# LAKESIDE INDUSTRIES Vision Reimbursement Plan Plan Document and Summary Plan Description

## I. Introduction

Lakeside Industries (the "Employer") hereby establishes the Lakeside Industries Vision Reimbursement Plan (the "Plan"), effective January 1, 2020 (the "Effective Date"). This document provides a description of the Plan. It constitutes the written plan document and the summary plan description for the Plan, as required by the Employee Retirement Income Security Act of 1974 (ERISA).

# II. Plan Benefits and Exclusions

The Plan reimburses out-of-pocket expenses incurred by "Eligible Participants" (as defined in Section III) for eye exams, prescription glasses (including sunglasses) and contact lenses up to \$200 every 12 months. A participant's reimbursement allowance resets on a rolling 12-month basis based on dates that expenses are incurred. Participants may visit any licensed eye care professional or optical provider. The Plan does not reimburse expenses for medical or surgical treatment of the eye (although these expenses may be covered under the medical plan in which the participant is enrolled).

## III. Eligibility

The following individuals are considered "Eligible Participants" under the Plan:

- o Employees who are eligible to participate in Lakeside Industries' Benefits Program
- o Dependents of eligible employees, including lawful spouses and children to age 26

# Leaves of Absence

Notwithstanding any provision to the contrary in this Plan, if an employee goes on an approved leave of absence, including leave under the Family and Medical Leave Act of 1993 (FMLA) (or similar state law) or qualifying military service under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), then to the extent required by applicable law and the Employer's policies, the Employer will continue to maintain Plan benefits on the same terms and conditions as if the employee had not gone out on leave.

## IV. Termination of Coverage

An employee's participation in the Plan will end upon the following events:

- The Employer ceases to provide the Plan.
- The employee terminates employment with the Employer.
- The employee ceases to qualify as an Eligible Participant.
- The employee fails to pay the required contribution (if any).

A dependent's participation in the Plan will end upon the following events:

- The Employer ceases to provide the Plan.
- $\circ$   $\;$  The employee terminates employment with the Employer.
- The dependent ceases to qualify as an Eligible Participant.
- The employee or dependent fails to pay the required contribution (if any).

## V. Claims Procedures

For a covered expense to be reimbursed by the Plan, a Vision Reimbursement Form must be submitted to the Lakeside Industries' Human Resources Department within 180 days of the date the expense was incurred. The reimbursement form must be accompanied by supporting documentation, such as a receipt from the eye care professional or optical provider. Human Resources processes vision reimbursement forms monthly. Forms submitted by the 7<sup>th</sup> day of the month are processed as part of the next payroll cycle. Forms submitted after the 7<sup>th</sup> day of the month are processed in the following month. If a reimbursement request is denied, there is a process for appealing the decision. Contact the Human Resources Department for additional information.

## VI. Continuation of Coverage

If coverage under the Plan for an Eligible Participant ceases because of certain "qualifying events," as specified under a federal law called the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) (e.g., termination of employment, reduction in hours, divorce, death, child ceasing to be an eligible dependent), the participant may have the right to elect to continue coverage for a limited period of time. More information about COBRA rights under the Plan is provided in the COBRA continuation coverage notice furnished separately by the Employer.

# VII. HIPAA Privacy Protections

As a group health plan subject to HIPAA, the Plan complies with the standards for how medical information about participants may be used and disclosed by the Plan or others in administration of their claims, and certain rights that they have. The Plan will not use or further disclose information that is protected by HIPAA ("protected health information") except as necessary for treatment, payment, health plan operations and plan administration, or as permitted or required by law. By law, the Plan has required its business associates to also observe HIPAA's privacy rules. In particular, the Plan will not, without authorization, use or disclose protected health information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor. Under HIPAA, you have certain rights with respect to your protected health information, including certain rights to see and copy the information, receive an accounting of certain disclosures of the information and, under certain circumstances, amend the information. You also have the right to file a complaint with the Plan or with the Secretary of the U.S. Department of Health and Human Services if you believe your rights under HIPAA have been violated. If you have questions about the privacy of your health information, or if you wish to file a complaint under HIPAA, please contact Lakeside's Human Resources Department.

A complete description of your rights under HIPAA can be found in the Plan's Privacy Notice. The Privacy Notice is distributed annually as part of open enrollment and upon request. For a copy of the Plan's Privacy Notice, please contact the Human Resources Department.

## VIII. Plan Administration

The Plan Administrator is Lakeside Industries, Inc. The Plan must be administered by the Plan Administrator in accordance with the provisions of ERISA. An individual or a committee may be appointed by Lakeside Industries, Inc. to act on its behalf as the Plan Administrator. The Plan Administrator shall perform its duties as the Plan Administrator and in its sole discretion shall determine appropriate courses of action in light of the reason and purpose for which this Plan is established and maintained. In particular, the Plan Administrator shall have full and sole discretionary authority to interpret all Plan documents and to make all interpretive and factual determinations as to whether any individual is entitled to receive any benefit under the terms of this Plan.

## IX. Amendment and Termination

The Employer has the right to amend or terminate the Plan at any time. The Plan may be amended or terminated by a written instrument signed by a duly authorized officer of the Employer. Eligible Participants will be notified of any material modification to the Plan benefits.

## X. Governing Law

The Plan shall be construed and enforced according to the laws of Washington, except to the extent required by federal law.

## XI. Statement of ERISA Rights

## **Your Rights**

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 shall be entitled to the following:

You can 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 Employee Benefits Security Administration.

You can 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 administrator may make a reasonable charge for the copies.

The plan administrator is required by law to furnish each participant with a copy of the summary of his/her annual financial report.

# **Continue Group Health Plan Coverage**

You can continue health care coverage for yourself, spouse, or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such

coverage. Review this summary plan description 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 plan 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 plan participants and beneficiaries. No one, including your employer, your union, 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 it within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file 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 if, for example, it finds your claim is frivolous.

## **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 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 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.

#### **XII. Plan Identifying Information**

#### **Employer Information**

Lakeside Industries, Inc. P.O. Box 7016 6505 226th Place S.E., Suite 200 Issaquah, Washington 98027 (425) 313-2600 EIN: 91-0751657

#### **Plan Name**

The name of the Plan is the Lakeside Industries Vision Reimbursement Plan.

#### **Plan Effective Date**

The effective date of the Plan is January 1, 2019.

#### Type of Plan and Administration

The Plan is a welfare benefit plan subject to the provisions of ERISA. The Plan is administered by the Plan Administrator or its designee.

#### **Plan Year**

The Plan year is January 1.

#### **Plan Number**

The Plan number is 501.

#### **Funding and Contributions**

The Plan services are self-funded by the Employer. The cost of the Plan is paid by the Employer out of its general assets. Plan costs may also be paid in part by Eligible Participant contributions, as determined by the Employer in its sole discretion and subject to the terms of the Plan. The Employer will determine and periodically communicate the Eligible Participant's share of the cost to participate in the Plan (if any), and it may change that determination at any time. Nothing in the Plan is intended to require the establishment of a trust.

#### **Plan Sponsor**

Lakeside Industries, Inc. P.O. Box 7016 6505 226th Place S.E., Suite 200 Issaquah, Washington 98027 (425) 313-2600

#### **Plan Administrator and Named Fiduciary**

Lakeside Industries, Inc. P.O. Box 7016 6505 226th Place S.E., Suite 200 Issaquah, Washington 98027 (425) 313-2600

### Agent for Service of Legal Process

Lakeside Industries, Inc. President P.O. Box 7016 6505 226th Place S.E., Suite 200 Issaquah, Washington 98027 (425) 313-2600

Service of legal process may also be made on the Plan Administrator.

#### **Claims Administrator**

Lakeside Industries, Inc. P.O. Box 7016 6505 226th Place S.E., Suite 200 Issaquah, Washington 98027 (425) 313-2600

## XIII. Execution of Plan Document and Summary Plan Description

This document is executed this 22<sup>nd</sup> day of September, 2022.

## Lakeside Industries, Inc.

Lan Sluiflut Authorized signature

Kari Shiflett

Name

HR Director

Title