Urgent Care
100% after deductible	50% after deductible	Lab & X-Ray (Major, CT, MRI)
Covered 100%	50% after deductible	Lab & X-Ray (Radiology, Lab)
100% after deductible	50% after deductible	Outpatient Services
100% after deductible	50% after deductible	Inpatient Services (Hospital)
100% after deductible	\$400 Copay	Emergency Room

Prescription/Mail Order*

\$20 Copay after ded.	10%	Tier 1 - Generic
\$75 Copay after ded.	50%	Tier 2 - Preferred
\$150 Copay after ded.	Discount Only	Tier 3 - Non-Preferred

Speciality Prescriptions

25%, \$150 max per Rx	Tier 1 - Generic
25%, \$250 max per Rx	Tier 2 - Preferred
30%, \$500 max per Rx	Tier 3 - Non-Preferred

Your Cost per Pay Period

182.22

Employee Only

396.61

Employee + Spouse

357.64

Employee + Child(ren)

611.02

Employee + Family

*ACA mandated preventive prescriptions are covered in full on all plans



75%

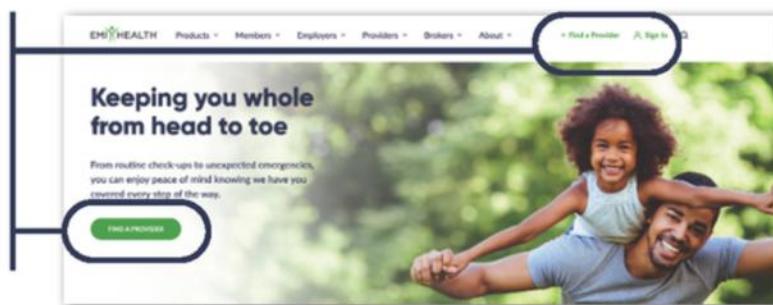


Online Services

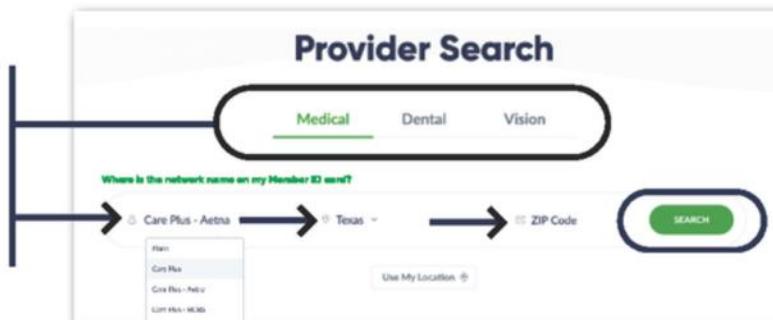
Finding a Provider

As a member of EMI Health, you can take advantage of a large choice of in-network providers locally and nationally. To find an in-network provider, follow these steps.

1 Go to emihealth.com and click on **+ FIND A PROVIDER** along the upper part of the home page, or use the green button below.

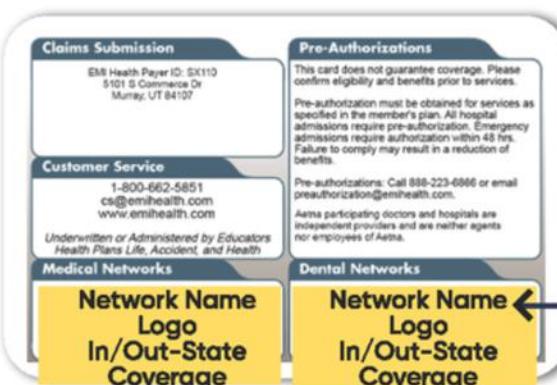
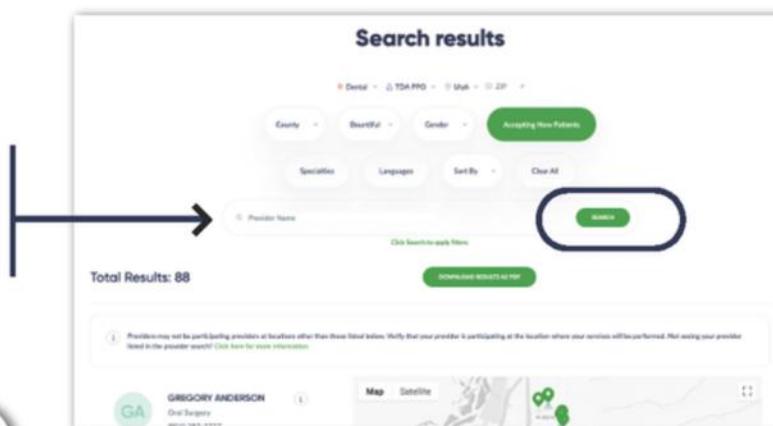


2 Click on either the **MEDICAL**, **DENTAL**, or **VISION** tab, Choose your **NETWORK NAME** (see note below on how to locate your network) from the drop down menu, Choose your **STATE**, and click **SEARCH**.



3 Scroll down to see a list of participating providers along with their contact information.

If you'd prefer to search for a specific provider, enter the **PROVIDER NAME** in the field and click the **SEARCH** button.



Locating your **NETWORK NAME** on your ID Card:

You can find the searchable **Network Name** within each category (medical/dental/vision) of your subscribed types of coverage. If applicable, there will be network logos for "within state" and "out-of-state" coverage networks.

Questions? 1 (800) 662-5851

Your benefits. *Anytime. Anywhere.*

The EMI Health App

Download the app and log in using your My EMI Health username and password. If you haven't registered your account, you can do so in the app or online at emihealth.com.



Available on the
App Store

ANDROID APP ON
Google play

ID Card

Access your ID Card from anywhere at any time.

Claims

View claim details and Explanation of Benefits (EOB).

Plan Information

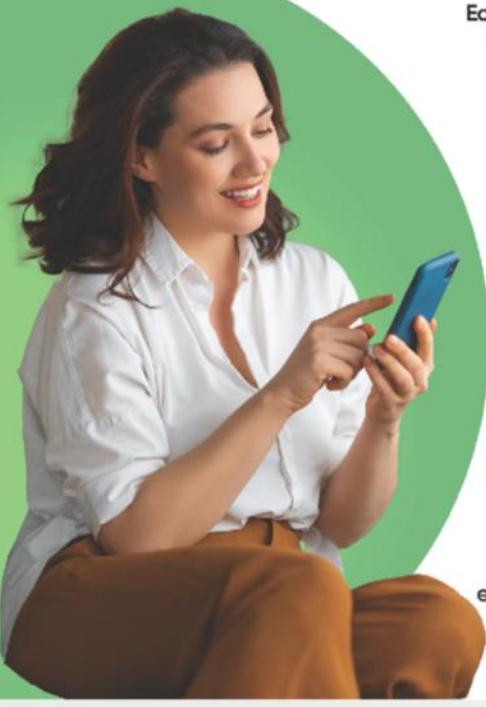
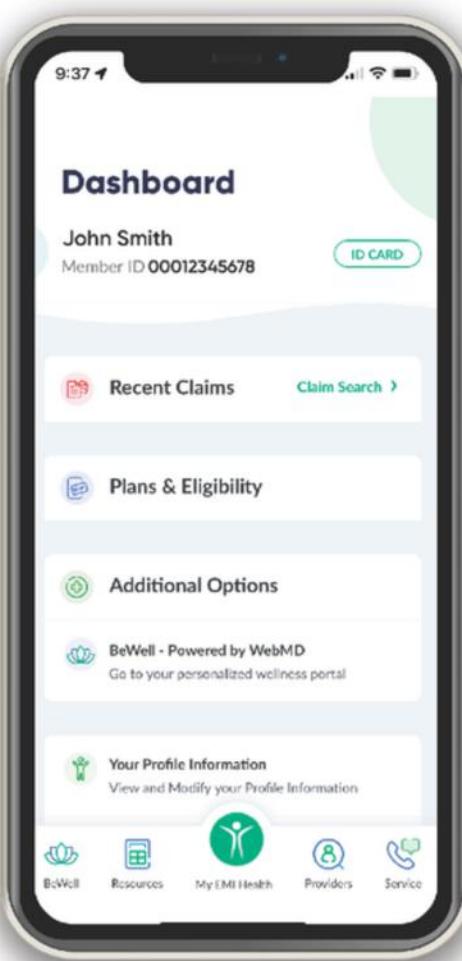
View and download your plan grids.

Profile

Update information like email address, password, or security.

Provider Search

Easily search for participating providers along with their contact information.



Scan this QR code with your phone to download.

TeleMedicine



Reach a doctor 24/7/365

Some 70% of doctor visits can be handled over the phone, and 40% of urgent care visits can be managed using TeleMedicine. Save time and money while still getting the treatment you need through EMI Health TeleMed offered through Recuro Health (formerly WellVia).



How do I use it?

Telemedicine doctors diagnose acute, non-emergent medical conditions and prescribe medications when clinically appropriate. Speak with a doctor anytime and pay no consultation fee rather than paying the high costs associated with office, urgent care, and ER visits.

Common Conditions

Acid Reflux + Allergies + Asthma
Bladder Infection + Bronchitis + Cold/Flu
Constipation + Cough + Ear Pain
Fever
Gout + Headache + Hemorrhoids + High
Blood Pressure + Joint Pain + Nausea
Pink Eye + Rashes + Sinus Conditions
Sore Throat + UTIs + Yeast Infections



85%

TeleMedicine

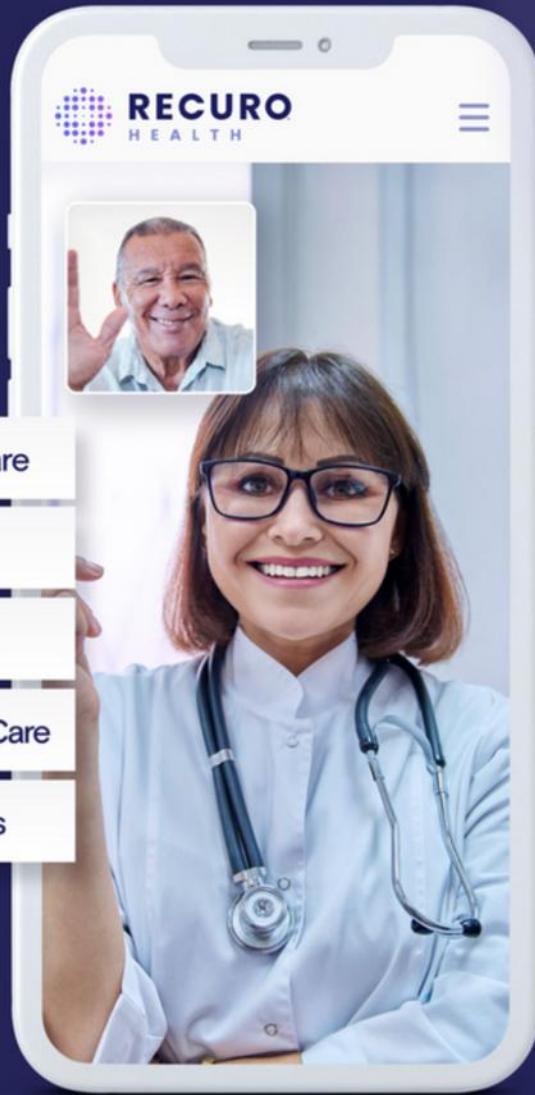


Making
Advanced
Healthcare
Accessible™

- 10 Min or Less Virtual Urgent Care
- Primary Care Visits in 24-48hrs
- 1:1 Patient/Doctor Relationships
- Prioritizes Prevention Over Sick-Care
- Healthier Outlook = Lower Costs



RECURO
HEALTH



**Download
The App To
Your Device**



Available on the
App Store

Get it on
Google play



?



GoodRx



How GoodRx Works



Compare Prices

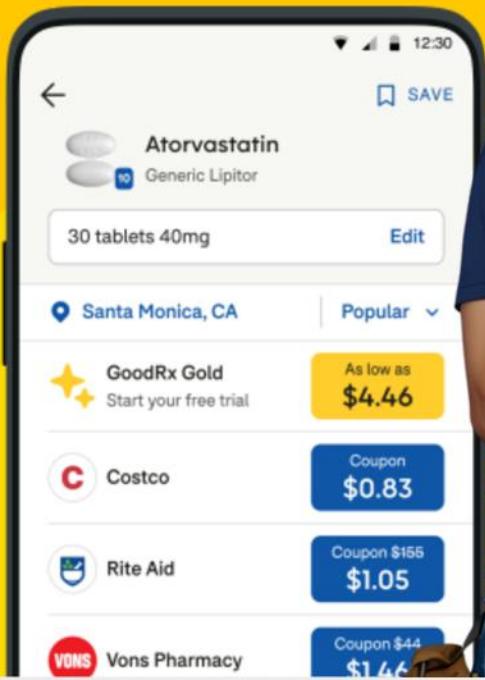
Drug prices vary by pharmacy. Use GoodRx to find current prices and discounts that are often lower than cash prices even without insurance!

Get Free Coupons

GoodRx Coupons can help you pay less than the cash price for your prescription.

Use at Pharmacy

It's easy. Just bring your free coupon to the pharmacy when picking up your prescription.



90%





GoodRx



Save up to 80% at over 70,000
pharmacies nationwide.

GoodRx

Prescription
Savings Card

BIN 1234567
PCN ABCDE
GROUP 123ABC
ID 1234567890

Questions? Customers Call: 1-855-213-1275. Pharmacists Call: 1-855-344-1842.

No insurance necessary!



Available on the
App Store



Get it on
Google play



**Download
The GoodRx
App Today**



90%



Paid Time Away



Time away from work is an important part of staying healthy, balanced, and productive. American Legacy provides paid time off, sick time, and holiday benefits to give you the flexibility to rest, recharge, and take care of personal needs. Please see your handbook for full details.



Paid Holidays

American Legacy generally observes 6 paid holidays per year. Due to the variable nature of our business, not all employee groups qualify for paid holiday leave. Please reference the employee handbook for details.

Paid Sick Time

All American Legacy employees earn 1 hour of paid sick leave for every 30 hours they work. Paid sick leave balances are updated weekly and can be found on your pay statements or in your Paylocity app.

Paid Time Off

Administrative employees who work at least 30 hours each week earn .77 hours of paid time off each pay period (40-hours over the course of a full year).

Requesting Time Off

All time-off requests must be submitted through the Paylocity app for your manager to review and approve. Your manager or HR are available to assist if you don't know how.



95%



Retirement



American Legacy Stucco & Stone offers a Profit Sharing Plan to help you save for the future. The plan is funded entirely by the Company — you don't make contributions. Each year, the Company may choose to add money to the plan based on business performance. If a contribution is made, it's shared among eligible employees according to the plan's rules.

Eligibility

All employees become eligible to participate in the retirement plan after completing **one year of service with at least 1,000 hours worked**.

Breaks in service (fewer than 501 hours in a year) may delay or affect eligibility.

If you are rehired, prior service may count toward eligibility unless it was disregarded under break-in-service rules.



Vesting Schedule

Employer contributions become yours over time based on years of service. You're 20% vested after 2 years, with an additional 20% each year, reaching 100% **after 6 years**. Breaks in service may affect vesting. You keep the vested portion of your account if you leave the Company.

Have Questions?

American Legacy's retirement plan is self-administered. Please review your **Summary Plan Description** for full details and send any questions you may have to Human Resources at HR@american-stucco.com.



HEALTH PLAN ENROLLMENT

1 ACTIVE EMPLOYEE INFORMATION

First Name		Last Name	
Cell Phone		Email	
Address		City, State	Zip
Position		Hire Date	Eligible
Social Sec		Birth Date	Sex

2 HEALTH INSURANCE PLAN OPTIONS

Health Plan Selected	Coverage Level	Your Cost per Pay Period

FAMILY MEMBERS TO BE COVERED

Relationship	Full Legal Name	Sex	Birth Date	Social Security	Address

OTHER INSURANCE INFORMATION

3 CERTIFICATION & ACKNOWLEDGEMENTS

I hereby apply for coverage to which I may be entitled or to which I may become entitled under the terms of agreements, including binding arbitration provisions, in the policies issued by EMI Health. I accept the terms of group agreement between my employer and the plan and appoint my employer to act as agent on my behalf. I authorize the deduction from my earnings of any contribution I am required to make towards the cost of this coverage. The proposed coverage shall not take effect until this application has been accepted by the other underwriting companies, as applicable, and shall become effective only in accordance with the provisions of such agreements or group policies. I understand that I am not entitled to change my coverage elections during the plan year, unless I experience a special enrollment situation (i.e., marriage, divorce, birth, death, adoption, placement for adoption, or loss of other insurance coverage). I also understand that if I experience a qualifying event, I may elect to terminate coverage for myself and/or dependents by providing written notice to my employer within 31 days of the qualifying event.

I authorize EMI Health to share PHI concerning me and my family, including adult dependents, with any health care provider or HSA/HRA administrator providing benefits. I understand that any person who includes any false or misleading information on an application for an insurance policy may be subject to criminal and civil penalties.

Employee Signature

Date

4 EMPLOYER SIGN-OFF

Approved By

I have reviewed the information provided above to confirm accuracy and eligibility. This form is approved for processing.

Approved On



HEALTH PLAN WAIVER

1 ACTIVE EMPLOYEE INFORMATION

First Name	<input type="text"/>	Last Name	<input type="text"/>
Cell Phone	<input type="text"/>	Email	<input type="text"/>
Address	<input type="text"/>	City, State	<input type="text"/>
Position	<input type="text"/>	Hire Date	<input type="text"/>
Social Sec	<input type="text"/>	Birth Date	<input type="text"/>
		Eligibile	<input type="text"/>
		Sex	<input type="text"/>

2 WAIVER OF OFFERED HEALTH INSURANCE PLANS

I choose not to participate in the following group benefits that have been offered and waive such coverage(s).

Medical

3 CERTIFICATION & ACKNOWLEDGEMENTS

I understand that I may later apply for these benefits if I experience a special enrollment situation (i.e., marriage, divorce, birth, death, adoption, placement for adoption, or loss of other insurance coverage), or during my employers next open enrollment period.

Employee Signature

Date

4 EMPLOYER SIGN-OFF

Approved By

Approved On

I have reviewed the information provided above to confirm accuracy. This form is approved for processing.



100%



To be completed by the American Legacy HR Representative responsible for entering & maintaining the employment record.

1

PRE-HIRE

PAYLOCITY RESET - DEC 2025

Notes

Processed By

Processed On

2

POST-HIRE

Notes

- HR Reboot - 2026 NH Orientation, Welcome Guide
- Dynafile - Complete File Registration
- EMI - 2026 Benefits Enrollment Forms
- Paylocity - Update Legal Name per List A or C Docs
- Paylocity - Full HR Profile Setup
- Paylocity - Time Setup w/ Geo Fencing & Crew
- Paylocity - 2026 Benefits Selections - Enroll/Waive

Processed By

Processed On

3

FOLLOW UP

Notes

Processed By

Processed On



100%



THANK YOU and Welcome!

We're so glad you've taken the time to read through this guide and learn about American Legacy Stucco & Stone. By joining our team, you're not just starting a job — you're becoming part of a community that values hard work, respect, and looking out for one another.

Thank you for your time and commitment to getting started the right way. We're excited to have you on board and can't wait to see the impact you'll make.

Welcome to the team!





PROVIDED BY



+1-662-MODRNHR

+1-662-663-7647

modrnHR.com



EMPLOYMENT Legal Notices

Read If You'd Like — Ask If You Need

The next section includes a collection of required employment notices. We know it can feel like a lot of fine print, but these documents are provided to protect you and keep you informed of your rights and options. You don't need to study every word — just know they're here for your reference.

While we make every effort to translate our materials into Spanish, some of these legal notices are only available in English. If you ever have questions or want help making sense of any of it, your HR team is always happy to help. You can reach us at HR@american-stucco.com.

For future reference, these notices are posted and kept updated in our online Employee Portal with our other policies and important notices.

EMPLOYEE SAFETY AND HEALTH PROTECTION

The Arizona Occupational Safety and Health Act of 1972 (Act), provides safety and health protection for employees in Arizona. The Act requires each employer to furnish his employees with a place of employment free from recognized hazards that might cause serious injury or death. The Act further requires that employers and employees comply with all workplace safety and health standards, rules and regulations promulgated by the Industrial Commission. The Arizona Division of Occupational Safety and Health (ADOSH), a division of the Industrial Commission of Arizona, administers and enforces the requirements of the Act.

As an employee, you have the following rights:

You have the right to notify your employer or ADOSH about workplace hazards. You may ask ADOSH to keep your name confidential.

You have the right to request that ADOSH conduct an inspection if you believe there are unsafe and/or unhealthful conditions in your workplace. You or your representative may participate in the inspection.

If you believe you have been discriminated against for making safety and health complaints, or for exercising your rights under the Act, you have a right to file a complaint with ADOSH within 30 days of the discriminatory action. You are also afforded protection from discrimination under the Federal Occupational Safety and Health Act and may file a complaint with the U.S. Secretary of Labor within 30 days of the discriminatory action.

You have the right to see any citations that have been issued to your employer. Your employer must post the citations at or near the location of the alleged violation.

You have the right to protest the time frame given for correction of any violation.

You have the right to obtain copies of your medical records or records of your exposure to toxic and harmful substances or conditions.

Your employer must post this notice in your workplace.

The Industrial Commission and ADOSH do not cover employers of household domestic labor, those in maritime activities (covered by OSHA), those in atomic energy activities (covered by the Atomic Energy Commission) and those in mining activities (covered by the Arizona Mine Inspector's office). To file a complaint, report an emergency or seek advice and assistance from ADOSH, contact the nearest ADOSH office:

Phoenix:
800 West Washington
Phoenix AZ. 85007
602-542-5795
Toll free: 855-268-5251



Tucson:
2675 East Broadway
Tucson, AZ. 85716
520-628-5478
Toll free: 855-268-5251

Industrial Commission web site: www.ica.state.az.us

Note: Persons wishing to register a complaint alleging inadequacy in the administration of the Arizona Occupational Safety and Health plan may do so at the following address:

U.S. Department of Labor – OSHA
230 N. 1st Ave., Ste. 202
Phoenix, AZ 85003
Telephone: 602-514-7250

PROTECCION DE SEGURIDAD Y SANIDAD PARA EL EMPLEADO

El Acta de Seguridad y Sanidad Ocupacional de 1972 (Acta) provee protección de seguridad y sanidad para los empleados en Arizona. El Acta requiere que cada patron les ofrezca a sus empleados un lugar de empleo libre de riesgos reconocidos que puedan causar daño o muerte. El Acta también requiere que los patronos y empleados cumplan con las normas, y los reglamentos de seguridad y sanidad promulgados por la Comisión Industrial. La ejecución de esta ley se lleva a cabo por la División de Seguridad y Sanidad Ocupacional, un brazo de la Comisión Industrial de Arizona.

Como empleado, Ud. tiene los derechos siguientes:

Tiene el derecho de notificar a su patron o a ADOSH sobre peligros en su lugar de trabajo. Puede pedir a ADOSH que mantenga su nombre confidencialmente.

Tiene el derecho de solicitar una inspección por parte de ADOSH si cree que existen condiciones peligrosas o poco saludables en su lugar de trabajo. Usted o su representante puede participar en la inspección.

Si cree que su patron lo ha discriminado por presentar reclamos de seguridad y sanidad o por ejercer sus derechos bajo el Acta, puede presentar una queja a ADOSH durante un plazo de 30 días después de la acción de discriminación. También tiene protección de discriminación bajo el acta federal de seguridad y sanidad ocupacional y puede archivar una queja con el Secretario de Labor de los Estados Unidos dentro de 30 días después de la discriminación alegada.

Tiene el derecho de ver las citaciones enviadas a su empleador. Su empleador debe colocar las citaciones en un lugar visible en el sitio de la supuesta infracción o cerca de el.

Tiene el derecho de protestar el tiempo dado para correjir una violación.

Tiene el derecho de recibir copias de su historial médico o de los registros de su exposición a sustancias o condiciones tóxicas y peligrosas.

Su empleador debe colocar este aviso en su lugar de trabajo.

La ley de seguridad y sanidad en el trabajo no aplica a aquellos patronos que emplean a servicio doméstico, a patronos de actividades marítimas (protegidos bajo OSHA), a patronos en actividades de energía atómica (protegidos bajo la Comisión de Energía Atómica), o a patronos en actividades mineras (protegidos por la Oficina del Inspector de Minas del Estado de Arizona). Para registrar una queja, reportar una emergencia o pedir asistencia de ADOSH, póngase en contacto con la oficina más cercana :

Phoenix:
800 West Washington
Phoenix AZ. 85007
602-542-5795
Llamada gratis: 855-268-5251



Tucson:
2675 East Broadway
Tucson, AZ. 85716
520-628-5478
Llamada gratis: 855-268-5251

Industrial Commission web site: www.ica.state.az.us

Nota: Personas que deseen registrar quejas alegando falta de adecuadez en la administración del plan de seguridad y sanidad ocupacional de Arizona pueden dirigirlas a la siguiente dirección:

U.S. Department of Labor – OSHA
230 N. 1st Ave., Ste. 202
Phoenix, AZ 85003
Teléfono: 602-514-7250



THE FAIR WAGES AND HEALTHY FAMILIES ACT

Effective January 1, 2025, Arizona's Minimum Wage
Is:
\$14.70 per hour

EXEMPTIONS:

The Fair Wages and Healthy Families Act (the "Act") does not apply to any person who is employed by a parent or a sibling; any person who is employed performing babysitting services in the employer's home on a casual basis; any person employed by the State of Arizona or the United States government; or any person employed in a small business that grosses less than \$500,000 in annual revenue, if that small business is exempt from having to pay a minimum wage under section 206(a) of title 29 of the United States Code.

TIPS AND GRATUITIES:

For any employee who customarily and regularly receives tips or gratuities, an employer may pay tipped employees a maximum of \$3.00 per hour less than the minimum wage if the employer can establish by its records that for each week, when adding tips received to wages paid, the employee received not less than the minimum wage for all hours worked. Certain other conditions must be met.

RETALIATION & DISCRIMINATION PROHIBITED:

Employers are prohibited from discriminating against or subjecting any person to retaliation for: (1) asserting any claim or right under the Act; (2) assisting any person in doing so; or (3) informing any person of their rights under the Act.

ENFORCEMENT:

Any person or organization may file a complaint with the Industrial Commission's Labor Department alleging that an employer has violated the Act. Certain time limits apply. A civil action may also be filed as provided in the Act. Violations of the Act may result in penalties.

INFORMATION:

For additional information regarding the Act, you may refer to the Industrial Commission's website at www.azica.gov or contact the Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022; (602) 542-4515.

**THIS POSTER MUST BE CONSPICUOUSLY DISPLAYED IN A PLACE THAT IS
ACCESSIBLE TO EMPLOYEES**

EARNED PAID SICK TIME



THE FAIR WAGES AND HEALTHY FAMILIES ACT

Earned Paid Sick Time

EXEMPTIONS: The Fair Wages and Healthy Families Act (the "Act") does not apply to any person who is employed by a parent or a sibling; any person who is employed performing babysitting services in the employer's home on a casual basis; or any person employed by the State of Arizona or the United States government.

ENTITLEMENT AND AMOUNT: Beginning July 1, 2017, employees are entitled to earned paid sick time and accrue a minimum of one hour of earned paid sick time for every 30 hours worked, subject to the following limitations:

- Employees whose employers have less than 15 employees may only accrue or use 24 hours of earned paid sick time per year.
- Employees whose employers have 15 or more employees may only accrue or use 40 hours of earned paid sick time per year.

Employers are permitted to select higher accrual and use limits.

TERMS OF USE: Earned paid sick time may be used for the following purposes: (1) medical care or mental or physical illness, injury, or health condition; or (2) a public health emergency; and (3) absence due to domestic violence, sexual violence, abuse, or stalking. Employees may use earned paid sick time for themselves or for family members. See Arizona Revised Statutes § 23-373 for more information.

RETALIATION & DISCRIMINATION PROHIBITED: Employers are prohibited from discriminating against or subjecting any person to retaliation for: (1) asserting any claim or right under the Act, including requesting or using earned paid sick time; (2) assisting any person in doing so; or (3) informing any person of their rights under the Act.

ENFORCEMENT: Each employee has the right to file a complaint with the Industrial Commission's Labor Department alleging that an employer has violated the Act. Certain time limits apply. A civil action may also be filed as provided in the Act. Violations of the Act may result in penalties.

INFORMATION: For additional information regarding the Act, you may refer to the Industrial Commission's website at www.azica.gov or contact the Industrial Commission's Labor Department: 800 W. Washington, Phoenix, Arizona 85007-2022; (602) 542-4515.

THIS POSTER MUST BE CONSPICUOUSLY POSTED IN A PLACE THAT IS ACCESSIBLE TO EMPLOYEES

PRINT

TO BE POSTED BY EMPLOYER

POLICY NUMBER _____

NOTICE TO EMPLOYEES

RE: ARIZONA WORKERS' COMPENSATION LAW

All employees are hereby notified that this employer has complied with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all the rules and regulations of The Industrial Commission of Arizona made in pursuance thereof, and has secured the payment of compensation to employees by insuring the payment of such compensation with: _____

All employees are hereby further notified that in the event they do not specifically reject the provisions of the said compulsory law, they are deemed by the laws of Arizona to have accepted the provisions of said law and to have elected to accept compensation under the terms thereof; and that under the terms thereof employees have the right to reject the same by written notice thereof prior to any injury sustained, and that the blanks and forms for such notice are available to all employees at the office of this employer.

PARA SER COLOCADO POR EL PATRON

NUMERO DE POLIZA _____

AVISO A LOS EMPLEADOS

RE: LEY DE COMPENSACION PARA LOS TRABAJADORES DE ARIZONA

A todos los empleados se les notifica por este medio que este patron ha cumplido con las provisiones de la Ley de Compensacion para los Trabajadores de Arizona (Titulo 23, Capitulo 6, Estatutos Enmendados de Arizona) tal como han sido enmendados, y con todas las regias y ordenanzas de La Comision Industrial de Arizona hechas en cumplimiento de esta, y ha asegurado el pago de compensacion a los empleados garantizando el pago de dicha compensacion por medio de:

Ademas, a todos los empleados se les notifica por este medio que en caso de que especificadamente ellos no rechazan las disposiciones de dicha ley obligatoria, se les considerara bajo las leyes de Arizona de haber aceptado las provisiones de dicha ley y de haber escogido aceptar la compensacion bajo estos terminos; tambien bajo estos terminos los empleados tienen el derecho de rechazar la misma por medio de una notificacion por escrito antes de que sufran alguna lesion, todos los formularios o formas en blanco para tal notificacion por escrito estaran disponibles para todos los empleados en la oficina de este patron.

KEEP POSTED IN A CONSPICUOUS PLACE.

COLOQUESE EN LUGAR VISIBLE.

Notice to Employees

You Are Covered By Unemployment Insurance (UI)

For an explanation of what this insurance means to you, visit our website at www.azui.com for a copy of the pamphlet A Guide to Arizona UI Benefits. You may obtain additional information from the Unemployment Insurance office by calling (602) 364-2722 in the Phoenix area, (520) 791-2722 in the Tucson area, or toll free at 1-877-600-2722.

If you become unemployed, you may be eligible for unemployment benefits if you:

- Open or reopen a claim by going online at www.azui.com. If you do not have internet access, go to your nearest Arizona Department of Economic Security (ADES) Employment Service (ES) office for assistance.
- Were separated from your last job for a non-disqualifying reason.
- Meet the wage requirements established by law.
- Are registered for work with Arizona Job Connection – DES will attempt to register you based on the information you provide when your claim is filed.
- Actively seek work and remain available and able to accept suitable employment.
- Meet all other eligibility requirements.

You may receive partial unemployment insurance payments if your hours and wages are reduced.

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the UI Tax Office at 602-771-6606; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local.



Thank you for not smoking.



To report a violation or file a complaint:
smokefreearizona.org
1-877-4-AZNOSMOKE
1-877-429-6676

Smoke-Free Arizona Act ARS§36-601.01





Gracias por no fumar.



Para reportar una violación o presentar una queja:

arizonasinhumo.org

1-877-4-AZNOSMOKE

1-877-429-6676

Este Documento es una traducción tomada del texto original escrito en Inglés. Esta traducción no es oficial y no está vinculado a este Estado o a ninguna subdivisión política de este Estado.

Ley Arizona Sin Humo ARS§36-601.01



CONSTRUCTIVE DISCHARGE

--- Notification of A.R.S. §23-1502 --- CONSTRUCTIVE DISCHARGE

NOTICE

An employee is encouraged to communicate to the employer whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Under section 23-1502, Arizona Revised Statutes, an employee may be required to notify an appropriate representative of the employer in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against the employer alleging that the working condition forced the employee to resign.

Under the law, an employee may be required to wait for fifteen calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against the employer. An employee may be entitled to paid or unpaid leave of absence of up to fifteen calendar days while waiting for the employer to respond to the employee's written communication about the employee's working condition.

July 2013

PRINT

WORK EXPOSURE TO BODILY FLUIDS

NOTICE TO EMPLOYEES

Re: Human Immunodeficiency Virus (HIV),
Acquired Immune Deficiency Syndrome (AIDS) & Hepatitis C

Employees are notified that a claim may be made for a condition, infection, disease, or disability involving or related to the Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), or Hepatitis C within the provisions of the Arizona Workers' Compensation Law, and the rules of The Industrial Commission of Arizona. Such a claim shall include the occurrence of a significant exposure at work, which generally means contact of an employee's ruptured or broken skin or mucous membrane with a person's blood, semen, vaginal fluid, surgical fluid(s) or any other fluid(s) containing blood. **AN EMPLOYEE MUST CONSULT A PHYSICIAN TO SUPPORT A CLAIM.** Claims cannot arise from sexual activity or illegal drug use.

Certain classes of employees may more easily establish a claim related to HIV, AIDS, or Hepatitis C if they meet the following requirements:

1. The employee's regular course of employment involves handling or exposure to blood, semen, vaginal fluid, surgical fluid(s) or any other fluid(s) containing blood. Included in this category are health care providers, forensic laboratory workers, fire fighters, law enforcement officers, emergency medical technicians, paramedics and correctional officers.

2. **NO LATER THAN TEN (10) CALENDAR DAYS** after a possible significant exposure which arises out of and in the course of employment, the employee reports in writing to the employer the details of the exposure as provided by Commission rules. Reporting forms are available at the office of this employer or from the Industrial Commission of Arizona, 800 W. Washington, Phoenix, Arizona 85007, (602) 542-4661 or 2675 E. Broadway, Tucson, Arizona 85716, (520) 628-5181. If an employee chooses not to complete the reporting form, that employee may be at risk of losing a *prima facie* claim.

3. **NO LATER THAN TEN (10) CALENDAR DAYS** after the possible significant exposure the employee has blood drawn, and **NO LATER THAN THIRTY (30) CALENDAR DAYS** the blood is tested for **HIV OR HEPATITIS C** by antibody testing and the test results are negative.

4. **NO LATER THAN EIGHTEEN (18) MONTHS** after the date of the possible significant exposure at work, the employee is retested and the results of the test are HIV positive or the employee has been diagnosed as positive for the presence of HIV, or **NO LATER THAN SEVEN (7) MONTHS** after the date of the possible significant exposure at work, the employee is retested and the results of the test are positive for the presence of Hepatitis C or the employee has been diagnosed as positive for the presence of Hepatitis C.

**KEEP POSTED IN CONSPICUOUS PLACE
NEXT TO WORKERS' COMPENSATION NOTICE TO EMPLOYEES**

**THIS NOTICE IS APPROVED BY THE INDUSTRIAL
COMMISSION OF ARIZONA FOR CARRIER USE**

EXPOSICION A FLUIDOS CORPORALES EN EL TRABAJO

AVISO A LOS EMPLEADOS

Re: El Virus de la Inmunodeficiencia Humana (VIH),
Síndrome de la Inmunodeficiencia Adquirida (SIDA) y Hepatitis C

Se les notifica a los empleados que se puede hacer una reclamación por una condición, infección, enfermedad o incapacidad relacionada con o derivada del Virus de Inmunodeficiencia Humana (VIH), Síndrome de Inmunodeficiencia Adquirida (SIDA), o Hepatitis C bajo lo provisto por la Ley de Compensación para los Trabajadores de Arizona y las reglas de La Comisión Industrial de Arizona. Tal reclamación debe incluir el suceso de una exposición importante en el trabajo, la que por lo general significa contacto de alguna ruptura de la piel o mucosa del empleado con la sangre, semen, fluido vaginal, fluido(s) quirúrgico(s) o cualquier otro fluido de una persona que contenga sangre. **EL EMPLEADO DEBE CONSULTAR A UN MEDICO PARA CONFIRMAR SU RECLAMACION.** Las reclamaciones no pueden resultar de actividad sexual o uso ilícito de drogas.

Ciertas clases de empleados pueden establecer más fácilmente una reclamación relacionada con el VIH, SIDA O Hepatitis C si reúnen los requisitos siguientes:

1. El curso regular del empleo del empleado requiere el manejo de o la exposición a sangre, semen, fluido vaginal, fluido(s) quirúrgico(s) o cualquier otro fluido que contenga sangre. Incluidos en esta categoría son los proveedores de cuidados de la salud, trabajadores de laboratorios forenses, bomberos, agentes policiales, técnicos médicos de emergencia, paramédicos y agentes correccionales.

2. **NO MAS DE DIEZ (10) DIAS DE CALENDARIO** después de una posible exposición importante que resulta de y en el curso de su trabajo, el empleado reporta a su patrón por escrito los detalles de la exposición como lo proveen las reglas de la Comisión. Las formas de reporte están disponibles en la oficina de este patrón o de la Comisión Industrial de Arizona, 800 W. Washington, Phoenix, Arizona 85007, (602) 542-4661 o 2675 E. Broadway, Tucson, Arizona 85716, (520) 628-5181. Si un empleado elige no llenar la forma de reporte, ese empleado corre el riesgo de perder una reclamación de prima facie.

3. **NO MAS DE DIEZ (10) DIAS DE CALENDARIO** después de una posible exposición importante el empleado va a que le saquen sangre, y **NO MAS DE TREINTA (30) DIAS DE CALENDARIO** la sangre es analizada para VIH O HEPATITIS C por medio de análisis de anticuerpos y el análisis resulta negativo.

4. **NO MAS DE DIECIOCHO (18) MESES** después de la fecha de la posible exposición importante en el trabajo, el empleado es examinado nuevamente y los resultados del análisis son positivos por VIH o el empleado ha sido diagnosticado como positivo por la presencia de VIH, o **NO MAS DE SIETE (7) MESES** después de la fecha de la posible exposición importante en el trabajo, el empleado es examinado nuevamente y los resultados del análisis son positivos por la presencia de Hepatitis C o el empleado ha sido diagnosticado como positivo por la presencia de Hepatitis C.

MANTENER FIJO EN UN LUGAR SOBRESALIENTE JUNTO AL AVISO A LOS EMPLEADOS SOBRE COMPENSACION PARA TRABAJADORES

ESTE AVISO HA SIDO APROBADO POR LA COMISION INDUSTRIAL
DE ARIZONA PARA USO DE LAS ASEGURADORAS

Este documento es una traducción del texto original escrito en inglés. Esta traducción no es oficial y no es vinculante para este estado o para una subdivisión política de este estado.

This document is a translation from original text written in English. This translation is unofficial and is not binding on this state or a political subdivision of this state.

WORK EXPOSURE TO METHICILLIN-RESISTANT *STAPHYLOCOCCUS AUREUS* (MRSA), SPINAL MENINGITIS, OR TUBERCULOSIS (TB)

Notice to Employees

Employees are notified that a claim may be made for a condition, infection, disease or disability involving or related to MRSA, spinal meningitis, or TB within the provisions of the Arizona Workers' Compensation Law. (A.R.S. § 23-1043.04) Such a claim shall include the occurrence of a significant exposure at work, which is defined to mean an exposure in the course of employment to aerosolized MRSA, spinal meningitis or TB bacteria. Significant exposure also includes exposure in the course of employment to MRSA through bodily fluids or skin.

Certain classes of employees (as defined below) may more easily establish a claim related to MRSA, spinal meningitis or TB by meeting the following requirements:

1. The employee's regular course of employment involves handling or exposure to MRSA, spinal meningitis or TB. For purposes of establishing a claim under this section, "employee" is limited to firefighters, law enforcement officers, correction officers, probation officers, emergency medical technicians and paramedics who are not employed by a health care institution;
2. No later than thirty (30) calendar days after a possible significant exposure, the employee reports in writing to the employer the details of the exposure;
3. A diagnosis is made within the following time-frames:
 - a. For a claim involving MRSA, the employee must be diagnosed with MRSA within fifteen (15) days after the employee reports pursuant to Item No. 2 above;
 - b. For a claim involving spinal meningitis, the employee must be diagnosed with spinal meningitis within two (2) to eighteen (18) days of the possible significant exposure; and
 - c. For a claim involving TB, the employee is diagnosed with TB within twelve (12) weeks of the possible significant exposure.

Expenses for post-exposure evaluation and follow-up, including reasonably required prophylactic treatment for MRSA, spinal meningitis, and TB is considered a medical benefit under the Arizona Workers' Compensation Act for any significant exposure that arises out of and in the course of employment if the employee files a claim for the significant exposure or the employee reports in writing the details of the exposure. Providing post-exposure evaluation and follow-up, including prophylactic treatment, does not, however, constitute acceptance of a claim for a condition, infection, disease or disability involving or related to a significant exposure.

Employers must post this notice in a conspicuous place next to the Workers' Compensation Notice to Employees.

ARIZONA LAW PROHIBITS DISCRIMINATION IN EMPLOYMENT

ON THE BASIS OF: Race, Color, Religion, Sex, Age (40+), National Origin, Disability, or Results of Genetic Testing.

BY: Employers, Employment Agencies, or Labor Unions.

WITH RESPECT TO: Hiring, Promotion, Transfer, Termination, Salary or Benefits, Lay-Off, Apprenticeship and Training Programs, Job Referrals, or Union Membership.

REMEDY MAY INCLUDE: Employment, Reinstatement, Back Pay, Promotion, or Lost Benefits.

*Intake form available online at www.azag.gov

LA LEY DE ARIZONA PROHIBE DISCRIMINACION EN EL EMPLEO

POR RAZONES DE: Raza, Color, Religion, Sexo, Edad(40+), Origen Nacional, Incapacidad, o Resultados de Pruebas Geneticas.

POR PARTE DE: Empleador, Agencias de Empleo, o Sindicatos.

CON RESPECTO A: Ocupacion, Ascenso, Transferencia, Terminacion, Salarios o Beneficios, Despido, Aprendizaje de Trabajo, Referencias de Trabajo, o Miembrecia en Sindicatos.

LOS REMEDIOS PUEDEN INCLUIR: Empleo, Re-Empleo, Sueldo Atrasado, Ascenso, o Beneficios Perdidos.

*Formulario de cuestionario esta disponible en nuestro sitio de web: www.azag.gov



Phoenix Office
2005 N. Central Avenue
Phoenix, Arizona 85004
(602) 542-5263
(877) 491-5742 Toll Free
(877) 624-8090 TTY Toll Free

**State of Arizona
Office of the Attorney General
Civil Rights Division**

Tucson Office
400 West Congress Street
Tucson, Arizona 85701
(502) 628-6500
(877) 491-5740 Toll Free
(877) 624-8090 TTY Toll Free

**THIS NOTICE MUST BE POSTED IN A CONSPICUOUS WELL LIGHTED PLACE FREQUENTED
BY EMPLOYEES, JOB SEEKERS, APPLICANTS FOR UNION MEMBERSHIP, OR PATRONS.**

This Organization Participates in E-Verify

Sample Only

Esta Organización Participa en E-Verify

Sólo muestra



This employer participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S.

If E-Verify cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue before the employer can take any action against you, including terminating your employment.

Employers can only use E-Verify once you have accepted a job offer and completed the Form I-9.

E-Verify Works for Everyone

For more information on E-Verify, or if you believe that your employer has violated its E-Verify responsibilities, please contact DHS.

Este empleador participa en E-Verify y proporcionará al gobierno federal la información de su Formulario I-9 para confirmar que usted está autorizado para trabajar en los EE.UU..

Si E-Verify no puede confirmar que usted está autorizado para trabajar, este empleador está requerido a darle instrucciones por escrito y una oportunidad de contactar al Departamento de Seguridad Nacional (DHS) o a la Administración del Seguro Social (SSA) para que pueda empezar a resolver el problema antes de que el empleador pueda tomar cualquier acción en su contra, incluyendo la terminación de su empleo.

Los empleadores sólo pueden utilizar E-Verify una vez que usted haya aceptado una oferta de trabajo y completado el Formulario I-9.

E-Verify Funciona Para Todos

Para más información sobre E-Verify, o si usted cree que su empleador ha violado sus responsabilidades de E-Verify, por favor contacte a DHS.

888-897-7781

E-Verify.gov



E-VERIFY IS A SERVICE OF DHS AND SSA

The E-Verify logo and mark are registered trademarks of Department of Homeland Security. Commercial sale of this poster is strictly prohibited.

English / Spanish Poster

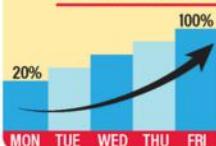


Prevent Heat Illness at Work

Outdoor and indoor heat exposure can be dangerous.

Ways to Protect Yourself and Others

Ease into Work. Nearly 3 out of 4 fatalities from heat illness happen during the first week of work.



- ✓ New and returning workers need to build tolerance to heat (acclimatize) and take frequent breaks.
- ✓ Follow the 20% Rule. On the first day, work no more than 20% of the shift's duration at full intensity in the heat. Increase the duration of time at full intensity by no more than 20% a day until workers are used to working in the heat.



Drink Cool Water

Drink cool water even if you are not thirsty – at least 1 cup every 20 minutes.



Take Rest Breaks

Take enough time to recover from heat given the temperature, humidity, and conditions.



Find Shade or a Cool Area

Take breaks in a designated shady or cool location.



Dress for the Heat

Wear a hat and light-colored, loose-fitting, and breathable clothing if possible.



Watch Out for Each Other

Monitor yourself and others for signs of heat illness.



If Wearing a Face Covering

Change your face covering if it gets wet or soiled. Verbally check on others frequently.

First Aid for Heat Illness

The following are signs of a medical emergency!



- Abnormal thinking or behavior
- Slurred speech
- Seizures
- Loss of consciousness

1 » **CALL 911 IMMEDIATELY**

2 » **COOL THE WORKER RIGHT AWAY WITH WATER OR ICE**

3 » **STAY WITH THE WORKER UNTIL HELP ARRIVES**



Watch for any other signs of heat illness and act quickly. When in doubt, call 911.

If a worker experiences:

- Headache or nausea
- Weakness or dizziness
- Heavy sweating or hot, dry skin
- Elevated body temperature
- Thirst
- Decreased urine output



Take these actions:

- » Give water to drink
- » Remove unnecessary clothing
- » Move to a cooler area
- » Cool with water, ice, or a fan
- » Do not leave alone
- » Seek medical care if needed



OSHA®

Occupational
Safety and Health
Administration

For more information: 1-800-321-OSHA (6742)

TTY 1-877-889-5627 www.osha.gov/heat

Federal law entitles you to a safe workplace. You have the right to speak up about hazards without fear of retaliation. See www.osha.gov/workers for information about how to file a confidential complaint with OSHA and ask for an inspection.

EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE

\$7.25 PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

OVERTIME PAY

At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR

An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

TIP CREDIT

Employers of "tipped employees" who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

PUMP AT WORK

The FLSA requires employers to provide reasonable break time for a nursing employee to express breast milk for her nursing child for one year after the child's birth each time the employee needs to express breast milk. Employers must provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

ENFORCEMENT

The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions. Certain narrow exemptions also apply to the pump at work requirements.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as "independent contractors" when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA's minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243

www.dol.gov/agencies/whd



WH1088 REV 04/23

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, **to request FMLA leave you must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME





YOUR RIGHTS UNDER USERRA THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- ★ you ensure that your employer receives advance written or verbal notice of your service;
- ★ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- ★ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- ★ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- ★ are a past or present member of the uniformed service;
- ★ have applied for membership in the uniformed service; or
- ★ are obligated to serve in the uniformed service;

then an employer may not deny you:

- ★ initial employment;
- ★ reemployment;
- ★ retention in employment;
- ★ promotion; or
- ★ any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: <https://www.dol.gov/agencies/vets/programs/userra/poster>. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.



U.S. Department of Labor
1-866-487-2365



U.S. Department of Justice



Office of Special Counsel



1-800-336-4590

Publication Date — May 2022

EMPLOYEE RIGHTS

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS

Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS

Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits polygraph (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.

EXAMINEE RIGHTS

Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT

The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
www.dol.gov/agencies/whd



WH1462 REV 02/22

DERECHOS DEL EMPLEADO

LEY PARA LA PROTECCIÓN DEL EMPLEADO

CONTRA LA PRUEBA DEL POLÍGRAFO

La Ley Para La Protección del Empleado contra la Prueba de Polígrafo le prohíbe a la mayoría de los empleadores del sector privado que utilice pruebas con detectores de mentiras durante el período de pre-empleo o durante el servicio de empleo.

PROHIBICIONES Generalmente se le prohíbe al empleador que le exija o requiera a un empleado o a un solicitante a un trabajo que se someta a una prueba con detector de mentiras, y que despidá, discipline, o discrimine de ninguna forma contra un empleado o contra un aspirante a un trabajo por haberse negado a someterse a la prueba o por haberse acogido a otros derechos establecidos por la Ley.

EXENCIOS Esta Ley no afecta a los empleados de los gobiernos federal, estatales y locales. Tampoco se aplica a las pruebas que el Gobierno Federal les administra a ciertos individuos del sector privado que trabajan en actividades relacionadas con la seguridad nacional.

La Ley permite la administración de pruebas de polígrafo (un tipo de detector de mentiras) en el sector privado, sujeta a ciertas restricciones, a ciertos aspirantes para empleos en compañías de seguridad (vehículos blindados, sistemas de alarma y guardias). También se les permite el uso de éstas a compañías que fabrican, distribuyen y dispensan productos farmacéuticos.

La Ley también permite la administración de estas pruebas de polígrafo, sujeta a ciertas restricciones, a empleados de empresas privadas que estén bajo sospecha razonable de estar involucrados en un incidente en el sitio de empleo (tal como un robo, desfalco, etc.) que le haya ocasionado daños económicos al empleador.

La Ley no substituye ninguna provisión de cualquier otra ley estatal o local ni tampoco a tratos colectivos que sean más rigurosos con respecto a las pruebas de polígrafo.

DERECHOS DE LOS EXAMINADOS En casos en que se permitan las pruebas de polígrafo, éstas deben ser administradas bajo una cantidad de normas estrictas en cuanto a su administración y duración. Los examinados tienen un número de derechos específicos, incluyendo el derecho de advertencia por escrito antes de someterse a la prueba, el derecho a negarse a someterse a la prueba o a descontinuarla, al igual que el derecho a negarse a que los resultados de la prueba estén al alcance de personas no autorizadas.

CUMPLIMIENTO El/La Secretario(a) de Trabajo puede entablar pleitos para impedir violaciones y puede imponer penas pecuniarias civiles contra los violadores. Los empleados o solicitantes a empleo también tienen derecho a entablar sus propios pleitos en los tribunales.

LA LEY EXIGE QUE LOS EMPLEADORES EXHIBAN ESTE AVISO DONDE LOS EMPLEADOS Y LOS SOLICITANTES DE EMPLEO LO PUEDAN VER FÁCILMENTE.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU. www.dol.gov/agencies/whd

1-866-487-9243





OSHA®
Occupational Safety
and Health Administration

Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.

This poster is available free from OSHA.

Contact OSHA. We can help.



1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov

OSHA 3105-041 (2019)



OSHA®

Administración de
Seguridad y Salud
Ocupacional

Seguridad y Salud en el Trabajo

¡ES LA LEY!

Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedir una inspección confidencial de OSHA de su lugar de trabajo si usted cree que hay condiciones inseguras o insalubres. Usted tiene el derecho a que un representante se comunique con OSHA en su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualesquier citaciones de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

Este cartel está disponible de la OSHA para gratis.

Llame OSHA. Podemos ayudar.

Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Notificar a la OSHA dentro de 8 horas de una fatalidad laboral o dentro de 24 horas de cualquier hospitalización, amputación, o pérdida de ojo relacionado con el trabajo.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Servicios de consulta en el lugar de trabajo están disponibles para empleadores de tamaño pequeño y mediano sin citación o multa, a través de los programas de consulta apoyados por la OSHA en cada estado.





Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Unions
- Staffing agencies

What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability; pregnancy, childbirth, or related medical condition; or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

Submit an inquiry through the EEOC's public portal:
<https://publicportal.eeoc.gov/Portal/Login.aspx>

Call 1-800-669-4000 (toll free)
1-800-669-6820 (TTY)
1-844-234-5122 (ASL video phone)

Visit an EEOC field office (information at
www.eeoc.gov/field-office)

E-Mail info@eeoc.gov

Additional information about the EEOC, including information about filing a charge of discrimination, is available at www.eeoc.gov.



EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1-800-397-6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at <https://ofccphelpdesk.dol.gov/s/>, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage at <https://www.dol.gov/agencies/ofccp/contact>.

PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



Conozca sus Derechos: La Discriminación en el Lugar de Trabajo es Ilegal

La Comisión Para la Igualdad de Oportunidades en el Empleo (EEOC, por sus siglas en inglés) de los EE. UU. hace cumplir las leyes federales que lo protegen contra la discriminación en el empleo. Si cree que ha sido discriminado(a) en el trabajo o al solicitar un trabajo, la EEOC puede ayudarle.

¿Quién está Protegido?

- Empleados (actuales y anteriores), incluyendo gerentes y empleados temporales
- Aplicantes de trabajo
- Miembros de sindicatos y Solicitantes de membresía en un sindicato

¿Qué Tipos de Discriminación Laboral son Ilegales?

Según las leyes de la EEOC, un empleador no puede discriminarlo, independientemente de su estatus migratorio, por motivos de:

- Raza
- Color
- Religión
- Origen nacional
- Sexo (incluyendo embarazo, parto, y condiciones médicas relacionadas, orientación sexual o identidad de género)
- Edad (40 años o más)
- Discapacidad
- Información genética (incluyendo solicitudes del empleador para la compra, el uso o la divulgación de pruebas genéticas, servicios genéticos o historial médico familiar)

- Tomar represalias por presentar un cargo, oponerse razonablemente a la discriminación o participar en una demanda, investigación o procedimiento por discriminación
- Interferencia, coerción o amenazas relacionadas con el ejercicio de los derechos relacionados con la discriminación por discapacidad o la acomodación por embarazo

¿Qué Organizaciones están Cubiertas?

- La mayoría de los empleadores privados
- Gobiernos estatales y locales (como empleadores)
- Instituciones educativas (como empleadores)
- Sindicatos
- Agencias de empleo

¿Qué Prácticas Laborales Pueden ser Discriminatorias?

Todos los aspectos del empleo, incluyendo:

- Despidos
- Acoso (incluyendo conducta física o verbal no deseada)
- Contratación o promoción
- Asignaciones
- Remuneración (salarios desiguales o compensación)
- Falta de proporcionar adaptaciones razonables para una discapacidad; embarazo, parto o condición médica relacionada al embarazo o parto; o para la observancia o práctica de una creencia religiosa sincera
- Beneficios
- Formación profesional
- Clasificación
- Referencias
- Obtención o divulgación de información genética de los empleados
- Solicitud o divulgación de información médica de los empleados
- Conducta que podría desalentar razonablemente a alguien de oponerse a la discriminación, presentar un cargo o participar en una investigación o procedimiento
- Conducta que coaccione, intimide, amenace o interfiera con el ejercicio de sus derechos por parte de alguien, o alguien que ayude o aliente a otra persona a ejercer sus derechos, en relación con la discriminación por discapacidad (incluyendo las adaptaciones) o adaptaciones por embarazo

¿Qué Puede Hacer si Cree que ha Ocurrido Discriminación?

Comuníquese con la EEOC de inmediato si sospecha discriminación. No demore, porque existen límites de tiempo estrictos para presentar una denuncia por discriminación (180 o 300 días, según el lugar donde viva o trabaje). Puede comunicarse con la EEOC de cualquiera de las siguientes maneras:

Presentar una consulta a través del Portal Público de la EEOC:
<https://publicportal.eeoc.gov/Portal/Login.aspx>

Llame 1-800-669-4000 (número gratuito)
1-800-669-6820 (TTY)
1-844-234-5122 (Video Teléfono de ASL)

Visite una Oficina de Campo de la EEOC (información en www.eeoc.gov/field-office)

Corre Electrónico: info@eeoc.gov

Información adicional sobre la EEOC, incluyendo información sobre cómo presentar un cargo de discriminación, está disponible en www.eeoc.gov/es.



EMPLEADORES QUE TIENEN CONTRATOS O SUBCONTRATOS FEDERALES

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP, por sus siglas en inglés) del Departamento de Trabajo hace cumplir los compromisos de no discriminación y acción afirmativa de las empresas que hacen negocios con el gobierno federal. Si está solicitando un trabajo con, o es un empleado de una empresa con un contrato o subcontrato federal, usted está protegido(a) por la ley federal contra la discriminación en las siguientes bases:

Raza, Color, Religión, Sexo, Orientación Sexual, Identidad de Género, Origen Nacional

La Orden Ejecutiva 11246, enmendada, prohíbe la discriminación laboral por parte de los contratistas federales por motivos de raza, color, religión, sexo, orientación sexual, identidad de género u origen nacional, y requiere acción afirmativa para garantizar la igualdad de oportunidades en todos los aspectos del empleo.

Preguntar, Divulgar o Discutir Salarios

La Orden Ejecutiva 11246, enmendada, protege a los solicitantes y empleados de contratistas federales de la discriminación basada en preguntar, divulgar o discutir su compensación o la compensación de otros solicitantes o empleados.

Discapacidad

La Sección 503 del Acta de Rehabilitación de 1973, según enmendada, protege a las personas calificadas con discapacidades contra la discriminación en la contratación, promoción, despido, pago, beneficios complementarios, capacitación laboral, clasificación, referencias y otros aspectos del empleo por parte de contratistas federales. La discriminación por discapacidad incluye no hacer adaptaciones razonables a las limitaciones físicas o mentales conocidas de una persona con una discapacidad que de otro modo calificaría y que es un solicitante o empleado, a menos que haga una dificultad excesiva para el empleador. La Sección 503 también requiere que los contratistas federales tomen medidas afirmativas para emplear y promover a personas calificadas con discapacidades en todos los niveles de empleo, incluyendo a nivel ejecutivo.

PROGRAMAS O ACTIVIDADES QUE RECIBEN ASISTENCIA FINANCIERA FEDERAL

Raza, Color, Origen Nacional, Sexo

Además de las protecciones del Título VII del Acta de Derechos Civiles de 1964, según enmendada, el Título VI del Acta de Derechos Civiles de 1964, según enmendada, prohíbe la discriminación por motivos de raza, color, u origen nacional en programas o actividades que reciben asistencia financiera. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión de empleo, o cuando la discriminación laboral cause o pueda causar discriminación en la prestación de servicios bajo dichos programas. El Título IX de las Enmiendas de Educación de 1972 prohíbe la discriminación laboral por razón de sexo en programas o actividades educativas que reciben asistencia financiera federal.

Estatus Protegido Como Veterano

El Acta de Asistencia para el Reajuste de los Veteranos de la Era de Vietnam de 1974, modificada, 38 U.S.C. 4212, prohíbe la discriminación laboral y requiere acción afirmativa para reclutar, emplear y avanzar en el empleo a veteranos discapacitados, veteranos recientemente separados (es decir, dentro de los tres años posteriores al su separación o liberación del servicio activo), veteranos en servicio activo en tiempo de guerra o insignia de campaña, o veteranos con medallas de servicio de las fuerzas armadas.

Represalias

Se prohíben las represalias contra una persona que presente una queja por discriminación, participe en un procedimiento de la OFCCP o se oponga a la discriminación por parte de contratistas federales en virtud de estas leyes federales.

Cualquier persona que crea que un contratista ha violado sus obligaciones de no discriminar o acción afirmativa bajo las autoridades de la OFCCP debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP),
Departamento de Trabajo de los EE. UU.,
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1-800-397-6251 (llamada gratuita).

Si es sordo, tiene problemas de audición o tiene una discapacidad del habla, marque 7-1-1 para acceder a los servicios de retransmisión de telecomunicaciones. También se puede contactar a la OFCCP enviando una pregunta en línea a la mesa de ayuda de la OFCCP en <https://ofccphelpdesk.dol.gov/s/>, o llamando a una oficina regional o distrital de la OFCCP, que figura en la mayoría de los directorios telefónicos bajo el Departamento de Trabajo de los EE.UU y en la página web "Contáctenos" de la OFCCP en <https://www.dol.gov/agencies/ofccp/contact>.

Personas con Discapacidades

La Sección 504 del Acta de Rehabilitación de 1973, enmendada, prohíbe la discriminación laboral por motivos de discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Está prohibida la discriminación en todos los aspectos de empleo contra las personas con discapacidades que, con o sin ajustes razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido discriminado(a) en un programa de cualquier institución que recibe asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

EMPLOYEE RIGHTS

UNDER THE NATIONAL LABOR RELATIONS ACT

The NLRA guarantees the right of employees to organize and bargain collectively with their employers, and to engage in other protected concerted activity.

Employees covered by the NLRA* are protected from certain types of employer and union misconduct. This Notice gives you general information about your rights, and about the obligations of employers and unions under the NLRA. Contact the National Labor Relations Board, the Federal agency that investigates and resolves complaints under the NLRA, using the contact information supplied below, if you have any questions about specific rights that may apply in your particular workplace.

Under the NLRA, you have the right to:

- **Organize a union** to negotiate with your employer concerning your wages, hours, and other terms and conditions of employment.
- **Form, join or assist a union.**
- **Bargain collectively** through representatives of employees' own choosing for a contract with your employer setting your wages, benefits, hours, and other working conditions.
- **Discuss your terms and conditions of employment** or union organizing with your co-workers or a union.
- **Take action** with one or more co-workers to improve your working conditions by, among other means, raising work-related complaints directly with your employer or with a government agency, and seeking help from a union.
- **Strike and picket**, depending on the purpose or means of the strike or the picketing.
- **Choose not to do any of these activities**, including joining or remaining a member of a union.

Illegal conduct will not be permitted. If you believe your rights or the rights of others have been violated, you should contact the NLRB promptly to protect your rights, generally within six months of the unlawful activity. You may inquire about possible violations without your employer or anyone else being informed of the inquiry. Charges may be filed by any person and need not be filed by the employee directly affected by the violation. The NLRB may order an employer to rehire a worker fired in violation of the law and to pay lost wages and benefits, and may order an employer or union to cease violating the law. Employees should seek assistance from the nearest regional NLRB office, which can be found on the Agency's website: www.nlrb.gov.



Under the NLRA, it is illegal for a union or for the union that represents you in bargaining with your employer to:

- **Threaten** you that you will lose your job unless you support the union.
- **Refuse to process a grievance** because you have criticized union officials or because you are not a member of the union.
- **Use or maintain discriminatory standards or procedures** in making job referrals from a hiring hall.
- **Cause or attempt to cause an employer to discriminate against you** because of your union-related activity.
- **Take other adverse action against you** based on whether you have joined or support the union.

If you and your coworkers select a union to act as your collective bargaining representative, your employer and the union are required to bargain in good faith in a genuine effort to reach a written, binding agreement setting your terms and conditions of employment. The union is required to fairly represent you in bargaining and enforcing the agreement.

You can also contact the NLRB by calling toll-free: **1-844-762-NLRB (6572)**. Language assistance is available. Hearing impaired callers who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.



SCAN TO LEARN MORE

Under the NLRA, it is illegal for your employer to:

- **Prohibit you from soliciting for a union during non-work time**, such as before or after work or during break times; or from distributing union literature during non-work time, in non-work areas, such as parking lots or break rooms.
- **Question you about your union** support or activities in a manner that discourages you from engaging in that activity.
- **Fire, demote, or transfer you, or reduce your hours or change your shift**, or otherwise take adverse action against you, or threaten to take any of these actions, because you join or support a union, or because you engage in concerted activity for mutual aid and protection, or because you choose not to engage in any such activity.
- **Threaten to close your workplace** if workers choose a union to represent them.
- **Promise or grant promotions, pay raises, or other benefits** to discourage or encourage union support.
- **Prohibit you from wearing union hats, buttons, t-shirts, and pins in the workplace** except under special circumstances.
- **Spy on or videotape peaceful union activities** and gatherings or pretend to do so.

*The National Labor Relations Act covers most private-sector employers. Excluded from coverage under the NLRA are public-sector employees, agricultural and domestic workers, independent contractors, workers employed by a parent or spouse, employees of air and rail carriers covered by the Railway Labor Act, and supervisors (although supervisors that have been discriminated against for refusing to violate the NLRA may be covered).

DERECHOS DE LOS EMPLEADOS

CONFORME A LA LEY NACIONAL DE RELACIONES DEL TRABAJO

La Ley Nacional de Relaciones del Trabajo (NLRA por sus siglas en inglés) garantiza el **derecho de los empleados a organizarse y negociar colectivamente con sus empleadores y a participar en otras actividades concertadas protegidas**. Los empleados cubiertos por la NLRA* están protegidos contra ciertos tipos de conductas inapropiadas por parte de empleadores y uniones. Este Aviso le brinda información general sobre sus derechos y las obligaciones de los empleadores y uniones bajo la NLRA. Si tiene alguna pregunta acerca de los derechos específicos que se puedan aplicar a su lugar de trabajo, utilice la información indicada a continuación para comunicarse con la Junta Nacional de Relaciones del Trabajo (NLRB por sus siglas en inglés), la agencia federal que investiga y resuelve quejas basadas en la NLRA.

Bajo la NLRA, usted tiene derecho a:

- **Organizar una unión** para negociar con su empleador respecto a sus salarios, horas de trabajo y otros términos y condiciones de empleo.
- **Formar, unirse o colaborar con una unión.**
- **Negociar colectivamente**, a través de representantes elegidos por los empleados, un contrato con su empleador que establezcan sus salarios, beneficios, horas y otras condiciones de trabajo.
- **Discutir sus términos y condiciones de empleo** o la organización de una unión con los compañeros de trabajo o una unión.
- **Tomar medidas** con uno o más compañeros de trabajo para mejorar sus condiciones de trabajo tales como, entre otras, la presentación de quejas relacionadas al trabajo directamente al empleador o una agencia gubernamental y procurar la ayuda de una unión.
- **Participar en huelgas o piquetes**, según los fines y medios de las huelgas o piquetes.
- **Decidir a no participar en ninguna de estas actividades**, incluso unirse o seguir siendo parte de una unión.

La conducta ilegal no será permitida. Si usted cree que sus derechos o los de los demás han sido violados, debe comunicarse con la NLRB de inmediato, generalmente en un plazo de seis meses de haber ocurrido la acción ilícita, para proteger sus derechos. Puede preguntar acerca de posibles infracciones sin que se informe a su empleador o a cualquier otra persona al respecto. Los cargos pueden ser presentados por cualquier persona, no necesariamente por el empleado afectado directamente por la infracción. La NLRB puede exigir a un empleador que vuelva a contratar a un trabajador despedido en violación de la ley y que pague salarios y beneficios perdidos, así como ordenar a un empleador o unión que cesen de infringir la ley. Los empleados deben solicitar ayuda de la oficina regional de la NLRB más cercana, que se puede encontrar en la página web de la agencia: www.nlrb.gov.



Bajo la NLRA, es ilegal que una unión o la unión que le represente en las negociaciones con su empleador:

- **Le amenace** con perder su trabajo si no apoya a la unión.
- **Se niegue a procesar una queja** porque usted ha criticado a oficiales de la unión o porque usted no sea parte de la unión.
- **Implemente o mantenga normas o procedimientos discriminatorios** al realizar recomendaciones de un centro de contratación.
- **Provoque o intente provocar que un empleador le discrimine** debido a sus actividades relacionadas a la unión.
- **Tome otras medidas adversas contra usted** basándose en si se ha afiliado o apoya a la unión.

Si usted y sus compañeros de trabajo eligen a una unión para que actúe como su representante en negociaciones colectivas, el empleador y la unión tienen la obligación de negociar de buena fe en un esfuerzo genuino para llegar a un acuerdo por escrito y vinculante que establezca los términos y condiciones de empleo. La unión está obligada a representarlo de forma imparcial en la negociación y aplicación del acuerdo.

Puede también comunicarse con la NLRB llamando al número gratuito: 1-844-762-NLRB (6572). Hay asistencia de lenguaje disponible. Personas con discapacidad auditiva deben enviar un correo electrónico a relay.service@nlrb.gov. Un representante de la NLRB enviará un correo electrónico al solicitante con instrucciones de cómo programar una llamada del servicio de retransmisión.

Bajo la NLRA, es ilegal que su empleador:

- **Le prohíba hacer campaña a favor de una unión fuera de horas laborables**, por ejemplo, antes o después del trabajo, o en horas de descanso, o distribuir material de la unión en horas no laborables fuera del área de trabajo tales como estacionamientos o salones de descanso.
- **Le indague sobre su apoyo o actividades sindicales** de manera que le disuada de participar en dichas actividades.
- **Le despidida, baje de categoría, o traslade, o reduzca las horas de trabajo, o cambie su turno**, o tome cualquier otra medida adversa contra usted, o le amenace con llevar a cabo cualquiera de estas medidas porque usted se afilió o apoya a una unión, o porque participe en actividades concertadas de ayuda mutua y protección o porque decide no participar en ninguna de estas actividades.
- **Amenace con cerrar el lugar de trabajo** si los trabajadores eligen una unión que les represente.
- **Prometa o conceda ascensos, aumentos salariales u otros beneficios** para disuadir o promover el apoyo a una unión.
- **Le prohíbe usar gorras, botones, camisetas y broches de la unión en el lugar de trabajo** excepto en circunstancias especiales.
- **Espíe o videoregrave actividades pacíficas de la unión** y reuniones o que simule hacerlo.

*La Ley Nacional de Relaciones del Trabajo cubre la mayoría de los empleadores del sector privado. Quedan excluidos de la cobertura de la NLRA los empleados del sector público, trabajadores agrícolas y domésticos, contratistas independientes, trabajadores empleados por un parent o cónyuge, empleados de compañías aéreas y ferroviarias cubiertos por la Ley de Trabajo Ferroviario (*Railway Labor Act*) y supervisores (aunque se podría incluir a supervisores que hayan sido discriminados por rehusarse a infringir la NLRA).



ESCANEAR PARA SABER MÁS

INSURANCE

Legal Notices

Read If You'd Like — Ask If You Need

The next section includes a collection of required employment notices. We know it can feel like a lot of fine print, but these documents are provided to protect you and keep you informed of your rights and options. You don't need to study every word — just know they're here for your reference.

While we make every effort to translate our materials into Spanish, some of these legal notices are only available in English. If you ever have questions or want help making sense of any of it, your HR team is always happy to help. You can reach us at HR@american-stucco.com.

For future reference, these notices are posted and kept updated in our online Employee Portal with our other policies and important notices.

**SUMMARY PLAN DESCRIPTION
OF THE
American Legacy Stucco and Stone, Inc
Health and Welfare Benefit Plan**

Effective January 1, 2026

TABLE OF CONTENTS

INTRODUCTION

I. GENERAL INFORMATION ABOUT THE PLAN

II. CONTINUATION COVERAGE

III. FAMILY AND MEDICAL LEAVE ACT OF 1993

IV. STATEMENT OF ERISA RIGHTS

EXHIBIT A. EMPLOYER AND PLAN INFORMATION

EXHIBIT B. COMPONENT BENEFIT PLANS

EXHIBIT B-1. ACA COMPLIANCE POLICY

INTRODUCTION

American Legacy Stucco and Stone, Inc (hereinafter the "Employer") maintains the American Legacy Stucco and Stone, Inc Health and Welfare Benefit Plan (the "Plan") for the exclusive benefit of Employees who meet the eligibility requirements. The Plan is a large, single plan that provides a variety of benefits. Those benefits are referred to herein as "Components." Some of the Components are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and provisions of the Internal Revenue Code of 1986, as amended ("Code"). This Summary Plan Description ("SPD") describes the requirements imposed by ERISA and the Code, and describes the administrative framework for all of the benefits that are provided. This document and its Exhibits, including the certificates of coverage issued by the insurance companies and the summary plan descriptions issued by the third-party administrators and/or Plan Administrator, constitute the SPD for each of the Components to the extent required by ERISA § 102.

Important: This SPD is only a summary of the key parts of the Plan, and a brief description of your rights as a Participant of a Component benefit. Be sure to proceed through this SPD carefully, so that you can make informed decisions that are right for you.

The Plan provides benefits through the following Components, as described in Exhibit B:

American Legacy Stucco and Stone, Inc Medical Plan

Each of these Components is summarized in a certificate of coverage booklet issued by an insurance company or a summary plan description issued by the third party administrators and/or Plan Administrator. A copy of each certificate of coverage or summary plan description is available upon request. Contact your Plan Administrator. **This document plus the Exhibits and Attachments together are the SPD for the Plan. It is very important to check the Parts of Exhibit B relating to each Component Benefit.**

Important: Benefits under each Component are provided pursuant to an insurance contract and/or pursuant to a governing plan document adopted by the Employer. If the terms of this document conflict with the terms of such insurance contract or governing plan document, then the terms of the insurance contract or governing plan document will control, rather than this document, unless otherwise required by law.

I. GENERAL INFORMATION ABOUT THE PLAN

I.1. What is the purpose of the Plan?

The purpose of the Plan is to provide certain Employees with an opportunity to receive certain benefits as part of an employee welfare benefit plan, as further described herein. You are being provided this document to give you an overview of the Plan and to address certain information that may not be addressed in the Exhibits.

I.2. When did the Plan take effect?

This Plan has been adopted effective January 1, 2026.

It operates on a “Plan Year” running from January 1 through December 31. It is important to note that some Components of the Plan may operate on a different Plan Year than the ERISA Wrap Plan Year identified above.

I.3. Who can participate in the Plan?

Each Employee of the Employer shall be eligible to participate in the Plan upon meeting the eligibility requirements (e.g., hourly work requirements, etc.) of any one of the applicable Components identified in Exhibit B. These employees are called “Eligible Employees.” Those Eligible Employees who actually participate in one or more Components of the Plan are called “Participants.” There are certain exceptions. They are described in the underlying Plan document. You will be notified if you fall within one of those exceptions.

“Employee” means a common-law employee of the Employer, except that the term “Employee” does not include any common-law employee who is a leased employee (including, but not limited to, an individual defined in Internal Revenue Code § 414(n)), or any common-law employee who is an individual classified by the Employer as a contract worker, independent contractor, temporary employee or casual employee, whether or not any such person is on the Employer’s W-2 payroll. The term “Employee” also does not include any individual who performs services for the Employer but who is paid by a temporary or other employment agency or any employee covered under a collective bargaining agreement unless the collective bargaining agreement so provides. The term “Employee” includes “former employees” for the limited purpose of allowing continued eligibility for benefits as provided hereunder after an employee ceases to be employed by the Employer.

To determine whether you are eligible to participate in a Component identified in Exhibit B, please read the eligibility information contained within the Exhibit for the applicable Component.

I.4. When do I become a Participant?

For newly Eligible Employees, participation may begin as described in each of the Components identified in Exhibit B. Participation dates may vary based upon the Component and classification of an Eligible Employee.

Special rules that limit entrance apply if you do not become a Participant in any of the Components identified in Exhibit B when first eligible. For some Components, you may become a Participant at the start of any subsequent Plan Year, subject to any applicable evidence of insurability requirements imposed by the Components. Other Components do not have regular entry dates. In addition, with certain Components, you may begin participation at other times under certain circumstances. For example, see

the description of HIPAA Special Enrollment that applies to the Component providing group health coverage described in Exhibit B.

I.5. Can others be covered through me?

Depending upon the terms and conditions of a particular Component, you may be able to have certain family members (e.g., child, spouse, etc.) covered through you. In order for other persons to be covered through you, you must be (and remain) a Participant in the Plan and under the particular Component(s).

I.6. What are the conditions of participation?

As a condition of participation and receipt of benefits under the Plan, you agree to:

- (a) Observe all Plan rules and regulations;
- (b) Consent to inquiries by the Plan with respect to any provider of services involved in a claim under the Plan;
- (c) Submit to the Plan all notifications, reports, bills, and other information that the Plan may reasonably require;
- (d) Agree to repay any overpayments or incorrect payments received through the Plan; and
- (e) Agree to provide required proof or documentation regarding eligibility within thirty (30) days of the request.

Failure to do so may impact your ability to participate in the Plan (including the Components).

I.7. When does participation end?

Participation in the Plan ends when you are no longer covered under any of the Components, regardless of the reason. In general, participation in any of the Components identified in Exhibit B continues until you elect not to participate, you are no longer an Eligible Employee, the Component terminates, you fail to make contributions in a timely manner, or your participation is terminated for cause. In most cases, benefit coverage ends on the last day of the month in which such an event occurs. However, different Components may have different "last day of coverage" rules depending upon the type of benefit and the reason for the cessation of participation. Furthermore, if you fail to make contributions in a timely manner, coverage may end on the last day of the last month for which you made the full contribution and there are other situations (e.g., fraud) in which coverage may be terminated retroactively (i.e., rescinded) when allowed by applicable law.

With respect to others who are covered through you, their coverage typically ceases if your coverage ceases. In addition, there may be other reasons that their coverage may end independently of whether your coverage ends (e.g., cease to meet the definition of dependent child).

I.8. How do I enroll and make benefit elections?

The Employer, in its capacity as Plan Administrator, will provide you with the means necessary to enroll and make elections for the Components identified in Exhibit B, including information about the costs of the various Component benefits. For additional information regarding enrollment and benefit elections

for a Component identified in Exhibit B, please read the information contained within the Exhibit applicable to the particular Component(s).

I.9. Can I change my election in a Component of the Plan during the Plan Year?

Whether a change in coverage under a particular Component can occur during the Plan Year depends upon the terms and conditions (1) of the Component, and (2) to the extent you pay for any portion of the cost of coverage on a pre-tax basis, the Employer's cafeteria plan under Section 125 of the Code (reflected in a separate document).

Note: If you are interested in making a change in coverage under a Component of this Plan, it is very important to check the Exhibit B Part relating to that Component. And, if you pay your share of the cost of coverage through the Employer's cafeteria plan, you need to check that plan's terms and conditions regarding changes during the Plan Year.

I.10. Must I make contributions to receive coverage and, if so, who holds the contributions I pay for a Component benefit?

The Employer may require you to pay all or a portion of the cost of coverage under a Component. If so, the Employer will notify you of the applicable contribution rates. Your required contributions (if any) may be made on a pre-tax basis if allowed under the Employer's cafeteria plan. If pre-tax contributions cannot be made through the cafeteria plan, you must make after-tax contributions. Such contributions are generally due by the first day of each month unless the Employer has agreed to another payment schedule, as identified in Exhibit A. A contribution grace period will be provided if one is required under applicable law or one is needed to ensure an offer of coverage has been made in accordance with Treas. Reg. § 54.4980H-3(g).

Your contributions towards the cost of coverage are held in the Employer's general assets. There is no separate trust. The contributions are held as part of the Employer's general assets until they are used to provide coverage under a Component (e.g., forwarded to the insurance carrier, used to pay benefits, etc.).

I.11. What happens when there is an insurance company refund?

Any refund provided to the Employer by an insurance company that has issued an insurance contract for any Component provided under the Plan will be allocated in accordance with the then prevailing United States Department of Labor (DOL) guidance. As a Participant in the Plan, you may directly benefit from such a refund. The portion of the refund allocated to Participants will be (i) used solely for the benefit of the Participants participating in the Component with respect to which the refund was provided, and (ii) returned to such Participants in a manner allowed by applicable law (e.g., to provide a refund, a premium holiday, an increase in benefits, etc.), as determined by the Plan. The portion of the refund allocated to Participants will be returned to the Participants no later than three (3) months following the date on which the Employer receives such refund from the insurance company.

I.12. What are the tax consequences to me?

Just because benefits are provided by your Employer under this Plan does not necessarily mean they are provided on a tax favored basis to you. Depending upon a variety of factors (including the type of benefit, the amount of the benefit, characteristics of the Eligible Employees and Participants, characteristics of those covered through Participants (e.g., children, spouse, etc.), etc.), the value of the benefit may or may not result in taxable wages to you.

I.13. Will I have any administrative costs under the Plan?

No. The entire cost of administering the Plan is paid by the Employer.

I.14. How long will the Plan remain in effect?

Although the Employer expects to maintain the Plan (including each of the Components) indefinitely, the Employer has the right to amend or terminate the Plan in whole or in part at anytime. It is also possible that future changes in state or federal laws may require that the Plan be amended or terminated accordingly. You will be informed if changes are made to the Plan.

I.15. How are claims determined?

ERISA requires certain rules to be followed regarding the determination of claims for benefits (e.g., format, time frames, notifications, etc.). What rules apply in a particular situation depend upon a variety of factors (including the type of benefit, whether it is provided on an insured or self-insured basis, etc.). The underlying Plan document provides the overall structure for determining claims while many of the specifics of the particular Component are described in the Exhibit relating to that Component. It is intended that the claims procedures be in conformance with the applicable ERISA requirements.

Special note regarding the Medical Plan Component. With respect to the American Legacy Stucco and Stone, Inc Medical Plan Component of the Plan, the Patient Protection and Affordable Care Act (“PPACA”) also requires certain rules to be followed. The specifics of these rules and their application to the Medical Plan Component of the Plan are described in the Plan document and also in **Exhibit B-1. Affordable Care Act Compliance Policy** and its attachments for that Component (and subsequent changes to that Exhibit and its attachments). It is intended that the claims procedures be in conformance with the applicable PPACA requirements.

I.16. Can I assign my right to benefits under the Plan?

In general, benefits payable under the Plan (including any Component) cannot be assigned. However, with respect to particular Components, you may have limited rights to assign benefits to providers of health care services.

II. CONTINUATION COVERAGE

II.1. What are my continuation rights under COBRA?

The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") requires most employers to offer Employees and their families (spouse and/or dependent children) the opportunity to pay for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where health coverage under an employer sponsored group health plan(s) would otherwise end. There is no requirement that a person be insurable to elect continuation coverage. However, a person who continues coverage may have to pay all of the premium for the continuation coverage. Medical benefits shall be operated consistent with COBRA and pursuant to COBRA policies and procedures contained in a separate document, which is incorporated by reference into the Plan and this SPD and is available to you upon request, at no charge.

II.2. What are my continuation rights under USERRA?

If you are called to active duty in the uniformed services, you may elect to continue coverage for you and your eligible dependents under Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") for a period of up to 24 months. You and your eligible dependents qualify for this extension if you are called into active or reserve duty, whether voluntary or involuntary, in the Armed Forces, the Army National Guard, the Air National Guard, full-time National Guard duty (under a federal, not a state, call-up), the commissioned corps of the Public Health Services and any other category of persons designated by the President of the United States. This continuation right is similar to, and runs concurrent with, your continuation rights under COBRA (if any). The Medical benefits shall be operated consistent with USERRA and pursuant to USERRA policies and procedures contained in a separate document, which is incorporated by reference into the Plan and this SPD and is available to you upon request, at no charge.

II.3. What are my continuation and/or conversion rights for group health plan coverage under state law?

Some, but not all, states require continuation and/or conversion of group health insurance upon certain events. If provided under applicable state law, your continuation and/or conversion rights, and the rights of those who are covered through you, are described in the separate materials that have been provided to you either directly by the carrier (the insurance company) or by your Employer. If you have not been provided this information, you should contact the Employer.

III.
FAMILY AND MEDICAL LEAVE ACT OF 1993

III.1. Family and Medical Leave Act of 1993

The Family and Medical Leave Act of 1993 (“FMLA”) imposes certain obligations on employers with fifty (50) or more Employees. In particular, the FMLA provides special protections for group health coverage. This Plan (including the Components) shall be administered in a manner consistent with the FMLA and the Employer’s FMLA policy required thereunder which is incorporated by reference into the Plan and this SPD. If applicable to your situation, you will be provided with an explanation of your FMLA rights and responsibilities with respect to benefits under the Plan.

IV. STATEMENT OF ERISA RIGHTS

As a Participant in this Plan (including any Components), you are entitled to certain rights and protections under ERISA.

Receive Information About Your Plans and Benefits. ERISA provides that all Participants shall be entitled to:

- (a) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report ("SAR").

COBRA Rights. As a Participant in the Plan, you are entitled to continue health coverage for yourself, your spouse or your dependents if there is a loss in coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this SPD and the documents governing the Plan on the rules governing your COBRA continuation coverage rights.

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

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the plan and do not receive them within thirty (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 per 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 which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Very Important: Exhaustion of Administrative Procedures Required; Statute of Limitations.

The right to maintain a court action is subject to the Plan's requirements that administrative procedures be completed first. This is called exhaustion of administrative remedies. **Failure to exhaust administrative procedures may preclude you from bringing an action in court.** Furthermore, if you intend to initiate legal action related to the Plan, including legal action for benefits under the Plan pursuant to Section 502(a) of ERISA, you must do so within two (2) years after receipt of a notification of an adverse benefit determination at the final level of appeal provided under the Plan. If, due to special circumstances, you were not required to exhaust your administrative remedies, legal action must be brought within two (2) years of the date the relevant claim for benefits was submitted to the Plan. You may not bring legal action after the expiration of the applicable limitations period. These deadlines for bringing a legal action apply unless a different time period is provided in Part of Exhibit B applicable to the Component with respect to which the action is being brought.

Assistance with Your Questions.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA or HIPAA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

EXHIBIT A. Employer and Plan Information

PART I. Employer Details

Employer and Plan Sponsor:	American Legacy Stucco and Stone, Inc 12455 N 92nd Drive Suite 103 Peoria, AZ 85381 Phone: 602-799-0513 Email: HR@american-stucco.com
Employer Business Type:	Corporation
Employer Identification Number (EIN):	27-3892368
State of Incorporation:	Arizona
Employer subject to ERISA?	Yes
Commonly Controlled Entities:	N/A

PART II. General Plan Information

Name of Plan:	American Legacy Stucco and Stone, Inc Health and Welfare Benefit Plan
Plan Year:	January 1 through December 31
Plan Number:	501
Effective Date of Plan:	January 1, 2026
Type of Plan:	The Plan provides comprehensive Medical and benefits and is considered a "Health and Welfare Benefit Plan" under ERISA.
Plan Administrator:	American Legacy Stucco and Stone, Inc 12455 N 92nd Drive Suite 103 Peoria, AZ 85381 Phone: 602-799-0513 Email: HR@american-stucco.com

Agent for Service of Legal Process:	<p>American Legacy Stucco and Stone, Inc 12455 N 92nd Drive Suite 103 Peoria, AZ 85381 Phone: 602-799-0513 Email: HR@american-stucco.com</p> <p>Legal process may also be served on the Plan Administrator.</p>
Named Fiduciary:	<p>American Legacy Stucco and Stone, Inc 12455 N 92nd Drive Suite 103 Peoria, AZ 85381 Phone: 602-799-0513 Email: HR@american-stucco.com</p>

PART III. Additional Plan Details

COBRA Administrator:	<p>American Legacy Stucco and Stone, Inc 12455 N 92nd Drive Suite 103 Peoria, AZ 85381 Phone: 602-799-0513 Email: HR@american-stucco.com</p>
Pay Period and Benefit Payment Frequency:	<p>Pay Period Frequency: Weekly Contributions/payments for benefits are taken at the same time as the pay period.</p>

EXHIBIT B. Component Benefit Plans

PART I. Carrier/Administrator Details

Benefit Type	Policy Name	Insurer/Administrator	Policy Number/ Group ID	Claims Administrator	Funding	Policy/Plan Year
Medical	EMI BCBS \$6,500 / \$8,500	EMI Health 5101 S Commerce Dr, Murray, UT, 84107 Phone: 801-270-2967	7988	Insurer/Carrier	Self Insured	01/01/2026-12/31/2026
	MEC Enhanced	EMI Health 5101 S Commerce Dr, Murray, UT, 84107 Phone: 801-270-2967	7988	Insurer/Carrier	Self Insured	01/01/2026-12/31/2026
	MEC Basic	EMI Health 5101 S Commerce Dr, Murray, UT, 84107 Phone: 801-270-2967	7988	Insurer/Carrier	Self Insured	01/01/2026-12/31/2026

PART II. Specific Plan/Policy Information

Benefit Type	Policy/Plan Name	Eligibility	Waiting Period	Coverage Ends	Spouse/Dependent Coverage (incl. Domestic Partners)	Employer Contribution	Premium Payment	COBRA	ERISA
Medical	EMI BCBS \$6,500 / \$8,500	All Employees	First of the month following 60 days after date of hire	Last day of the month in which eligibility ends	Legal Spouse and Dependent Child(ren) No Domestic Partner Coverage	Yes - Portion of premium paid by Employer	Pre-tax	Yes	Yes
	MEC Enhanced	All Employees	First of the month following 60 days after date of hire	Last day of the month in which eligibility ends	Legal Spouse and Dependent Child(ren) No Domestic Partner Coverage	Yes - Portion of premium paid by Employer	Pre-tax	Yes	Yes
	MEC Basic	All Employees	First of the month following 60 days after date of hire	Last day of the month in which eligibility ends	Legal Spouse and Dependent Child(ren) No Domestic Partner Coverage	Yes - Portion of premium paid by Employer	Pre-tax	Yes	Yes

Exhibit B-1. Affordable Care Act Compliance Policy

American Legacy Stucco and Stone, Inc Health and Welfare Benefit Plan

Provisions under the Affordable Care Act

Purpose. The Purpose of this Affordable Care Act Compliance Policy ("ACA Compliance Policy") is to describe the methods established by the Employer, American Legacy Stucco and Stone, Inc to remain compliant with the Affordable Care Act regulations regarding eligibility for health benefits.

The Patient Protection and Affordable Care Act ("PPACA" or "ACA") imposed rules for Applicable Large Employers ("ALE") that include, but are not limited to, definition and calculation of hours of service, classification of employees, eligibility determinations for health plans, and providing standards for plan affordability. The method(s) outlined in this policy apply specifically to benefit plans offering medical coverage.

Special Definitions.

- (a) **Applicable Large Employer** means an employer that employed an average of at least 50 Full-Time Employees (including Non-Full-Time Employees ("Full-Time Equivalent" or "FTE") averaging at least 30 hours per week) during the preceding calendar year.
- (b) **Employee** has the meaning set forth in the Plan.
- (c) **Hour of Service** means (1) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the company; (2) each hour for which an Employee is paid, or entitled to payment, by the Employer for a period of time during which no duties are performed (e.g., paid vacation, holiday, illness, disability, layoff, jury duty, military leave, paid leave of absence); and (3) each hour of unpaid leave that is subject to FMLA, USERRA, or on account of jury duty.
- (d) **New Employee** means an Employee who was rehired after expiration of the parity period established for the plan.
- (e) **Ongoing Employee** means an Employee who was rehired within the parity period established for the Plan.
- (f) **Patient Protection and Affordable Care Act ("PPACA" or "ACA")** means the comprehensive health care reform law enacted on March 23, 2010, that provides numerous rights and protections making health coverage more accessible and affordable and imposes requirements on applicable Employers to offer affordable health coverage to Full Time Employees.
- (g) **Special Unpaid Leave** means unpaid leave subject to the Family and Medical Leave Act of 1993 (FMLA) or to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) or on account of jury duty.
- (h) **Waiting Period** – the period of time that must pass before coverage for an Employee (or their dependent who is otherwise eligible to enroll in the Plan) becomes effective. The ACA prohibits waiting periods for New Employees for group health plan benefits that exceed 90 days.

Rehired Employees. If an Employee has a period of 13 weeks or longer (26 weeks if the Employer is an academic institution) during which the Employee was credited zero Hours of Service, then the Employee may be treated as an Employee whose employment was terminated and who is a New Employee, not an Ongoing Employee, upon resuming services for the Employer. The Employee will need to complete the applicable waiting period before becoming eligible for benefits again.

If an Employee has a period of less than 13 weeks (26 weeks if the Employer is an academic institution) during which the Employee was credited zero Hours of Service, then the Employee will be treated as an ongoing Employee. The Employer must offer health plan coverage as of the first day that the rehired Employee is credited with an Hour of Service, on the first day of the calendar month following the day the Employee first received credit for an Hour of Service or, if later, as soon as administratively feasible.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Coverage Period: 01/01/2026-12/31/2026

Coverage for: Employee + Dependents | **Plan Type:** PPO

 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, please call 1-800-662-5851. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-662-5851 to request a copy.**

Important Questions

Answers

For participating providers:

\$0

For non-participating providers:

\$0

Why this Matters:

What is the overall deductible? See the Common Medical Events chart below for your costs for services this plan covers.

Are there services covered before you meet your deductible?

You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.

Are there other deductibles for specific services?

You don't have to meet deductibles for specific services.

What is the out-of-pocket limit for this plan?

Not Applicable

This plan does not have an out-of-pocket limit on your expenses.

What is not included in the out-of-pocket limit?

Not Applicable

This plan does not have an out-of-pocket limit on your expenses.

Will you pay less if you use a network provider? Yes. See www.emihealth.com or call 1-800-662-5851 for a list of network providers.

This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Do you need a referral to see a specialist? No.

You can see the specialist you choose without a referral.



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness <u>Specialist</u> visit	Not covered Not covered	Not covered Not covered	none none
	<u>Preventive</u> care/ <u>screening</u> / <u>immunization</u>	No charge No charge	No charge Not covered	Coverage is limited to one visit per Year for some services. You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	Not covered Not covered	Not covered Not covered	none none
	Imaging (CT/PET scans, MRIs)	Not covered ACA <u>Preventive Care</u> Mandates - No charge All Others - Not covered	Not covered ACA <u>Preventive Care</u> Mandates - No charge All Others - Not covered	Up to a 30-day supply (retail prescription) per copay; up to a 90-day supply (mail order prescription) per copay
If you need drugs to treat your illness or condition	Generic drugs Preferred brand drugs	Not covered ACA <u>Preventive Care</u> Mandates - No charge All Others - Not covered	Not covered ACA <u>Preventive Care</u> Mandates - No charge All Others - Not covered	Up to a 30-day supply (retail prescription) per copay; up to a 90-day supply (mail order prescription) per copay
	Non-preferred brand drugs <u>Specialty</u> drugs	Not covered Not covered	Not covered Not covered	Up to a 30-day supply (retail prescription) per copay; up to a 90-day supply (mail order prescription) per copay N/A

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	What You Will Pay	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center) Physician/surgeon fees	Not covered Not covered	Not covered Not covered	Not covered Not covered	N/A N/A
	<u>Emergency room care</u>	Not covered	Not covered	Not covered	N/A
If you need immediate medical attention	<u>Emergency medical transportation</u>	Not covered	Not covered	Not covered	N/A
	<u>Urgent care</u>	Not covered	Not covered	Not covered	N/A
If you have a hospital stay	Facility fee (e.g., hospital room) Physician/surgeon fee	Not covered Not covered	Not covered Not covered	Not covered Not covered	N/A N/A
If you need mental health, behavioral health, or substance abuse services	Outpatient services Inpatient services	Not covered Not covered	Not covered Not covered	Not covered Not covered	N/A N/A
If you are pregnant	Office visits Childbirth/delivery professional services Childbirth/delivery facility services	Not covered Not covered Not covered	Not covered Not covered Not covered	Not covered Not covered Not covered	Cost sharing does not apply to certain preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
If you need help recovering or have other special health needs	Home health care Rehabilitation services Habilitation services Skilled nursing care Durable medical equipment Hospice services	Not covered Not covered Not covered Not covered Not covered Not covered	Not covered Not covered Not covered Not covered Not covered Not covered	Not covered Not covered Not covered Not covered Not covered Not covered	N/A N/A N/A N/A N/A N/A

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)		
If your child needs dental or eye care	Children's eye exam	Routine: No charge	Routine: Not covered	Limited to one preventive visit per Year.	
	Children's glasses	Non-routine: Not covered	Non-routine: Not covered	N/A	
	Children's dental check-up	Not covered	Not covered	N/A	
		Not covered	Not covered	N/A	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Chiropractic care
- Cosmetic surgery
- Dental care (Adult)

- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.

- Private-duty nursing
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Routine eye care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-662-5851, your state insurance department, the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1-877-267-2323 x61565 or www.ccio.cms.gov, or for plans subject to ERIISA: the Department of Labor's Employee Benefits Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact EMI Health at 5101 South Commerce Drive, Murray Utah 84107, by phone at 801-662-5851 or toll free at 1-800-662-5851. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-44-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? No.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

PRA Disclosure Statement: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is **0938-1146**. The time required to complete this information collection is estimated to average **0.08** hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible** \$0
- Specialist coinsurance** 0%
- Hospital (facility) coinsurance** 0%
- Other coinsurance** 0%

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing	What isn't covered
Deductibles	Limits or exclusions
Copayments	\$5,400
Coinsurance	\$5,400
The total Peg would pay is	\$12,600

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible** \$0
- Specialist coinsurance** 0%
- Hospital (facility) coinsurance** 0%
- Other coinsurance** 0%

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)
Diagnostic tests (blood work)
Prescription drugs
Durable medical equipment (glucose meter)

Total Example Cost \$5,600

In this example, Joe would pay:

Cost Sharing	What isn't covered
Deductibles	Limits or exclusions
Copayments	\$5,400
Coinsurance	\$5,400
The total Joe would pay is	\$5,600

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible** \$0
- Specialist coinsurance** 0%
- Hospital (facility) coinsurance** 0%
- Other coinsurance** 0%

This EXAMPLE event includes services like:

Emergency room care (including medical supplies)
Diagnostic test (X-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost \$2,800

In this example, Mia would pay:

Cost Sharing	What isn't covered
Deductibles	Limits or exclusions
Copayments	\$5,400
Coinsurance	\$5,400
The total Mia would pay is	\$2,800

The plan would be responsible for the other costs of these EXAMPLE covered services.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Coverage Period: 01/01/2026-12/31/2026

EMI Health: MEC Enhanced

Coverage for: Employee + Dependents | Plan Type: PPO

 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, please call 1-800-662-5851. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-662-5851 to request a copy.**

Important Questions

Answers

For participating providers:

\$0

For non-participating providers:

\$0

Why this Matters:

What is the overall deductible? See the Common Medical Events chart below for your costs for services this plan covers.

Are there services covered before you meet your deductible?

You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.

Are there other deductibles for specific services?

You don't have to meet deductibles for specific services.

What is the out-of-pocket limit for this plan?

Not Applicable

This plan does not have an out-of-pocket limit on your expenses.

What is not included in the out-of-pocket limit?

Not Applicable

This plan does not have an out-of-pocket limit on your expenses.

Will you pay less if you use a network provider? Yes. See www.emihealth.com or call 1-800-662-5851 for a list of network providers.

This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.

Do you need a referral to see a specialist? No.

You can see the specialist you choose without a referral.



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay Participating Provider (You will pay the least)	What You Will Pay Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 <u>copay</u> visit for the first 3 visits per year, then not covered	Not covered	Coverage is limited to three visits per Year
	Specialist visit	\$50 <u>copay</u> visit for the first 3 visits per year, then not covered	Not covered	Coverage is limited to three visits per Year
	<u>Preventive</u> care/ <u>screening</u> / <u>immunization</u>	No charge	Not covered	Coverage is limited to one visit per Year for some services. You may have to pay for services that aren't <u>preventive</u> . Ask your provider if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
	<u>Diagnostic test</u> (x-ray, blood work)	\$50 <u>copay</u> office or outpatient visit for the first 3 visits per year, then not covered	Not covered	Coverage is limited to three visits per Year
	<u>If you have a test</u>	Inpatient not covered	Not covered	Coverage is limited to one visit per Year. Requires preauthorization.
	Imaging (CT/PET scans, MRIs)	\$250 <u>copay</u> for the first visit per year, then not covered	Not covered	Up to a 30-day supply (retail prescription) per <u>copay</u> ; up to a 90-day supply (mail order prescription) per <u>copay</u>
	Generic drugs	ACA <u>Preventive Care</u> Mandates - No charge All Others - 10% <u>coinsurance</u>	Not covered	Up to a 30-day supply (retail prescription) per <u>copay</u> ; up to a 90-day supply (mail order prescription) per <u>copay</u>
	Preferred brand drugs	ACA <u>Preventive Care</u> Mandates - No charge All Others - 50% <u>coinsurance</u>	Not covered	Up to a 30-day supply (retail prescription) per <u>copay</u> ; up to a 90-day supply (mail order prescription) per <u>copay</u>
	Non-preferred brand drugs	ACA <u>Preventive Care</u> Mandates - No charge All Others - Not covered	Not covered	Up to a 30-day supply (retail prescription) per <u>copay</u> ; up to a 90-day supply (mail order prescription) per <u>copay</u>
	Specialty drugs	Not covered	Not covered	N/A

More information about prescription drug coverage is available at www.emihealth.com.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)		
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center) Physician/surgeon fees	Not covered Not covered	Not covered Not covered		N/A N/A
	<u>Emergency room care</u>	Not covered	Not covered		N/A
If you need immediate medical attention	<u>Emergency medical transportation</u>	Not covered	Not covered		N/A
	<u>Urgent care</u>	\$50 copay/ visit for the first 3 visits per year, then not covered	Not covered		Coverage is limited to three visits per Year
If you have a hospital stay	Facility fee (e.g., hospital room) Physician/surgeon fee	Not covered Not covered	Not covered Not covered		N/A N/A
If you need mental health, behavioral health, or substance abuse services	Outpatient services Inpatient services	Not covered Not covered	Not covered Not covered		N/A N/A
	Office visits	Not covered	Not covered		
If you are pregnant	Childbirth/delivery professional services Childbirth/delivery facility services	Not covered Not covered	Not covered Not covered		Cost sharing does not apply to certain preventive services. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	<u>Home health care</u>	Not covered	Not covered		N/A
	<u>Rehabilitation services</u>	Not covered	Not covered		N/A
	<u>Habilitation services</u>	Not covered	Not covered		N/A
If you need help recovering or have other special health needs	<u>Skilled nursing care</u>	Not covered	Not covered		N/A
	<u>Durable medical equipment</u>	Not covered	Not covered		N/A
	<u>Hospice services</u>	Not covered	Not covered		N/A

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)		
If your child needs dental or eye care	Children's eye exam	Routine: No charge	Routine: Not covered	Limited to one preventive visit per Year.	
	Children's glasses	Non-routine: Not covered	Non-routine: Not covered	N/A	
	Children's dental check-up	Not covered	Not covered	N/A	
		Not covered	Not covered	N/A	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Bariatric surgery
- Chiropractic care
- Cosmetic surgery
- Dental care (Adult)

- Habilitation services
- Hearing aids
- Infertility treatment
- Long-term care
- Non-emergency care when traveling outside the U.S.

- Private-duty nursing
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Routine eye care (Adult)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-662-5851, your state insurance department, the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1-877-267-2323 x61565 or www.ccio.cms.gov, or for plans subject to ERIISA: the Department of Labor's Employee Benefits Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact EMI Health at 5101 South Commerce Drive, Murray Utah 84107, by phone at 801-662-5851 or toll free at 1-800-662-5851. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-44-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? No.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

PRA Disclosure Statement: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is **0938-1146**. The time required to complete this information collection is estimated to average **0.08** hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible**
- Specialist copayment**
- Hospital (facility) coinsurance**
- Other coinsurance**

- \$0**
- \$50**
- 0%**
- 0%**

This EXAMPLE event includes services like:
Specialist office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost

\$12,700

In this example, Peg would pay:
Cost Sharing

<u>Deductibles</u>	\$0
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
<u>Limits or exclusions</u>	\$200
The total Peg would pay is	\$11,500

In this example, Joe would pay:
Cost Sharing

<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$1,300
<i>What isn't covered</i>	
<u>Limits or exclusions</u>	\$200
The total Joe would pay is	\$1,800

Mia's Simple Fracture	(in-network emergency room visit and follow up care)	Total Example Cost	\$2,800
The <u>plan</u>'s overall <u>deductible</u>	\$0		
Specialist copayment	\$50		
Hospital (facility) <u>coinsurance</u>	0%		
Other <u>coinsurance</u>	0%		

This EXAMPLE event includes services like:
Emergency room care (including medical supplies)
Diagnostic test (X-ray)
Durable medical equipment (crutches)
Rehabilitation services (physical therapy)

Total Example Cost	\$5,600
Cost Sharing	
<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$1,300
<i>What isn't covered</i>	
<u>Limits or exclusions</u>	\$200
The total Mia would pay is	\$2,700

The plan would be responsible for the other costs of these EXAMPLE covered services.

 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, please call 1-800-662-5851. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-800-662-5851 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For <u>participating providers</u> : \$6,500 person / \$13,000 family for calendar year For <u>non-participating providers</u> : \$13,000 person / \$26,000 family for calendar year	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own <u>individual deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. <u>Preventive care</u> , <u>prescription drugs</u> , and office visits are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain preventive services <u>without cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care/benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	For <u>participating providers</u> : \$8,500 person / \$17,000 family For <u>non-participating providers</u> : \$17,000 person / \$34,000 family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billed charges, health care this <u>plan</u> doesn't cover, Additional Benefits, certain specialty pharmacy drugs, and penalties for failure to obtain <u>preauthorization</u> for services	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See www.emihealth.com or call 1-800-662-5851 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u>?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	Participating Provider (You will pay the least)	Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Tier 1- \$10, Tier 2- \$40 <u>copay</u> / <u>deductible</u> does not apply	50% <u>coinsurance</u>	none
	Specialist visit	Tier 1- \$20, Tier 2- \$75 <u>copay</u> / <u>deductible</u> does not apply	50% <u>coinsurance</u>	none
	Preventive care/screening/immunization	No charge; <u>deductible</u> does not apply	Not covered	Coverage is limited to one visit per Year for some services. You may have to pay for services that aren't <u>preventive</u> . Ask your provider if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
	Diagnostic test (x-ray, blood work)	No charge/ office visit; <u>deductible</u> does not apply	50% <u>coinsurance</u>	none
	Imaging (CT/PET scans, MRIs)	No charge after <u>deductible</u>	50% <u>coinsurance</u>	Requires <u>preauthorization</u>

Common Medical Event	Services You May Need	Participating Provider (You will pay the least)	What You Will Pay	Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.emihealth.com .	Generic drugs Preferred brand drugs Non-preferred brand drugs	\$20 <u>copay</u> / prescription \$50 <u>copay</u> / prescription Mail Order \$75 <u>copay</u> / prescription Retail \$190 <u>copay</u> / prescription Mail Order \$150 <u>copay</u> / prescription Retail \$375 <u>copay</u> / prescription Mail Order Generic - 25% coinsurance (\$150 maximum <u>copay</u> / prescription) Preferred - 25% coinsurance (\$250 maximum <u>copay</u> / prescription) Non-Preferred - 30% coinsurance (\$500 maximum <u>copay</u> / prescription)	Not covered Not covered Not covered	Up to a 30-day supply (retail prescription) per <u>copay</u> ; up to a 90-day supply (mail order prescription) per <u>copay</u> Up to a 30-day supply (retail prescription) per <u>copay</u> ; up to a 90-day supply (mail order prescription) per <u>copay</u> Up to a 30-day supply (retail prescription) per <u>copay</u> ; up to a 90-day supply (mail order prescription) per <u>copay</u>	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center) Physician/surgeon fees <u>Emergency room care</u>	No charge after <u>deductible</u> No charge after <u>deductible</u> No charge after <u>deductible</u>	50% <u>coinsurance</u> 50% <u>coinsurance</u> No charge after <u>deductible</u>	Some procedures require <u>preauthorization</u> none none	
If you need immediate medical attention	Emergency medical transportation <u>Urgent care</u>	20% <u>coinsurance</u> \$100 <u>copay</u> / visit; <u>deductible</u> does not apply	20% <u>coinsurance</u> 50% <u>coinsurance</u>	none none	
If you have a hospital stay	Facility fee (e.g., hospital room) Physician/surgeon fee	No charge after <u>deductible</u> No charge after <u>deductible</u>	50% <u>coinsurance</u> 50% <u>coinsurance</u>	Requires <u>preauthorization</u> none	

Common Medical Event	Services You May Need	Participating Provider (You will pay the least)	What You Will Pay	Non-Participating Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Tier 1- \$10, Tier 2- \$40 <u>copay</u> / office visit; <u>deductible</u> does not apply and no charge after <u>deductible</u> other outpatient services	50% <u>coinsurance</u>		Medications for substance abuse not covered
	Inpatient services	No charge after deductible	50% <u>coinsurance</u>		Requires preauthorization
If you are pregnant	Office visits	No charge after deductible	50% <u>coinsurance</u>		Cost sharing does not apply for <u>preventive</u> services. Depending on the type of services, a <u>copayment</u> or <u>coinsurance</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	No charge after deductible	50% <u>coinsurance</u>		
	Childbirth/delivery facility services	No charge after deductible	50% <u>coinsurance</u>		
	Home health care	No charge after deductible	50% <u>coinsurance</u>		
	Rehabilitation services	Tier 1- \$10, Tier 2- \$40 <u>copay</u> / office and outpatient visit; <u>deductible</u> does not apply and no charge after <u>deductible</u> other inpatient services	50% <u>coinsurance</u>		
If you need recovering or have other special health needs	Habilitation services	Not covered	Not covered		N/A
	Skilled nursing care	No charge after deductible	50% <u>coinsurance</u>		Coverage limited to 30 days per Year. Admission must be within 5 days of a discharge from Hospital Confinement.
	Durable medical equipment	No charge after deductible	50% <u>coinsurance</u>		Requires preauthorization
	Hospice services	No charge after deductible	50% <u>coinsurance</u>		N/A
If your child needs dental or eye care	Children's eye exam	Routine: No charge; <u>deductible</u> does not apply	Routine: Not covered		Limited to one <u>preventive</u> visit per Year.
	Children's glasses	Non-routine: \$75 <u>copay</u> / visit; <u>deductible</u> does not apply	Non-routine: 50% <u>coinsurance</u>		N/A
	Children's dental check-up	Not covered	Not covered		N/A

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)
• Acupuncture
• Bariatric surgery
• Cosmetic surgery
• Dental care (Adult)

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)
• Chiropractic care (20 visits per year)
• Hearing aids (\$2,500 per year)

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)
• Non-emergency care when traveling outside the U.S.
• Routine eye care (Adult) (1 visit per year)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the plan at 1-800-662-5851, your state insurance department, the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight at 1-877-267-2323 x61565 or www.ccio.cms.gov, or for plans subject to ERISA: the Department of Labor's Employee Benefits Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact EMI Health at 5101 South Commerce Drive, Murray Utah 84107, by phone at 801-662-5851 or toll free at 1-800-662-5851. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-44-EBSA (3272) or www.dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? Yes.
Minimum Essential Coverage generally includes plans, [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes.

If your plan doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a plan through the [Marketplace](#).

[To see examples of how this plan might cover costs for a sample medical situation, see the next page.](#)

PRA Disclosure Statement: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is **0938-1146**. The time required to complete this information collection is estimated to average **0.08** hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible
- Specialist copayment
- Hospital (facility) coinsurance
- Other coinsurance

\$6,500	The <u>plan's overall deductible</u>	\$6,500
\$75	Specialist copayment	\$75
0%	Hospital (facility) coinsurance	0%
0%	Other coinsurance	0%

This EXAMPLE event includes services like:

- Specialist office visits (prenatal care)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (ultrasounds and blood work)
- Specialist visit (anesthesia)

Total Example Cost

\$12,700

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$6,500
Copayments	\$10
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$70
The total Peg would pay is	\$6,570

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible
- Specialist copayment
- Hospital (facility) coinsurance
- Other coinsurance

\$6,500	The <u>plan's overall deductible</u>	\$6,500
\$75	Specialist copayment	\$75
0%	Hospital (facility) coinsurance	0%
0%	Other coinsurance	0%

This EXAMPLE event includes services like:

- Primary care physician office visits (including disease education)
- Diagnostic tests (blood work)
- Prescription drugs
- Durable medical equipment (glucose meter)

Total Example Cost

\$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$2,200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$70
The total Joe would pay is	\$2,270

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The plan's overall deductible
- Specialist copayment
- Hospital (facility) coinsurance
- Other coinsurance

\$6,500	The <u>plan's overall deductible</u>	\$6,500
\$75	Specialist copayment	\$75
0%	Hospital (facility) coinsurance	0%
0%	Other coinsurance	0%

This EXAMPLE event includes services like:

- Emergency room care (including medical supplies)
- Diagnostic test (x-ray)
- Durable medical equipment (crutches)
- Rehabilitation services (physical therapy)

Total Example Cost

\$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$2,200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$2,400

The plan would be responsible for the other costs of these EXAMPLE covered services.

HIPAA Special Enrollment Rights

If you decline enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment **within 30 days** after your other coverage ends.

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment **within 30 days** after the marriage, birth, adoption, or placement for adoption.

If you would like more information, please reference your Summary Plan Description or contact Human Resources at HR@american-stucco.com.

You may also be able to enroll yourself and your dependents if you or your dependents lose eligibility for Medicaid or a State Children's Health Insurance Program (CHIP), or if you or your dependents become eligible for premium assistance under Medicaid or CHIP. You must request enrollment within 60 days of the loss of Medicaid/CHIP coverage or within 60 days of becoming eligible for premium assistance.

HIPAA Privacy Notices

Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

You have some choices in the way that we use & share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services and sell your information

We may use and share your information as we:

- Help manage the health care treatment you receive
- Run our organization
- Pay for your health services
- Administer your health plan
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests and work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and must say “yes” if you tell us you would be in danger if we do not.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say “no” if it would affect your care.

Get a list of those with whom we’ve shared information

- You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us at HR@american-stucco.com.
- You can file a complaint with the U.S. Department of Health and Human Services Office, for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C., 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.
- We will not retaliate against you for filing a complaint.

For certain health information, you can tell us your choices about what we share. If you

- have a clear preference for how we share your information in the situations described below, talk
- to us. Tell us what you want us to do, and we will follow your instructions.
- In these cases, you have both the right and choice to tell us to:
- Share information with your family, close friends, or others involved in payment for your
- care
- Share information in a disaster relief situation
 - If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

We typically use or share your health information in the following ways.

Help manage the health care treatment you receive

- We can use your health information and share it with professionals who are treating you.
 - Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.

Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long term care plans.
 - Example: We use health information about you to develop better services for you.

Pay for your health services

- We can use and disclose your health information as we pay for your health services.
 - Example: We share information about you with your dental plan to coordinate payment for your dental work.

Administer your plan

- We may disclose your health information to your health plan sponsor for plan administration.
 - Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

Help with public health and safety issues

We may share health information about you for situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

- We can use or share your information for health research.

Comply with the law

- We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests and work with a medical examiner or funeral director

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

- We can use or share health information about you:
- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

- We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see:

www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.

AZ HIPAA Privacy Notices

This notice describes how your personal and medical information that you provide us may be used and disclosed and how you can get access to this information, please review it carefully.

Confidentiality Practices

The Arizona Department of Economic Security (DES) is committed to protecting your Personal Identifying Information (PII) and Protected Health Information (PHI). This notice explains how DES will use, share, and protect your PII and PHI. It also explains your rights to privacy of your PII and PHI as required by law. DES can change the terms of this notice, and the changes will apply to all information we have about you. The revised notice will be posted to our web site and will be provided to you on request.

Collection, Storage, and Disposal of PII and PHI

The DES and its programs will identify and collect the minimum PII and PHI data elements that are relevant and necessary to conduct the business functions it is legally authorized to perform. It will review the use of the PII and PHI data elements annually to ensure that only the necessary data is collected and stored for business purposes. Your PII and PHI will be stored in our computer systems and paper files, if necessary, according to State and Federal retention laws. Access to these computer systems is restricted based on a person's job functions and role within the organization.

Uses, Sharing, and Protection of PII and PHI

The law only allows our staff to use your PII and PHI when doing their jobs or to share your information when it is necessary to run the program. When PII and PHI is shared with other agencies or organizations, DES requires them to keep your PII and PHI confidential. Your PHI will be shared to approve or deny treatment, and to determine if you are getting the right medical treatment. For example, doctors and nurses employed by the programs may review the treatment plan created for you by your health care provider to make sure the care you receive is medically necessary.

The Program Will Use and Share Your PHI Without Authorization to:

- Make payments to your health care providers for medical services provided to you.
- Coordinate payment for your care between the program, other health plans, and other insurance companies that may be responsible for the cost of your care.
- Coordinate your care between the program, other health plans, and health care providers to improve the quality of your health care.
- Evaluate the performance of your health care provider. For example, the program contracts with consultants to review hospital and other facilities' medical records to check on the quality of care you received.
- Release information to its attorneys, accountants, and consultants so that the program is run efficiently and to detect and prosecute program fraud and abuse.
- Send you helpful information such as program benefit updates, free medical exams, and consumer protection information.
- Share information with other government agencies or organizations that provide benefits or services when the information is necessary in order for you to receive those benefits or services.

The Program May Disclose Your PHI Without Authorization:

- To public health agencies for activities such as disease control and prevention, problems with medical products or medications.
- If you are the victim of abuse, neglect or domestic violence.
- To health oversight agencies responsible for the Medicaid Program such as the U.S. Department of Health and Human Services and its Office of Civil Rights.
- In court cases or judicial and administrative hearings when required by law to run the program.
- To coroners, medical examiners, funeral directors so they can carry out their jobs as required by law.
- To organizations involved with organ donation and transplantation, communicable disease
- registries and cancer registries.
- To entities authorized to conduct a research project.
- To prevent a serious threat to a person's or the public's health and safety.
- To the military if you are or have been a member of the armed services.

- To a correctional facility or law enforcement officials to maintain the health, safety, and
- security of the corrections systems, if you are held in custody.
- To workers' compensation programs that provide benefits for work-related injuries or illness
- without regard to fault.
- To law enforcement or national security and intelligence agencies, and to protect the
- President and others as required by law.

All other uses and disclosures will be made only with your written authorization. These may include:

- Most uses and disclosures of your psychotherapy notes will require your authorization.
- Any use or disclosure for marketing purposes will require your authorization.
- Any use or disclosure that would constitute a sale of your information will require your authorization.

Your Other Rights Concerning Your PII and PHI Includes the Right to:

- See and get copies of your records. You may be charged a fee for the cost of copying your records.
- Request to have your records amended or corrected if you think there is a mistake. You must provide a reason for your request.
- Receive a list of disclosures. List will not include the time that information was disclosed for treatment, payment or health care operations covered under the law. The list will not include information provided to you or your family directly, or information that was sent with your authorization.
- Further restrict uses and disclosures of your PII and PHI. You must tell DES what information you want to limit and to whom you want the limits to apply. DES is not required to agree to the restriction.
- Cancel authorizations previously provided by you to DES. This cancellation, however, will not affect any information that has already been shared.
- Receive a written notification in the event of a breach of your protected information.
- Choose how the program communicates with you in a certain way or at a certain place.

- Opt out of receiving fundraising communications.
- File a complaint if you do not agree with how DES has used or disclosed information about you.
- Receive a paper copy of this notice at any time.

ANY REQUEST YOU MAKE TO DES MUST BE IN WRITING

How to Contact DES Regarding Your Privacy Rights:

- Mail all written forms, requests and correspondence to:
 - Your local DES office

The Privacy Officer may deny your request to look at, copy or change your records. If DES denies your request, DES will send you a letter that tells you why your request is being denied and if you can request a review of that denial.

To File a Complaint

- You may file a complaint with DES or the U.S. Department of Health and Human Services-Office of Civil Rights:
 - (You will not be retaliated against for filing a complaint)
 - Send correspondence to:
 - Your local Department of Security
 - OR
 - For HIPAA Complaints Involving PHI
 - Department of Health and Human Services
*200 Independence Avenue, SW
HHH Building, Room 509F
Washington, D.C. 20201*
 - For Privacy Complaints Involving PHI
 - HHS Privacy Act Officer
*200 Independence Avenue, SW
HHH Building - Suite 729H
Washington, D.C. 20201*

For More Information

If you have any questions about this notice or need more information, please contact the DES Privacy Officer. DES may change its Notice of Privacy Practices. Any changes will apply to information DES already has, as well as any information DES may get in the future. A copy of any new notice will be posted at the DES HIPAA Administration Office as well as its website. You may ask for a copy of the notice at any time, or get it on-line at <http://des.az.gov/>

Continuation Coverage Rights Under COBRA

Introduction

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a “qualifying event.” Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you’re an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you’re the spouse of an employee, you’ll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse’s hours of employment are reduced;
- Your spouse’s employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee’s hours of employment are reduced;
- The parent-employee’s employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a “dependent child.”

When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator by email at HR@american-stucco.com within 60 days after the qualifying event occurs.

How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability extension of 18-month period of COBRA continuation coverage
If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an

additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are there other coverage options besides COBRA?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicare, Medicaid, Children's Health Insurance Program (CHIP), or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

Can I enroll in Medicare instead of COBRA after my group health plan coverage ends?

In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period^[1] to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

For more information: <https://www.medicare.gov/medicare-and-you>.

If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan contact information

American Legacy Stucco & Stone, LLC.
12455 N 92nd Dr, Suite 102, Peoria, AZ 85381
HR@american-stucco.com; 602-799-0513

NEW HEALTH INSURANCE MARKETPLACE COVERAGE OPTIONS AND YOUR HEALTH COVERAGE

Part A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: The Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit. (1)

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

Part B: Information about health coverage offered by your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer Name: <u>American Legacy Stucco and Stone, Inc.</u>	4. Employer Identification Number (EIN): <u>27-3892368</u>	
5. Employer Address <u>12455 N 92nd Drive, Suite 103</u>	6. Employer Phone Number <u>607-799-0513</u>	
7. City <u>Peoria</u>	8. State <u>AZ</u>	9. ZIP Code <u>85381</u>
10. Who can we contact about employee health coverage at this job? <u>HR Department</u>		
11. Phone Number (if different from above)	12. Email Address <u>HR@american-stucco.com</u>	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:



All employees. Eligible employees are:

All regular full-time employees working 30 or more hours are eligible for benefits on the first day of the month after 60 days of employment. Must not be on leave of absence at time of effective date in order to sign up for benefits.



Some employees. Eligible employees are:

- With respect to dependents:



We do offer coverage. Eligible dependents are:

Legal spouse, domestic partner, biological child, stepchild, legally adopted child from which the employee is a legal guardian up to their 26th birthday.



We do not offer coverage to dependents.

- If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

**Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, HealthCare.gov will guide you through the process. Here's the employer information you'll enter when you visit HealthCare.gov to find out if you can get a tax credit to lower your monthly premiums.

Your Prescription Drug Plan and Medicare Part D

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with American Legacy Stucco and Stone, Inc. and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.

1. **American Legacy Stucco and Stone, Inc. offers multiple plans** and has determined that prescription drug coverage for the:

- **EMI BCBS \$6,500/\$8,500 Plan IS considered Creditable Coverage**
 - The EMI BCBS \$6,500/\$8,500 Plan is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

- **MEC Basic and MEC Enhanced health plans are NOT considered Creditable Coverage.**
 - The MEC and MEC Enhanced plans are, on average for all plan participants, NOT expected to pay out as much as standard Medicare prescription drug coverage pays. Therefore, your coverage is considered Non-Creditable Coverage. This is important because, most likely, you will get more help with your drug costs if you join a Medicare drug plan, than if you only have prescription drug coverage from the MEC and MEC Enhanced plans. This also is important because it may mean that you may pay a higher premium (a penalty) if you do not join a Medicare drug plan when you first become eligible.
 - You can keep your current coverage from MEC and MEC Enhanced. However, because your coverage is non-creditable, you have decisions to make about Medicare prescription drug coverage that may affect how much you pay for that coverage, depending on if and when you join a drug plan. When you make your decision, you should compare your current coverage, including what drugs are covered, with the coverage and cost of the plans offering Medicare prescription drug coverage in your area. Read this notice carefully - it explains your options.

For more information contact us at HR@american-stucco.com

Your Prescription Drug Plan and Medicare Part D FAQ's & More Information

When Can You Join a Medicare Drug Plan? You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15 to December 7. However, if you lose your current creditable prescription drug coverage, through no fault of your own, or if you decide to drop your current NON-creditable coverage, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens to Your Current Coverage If You Decide to Join a Medicare Drug Plan? If you decide to join a Medicare drug plan, your current coverage will not be affected. Members can keep this coverage if they elect Part D and this plan will coordinate with Part D coverage. If you do decide to join a Medicare drug plan and drop your current coverage, be aware that you and your dependents will be able to get this coverage back during future open enrollment periods.

When Will You Pay a Higher Premium (Penalty) To Join a Medicare Drug Plan? You should also know that if you drop or lose your current coverage and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information about This Notice or Your Current Prescription Drug Coverage Contact the person listed below for further information. You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage changes. You may also request a copy of this notice at any time.

- For More Information about Your Options under Medicare Prescription Drug Coverage - More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage - Visit www.medicare.gov. Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help. Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Keep this Creditable Coverage notice. If you decide to join one of Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call **1-866-444-EBSA (3272)**.

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2025. Contact your State for more information on eligibility –

ALABAMA – Medicaid	ALASKA – Medicaid
Website: http://myalhipp.com/ Phone: 1-855-692-5447	The AK Health Insurance Premium Payment Program Website: http://myakhipp.com/ Phone: 1-866-251-4861 Email: CustomerService@MyAKHIPP.com Medicaid Eligibility: https://health.alaska.gov/dpa/Pages/default.aspx
ARKANSAS – Medicaid	CALIFORNIA – Medicaid
Website: http://myarhipp.com/ Phone: 1-855-MyARHIPP (855-692-7447)	Health Insurance Premium Payment (HIPP) Program Website: http://dhcs.ca.gov/hipp Phone: 916-445-8322 Fax: 916-440-5676 Email: hipp@dhcs.ca.gov
COLORADO – Health First Colorado (Colorado's Medicaid Program) & Child Health Plan Plus (CHP+)	FLORIDA – Medicaid
Health First Colorado Website: https://www.healthfirstcolorado.com/ Health First Colorado Member Contact Center: 1-800-221-3943/State Relay 711 CHP+: https://hcpf.colorado.gov/child-health-plan-plus CHP+ Customer Service: 1-800-359-1991/State Relay 711 Health Insurance Buy-In Program (HIBI): https://www.mycolhibi.com/ HIBI Customer Service: 1-855-692-6442	Website: https://www.flmedicaidtplrecovery.com/flmedicaidtplrecovery.com/hipp/index.html Phone: 1-877-357-3268

GEORGIA – Medicaid	INDIANA – Medicaid
<p>GA HIPP Website: https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp</p> <p>Phone: 678-564-1162, Press 1</p> <p>GA CHIPRA Website: https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra</p> <p>Phone: 678-564-1162, Press 2</p>	<p>Health Insurance Premium Payment Program</p> <p>All other Medicaid</p> <p>Website: https://www.in.gov/medicaid/ http://www.in.gov/fssa/dfr/</p> <p>Family and Social Services Administration</p> <p>Phone: 1-800-403-0864</p> <p>Member Services Phone: 1-800-457-4584</p>
IOWA – Medicaid and CHIP (Hawki)	KANSAS – Medicaid
<p>Medicaid Website: Iowa Medicaid Health & Human Services</p> <p>Medicaid Phone: 1-800-338-8366</p> <p>Hawki Website: Hawki - Healthy and Well Kids in Iowa Health & Human Services</p> <p>Hawki Phone: 1-800-257-8563</p> <p>HIPP Website: Health Insurance Premium Payment (HIPP) Health & Human Services (iowa.gov)</p> <p>HIPP Phone: 1-888-346-9562</p>	<p>Website: https://www.kancare.ks.gov/</p> <p>Phone: 1-800-792-4884</p> <p>HIPP Phone: 1-800-967-4660</p>
KENTUCKY – Medicaid	LOUISIANA – Medicaid
<p>Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website: https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx</p> <p>Phone: 1-855-459-6328</p> <p>Email: KIHIPP.PROGRAM@ky.gov</p> <p>KCHIP Website: https://kynect.ky.gov</p> <p>Phone: 1-877-524-4718</p> <p>Kentucky Medicaid Website: https://chfs.ky.gov/agencies/dms</p>	<p>Website: www.medicaid.la.gov or www.ldh.la.gov/lahipp</p> <p>Phone: 1-888-342-6207 (Medicaid hotline) or 1-855-618-5488 (LaHIPP)</p>
MAINE – Medicaid	MASSACHUSETTS – Medicaid and CHIP
<p>Enrollment Website: https://www.mymaineconnection.gov/benefits/s/?language=en_US</p> <p>Phone: 1-800-442-6003</p> <p>TTY: Maine relay 711</p> <p>Private Health Insurance Premium Webpage: https://www.maine.gov/dhhs/ofi/applications-forms</p> <p>Phone: 1-800-977-6740</p> <p>TTY: Maine relay 711</p>	<p>Website: https://www.mass.gov/masshealth/pa</p> <p>Phone: 1-800-862-4840</p> <p>TTY: 711</p> <p>Email: masspremassistance@accenture.com</p>
MINNESOTA – Medicaid	MISSOURI – Medicaid
<p>Website: https://mn.gov/dhs/health-care-coverage/</p> <p>Phone: 1-800-657-3672</p>	<p>Website: http://www.dss.mo.gov/mhd/participants/pages/hipp.htm</p> <p>Phone: 573-751-2005</p>

MONTANA – Medicaid	NEBRASKA – Medicaid
<p>Website: http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP Phone: 1-800-694-3084 Email: HHSIPPProgram@mt.gov</p>	<p>Website: http://www.ACCESSNebraska.ne.gov Phone: 1-855-632-7633 Lincoln: 402-473-7000 Omaha: 402-595-1178</p>
NEVADA – Medicaid	NEW HAMPSHIRE – Medicaid
<p>Medicaid Website: http://dhcfp.nv.gov Medicaid Phone: 1-800-992-0900</p>	<p>Website: https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program Phone: 603-271-5218 Toll free number for the HIPP program: 1-800-852-3345, ext. 15218 Email: DHHS.ThirdPartyLiabi@dhhs.nh.gov</p>
NEW JERSEY – Medicaid and CHIP	NEW YORK – Medicaid
<p>Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Phone: 1-800-356-1561 CHIP Premium Assistance Phone: 609-631-2392 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710 (TTY: 711)</p>	<p>Website: https://www.health.ny.gov/health_care/medicaid/ Phone: 1-800-541-2831</p>
NORTH CAROLINA – Medicaid	NORTH DAKOTA – Medicaid
<p>Website: https://medicaid.ncdhhs.gov/ Phone: 919-855-4100</p>	<p>Website: https://www.hhs.nd.gov/healthcare Phone: 1-844-854-4825</p>
OKLAHOMA – Medicaid and CHIP	OREGON – Medicaid and CHIP
<p>Website: http://www.insureoklahoma.org Phone: 1-888-365-3742</p>	<p>Website: http://healthcare.oregon.gov/Pages/index.aspx Phone: 1-800-699-9075</p>
PENNSYLVANIA – Medicaid and CHIP	RHODE ISLAND – Medicaid and CHIP
<p>Website: https://www.pa.gov/en/services/dhs/apply-for-medicaid-health-insurance-premium-payment-program-hipp.html Phone: 1-800-692-7462 CHIP Website: Children's Health Insurance Program (CHIP) (pa.gov) CHIP Phone: 1-800-986-KIDS (5437)</p>	<p>Website: http://www.eohhs.ri.gov/ Phone: 1-855-697-4347, or 401-462-0311 (Direct RIte Share Line)</p>
SOUTH CAROLINA – Medicaid	SOUTH DAKOTA - Medicaid
<p>Website: https://www.scdhhs.gov Phone: 1-888-549-0820</p>	<p>Website: http://dss.sd.gov Phone: 1-888-828-0059</p>

TEXAS – Medicaid	UTAH – Medicaid and CHIP
Website: Health Insurance Premium Payment (HIPP) Program Texas Health and Human Services Phone: 1-800-440-0493	Utah's Premium Partnership for Health Insurance (UPP) Website: https://medicaid.utah.gov/upp/ Email: upp@utah.gov Phone: 1-888-222-2542 Adult Expansion Website: https://medicaid.utah.gov/expansion/ Utah Medicaid Buyout Program Website: https://medicaid.utah.gov/buyout-program/ CHIP Website: https://chip.utah.gov/
VERMONT – Medicaid	VIRGINIA – Medicaid and CHIP
Website: Health Insurance Premium Payment (HIPP) Program Department of Vermont Health Access Phone: 1-800-250-8427	Website: https://coverva.dmas.virginia.gov/learn/premium-assistance/famis-select https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs Medicaid/CHIP Phone: 1-800-432-5924
WASHINGTON – Medicaid	WEST VIRGINIA – Medicaid and CHIP
Website: https://www.hca.wa.gov/ Phone: 1-800-562-3022	Website: https://dhhr.wv.gov/bms/ http://mywvhipp.com/ Medicaid Phone: 304-558-1700 CHIP Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)
WISCONSIN – Medicaid and CHIP	WYOMING – Medicaid
Website: https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm Phone: 1-800-362-3002	Website: https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/ Phone: 1-800-251-1269

To see if any other states have added a premium assistance program since July 31, 2025, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/agencies/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email ebsa.opr@dol.gov and reference the OMB Control Number 1210-0137.

Women's Health & Cancer Rights Act (WHCRA)

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

If you would like more information, please reference your Summary Plan Description or contact Human Resources at HR@american-stucco.com.

Newborn's and Mother's Health Protection Act (NMHPA)

Group health plans and health insurance issuers generally may not, under federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or 96 hours following a cesarean section.

However, the plan or issuer may pay for a shorter stay if the attending provider (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

In addition, plans and issuers may not:

- Require that a provider obtain authorization from the plan or issuer for prescribing a length of stay of up to 48 hours (for vaginal delivery) or 96 hours (for cesarean section).

If you would like more information, please reference your Summary Plan Description or contact Human Resources at HR@american-stucco.com.

Mental Health Parity and Addiction Equity Act (MHPAEA)

The Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) requires that the financial requirements (such as copayments, deductibles, and coinsurance) and treatment limitations (such as number of visits or days of coverage) that apply to mental health or substance use disorder (MH/SUD) benefits cannot be more restrictive than those that apply to medical and surgical benefits under the plan.

In addition, non-quantitative treatment limits (such as prior authorization, medical management standards, or provider network admission criteria) for MH/SUD benefits must be comparable to, and applied no more stringently than, those applied to medical and surgical benefits.

You may request, at no charge, information about the criteria for medical necessity determinations with respect to MH/SUD benefits, as well as the processes, strategies, evidentiary standards, and other factors used to apply non-quantitative treatment limits. You may also request the reason for any denial of reimbursement or payment for MH/SUD services.

If you would like more information, please reference your Summary Plan Description or contact Human Resources at HR@american-stucco.com.

RETIREMENT

Legal Notices

Read If You'd Like — Ask If You Need

The next section includes a collection of required employment notices. We know it can feel like a lot of fine print, but these documents are provided to protect you and keep you informed of your rights and options. You don't need to study every word — just know they're here for your reference.

While we make every effort to translate our materials into Spanish, some of these legal notices are only available in English. If you ever have questions or want help making sense of any of it, your HR team is always happy to help. You can reach us at HR@american-stucco.com.

For future reference, these notices are posted and kept updated in our online Employee Portal with our other policies and important notices.

AMERICAN LEGACY STUCCO & STONE, INC. DEFINED CONTRIBUTION PLAN
SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS**INTRODUCTION TO YOUR PLAN**

What kind of Plan is this?.....	1
What information does this Summary provide?.....	1

**ARTICLE I
PARTICIPATION IN THE PLAN**

How do I participate in the Plan?.....	1
How is my service determined for purposes of Plan eligibility?.....	2
What service is counted for purposes of Plan eligibility?	2
What happens if I'm a Participant, terminate employment and then I'm rehired?	2

**ARTICLE II
EMPLOYER CONTRIBUTIONS**

What is the Employer profit sharing contribution and how is it allocated?	2
How is my service determined for allocation purposes?	3
What are forfeitures and how are they allocated?	3

**ARTICLE III
COMPENSATION AND ACCOUNT BALANCE**

What compensation is used to determine my Plan benefits?	3
Is there a limit on the amount of compensation which can be considered?.....	4
Is there a limit on how much can be contributed to my account each year?	4
How is the money in the Plan invested?	4
Will Plan expenses be deducted from my account balance?	4

**ARTICLE IV
VESTING**

What is my vested interest in my account?.....	4
How is my service determined for vesting purposes?	5
What service is counted for vesting purposes?	5
What happens to my non-vested account balance if I'm rehired?	5
What happens if the Plan becomes a "top-heavy plan"?	6

**ARTICLE V
DISTRIBUTIONS PRIOR TO TERMINATION**

Can I withdraw money from my account while working?	6
---	---

**ARTICLE VI
BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

When can I get money out of the Plan?	6
What happens if I terminate employment before death, disability or retirement?.....	7
What happens if I terminate employment at Normal Retirement Date?	7
What happens if I terminate employment due to disability?.....	7
How will my benefits be paid to me?	7

ARTICLE VII
BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?	8
Who is the beneficiary of my death benefit?	8
How will the death benefit be paid to my beneficiary?.....	8
When must the last payment be made to my beneficiary?	8
What happens if I'm a Participant, terminate employment and die before receiving all my benefits?	9

ARTICLE VIII
TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?.....	9
Can I elect a rollover to reduce or defer tax on my distribution?.....	9

ARTICLE IX
PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?	9
Are there any exceptions to the general rule?	9
Can the Plan be amended?	10
What happens if the Plan is discontinued or terminated?	10
How do I submit a claim for Plan benefits?.....	10
What if my benefits are denied?	10
What is the Claims Review Procedure?	11
What are my rights as a Plan Participant?.....	13
What can I do if I have questions or my rights are violated?	13

ARTICLE X
GENERAL INFORMATION ABOUT THE PLAN

Plan Name	14
Plan Number.....	14
Plan Effective Dates	14
Other Plan Information	14
Employer Information	14
Administrator Information.....	14
Plan Trustee Information and Plan Funding Medium.....	15

AMERICAN LEGACY STUCCO & STONE, INC. DEFINED CONTRIBUTION PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

American Legacy Stucco & Stone, Inc. Defined Contribution Plan ("Plan") has been adopted to provide you with additional income for retirement. This Plan is a type of qualified retirement plan commonly referred to as a profit sharing Plan. Generally you are not taxed on the amounts we contribute to the Plan on your behalf until you withdraw these amounts from the Plan.

What information does this Summary provide?

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

In this Summary, your Employer has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Administrator or other Plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this SPD in the Article entitled "General Information About the Plan."

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). Your Employer may also amend or terminate this Plan. Your Employer will notify you if the provisions of the Plan that are described in this SPD change.

Types of contributions. The following types of contributions may be made under this Plan:

- Employer profit sharing contributions

ARTICLE I PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may become a "Participant" in the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan
- certain nonresident aliens who have no earned income from sources within the United States

Eligibility conditions. You will be eligible to participate in the Plan when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- completion of one (1) Year of Service.

Entry Date. Your Entry Date will be the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date you satisfy the eligibility requirements.

How is my service determined for purposes of Plan eligibility?

Year of Service. You will be credited with a Year of Service at the end of the twelve month period beginning on your date of hire if you have been credited with at least 1,000 Hours of Service during such period. If you have not been credited with 1,000 Hours of Service by the end of such period, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1,000 Hours of Service.

Hour of Service-employees for whom hourly records are kept. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

Hour of Service employees for whom hourly records are not kept. The Plan does not credit you with your actual Hours of Service. Instead the Plan uses an "equivalency" method. Under this method you will be credited with 190 Hours of Service for each month during the year in which you would otherwise be credited with at least one Hour of Service.

What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For eligibility purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

Five-year eligibility Break in Service rule. The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for eligibility purposes. Thus, if you were to return to employment after incurring five 1-Year Breaks in Service, you would have to resatisfy any minimum service requirements under the Plan.

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

What happens if I'm a Participant, terminate employment and then I'm rehired?

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided your prior service had not been disregarded under the Break in Service rules and you are otherwise eligible to participate in the Plan.

ARTICLE II **EMPLOYER CONTRIBUTIONS**

This Article describes Employer contributions that may be made to the Plan and how your share of the contribution is determined.

What is the Employer profit sharing contribution and how is it allocated?

Profit sharing contribution. Each year, your Employer may make a discretionary profit sharing contribution to your account.

Allocation conditions. In order to share in the profit sharing contribution for a Plan Year, you must satisfy the following conditions:

- If you are employed on the last day of the Plan Year, you will share regardless of the amount of service you completed during the Plan Year.

- If you terminate employment (not employed on the last day of the Plan Year), you will only share if you are credited with at least 501 Hours of Service during the Plan Year.

How is my service determined for allocation purposes?

Hour of Service-employees for whom hourly records are kept. You will be credited with your actual Hours of Service for:

- each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

Hour of Service-employees for whom hourly records are not kept. The Plan does not credit you with your actual Hours of Service. Instead the Plan uses an "equivalency" method. Under this method you will be credited with 190 Hours of Service for each month during the year in which you would otherwise be credited with at least one Hour of Service.

What are forfeitures and how are they allocated?

Definition of forfeitures. In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a Participant terminates employment before being fully vested, then the non-vested portion of the Terminated Participant's account balance remains in the Plan and is called a forfeiture.

Allocation of forfeitures. The Employer may use forfeitures to pay Plan expenses. In some cases, remaining forfeitures will be used to reduce Employer contributions.

ARTICLE III COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. In addition, salary reductions to any other plan or arrangement (such as a cafeteria plan) will be included in Compensation. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation that may apply under the Plan.

Adjustments to compensation. The following adjustments to compensation will be made:

- compensation paid while not a Participant in the component of the Plan for which compensation is being used will be excluded.
- compensation paid after you terminate employment is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
 - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment
 - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued
 - nonqualified unfunded deferred compensation if the payment is includable in gross income and would have been paid to you had you continued employment

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2022 is \$305,000. After 2022, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2022, this total cannot exceed the lesser of \$61,000 or 100% of your annual compensation. After 2022, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan Participants and their beneficiaries in accordance with the terms of this Plan. The Trust Fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

The Trustee, Employer or another designated person or entity is responsible for the investment of assets held by the Plan. Investment decisions are made in the best interests of you and other Plan Participants. If you have any questions, contact the Administrator (or other Plan representative). The name and address of the Trustee can be found in the Article of this SPD entitled "General Information About The Plan."

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each Participant. If the Plan pays \$1,000 in expenses and there are 100 Participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

Terminated employee. After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

ARTICLE IV VESTING

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Employer Profit Sharing Contributions

Your "vested percentage" in your account attributable to profit sharing contributions is determined under the following schedule. You will always, however, be 100% vested in your profit sharing contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Years of Service	Vesting Schedule	
	Profit Sharing Contributions	Percentage
Less than 2		0%
2		20%
3		40%
4		60%
5		80%
6		100%

How is my service determined for vesting purposes?

Year of Service. To earn a Year of Service, you must be credited with at least 1,000 Hours of Service during a Plan Year. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Administrator will track your service and will credit you with a Year of Service for each Plan Year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

Hour of Service-employees for whom hourly records are kept. You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

Hour of Service-employees for whom hourly records are not kept. The Plan does not credit you with your actual Hours of Service. Instead the Plan uses an "equivalency" method. Under this method you will be credited with 190 Hours of Service for each month during the year in which you would otherwise be credited with at least one Hour of Service.

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

Five-year Break in Service rule. The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your vested percentage under the Plan.

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

What happens to my non-vested account balance if I'm rehired?

If you have no vested interest in the Plan when you leave, your account balance will be forfeited. However, if you are rehired before incurring five 1-Year Breaks in Service, your account balance as of your termination date will be restored, unadjusted for any gains or losses.

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive 1-Year Breaks in Service.

If you received a distribution of your vested account balance and are rehired, you may have the right to repay this distribution. If you repay the entire amount of the distribution, your Employer will restore your account balance with your forfeited amount. You must repay this distribution within five years from your date of reemployment, or, if earlier, before you incur five 1-Year Breaks in Service. If you were 100% vested when you left, you do not have the opportunity to repay your distribution.

What happens if the Plan becomes a "top-heavy plan"?

Top-heavy plan. A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." "Key employees" are certain owners or officers of your Employer. A plan is generally a "top-heavy plan" when more than 60% of the plan assets are attributable to "key employees." Each year, the Administrator is responsible for determining whether the Plan is a "top-heavy plan."

Top-heavy rules. If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- Your Employer may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."
- If you are a Participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

ARTICLE V DISTRIBUTIONS PRIOR TO TERMINATION

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

Conditions and limitations. Generally you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have reached Normal Retirement Age

ARTICLE VI BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination" for a further explanation.)

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or

become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

Distributions for deemed severance of employment. If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible after the last day of the Plan Year coinciding with or next following the date on which you terminate employment. However, if the value of your vested account balance does not exceed \$1,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 65, or your 5th anniversary of joining the Plan, if later. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan once you attain your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you reach your Normal Retirement Date (even if employment has not terminated). In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but generally not later than age 70 1/2. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

Payment of benefits. If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed \$1,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed \$5,000, then your vested account balance may only be distributed to you in a single lump-sum payment.

In addition, if your vested account balance exceeds \$1,000, you must consent to any distribution before it may be made. If your vested account balance exceeds \$5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- partial withdrawals or installments but only with respect to Participants or beneficiaries who must receive minimum required distributions, over a period of not more than your assumed life expectancy (or the assumed life expectancies of you and your beneficiary). (See below "Delaying distributions." for an explanation of minimum required distributions.)

Delaying distributions. You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$1,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire. You should contact the Administrator if you think you may be affected by these rules.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

ARTICLE VII BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Married Participant. If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE (IF YOU ARE MARRIED) MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

Unmarried Participant. If you are not married, you may designate a beneficiary on a form to be supplied to you by the Administrator.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

How will the death benefit be paid to my beneficiary?

Form of distribution. If the death benefit payable to a beneficiary does not exceed \$5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds \$5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment
- partial withdrawals or installments that do not exceed the limitations on when the entire death benefit must be paid. (See below "When must the last payment be made to my beneficiary?")

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Administrator.

What happens if I'm a Participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE VIII TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or direct transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

60-day rollover. The rollover of all or a portion of the distribution to an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described below would be the better choice.

Direct rollover. For most distributions, you may request that a direct transfer (sometimes referred to as a "direct rollover") of all or a portion of a distribution be made to either an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE IX PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a "qualified domestic relations order" is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a "qualified domestic relations order" is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

You may file a claim for benefits by submitting a written request for benefits to the Plan Administrator. You should contact the Plan Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits. In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Plan Administrator to make a determination on whether you are disabled.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

For purposes of the claims procedures described below, "you" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary). A document, record, or other information will be considered relevant to a claim if it:

- was relied upon in making the benefit determination;
- was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described below. If applicable, the Plan will not assert that you failed to exhaust administrative remedies for failure to use the voluntary procedures, any statute of limitations or other defense based on timeliness is tolled during the time a voluntary appeal is pending; and the voluntary process is available only after exhaustion of the appeals process described in this section. If mandatory arbitration is offered by the Plan, the arbitration must be conducted instead of the appeal process described in this section, and you are not precluded from challenging the decision under ERISA §501(a) or other applicable law.

What if my benefits are denied?

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

In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then instead of the above, the initial claim must be resolved within 45 days of receipt by the Plan. A Plan may, however, extend this decision-making period for an additional 30 days for reasons beyond the control of the Plan. The Plan will notify you of the extension prior to the end of the 45-day period. If, after extending the time period for a first period of 30 days, the Plan Administrator determines that it will still be unable, for reasons beyond the control of the Plan, to make a decision within the extension period, the Plan may extend decision making for a second 30-day period. Appropriate notice will be provided to you before the end of the first 45 days and again before the end of each succeeding 30-day period. This notice will explain the circumstances requiring the extension and the date the Plan Administrator expects to render a decision. It will explain the standards on which entitlement to the benefits is based,

the unresolved issues that prevent a decision, the additional issues that prevent a decision, and the additional information needed to resolve the issues. You will have 45 days from the date of receipt of the Plan Administrator's notice to provide the information required.

If the Plan Administrator determines that all or part of the claim should be denied (an "adverse benefit determination"), it will provide a notice of its decision in written or electronic form explaining your appeal rights. An "adverse benefit determination" also includes a rescission, which is a retroactive cancellation or termination of entitlement to disability benefits. The notice will be provided in a culturally and linguistically appropriate manner and will state:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination was based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.
- (e) In the case of a claim for disability benefits if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then the following additional information will be provided:
 - (i) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - The views you presented to the Plan of health care professionals treating the claimant and vocational professionals who evaluated you;
 - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
 - A disability determination made by the Social Security Administration and presented by you to the Plan.
 - (ii) Either the internal rules, guidelines, protocols, or other similar criteria relied upon to make a determination, or a statement that such rules, guidelines, protocols, or other criteria do not exist.
 - (iii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.
 - (iv) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

- (a) **YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 60 DAYS (EXCEPT AS PROVIDED BELOW FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.**

IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY THE PLAN ADMINISTRATOR (RATHER THAN A THIRD PARTY SUCH AS THE SOCIAL SECURITY ADMINISTRATION), THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION. IN THE CASE OF AN ADVERSE BENEFIT DETERMINATION REGARDING A RESCISSION OF COVERAGE, YOU MUST REQUEST A REVIEW WITHIN 90 DAYS OF THE NOTICE.

- (b) You may submit written comments, documents, records, and other information relating to your claim for benefits.
- (c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then:

- (a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.
- (b) If the initial adverse benefit determination was based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the fiduciary will consult with a health care professional who was neither involved in or subordinate to the person who made the original benefit determination. This health care professional will have appropriate training and experience in the field of medicine involved in the medical judgment. Additionally, medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial determination will be identified.
- (c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
- (d) If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, the Plan will provide such new or additional evidence to you, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow you time to respond.
- (e) Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Plan Administrator must provide you with a copy of the rationale at no cost to you. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow you time to respond.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days (45 days with respect to claims relating to the determination of disability benefits) after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. In such a case, you will be notified, before the end of the initial review period, of the special circumstances requiring the extension and the date a decision is expected. If an extension is provided, the Plan Administrator must notify you of the determination on review no later than 120 days (or 90 days with respect to claims relating to the determination of disability benefits).

The Plan Administrator will provide written or electronic notification to you in a culturally and linguistically appropriate manner. If the initial adverse benefit determination is upheld on review, the notice will include:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the benefit determination was based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (d) In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration):
 - (i) Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make the determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.
 - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.
 - (iii) A statement of your right to bring a civil action under section 502(a) of ERISA and, if the Plan imposes a contractual limitations period that applies to your right to bring such an action, a statement to that effect which includes the calendar date on which such limitation expires on the claim.

If the Plan offers voluntary appeal procedures, a description of those procedures and your right to obtain sufficient information about those procedures upon request to enable you to make an informed decision about whether to submit to such voluntary

appeal. These procedures will include a description of your right to representation, the process for selecting the decision maker and the circumstances, if any, that may affect the impartiality of the decision maker. No fees or costs will be imposed on you as part of the voluntary appeal. A decision whether to use the voluntary appeal process will have no effect on your rights to any other Plan benefits.

(iv) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

- the views presented by the claimant to the Plan of health care professionals treating you and vocational professionals who evaluated you;
- the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
- a disability determination made by the Social Security Administration and presented by you to the Plan.

If you have a claim for benefits which is denied, then you may file suit in a state or federal court. However, in order to do so, you must file the suit not later than 180 days after the Administrator makes a final determination to deny your claim.

What are my rights as a Plan Participant?

As a Participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

- (a) Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- (c) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer 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 can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 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 which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the "qualified domestic relations order" (QDRO) procedures from the Administrator.

If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

What can I do if I have questions or my rights are violated?

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W.,

Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE X **GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is American Legacy Stucco & Stone, Inc. Defined Contribution Plan.

Plan Number

Your Employer has assigned Plan Number 001 to your Plan.

Plan Effective Dates

Effective Date. This Plan was originally effective on January 1, 2015. The amended and restated provisions of the Plan become effective on January 1, 2021. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

Other Plan Information

Valuation date. Valuations of the Plan assets are generally made annually on the last day of the Plan Year. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

Plan Year. The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

The Plan will be governed by the laws of Arizona to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Administrator.

Employer Information

Your Employer's name, contact information and identification number are:

American Legacy Stucco & Stone, Inc.
12455 North 92nd Drive Building B, Suite 103
Peoria, Arizona 85381
27-3892368
Telephone: (480) 253-0847

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

American Legacy Stucco & Stone, Inc.
12455 North 92nd Drive Building B, Suite 103
Peoria, Arizona 85381

Telephone: (480) 253-0847

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a Trust Fund. The Trustee is responsible for the safekeeping of the Trust Fund. The Trust Fund is the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a Trust Fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustee is listed below with their contact information:

John Harrington, Trustee

12455 North 92nd Drive Building B, Suite 103

Peoria, Arizona 85381

Telephone: (480) 253-0847



PROVIDED BY



+1-662-MODRNHR

+1-662-663-7647

modrnHR.com

