

**January 1, 2016**  
**SUMMARY PLAN DESCRIPTION**  
**FOR MEMBERS AND PARTICIPANTS OF THE**  
**WAYNE COUNTY DEFINED CONTRIBUTION PLAN**

This is only a summary intended to familiarize you with the major provisions of the Plan. You should read this summary closely. If you have any questions and before you make any important decisions based on your understanding of the Plan from this summary, you should contact the Plan Administrator at the address shown in this summary.

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## ***INTRODUCTION***

The Wayne County Defined Contribution Plan (formerly known as Wayne County Defined Contribution Plan #4 and #5) helps you build financial security for your retirement by permitting contributions to your Plan account to accumulate tax-free until you need them for your retirement. The provisions of the Plan are governed by Chapter 141 of the Wayne County Code of Ordinances- Retirement (Retirement Ordinance), and your coverage group (Collective Bargaining Agreement or Benefit Plan Document).

This document describes the Plan as in effect on January 1, 2016, and is intended to be a summary of the Wayne County Defined Contribution Plan Document. Please refer to the Plan Document for more information.

### **Employer Has Discretion to Interpret Plan**

The **Employer** has discretionary authority to interpret and construe the provisions of the Plan, to determine your eligibility for benefits under the Plan, and to resolve any disputes that arise under the Plan. The **Employer** may delegate this authority as provided under the Plan.

### **The Interactive Voice Response Service (IVR)**

The 24 hour voice response system allows you to access information about your Account using a touch-tone telephone. To access, call 877.778.2100. Our toll-free system enables you to perform certain transactions, investment transactions, and investment changes, in accordance with the terms of your Plan.

The Interactive Voice Response Service (IVR) is normally available 24 hours a day, 7 days a week, except during a brief period of approximately 20 minutes each morning between the hours of 3:30 a.m. and 7:00 a.m., eastern time.

### **Prudential Retirement Online Retirement Center - Internet Service**

The Prudential Retirement Online Retirement Center allows Internet access to your Account using your personal computer. The Online Center is available 24 hours a day, 7 days a week. You can access the Prudential Retirement Online Retirement Center at [www.prudential.com./online/retirement](http://www.prudential.com./online/retirement).

## ***SPECIAL DEFINITIONS***

To help you better understand how the Plan works, the following Plan terms have the special meanings given in **SPECIAL DEFINITIONS** when they are used in this booklet. When you see a capitalized term in bold-face print and are not certain what it means, you can refer back to this section for the meaning.

In addition to these "**Special Definitions**" which are used throughout the booklet, you may see some **terms** that are also in bold-face print, but that are not capitalized. These **terms** have special meanings that are given in the particular section of the booklet where the **term** is used.

- \* The "**Administrator**" is responsible for the day-to-day administration of the Plan, such as collecting election forms from **Employees**. The **Administrator** is:

Wayne County Employees' Retirement System  
Attn: Executive Director  
Suite 1900  
28 West Adams Street  
Detroit, MI 48226  
(313) 224-2822

- \* An "**After-Tax Contribution**" means contribution to the Plan on an after-tax basis. Although your **After-Tax Contributions** are taxed before you contribute them to the Plan, any earnings on them accumulate tax-free until they are distributed to you under the terms of the Plan.
- \* Your "**Beneficiary**" means the person (or persons) entitled to receive distribution of your Plan account if you die before your Plan account has been fully distributed to you.
- \* Your "**Compensation**" means the compensation from your **Employer** that is taken into account in determining the amount of contributions that your **Employer** can make to the Plan on your behalf or that you can make to the Plan. Per the Retirement Ordinance, **Compensation** for any period means, to the extent not excluded by the terms of an applicable collective bargaining agreement, benefit plan document, or resolution of the county board of commissioners, your base salary and wages, overtime, premium pay, cost of living payments, and holiday pay for such period. Your **Compensation** includes:
  - \* your salary or wage deferrals to a 457 or cafeteria plan.
- \* pay you receive after your termination of employment for your services before termination, including your regular pay and, if otherwise included in **Compensation**, overtime, premium pay, etc.; provided payment is made before the later of 2 1/2 months following termination or the end of the year in which termination occurs.

- \* Your **Compensation** does *not* include differential pay you receive while absent because of qualified military service.

Generally, **Compensation** that you earn before you become eligible to participate in the Plan is not included in determining the amount of contributions that your **Employer** can make to the Plan on your behalf or the amount of **After-Tax Contributions** that you can elect to make to the Plan. Tax rules limit the amount of **Compensation** that may be taken into account under the Plan each year. For 2016 the maximum amount is \$265,000 (this amount may be adjusted in future years).

- \* You are an "**Employee**" covered by the Plan if you are an employee of the **Employer** and granted membership in your coverage group.

- \* Your "**Employer**" means Wayne County, Wayne County Airport Authority, Wayne County Third Circuit Court, any other entity that is entitled to participate in the Plan pursuant to Chapter 141 of the Wayne County Code of Ordinances, Retirement, and any successor(s) thereto.

- \* An "**Employer Contribution**" means any contribution that your **Employer** makes to the Plan on your behalf.

- \* Your "**Normal Retirement Date**" means the date as defined by your coverage group.

- \* A "**Pick-Up Contribution**" means the required pre-tax contributions you make to the Plan as a condition of your employment that are "picked up" in accordance with Code Section 414(h)(2) and treated as employer contributions. **Pick-Up Contributions** are not included in your taxable income for the year in which they are contributed to the Plan, but are taxable when they are distributed to you.

- \* A "**Plan Year**" means the 12-consecutive-month period ending December 31, 2016 and each 12-consecutive-month period thereafter.

- \* A "**Rollover Contribution**" means any qualified cash contribution that you elect to roll over to the Plan from another retirement plan or from a rollover IRA.

- \* The "**Trustee**" holds the Plan assets in trust for the benefit of covered **Employees** and may be a bank, an insurance company, or a group of individuals chosen by the Plan Administrator.

- \* A "**Valuation Date**" means a date on which the trust is valued and Plan accounts are adjusted to reflect investment earnings or losses. A **Valuation Date** under the Plan is the date or dates designated by the Plan Administrator.

- \* Your "**Vesting Service**" means the service credited to you for each 365 days for determining your vested interest in the value of the **Employer Contributions** (including any investment gains or losses on them) in your Plan account.

## *SERVICE CREDITING*

### Vesting Service

**Vesting Service** is used to determine your vested interest in the value of the **Employer Contributions** (including any investment gains or losses on them) in your Plan account. Your vested interest means the percentage of your Employer Contribution that has been made to the Plan on your behalf that you are entitled to receive upon distribution.

### Crediting of Vesting Service

You shall be credited with Vesting Service for the period that you are an Eligible Employee making required Contributions to the Plan. You will be credited with a year of **Vesting Service** for each 365 days of **Vesting Service**.

### *ELIGIBILITY*

Depending on your coverage group, you may be required to complete and execute all enrollment or application forms required by your **Administrator** to participate in the Plan. According to the Retirement Ordinance, if you fail to complete your enrollment forms, you will be defaulted in the Plan per your coverage group. The election will take place as soon as administratively feasible. If you make **Contributions** to the Plan, you are also eligible to make additional voluntary after-tax contributions. Employees not required participate in the Plan may make voluntary contributions if your coverage group allows it.

### *CONTRIBUTIONS*

To participate in the Plan, you are required to make **Contributions** to the Plan by payroll withholding as outlined by your coverage group and the Retirement Ordinance. Contributions may be before-tax (pick-up contributions) or after-tax. The type of contribution you make depends on your coverage group. Regardless of the plan you are in, you may be eligible to make voluntary after-tax contributions.

### *AFTER-TAX CONTRIBUTIONS*

Once you are eligible to participate in the Plan, you may make **After-Tax Contributions** to the Plan by payroll withholding.

### **How to Make an Election**

To make **After-Tax Contributions**, you must file your election with the **Administrator** before the date on which your election is to become effective as the **Administrator** prescribes.

Your election may authorize your **Employer** to deduct a portion of your **Compensation** as your contribution to the Plan. Your **After-Tax Contributions** will commence in accordance with your election beginning with the first payment of **Compensation** on or after the date your election is effective.

### **Amount of After-Tax Contributions**

The amount you authorize your **Employer** to withhold from your **Compensation** as an **After-Tax Contribution** may be a percentage of your **Compensation** (in .5 percentage points or a flat dollar amount) of not less than 1% nor more than 7.5% or as authorized by your coverage group.

### **Change in Amount of After-Tax Contributions**

You may change the amount you authorize your **Employer** to withhold from your future **Compensation** as soon as administratively possible. To change the amount of your **After-Tax Contribution**, you must file a new election with the **Administrator**. You can download the form to complete this change at [www.wcers.org](http://www.wcers.org).

### **Vested Interest in After-Tax Contributions**

You are always 100% vested in the value of your **Contributions** (including any investment gains or losses on them) in your Plan account.

## ***ROLLOVER CONTRIBUTIONS***

### **Rollover Contributions**

If you are an **Employee**, you may elect to roll over qualified distributions from another plan or a rollover IRA into the Plan. Internal Revenue Code rules govern whether a distribution from another plan or an IRA qualifies for roll over into the Plan. The **Administrator** may require you to provide information to show that the distribution you want to roll over qualifies under the Internal Revenue Code rules.

Your **Rollover Contribution** will become subject to all the terms and conditions of the Plan and will only be distributable to you under the terms of the Plan.

### **Vested Interest in Rollover Contributions**

You are always 100% vested in the value of the **Rollover Contributions** (including any investment gains or losses on them) in your Plan account.

### ***EMPLOYER CONTRIBUTIONS***

The Plan provides for your **Employer** to make **Employer Contributions** to the Plan on your behalf in an amount which is based on your coverage group. You are not taxed on any **Employer Contributions** that may be made on your behalf until distribution is made to you from your Plan account.

The percentage of the value of the **Employer Contributions** (including any investment gains or losses on them) in your Plan account that you are entitled to receive upon distribution is your vested interest in your **Employer Contributions** Plan account as outlined in your coverage group.

### **Amount of Employer Contributions**

Your **Employer** may make an **Employer Contribution** on your behalf for each **Contribution Period** equal to the amount specified in your coverage group. If an **Employer Contribution** is made, it may be a matching contribution or a set percentage based on your eligible contributions to the Plan.

### **Vested Interest in Employer Contributions**

Your vested interest in the value of the **Employer Contributions** (including any investment gains or losses on them) in your Plan account is determined in accordance with applicable Federal, State, or local law or under the terms of your coverage group.

Even if you have not otherwise completed enough years of **Vesting Service** to be 100% vested in the value of the **Employer Contributions** (including any investment gains or losses on them) in your Plan account, you will become 100% vested if you retire from employment with your **Employer** on or after your **Normal Retirement Date**, or the date you become physically or mentally disabled because of a duty-related injury while you are still in the employment of your **Employer**. Refer to the Ordinance and coverage group for specific information.

### ***LIMITATIONS ON CONTRIBUTIONS***

Contributions to the Plan are subject to maximum limitations under the Internal Revenue Code and other applicable law. Amounts that would exceed those limits will be distributed or forfeited as provided under the Plan.

## ***LOANS FROM YOUR PLAN ACCOUNT***

Depending on your coverage group, and the Defined Contribution Loan Policy (you can access same online at [www.wcers.org](http://www.wcers.org) ), you may be able to apply for a loan from your personal plan account. You can apply by calling 1-877-PRU-2100 (1-877-778-2100) or by going online. The Prudential Retirement Online Retirement Center allows internet access to your Account using your personal computer. The Online Center is available 24 hours a day, 7 days a week. You can access the Online Center by visiting [www.Prudential.com/online/retirement](http://www.Prudential.com/online/retirement). Any Plan loan made to you will be treated as a separate investment of the assets held in your Plan account.

## ***FORFEITURE OF NON-VESTED AMOUNTS***

If your employment terminates with your **Employer** (and all **Related Employers**) and you are not 100% vested in the value of the **Employer Contributions** (including any investment gains or losses on them) in your Plan account at the time that your employment terminates, you will forfeit the non-vested balance of your Plan account. If you forfeit the non-vested balance of your Plan account, the forfeited amount may be used to reduce the amount of the Plan's contribution obligations for any subsequent Contribution Period or may be applied against Plan expenses.

### **Timing of Forfeiture**

If you have no vested interest in the **Employer Contributions** held in your Plan account, the **Employer Contributions**, and any investment earnings on those contributions, held in your Plan account will be forfeited on the date your employment terminates.

If you are not vested at the time of termination, the unvested portion will be forfeited upon requesting a distribution or upon reaching 5 years of termination without rehiring.

### **Forfeited contributory credited service; reinstatement program**

A member may reinstate forfeited credited service for service rendered during a period of required defined contribution member contributions by paying the retirement system the total amount previously withdrawn. Repayment is initiated and completed within the time periods established by the retirement commission.

## ***DISTRIBUTION OF YOUR PLAN ACCOUNT***

### **Timing of Distribution**

If your employment terminates with your **Employer**, the Plan permits distribution of your Plan account. Distribution may be made as soon as administratively feasible.

### **Suspension of Distribution**

If you are re-employed by the Employer (or a Related Employer) before distribution of your full Vested Interest in your Account has been made, distribution of your Account will be suspended until your re-employment terminates.

### **Distribution to You**

If distribution of your Plan account is to be made to you in a single-sum payment, the full value of your Plan account will be distributed to you when you receive the single-sum payment. You may elect instead to receive distribution of all or any portion of your Plan account at any time prior to the date minimum distributions are required to begin under Federal law.

If distribution of your Plan account is to be made to you in a series of installment payments, the full value of your Plan account will be distributed to you when you receive the final installment payment.

### **Distribution to Your Beneficiary**

If you die before distribution of the full value of your Plan account has been made to you, distribution of your Plan account will be made to your **Beneficiary** as soon as reasonably practicable following the date your **Beneficiary** files an application for distribution with the **Administrator**. Unless distribution of your Plan account is to be made to your **Beneficiary** in a series of installment payments, distribution to your **Beneficiary** made in a single-sum payment no later than the end of the fifth calendar year beginning after your death. If there is no designated Beneficiary, your account will be paid to your Estate.

### **Direct Rollover Requirements**

If the distribution of your Plan account is eligible for rollover into an Individual Retirement Account (or "IRA") or other eligible retirement plan, you can elect to have the distribution transferred directly into the Individual Retirement Account or other eligible retirement plan. If you do not elect to have a distribution eligible for rollover directly transferred into an Individual Retirement Account or other eligible retirement plan, a 20% mandatory Federal income tax withholding applies to the distribution. If a distribution of your Plan account to your spouse Beneficiary is eligible for rollover, the rollover election and mandatory tax withholding apply to the distribution.

## ***FORM OF PAYMENT***

### **Normal Form of Payment to You**

Unless you elect one of the optional forms of payment described below, distribution of your Plan account will be made to you in a single-sum payment.

### **Optional Forms of Payment**

If your employment with the **Employer** terminates after your **Normal Retirement Date**, you may elect to have distribution of your Plan account made in one of the optional forms of payment provided under the Plan. The optional forms of payment available under the Plan are:

- \* *Partial distribution.* Instead of a single-sum payment of your Plan account, you may elect to receive distribution of any portion of your Plan account at any time prior to the date minimum distributions are required to begin under Federal law.
- \* *A series of installment payments.* You specify the period over which installment payments will be paid. Under Federal law, however, the maximum period over which installment payments may be paid cannot exceed your life expectancy or the joint life expectancies of you and your **Beneficiary**. For purposes of determining the maximum payment period, your life expectancy, and the life expectancy of your **Beneficiary**, if applicable, will be calculated only once, at the time installment payments begin.

Installment payments will be paid in reasonably equal payments, except as necessary to reflect increases or decreases in the value of your Plan account.

Depending on your coverage group, if you are an active participant in the Plan (e.g., you are making **After-Tax Contributions** to the Plan), you (or your **Beneficiary** if you die while an active participant) may elect to transfer your interest in the Plan to the Wayne County Defined Benefit Plan to be paid out in accordance with the terms of that Plan if allowed by your coverage group

### **Overriding Cash Out Provision**

If the value of your vested interest in your Plan account is \$5,000 or less, your Plan account will be "**cash out**" by distributing your vested interest in your Plan account to you in a single-sum payment. Your Plan account will be **cash out** even if you have elected a form of payment other than a single-sum payment upon termination

## ***YOUR BENEFICIARY UNDER THE PLAN***

You may designate a **Beneficiary** to receive distribution of your Plan account if you die, by phone or online with Prudential. Your **Beneficiary** will not change until you update your designation with **Prudential**.

### **Effect of Marriage on Prior Beneficiary Designation**

If you designate a non-spouse **Beneficiary** and then get married, your prior **Beneficiary** designation will be ineffective.

### **When There is no Designated Beneficiary**

If you die without designating a **Beneficiary**, or if no **Beneficiary** survives you, your **Beneficiary** will be your surviving spouse or, if you have no surviving spouse, your estate.

### **Spousal Consent to Beneficiary Designation**

If you designate a **Beneficiary** other than your spouse, your spouse must sign a written consent to your designation of **Beneficiary**. Your spouse's written consent must be witnessed by a Plan representative or a notary public.

Your spouse's written consent will not be required if you have a court order stating that your spouse cannot be located or that you are legally separated from your spouse, or a court order stating that your spouse has abandoned you.

## ***CLAIMS FOR BENEFITS***

Your application for benefits under the Plan should be sent to the **Administrator**.

Pursuant to Section 141-33 (c) of the Retirement Ordinance, if you disagree with a decision made by the **Administrator** regarding a claim under the Plan, you have the right to appeal the denial of your claim, and request a hearing before the Retirement Commission. The appeal shall be in writing filed with the Retirement System within 45 days of the date of the notification of denial of your claim. The appeal shall contain a statement of the claimant's reasons for claiming the denial to be improper.

The Retirement Commission shall schedule a hearing of the appeal before the Retirement Commission within 60 days of receipt of the appeal. Adjournments by the benefit claimant of the hearing of the appeal may be granted by the Executive Director upon good cause shown, but in no event shall the adjournment go beyond 60 days of receipt of the appeal.

## *AMENDMENT AND TERMINATION OF THE PLAN*

### **Plan Amendment**

The **Employer** reserves the right to amend the Plan, either prospectively or retroactively.

### **Plan Termination**

The **Employer** reserves the right to terminate the Plan at any time. In addition, an **Employer** may withdraw from the Plan at any time. If an **Employer** withdraws from the Plan, it will be treated as a termination of the Plan with respect to **Employees** of the withdrawing **Employer**. If the Plan is terminated, all assets of the Plan remaining after payment of Plan expenses belong to the participants in the Plan. Generally, Plan assets cannot revert to an **Employer**.

If the Plan is terminated, you will be 100% vested in the value of the **Employer Contributions** (including any investment gains or losses on them) in your Plan account and distribution of your Plan account will be made as permitted under Federal law.

## *MISCELLANEOUS INFORMATION*

### **Plan Booklet Does Not Create Employment Contract**

The only purpose of this booklet is to provide you with information about the benefits available under the Plan. The benefits described are not conditions of employment. Nor is the booklet intended to create an employment contract between you and your **Employer**. Nothing in this booklet should be construed as a limitation on your or your **Employer's** right to terminate your employment at any time, with or without cause.

### **No Guarantees Regarding Investment Performance**

Neither the **Employer**, the **Administrator** nor the **Trustee** guarantees any particular investment gain or appreciation on your Plan account nor guarantees your Plan account against investment losses or depreciation.

Investment and Administrative Expenses are paid from plan assets. Each investment option of the plan has an expense for its service (expense ratio). This expense is paid from the investment option's returns prior to the Plan account receiving its investment return. In some instances a portion of this expense is used to pay for administrative expense in addition to the investment expenses.

### **Eligible Domestic Relations Orders**

Generally, Federal law prohibits payment of your Plan account to someone other than you, unless you have died. An exception to this rule is made for **Eligible Domestic Relations Orders (EDRO)**. When a Retirement System member divorces, and the parties agree that the ex-spouse is entitled to a share in the member's retirement plan account, a court entered EDRO must be filed with the Retirement System. Please refer to the EDRO Act, MCL 38.1701, et seq, and [www.wcers.org](http://www.wcers.org) for more information.

### **Return of Contributions to Your Employer**

If your **Employer** makes a contribution to the Plan on your behalf by mistake, that contribution will be returned to your **Employer** in accordance with Federal law.

### ***MORE THINGS YOU SHOULD KNOW***

Your **Employer** makes contributions to the Plan solely for your benefit. All the assets of the Plan are held for the exclusive benefit of participants and their beneficiaries. The Plan is qualified under the Internal Revenue Code as a profit-sharing plan.

If your employment terminates with your **Employer** (and all **Related Employers**) before you are fully vested in your Plan account, you will lose the non-vested balance of your Plan account.

Plan assets are held in individual accounts.

### ***YOUR RIGHTS UNDER THE PLAN***

As a participant of the Plan, you should know as much as possible about your Plan benefits. You are entitled to:

- \* Copies of all Plan documents and other Plan information filed by the Plan Administrator.
- \* Receive from the Plan Administrator a summary of the Plan's annual financial report.
- \* Obtain information as to whether a particular employer has adopted the Plan and, if so, the employer's address, upon written request addressed to the Plan Administrator.
- \* Receive a written explanation with respect to any denied benefit claim regarding the reasons for the denial and the steps you must take in order to have the denial reviewed and reconsidered.

The people who are responsible for the operation of the Plan are called "fiduciaries" and have a duty to act prudently and in the best interest of participants and their beneficiaries. No one, including your **Employer**, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under the Plan.

If you have any questions, you should contact the Plan Administrator at the address indicated at the end of this booklet.

### ***ADDITIONAL INFORMATION***

#### **Plan Administrator**

The Plan Administrator (which may or may not also be the **Administrator**) is:

Wayne County Employees' Retirement System  
Attn: Executive Director  
Suite 1900  
28 West Adams Street  
Detroit, MI 48226  
(313) 224 2822

#### **Agent for Service of Legal Process**

Legal process may be served on:

Wayne County Employees' Retirement System  
Attn: Executive Director  
Suite 1900  
28 West Adams Street  
Detroit, MI 48226  
(313) 224 2822

#### **Employer**

Your **Employer** is one of the following:

Charter County of Wayne  
Guardian Building  
500 Griswold  
Detroit, MI 48226

Wayne County Airport Authority  
1 LC Smith Building  
Detroit, MI 48242

Third Judicial Court of Michigan  
2 Woodward Avenue  
Detroit, MI 48226

**Employer Identification Number**

The **Employer's** employer identification number for purposes of helping to identify the Plan is:  
38-6004895

**Plan Number**

The Plan number for purposes of helping to identify the Plan is:

004

**Trustee and Insurance Company**

The **Trustee** is:

Prudential Bank & Trust, FSB  
280 Trumbull Street, H07E  
Hartford, CT 06103