

THE UNIVERSITY OF SOUTHERN CALIFORNIA

NON-EXEMPT STAFF RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

July 2012

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INTRODUCTION

The Non-Exempt Staff Retirement Plan (the “Staff Plan”) offers a university-provided monthly retirement pension to eligible non-exempt staff. As described in this Summary Plan Description, the Staff Plan has been frozen to new participants and active participation, so that no individual will become a participant in the Staff Plan or accrue additional benefits under the Staff Plan. This Summary Plan Description has been prepared to explain the major provisions of the Staff Plan in effect as of January 1, 2012, and to try to answer some of the questions you might have.

Although all possible care has been taken in the preparation of this Summary Plan Description, it is not the official text of the Staff Plan. In the event of any inconsistency between the information in this Summary and in the Staff Plan itself, or to the extent the plan document contains more complete or detailed information or rules, the provisions of the document will prevail.

The “Non-Exempt Staff Retirement Plan” is the nickname for the University of Southern California Support Staff Retirement Plan. Copies of the actual plan documents are available for inspection in the Office of Retirement Plan Administration during regular business hours. You may also contact the Office of Retirement Plan Administration if you have any questions about the Staff Plan.

En este folleto se encuentra un resumen en inglés de los derechos y beneficios incluidos en el Plan de Jubilación y en el Plan de Impuestos-Diferidos del Personal de Apoyo de la Universidad del Sur de California. Si le es difícil comprender cualquier parte de este folleto, póngase en contacto con la Oficina de Administración de Beneficios en University Park en CUB 200 (213-740-6027).

I. ELIGIBILITY AND PARTICIPATION

1. What is the Non-Exempt Staff Retirement Plan?

In general, the Staff Plan provides you with monthly lifetime retirement income based on your service and earnings as an eligible employee. The university pays the full cost of the Staff Plan. You pay no income tax on the benefit you earn under the Staff Plan until payments are actually made to you from the Plan.

2. What if I became a Participant in the USC Retirement Savings Program on July 1, 2007 or December 24, 2009?

If you are a non-union or a Local 30 employee who became eligible to receive university contributions under the USC Retirement Savings Program on July 1, 2007, your active participation in the Staff Plan ceased as of June 30, 2007. This means that your Staff Plan benefit will not increase or decrease after June 30, 2007. If you were not vested as of June 30, 2007 and you were an employee on that date, you became fully vested in your Staff Plan benefit as of June 30, 2007.

If you are a Local 11 employee who became eligible to receive university contributions under the USC Retirement Savings Program on December 24, 2009, your active participation in the Staff Plan ceased as of December 23, 2009. This means that your Staff Plan benefit will not increase or decrease after December 23, 2009. If you were not vested as of December 23, 2009 and you were an employee on that date, you became fully vested in your Staff Plan benefit as of December 23, 2009.

Please contact the Office of Benefits Administration if you have questions.

3. Who may participate in the Staff Plan?

The Staff Plan has been frozen to active participants. This plan freeze was effective for non-union employees and Local 30 employees on July 1, 2007, and effective for Local 11 employees on December 24, 2009. Prior to the Staff Plan's freeze, generally, if you were employed by the university as a non-exempt employee, you were eligible to become a Participant in the Staff Plan. Non-exempt employees are those employees who are eligible for overtime payments under the Fair Labor Standards Act. However, you were not eligible to participate in the Staff Plan if:

- you were enrolled as a student at the university and your employment was incidental to your enrollment;
- you were a "Postdoctoral Fellow" as described in the memorandum from the university Provost's Office issued January 10, 2003 and implemented effective July 1, 2003;
- you were an employee who held a faculty appointment;
- you were paid on a per diem basis;

- you were covered by a collective bargaining agreement that did not expressly provide for Staff Plan participation;
- you were an exempt employee on December 31, 2006 and became a non-exempt employee on January 1, 2007 (and before satisfying the Staff Plan's eligibility service requirement);
- you were not paid through the university's regular payroll;
- you were an experimental machinist or chief officer (ship) in job code grade J or above;
- you were an employee of another employer and your services were leased to the university; or
- you moved from an exempt position and elected in the manner prescribed by the university to continue participating in the retirement program for exempt employees.

If you are employed not by the university itself but instead by a related employer, you will be notified if that employer is a Participating Employer under the Staff Plan. You may also obtain a list of Participating Employers from the Office of Benefits Administration. For purposes of this Summary, the term "university" will be used to include the university and any other Participating Employers, except with reference to the university's right to modify or terminate the Staff Plan, as described in Question 16 of this Summary.

4. When will I become a Participant?

The Staff Plan has been frozen, which means that no new employees will participate in the Staff Plan. Prior to the Staff Plan's freeze, if you were eligible to participate in the Staff Plan, you became a Participant on the first day of the month that coincided with or followed the day you completed an "Eligibility Period," provided that you were at least 21 years old. In order to complete an Eligibility Period, you needed to complete at least 500 hours of service for the university during a 6-month period. You were generally credited with hours of service for hours you worked and for hours during other periods for which you were entitled to be paid (such as paid vacation and holidays). (You were also credited with hours of service for periods during which you are absent due to a military leave, provided that you returned to work for the university while you have a right to reemployment under federal law.) The 6-month period for this purpose began on your first day of work and, if necessary, each January 1 and July 1 after that day until you completed 500 hours of service in a period. If you regularly worked half-time or more throughout a 6-month period, you were treated as completing 500 hours of service during that period. If you did not complete an Eligibility Period in your first year of employment, you still became a Participant if you completed at least 1,000 hours of service during that year.

Once you satisfied this service requirement for participation, you remain a Participant for as long as you are entitled to a benefit under the Staff Plan.

5. What if I am reemployed after I have become a Participant?

If your employment with the university terminates after you have become a Participant and you are subsequently reemployed by the university, you will not become an active Participant again as of your reemployment date. If you are otherwise eligible, you will have the opportunity to join the USC Retirement Savings Program.

6. May I make contributions to the Staff Plan from another retirement plan?

No. You are not permitted to make “rollover contributions” or “plan to plan transfers” from other retirement plans to the Staff Plan. Please see the Summary Plan Description for the USC Retirement Savings Program for information about rollover contributions.

7. How will I become vested in my benefit under the Staff Plan?

“Vesting” refers to your right to receive a retirement benefit under the Staff Plan after you leave the university. You will become fully vested in your benefit upon the earliest of the following events:

1. You complete five “Years of Service”;
2. You attain age 65 while an employee of the university; or
3. You become totally disabled, as evidenced by a determination of total disability by the university’s long term disability insurance carrier or third party administrator.

Please note: If you leave the university before you satisfy one of the preceding requirements, you are not entitled to a benefit from the Staff Plan. If your active participation in the Staff Plan ceased on June 30, 2007 or on December 23, 2009 in connection with the freeze of the Staff Plan, you became fully vested in your Staff Plan benefit as of June 30, 2007 or December 23, 2009 (as applicable).

8. What is a “Year of Service”?

You are credited with a Year of Service if you complete 1,000 or more hours of service during a calendar year.¹ As discussed under Question 3 above, you are generally credited with

¹ Before January 1, 1995, Years of Service were credited on an anniversary-year basis. That is, you were credited with a Year of Service if you performed at least 1,000 hours of service in the 12-month period beginning on the date you performed your first hour of service, or any 12-month period beginning on any anniversary of that date (provided that anniversary date fell before January 1, 1995). The following example illustrates how Years of Service were credited during the transition from anniversary years to calendar years: Sandra began working for the University on July 1, 1994 and has worked full-time since then. She was credited with one Year of Service for the 12-month period beginning July 1, 1994 and ending June 30, 1995. She was credited with a second Year of Service for the 12-month period beginning January 1, 1995 and ending December 31, 1995. She was credited with an additional two Years of Service for 1996 and 1997, and will be credited with an additional Year of Service for each calendar year thereafter during which she completes at least 1,000 hours of service.

hours of service for hours you work and certain other hours for which you are entitled to be paid (such as paid vacation and holidays), as well as certain hours during a military leave. For purposes of calculating your Years of Service, hours of service credited to you while you are not an eligible employee generally will be taken into account under the Staff Plan. However, such hours will not be taken into account for purposes of calculating your benefit (see Question 11).

9. Can I lose Years of Service?

Yes, in certain instances Years of Service you have completed will be disregarded for purposes of determining your vesting. If, before you have become fully vested (as described in Question 7 above), you are credited with 500 or fewer hours of service in each of five or more consecutive calendar years², then any Years of Service you already completed will be disregarded. For this purpose, you will be credited with up to 501 hours of service that you otherwise would have been credited with but for any leave of absence of up to 24 consecutive months that results from your pregnancy, the birth or adoption of your child, or caring for your child immediately after his or her birth or adoption. If this absence spills over into more than one calendar year², up to 501 hours of service will be credited to the period during which the absence started if you did not otherwise complete at least 501 hours of service during that period. Otherwise, up to 501 hours of service will be credited to the following period. If your employment terminated prior to the Staff Plan's freeze date and you are rehired before your prior service is disregarded, you will be fully vested.

10. When may I begin receiving my benefit under the Staff Plan?

The Staff Plan is intended to help you in your retirement. Therefore, as a general rule, you are not entitled to receive your benefit under the Plan before your employment with the university terminates and you attain age 55. (If you begin benefit payments before age 65, your benefit will be reduced according to your age at the time your benefit payments start – see Question 13 for more information.) You are not entitled to make withdrawals under the Staff Plan while you are employed by the university, nor may you borrow from or against your benefit under the Plan.

11. How is my benefit calculated if I retire at age 65?

When you retire at age 65, which is considered “normal retirement age” under the Staff Plan, the annual amount of pension payable from the Staff Plan as a benefit to you is based on your annual eligible earnings during each Plan Year in which you completed 1,000 or more hours of service as a Participant. As described above, hours of service include the hours that you work and hours during other periods for which you are entitled to be paid, as well as certain hours during a military leave. Since 1993, the Plan Year is the calendar year. Prior to 1993, the Plan Year was the 12-month period ending each June 30, through June 30, 1992. The six-month period beginning July 1, 1992 and ending December 31, 1992 was a short Plan Year. For that Plan Year, only 500 hours of service were required.

² Or, for anniversary dates falling before January 1, 1995, during your anniversary year (see footnote 1 above).

Please note: No earnings or service will be taken into account after June 30, 2007 or December 23, 2009, whichever freeze date is applicable to you. Your benefit will be based on your eligible earnings and service prior to either July 1, 2007 or December 23, 2009 (as applicable).

Your annual pension benefit will equal the sum of your “Future Service Benefit” and your “Past Service Benefit,” if any.

Future Service Benefit. Your Future Service Benefit is calculated for Plan Years beginning in and after 1983, when the Plan started. For each Plan Year during which you complete 1,000 hours of service (500 hours of service for the short Plan Year that occurred in 1992), an applicable percentage of your earnings is added to your Future Service Benefit. For Plan Years beginning in 1983 and 1984, the applicable percentage is 2.0% of your earnings. For Plan Years beginning in 1985 or later, the applicable percentage is 2.2% of your earnings. In addition, your Future Service Benefit is credited with 2.2% of any earnings during your final Plan Year with the university, regardless of whether you completed 1,000 hours of service during your final Plan Year. For participants who transferred to the USC Retirement Savings Program on July 1, 2007, your Future Service Benefit is credited with 2.2% of your earnings between January 1, 2007 and June 30, 2007 (regardless of hours of service during this period), but will not increase any further after June 30, 2007. For participants who transferred to the USC Retirement Saving Program on December 24, 2009, your Future Service Benefit is credited with 2.2% of your earnings between January 1, 2009 and December 23, 2009 (regardless of hours of service during this period), but will not increase any further after December 23, 2009.

For this purpose, “earnings” means the base pay (including shift differential) that you received for the Plan Year as an eligible employee, including your sick-leave buy-back and (for years beginning with 2000) your bonus, staff overload and at-risk pay, if any. Amounts received from a disability plan sponsored by the university or the State of California do not count toward your “earnings.” If your employment terminated prior to the freeze, for your last Plan Year only, “earnings” also includes any severance pay, accrued vacation pay, and pay in lieu of notice. Generally, only your “earnings” attributable to services rendered while you are a Participant and in a job that is eligible for the Staff Plan will count under the Plan. However, your Future Service Benefit is also credited with 2.2.% of your earnings during your Eligibility Period through the date you become a Participant.

Past Service Benefit. You are entitled to a Past Service Benefit if you were eligible to participate in the Staff Plan on June 30, 1983, and were on that date employed by the university either half-time or more or at a rate of 1,000 or more hours per year. Your Past Service Benefit equals 0.8% (.008) of your annual base salary rate as of June 30, 1982 (or, if you were not employed on June 30, 1982, then as of June 30, 1983) multiplied by your Years of Service as of June 30, 1983. However, for purposes of calculating your Past Service Benefit, no more than 10 Years of Service will be taken into account. Your “Years of Service” are determined as described in Question 7 above, except that the 12-month period beginning on July 1 and ending on the following June 30 is used instead of the calendar year.

The following is an example of how the annual pension benefit is calculated.

Example: John has worked as a full-time non-exempt employee for the university since 1973 and has elected to retire when he attains age 65 in March 2007. John's annual benefit payment from the Staff Plan will equal the sum of his Future Service Benefit and his Past Service Benefit.

John's Future Service Benefit. John's Future Service Benefit equals \$12,047.92, based on his earnings with the university for the Plan Years beginning in and after 1983 as follows.

<u>Plan Year</u>	<u>Earnings</u>	<u>Applicable Percent</u>	<u>Future Service Benefit Credit</u>
1983	\$16,000	2.0%	\$320.00
1984	\$16,480	2.0%	\$329.60
1985	\$16,974	2.2%	\$373.44
1986	\$17,484	2.2%	\$384.64
1987	\$18,008	2.2%	\$396.18
1988	\$18,548	2.2%	\$408.06
1989	\$19,105	2.2%	\$420.31
1990	\$19,678	2.2%	\$432.92
1991	\$20,268	2.2%	\$445.90
1992	\$10,438	2.2%	\$229.64
(short)			
1993	\$21,503	2.2%	\$473.06
1994	\$22,148	2.2%	\$487.25
1995	\$22,812	2.2%	\$501.87
1996	\$23,497	2.2%	\$516.92
1997	\$24,201	2.2%	\$532.43
1998	\$24,927	2.2%	\$548.40
1999	\$25,675	2.2%	\$564.86
2000	\$26,446	2.2%	\$581.80
2001	\$27,239	2.2%	\$599.26
2002	\$28,056	2.2%	\$617.23
2003	\$28,898	2.2%	\$635.75
2004	\$29,765	2.2%	\$654.82
2005	\$30,658	2.2%	\$674.47
2006	\$31,577	2.2%	\$694.70
2007	\$10,200*	2.2%	\$224.40
Total Future Service Benefit:			\$12,047.92

*2007 earnings are only through March and include accrued vacation pay.

John's Past Service Benefit. John's base salary as of June 30, 1982 was \$14,550. Therefore his Past Service Benefit equals \$1,164: 0.8% of \$14,550 (base pay) times 10 (the allowable Years of Service counted for calculating his Past Service Benefit).

Therefore, the annual benefit to be paid to John from the Staff Plan equals \$13,211.92: \$12,047.92 (Future Service Benefit) plus \$1,164.00 (Past Service Benefit).

Effect of Break in Service. If you complete 500 or fewer hours of service during 5 consecutive Plan Years before you have become fully vested in your pension benefit (see Question 7), in calculating your annual pension benefit the university will ignore any Plan Years before this 5-year “break.”

Example: Assume Jane was hired at age 25 and worked full-time during 1996 and 1997, then left the university in 1998, having completed only 400 hours of service in 1998, and returned on a full-time basis on January 1, 2003. When Jane retires, her annual pension benefit will be calculated without taking into account her earnings during 1996 and 1997 because Jane had 5 consecutive years (1998 through 2002) with fewer than 500 hours of service, and was not yet vested in 1998.

For this purpose, you will be credited with up to 501 hours of service that you would have been credited with but for any absence of up to 24 consecutive months that results from your pregnancy, the birth or adoption of your child, or caring for your child immediately after his or her birth or adoption. If this absence spills over into more than one Plan Year, up to 501 hours of service will be credited to the Plan Year during which the absence started if you did not otherwise complete at least 501 hours of service during that Plan year. Otherwise, up to 501 hours of service will be credited to the following Plan Year.

Example: Suppose Jane worked full-time during 2000 and 2001. She then went on a maternity leave for 3 months in early 2002 and left the university in mid-2002 only having actually worked 400 hours of service. Because Jane was on a maternity leave, she is credited with the hours of service (that she would have worked but for the leave) necessary to prevent her from having a break in service. This means that Jane will be credited with 501 hours of service for 2002: the 400 hours she worked and 101 hours attributable to her maternity leave. Therefore, if Jane returns to the university on January 1, 2004, her pension on retirement will be calculated with her 2000 and 2001 earnings taken into account because she had fewer than 5 consecutive years with fewer than 500 hours of service.

12. What happens if I retire after age 65?

If you remain an employee of the university and an active participant in the Staff Plan after you attain age 65, your Future Service Benefit will continue to increase as described in Question 11 until the date on which your Staff Plan benefit was frozen. If you continued to accrue additional benefits under the Staff Plan after attaining age 65, when you retire, you will receive the greater of the benefit you are entitled to as described in Question 11 and the benefit that is equal in value to the benefit you earned when you attained age 65 but actuarially increased to reflect your later commencement date. The Staff Plan contains actuarial assumptions to use in determining this value.

You will not be allowed to start receiving benefits until you actually retire. However, pursuant to federal law, if you attained age 70½ before 1996, your benefit payments started by April 1 of the next year and must continue, even while you are still employed by the university. If you attained age 70½ during 1996, 1997 or 1998, payment of your benefits started no later than the following April 1, unless you elected to delay such payment until retirement.

13. What happens if my employment terminates before I attain age 65?

If your employment with the university terminates *after* you are fully vested under the Staff Plan (see Question 7 above), you may elect to begin your benefit payments as of any month following the month in which you attain age 55 up to the April 1 following the year in which you attain age 70½. If you decide to begin benefit payments when you turn age 65, your payments will be calculated as described in Question 11 of this Summary.

If you decide to begin benefit payments before you attain age 65, the monthly payments to which you are entitled (as described in Question 11) will be reduced according to your age at the time payments start. The monthly payments are lower because it is expected that you will receive benefit payments over a longer period of time than if you had waited until age 65 to start your payments. However, if your employment terminates after you attain age 60 and at that time you have completed 25 or more Years of Service, this reduction will not be made in your benefit payments.

If you decide to begin your benefit payments after you attain age 65, the monthly payments to which you are entitled will be increased because it is expected that you will receive your benefit payments over a shorter period of time than if benefit payments started at age 65.

If your employment with the university ends *before* you are vested under the Staff Plan, no benefit will be paid to you from the Plan. See Question 6 above.

14. How are my benefits paid?

Your benefit under the Staff Plan will be paid according to the following rules:

- If you are **not married** on the date benefit payments are to begin, your benefit will be paid as a single life annuity with monthly payments for your lifetime. No amounts will be paid to a beneficiary. Alternatively, you may elect to have your benefit paid as a 10-year certain annuity. Under a 10-year certain annuity, you receive a reduced monthly payment during your lifetime, but if you die before 120 payments are made, your beneficiary will receive the remainder of the 120 payments. If you receive 120 or more payments, no amount is paid to your beneficiary.
- If you are **married** on the date benefit payments are to begin, your benefit will be paid in the form of a “qualified joint and survivor annuity” unless you elect otherwise as described below. A qualified joint and survivor annuity is an annuity that pays a lifetime monthly benefit to you, and after your death pays a monthly benefit to your surviving spouse during your spouse’s remaining lifetime. The amount of the monthly benefit paid to you is smaller than the monthly amount of a single life annuity. The amount of the monthly benefit payable to your surviving spouse will be 50% of the monthly benefit payable during your lifetime -- a “qualified joint and 50% survivor annuity.” You have two other qualified joint and survivor options that pay smaller monthly benefits to you: a qualified joint and 75% survivor annuity (in which your surviving spouse receives 75% of your monthly benefit payments) or a qualified joint and 100% survivor annuity (in which your surviving spouse receives the same monthly benefit paid to you during your lifetime).

You may elect to receive benefits in a form other than a qualified joint and 50%,75%, or 100% survivor annuity, but that election requires the written consent of your spouse, properly notarized or witnessed by an authorized university representative on a form provided by the Plan Administrator. If a qualified joint and survivor annuity is waived with proper spousal consent, you may choose among the other distributions options that are available: a single life annuity or a 10-year certain annuity. These distribution forms are described under the previous bullet point. If you choose a 10-year certain annuity, you may name a beneficiary who is not your spouse, but your spouse must consent to that as well.

Exception: Whether you are married or not, if, after your employment ends, the total value of your vested benefit is \$5,000 or less (but more than \$1,000), your entire vested benefit will be rolled over directly to an IRA established in your name by the Plan Administrator unless you elect otherwise. Before the rollover occurs, you will be given the option of having your vested benefit paid in cash directly to you, or rolled over to another IRA or eligible retirement plan of your choice.

If the total value of your vested benefit is \$1,000 or less, the entire amount will be distributed to you in a single sum payment of cash within a reasonable period of time after your employment ends. Your benefit will not be automatically rolled over to an IRA established by the Plan Administrator, and you may not elect to delay distribution of your benefit. However, prior to the payment, you will be given the option of having your vested benefit rolled over to an IRA or eligible retirement plan of your choice.

As described above, if the actuarial value of your vested benefit at separation from service is \$5,000 or less but more than \$1,000, and you do not choose to receive it in cash or roll it over to another IRA or eligible retirement plan, an IRA account will be established in your name by the Plan Administrator. Upon deposit, assets in that IRA account will be invested in an investment option which is designed to preserve your principal account balance, provide a reasonable rate of return, and maintain liquidity. (However, the Plan Administrator does not guarantee the payment of principal or interest on amounts that are rolled over.) After the date of deposit, the Plan Administrator will not be responsible for directing the investment of amounts held in the IRA. Fees and expenses charged for the establishment and maintenance of your IRA account will be paid directly from your IRA account. For further information concerning the Plan's mandatory distribution procedures following termination of employment, IRA provider(s) selected by the Plan Administrator, and the fees and expenses charged for establishing and maintaining the IRA(s), please contact the Office of Retirement Plan Administration.

Additional information with respect to payment options is available from the Office of Benefits Administration. Please note: you should contact the Office of Benefits Administration approximately 60 days in advance of the date on which you wish to commence your pension payments to ensure you have adequate time to complete the necessary paperwork. You are not permitted to elect a retroactive starting date for your payments.

15. What happens if I die before receiving all of my benefits?

If you are a **married** Participant and you die after you are fully vested in your benefit (see Question 7 above) but *before* your benefit payments have begun, your surviving spouse will be entitled to receive a death benefit. The death benefit payable to your spouse will be a monthly annuity for your spouse's lifetime. Your spouse may elect, consistent with such procedures as the Plan Administrator may require, to begin the annuity payments as of any month coinciding with or following your death, but not earlier than the month in which you would have attained age 55 and not later than the month in which you would have attained age 65 (unless you die after age 65). The death benefit is calculated as if you had retired on the date of your death (or, if earlier, on the date your employment ended), elected the joint and 50% survivor annuity form of benefit to commence on the day before your spouse's annuity commences, and had died on the following day. However, if the value of the benefit payable to your spouse is not greater than \$5,000, the benefit will be paid to your spouse in a single sum payment as soon as practical after your death. If your spouse dies before you do, no benefit is payable from the Staff Plan upon your death.

No death benefit is payable under the Staff Plan if an **unmarried** Participant dies before his or her benefit payments begin.

For both **married and unmarried** Participants, if you die *after* your benefit payments begin, no benefit will be payable after your death except as may be provided under the form of payment in effect for your retirement benefits (see Question 14).

16. May the Staff Plan be amended or terminated?

The university reserves the right to amend, modify or terminate the Plan at any time in its sole discretion. Except under limited circumstances, the university may not amend the Plan retroactively to deprive any Participant or beneficiary of any benefit to which he or she was entitled prior to the amendment. In the event that the Staff Plan is terminated, all benefits under the Plan will become fully vested and will be distributed for the benefit of the retirees and Participants in accordance with the provisions of the Plan. If any material modifications are made to the Staff Plan, you will be notified.

Your pension benefits under the Staff Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Staff Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits. The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan terminates; and (3) certain benefits for your survivors. The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law for the year in which the plan terminates; (2) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the time the plan terminates; (3) benefits that are not vested because you have not worked long enough for your employer; (4) benefits for which you have not met all of the requirements at the time the plan terminates; (5) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security)

that result in an early retirement monthly benefit greater than your monthly benefit at the plan's normal retirement age; and (6) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay. Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your plan has and on how much the PBGC collects from employer.

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

17. Could I lose my right to benefits under the Staff Plan or could the value of my benefits decrease?

There are ways in which you could lose your right to benefits under the Staff Plan. Also, there are some circumstances in which the value of your benefits may be reduced.

- If you leave the university before you are fully vested (as described in Question 7), you will not have a right to benefit payments from the Staff Plan.
- If, before you are vested, you complete 500 or fewer hours of service during 5 or more consecutive 12-month periods (see Questions 8 and 9 above), then any Years of Service you have completed at that time will be disregarded for purposes of determining vesting and any pay you earned before that time will be ignored in calculating any future benefit payments.
- If the Staff Plan is terminated, you could lose some benefits if the Plan is not adequately funded and the PBGC does not guarantee all of your benefit (see Question 16 above).
- If you provide no notice to the Plan Administrator that you are retiring or are applying for benefits, or if you do not keep your current address on file with the Office of Benefits Administration, the payment of your benefits could be delayed.
- A portion or all of your benefit under the Staff Plan may be assigned under a "qualified domestic relations order." See Question 18 below for more details on these orders.
- If a contribution is made on your behalf to the University of Southern California Defined Contribution Retirement Plan with respect to any period for which you are earning a benefit under the Staff Plan, your benefit otherwise payable under the Staff Plan will be reduced to account for the university's contributions to the Defined Contribution Retirement Plan.

18. Are there any limits on Staff Plan benefits?

Federal law limits the amount of benefit which may accrue for you, and the Staff Plan is designed such that these limits should not affect your benefit.

Your benefits under the Staff Plan may not be assigned or pledged to others and are not subject to the claims of creditors, except in the case of a qualified court order for payments such as alimony, child support and the like, and as may otherwise be required or permitted by law. To the extent required by such a court order, the Plan Administrator may be required to direct the Trustee of the Staff Plan to make payments from your benefit to alternate payees named in such a court order.

19. Are there income tax implications for Participants in the Staff Plan?

The rules concerning federal and state income taxation of payments from the Staff Plan are complicated and you are strongly encouraged to seek professional tax advice before receiving any payments or selecting any payment option. For example, if your benefit or any portion thereof is paid in a lump sum, the amount paid will generally be subject to 20% federal income tax withholding. In addition, you will be subject to a 10% federal penalty and 2.5% California state penalty if you have not yet attained age 59½. However, these lump sum payments may be eligible for a tax-free rollover to an individual retirement account (“IRA”) or another eligible retirement plan. You may elect to transfer such a distribution directly to an IRA or other eligible retirement plan that accepts rollovers. Ask the Office of Benefits Administration for more information on these transfers.

In certain instances, the state income taxation rules are different from the federal income taxation rules with respect to payments from the Staff Plan, and you are encouraged to seek professional tax advice with respect to state income taxes that may apply at any given time.

20. What are the procedures for filing a claim under the Staff Plan?

If you believe you are being denied any rights or benefits under the Staff Plan, you (or your duly authorized representative) may file a claim in writing with the Plan Administrator through the Office of Benefits Administration. If the claim is denied, in whole or in part, the Plan Administrator will notify you in writing (or electronically if permissible under applicable law), giving the specific reasons for the decision, including specific reference to the pertinent plan provisions and a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary. The notice will also include a description of the Staff Plan’s review procedures, including a statement of your rights under ERISA to bring a civil action if your claim is denied upon review. The Plan Administrator will notify you of its decision within 90 days after it receives the claim (or within 180 days, if special circumstances exist requiring additional time, and if you have been given a written explanation for the extension within the initial 90-day period). At this time, you may request a review of the denial of the claim.

A request for review must be made in writing by you or your duly authorized representative to the Plan Administrator within 60 days after you receive the notice of denial. As part of the request, you (or your duly authorized representative) may submit written issues,

comments, and information to the Plan Administrator, and review or request (free of charge) copies of pertinent documents, records and other information relevant to your claim. The Plan Administrator will notify you of its decision in writing (or electronically if permissible under applicable law) within 60 days (or 120 days if special circumstances exist requiring more than 60 days and written notice of the extension is provided to you within the initial 60 day period) after the request has been received. If your claim is again denied on review, the decision will inform you of the specific reasons for the denial and will include references to pertinent plan provisions. The decision will also advise you of your rights to review or request (free of charge) copies of relevant documents, records and other information and your rights under ERISA to bring a civil action with respect to the denial of your claim.

Attached at Appendix A is a copy of the Staff Plan's full claims and appeals procedures.

21. What are my rights under ERISA?

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

- (a) examine, without charge, at the Office of Retirement Plan Administration and other specified locations (such as worksites and union halls), all documents governing the plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) filed by the university as the Plan Administrator with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration;
- (b) obtain copies of the documents governing the operation of the plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 series) and updated summary plan description, upon written request to the Office of Retirement Plan Administration. The Office of Retirement Plan Administration may make a reasonable charge for the copies;
- (c) receive a summary of the plan's annual financial report. The Office of Benefits Administration is required by law to furnish each Participant with a copy of this summary financial report;
- (d) obtain a statement telling a Participant (1) whether he or she has a right to receive a pension under the Staff Plan at age 65, and (2) the total amount he or she would receive under the Staff Plan if the Participant's employment terminated now. If you do not have a right to benefits, the statement will tell you how many more years you have to work to get a right to benefits under the Staff Plan. This statement must be requested in writing and is not required to be given more than once a year. The Office of Benefits Administration must provide the statement free of charge.

In addition to creating rights for plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the plans. The people who operate the plans, called "fiduciaries," have a duty to do so prudently and in the interest of all of the Participants and beneficiaries. No one, including the university or any other person, may fire or otherwise

discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a 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 Office of Benefits Administration 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 Office of Benefits Administration to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Office of Benefits Administration.

If you have a claim of benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plans' money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. In addition, if you disagree with the Plan Administrator's decision or lack thereof concerning the qualified status of a domestic relations order, 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.

If you have any questions about the Staff Plan, you should contact the Plan Administrator through the Office of Benefits Administration. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, 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.

22. What other information do I need to be aware of?

<u>Summary Plan Description</u>	This document is the official Summary Plan Description of the Staff Plan.
<u>Plan Name</u>	The official name of the plan is the University of Southern California Support Staff Retirement Plan.
<u>Plan Year</u>	The Plan Year for the plan is the calendar year.
<u>Plan Sponsor</u>	University of Southern California University Park Los Angeles, CA 90089-0704

<u>Employer Identification Number of Plan Sponsor</u>	95-1642394
<u>Plan Number</u>	004
<u>Plan Administrator</u>	<p>The Staff Plan is administered by the university:</p> <p>University of Southern California Office of Retirement Plan Administration CUB 200 Los Angeles, CA 90089-0704 (213) 821-8131</p> <p>As Administrator, the university has the discretionary authority to interpret and administer the plan, and its decisions are final and binding.</p>
<u>Agent for Legal Process</u>	<p>The agent for service of legal process is the university's General Counsel, at the following address:</p> <p>General Counsel University of Southern California University Park Los Angeles, CA 90089-5013 (213) 740-7922</p>
<u>Plan Trustee</u>	<p>The Trustee of the Staff Plan is:</p> <p>BNY Western Trust Company 700 South Flower St, Suite 200 Los Angeles, CA 90017-4104 1-800-634-7936</p>
<u>Plan Type</u>	The Staff Plan is a defined benefit plan intended to qualify under section 401(a) of the Internal Revenue Code.
<u>Plan Funding</u>	Benefits for the Staff Plan are funded from university contributions.
<u>Employment Rights</u>	Neither the Plan nor this Summary creates an employment contract or any right to continued employment at the university.

APPENDIX A

UNIVERSITY OF SOUTHERN CALIFORNIA DEFINED CONTRIBUTION RETIREMENT PLAN UNIVERSITY OF SOUTHERN CALIFORNIA TAX-DEFERRED ANNUITY PLAN UNIVERSITY OF SOUTHERN CALIFORNIA SUPPORT STAFF RETIREMENT PLAN

ERISA Section 503 Procedures

These Procedures have been established under the University of Southern California's Defined Contribution Retirement Plan, Tax-Deferred Annuity Plan and Support Staff Retirement Plan (the "Plans") to govern the administration of claims for benefits under the Plans (other than routine applications for benefits or plan elections). These Procedures are intended to comply with Section 503 of ERISA and with the regulations thereunder (the "Regulations").

1. *Definitions*. The following terms, when used in these Procedures, shall have the meanings set forth below:

- "Administrator": The University.
- "Appeal": An appeal duly undertaken by a Claimant or Representative from a Claim Denial.
- "Benefit": A benefit under the Plan (including the right to participate in the Plan), as determined in accordance with the terms of the Plan.
- "Claim": A request, demand or other claim for a Benefit brought by a Claimant or a Claimant's Representative. An application for a Benefit in the ordinary course, including any associated consents, elections or similar documentation, shall not constitute a Claim subject to these Procedures.
- "Claim Denial": Any adverse determination by the Administrator with respect to a Claim.
- "Claimant": A Plan participant or beneficiary who brings a Claim.
- "Claims Processor": The University's Office of Benefits Administration.
- "ERISA": The Employee Retirement Income Security Act of 1974, as amended.
- "Procedures": The procedures set forth herein, as the same may from time to time be amended and in effect.
- "Representative": In the case of any Claimant, either of the following: (i) an attorney at law who is in good standing and admitted to practice in the jurisdiction in which the Claimant resides or in California, and who has been duly authorized

by the Claimant to represent the Claimant with respect to a Claim, or (ii) any other person who is determined by the Administrator to be a “duly authorized representative” (as that term is used in the Regulations) of the Claimant. A person shall not be treated as a Representative if the Administrator determines that his or her representation of the Claimant with respect to the Claim would constitute the unauthorized practice of law by such person or would violate any other law or regulation. Any person purporting to be a Claimant’s Representative with respect to a Claim shall furnish to the Administrator a valid and effective power of attorney, or similar written authorization, that establishes to the satisfaction of the Administrator such person’s authority to represent the Claimant with respect to the Claim. Where a Claimant seeks to be represented with respect to a Claim by a person who is not described in clause (i), the Administrator may require the Claimant to acknowledge that he or she has been advised of his or her right to be represented by an attorney described in clause (i) and has chosen not to do so.

- “University:” The University of Southern California.

2. Applicability of Procedures. These Procedures shall apply to Claims brought on or after January 1, 2002.

3. Filing of Claims. Each Claim must be in writing and shall be deemed received by the Administrator upon the earlier of (a) actual receipt by the Claims Processor, or (b) the third business day following the date on which the Claim was mailed to the Claims Processor by U.S. mail, postage pre-paid, first class (including registered or certified) mail, at the following address:

Director, Retirement Plan Administration
University of Southern California
CUB 200
Los Angeles, CA 90089-0704

No Claim that is not in writing shall be taken into account under these Procedures.

4. Processing of Claims. The Administrator shall have a reasonable period of time in which to process any Claim; *provided*, that such period shall not exceed 90 days from the date on which the Claim is deemed received by the Administrator (as determined under Section 3 above) unless the Administrator determines that it needs additional time to process the Claim and so notifies the Claimant (or his or her Representative) within such initial 90-day period. If the Administrator determines that it needs more time, it may extend the initial 90-day period for up to an additional 90 days. Any notice to a Claimant or Representative extending the period for considering a Claim shall indicate the circumstances requiring the extension and the date by which the Administrator expects to render a determination with respect to the Claim.

5. Claim Denials. Any Claim Denial by the Administrator with respect to a Claim shall be furnished to the Claimant or Representative in writing and shall contain: (i) the specific reason or reasons for the Claim Denial; (ii) reference to the specific Plan provisions on which the

Claim Denial is based; (iii) a description of any additional material or information necessary for the Claimant or Representative to perfect the Claim and an explanation of why such material or information is necessary; and (iv) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's rights under Section 502(a) of ERISA to bring a civil action with respect to an adverse determination upon review. The Administrator may satisfy the notice requirements of clause (iv) of this Section 5 by furnishing to the Claimant or to his or her Representative a copy of these Procedures.

6. Appeal of Claim Denials. A Claimant who has received (or whose Representative has received) a Claim Denial shall have 60 days from the date of such receipt to appeal the Claim Denial. An Appeal shall be timely only if (i) received by the Administrator not later than the last day of such 60-day period or (ii) mailed by U.S. mail, postage pre-paid, first class (including registered or certified) mail, with a post mark not later than the last day of such 60-day period, to:

Administrator, Attn: Director, Retirement Plan Administration
University of Southern California
CUB 200
Los Angeles, CA 90089-0704

No Appeal that is not in writing shall be taken into account under these Procedures.

7. Determination of Appeals. All timely Appeals shall be considered by the Administrator, which shall take into account in its deliberations all comments, documents, records and other information submitted by the Claimant or Representative, whether submitted in connection with the Appeal or in connection with the original Claim. The Administrator shall consider a timely Appeal (as determined under Section 6) within a reasonable period of time, but not later than 60 days after receipt of the Appeal, unless the Administrator determines that special circumstances (such as the need to hold a hearing, which is permitted under these Procedures) require an extension of time. If the Administrator determines that an extension of time is required, it will cause written notice of the extension, including a description of the circumstances requiring an extension and the date by which the Administrator expects to render the determination on review, to be furnished to the Claimant or to his or her Representative prior to the termination of the initial 60-day period. In no event shall an extension exceed a period of 60 days from the end of the initial period; *provided*, that in the case of any extension of time required by the failure of the Claimant or Representative to submit information necessary for the Administrator to consider the Appeal, the period of time in which the Appeal is required to be considered pursuant to this Section 7 shall be tolled from the date on which notification of the extension is sent to the Claimant or Representative until the date on which the Claimant or Representative responds to the Administrator's request for additional information. Notice of the Administrator's determination with respect the Appeal shall be communicated to the Claimant or Representative in writing and, if adverse, shall include (i) the specific reason or reasons for the adverse determination; (ii) reference to the specific plan provisions on which the adverse determination was based; (iii) a statement reciting the Claimant's or Representative's rights under Section 8 of these Procedures; and (iv) a statement of the Claimant's rights under Section 502(a) of ERISA to bring a civil action with respect to the adverse determination upon review.

The Administrator may satisfy the notice requirements of clauses (iii) and (iv) of this Section 7 by furnishing to the Claimant or Representative a copy of these Procedures.

8. Certain Information. In connection with the determination of a Claim, or an Appeal, a Claimant or Representative may submit written comments, documents, records and other information relating to the Claim and may request copies of any documents, records and other information relevant to the Claim. An item shall be deemed “relevant” to a Claim if it (i) was relied upon in determining the Claim, or (ii) was submitted, considered or generated in the course of making such determination, or (iii) demonstrates that such determination was made in accordance with governing Plan documents (including, for this purpose, these Procedures) and that, where appropriate, Plan provisions have been applied consistently with similarly situated Claimants. The Administrator shall furnish free of charge copies of all relevant documents, records and other information so requested; *provided*, that nothing in these Procedures shall obligate the Administrator to disclose any document, record or information that is subject to a privilege (including, without limitation, the attorney-client privilege) or the disclosure of which would, in the judgment of the Administrator, violate any law or regulation.

9. Presumption Of Denial. In any case where the Administrator does not act upon a Claim within the period described in Section 4, or does not act upon an Appeal within the period described in Section 7, the Claim or the Appeal, as the case may be, shall, subject to the Regulations, be deemed denied as of the last day of the applicable period.

10. Rights of a Claimant Where Appeal is Denied. Where a Claimant’s Appeal is denied, the Claimant may be entitled to bring suit under Section 502(a) of ERISA. The Claimant’s actual entitlement, if any, to bring suit and the scope of and other rules pertaining to any such suit shall be governed by, and subject to the limitations of, applicable law, including ERISA. The U.S. Department of Labor has taken the position, as set forth in subsection (f) of the Regulations, that in the case of a failure of a plan to establish or follow claims procedures consistent with the requirements of the Regulations, a claimant shall be deemed to have exhausted the administrative remedied available under the plan and shall be entitled to pursue any available remedies under Section 502(a) of ERISA on the basis that the plan has failed to provide a reasonable claims procedures that would yield a decision on the merits of the claim.

11. Amendment of Procedures; Interpretation. These Procedures may be modified at any time and from time to time by action of a duly authorized officer of the University and shall be deemed automatically modified to incorporate any requirement attributable to a change in the Regulations after January 1, 2002. The Administrator shall have complete discretion to interpret and apply these Procedures, including, for purposes of applying these Procedures, the Regulations.

ADDENDUM TO ERISA SECTION 503 PROCEDURES

(Appointment of Authorized Representative)

Note to Claimant:

If you wish to have someone else represent you in submitting or pursuing a Claim under the attached Procedures, your representative *must* submit the attached statement (with your signature, if necessary) and any required accompanying documents.

DECLARATION OF AUTHORIZED REPRESENTATIVE

The undersigned representative (the "Representative") has been duly authorized to represent _____ (the "Claimant") with respect to a Claim or Appeal brought under the ERISA Section 503 Procedures (the "Procedures") established under the University of Southern California's Defined Contribution Retirement Plan, Tax-Deferred Annuity Plan, and Support Staff Retirement Plan (the "Plans"). The Representative acknowledges that he/she has been furnished a copy of the Procedures and has read and understood them. The Representative further states (check one):

_____ I am an attorney at law in good standing who is authorized to practice law in (check one) (attach a copy of the Power of Attorney authorizing representation):

- the State of California, or
- the jurisdiction in which the Claimant resides, if other than California (specify state: _____).

_____ I am not an attorney at law. By signing this Declaration below, the Claimant has authorized the Representative to act on his or her behalf.

The Representative further states that his or her representation of the Claimant with respect to the Claim or Appeal will not violate any law or regulation, including any rule prohibiting the unauthorized practice of law. The Representative acknowledges that any assignment of benefits by the Claimant to the Representative is unlawful and that the persons authorized to act on behalf of the Plans under the Procedures may refuse to deal with the Representative in connection with the Claim or Appeal if the Administrator of the Plans determines that any statement by the Representative in this Declaration is false or incomplete.

(Signature of Representative)

(Name of Representative)

(Street Address)

(City, State and ZIP)

(Telephone Number)

STATE OF _____

_____, ss. _____, 200__

Then personally appeared the above named _____ and acknowledged the foregoing to be his/her free act and deed, before me,

Notary Public
My commission expires: _____

(Signature of Claimant)

(Name of Claimant)

STATE OF _____

_____, ss. _____, 200__

Then personally appeared the above named _____ and acknowledged the foregoing to be his/her free act and deed, before me,

Notary Public
My commission expires: _____