FOR YOUR BENEFIT

UFCW Unions & Participating Employers Health & Welfare Fund

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New DIABETES, PREDIABETES, and WEIGHT LOSS Benefit Available – Virta Health

The following applies to active participants and eligible dependents in Plans Y, Y20, Y30, and JSS2.

The United Food and Commercial Workers Unions and Participating Employers Health and Welfare Fund ("Fund") is proud to announce a new covered benefit for diabetes, prediabetes, and weight loss.

Effective July 1, 2026, eligible participants and dependents may enroll in the Virta Health virtual care program ("Virta") at no cost. Some benefits available through the program include access to a dedicated care team, including physicians and health coaches, along with tools (for example, a connected digital scale and phone app-based guidance).

Virta's program is designed to help you meet weight loss goals, improve metabolic health, and prevent or reverse chronic conditions like prediabetes and type 2 diabetes. Virta's approach focuses on personalized nutrition, expert medical care, and ongoing coaching to address the root causes of weight gain and metabolic disease.

Ready to explore your resources? Learn more or enroll starting July 1, 2026 at **go.virta.com/optumrx**

This issue—

The purpose of this newsletter is to explain your benefits in easy, uncomplicated language. It is not as specific or detailed as the formal Plan documents. Those documents always govern.

Summary of Material Modifications

The Board of Trustees of the United Food and Commercial Workers Unions and Participating Employers Health and Welfare Fund ("Fund") has adopted the following change to the UFCW Unions and Participating Employers Health and Welfare Plan. Please keep this document with your Summary Plan Description ("SPD") and your Summary of Benefits and Coverage ("SBC").

Effective September 25, 2025, the "Subrogation" section of your SPD is revised as follows:

SUBROGATION

Were you or your dependent injured in a car accident or other accident for which someone else may be responsible? If so, that person (or his/her insurance) may be liable for paying your (or your eligible dependent's) Medical and Weekly Disability expenses, and these expenses would not be covered under the *Fund*.

Waiting for a third party to pay for these injuries may be difficult. Since recovery from a third party can take a long time (you may have to go to court) and your creditors will not wait patiently, as a service to you, the *Fund* will advance your (or your dependent's) benefits based on the requirement that you reimburse the *Fund* in full from any recovery you or your dependent may receive, no matter how it is characterized. This means that you must reimburse the *Fund* if you obtain any recovery from any source, person or entity. This reimbursement and subrogation program is a service to you and your dependents. It provides for the early payment of benefits and also saves the *Fund* money (which saves you money too) by making sure that the responsible party pays for claims incurred relating to your or your dependent's injuries.

You and/or your dependent are required to notify the *Fund* or its designated representative of any accident or *Injury* for which someone else may be liable. You also must promptly respond to any questionnaire or inquiry sent from the *Fund's* subrogation provider. Further, you must notify the *Fund* or its designated representative within ten days of the initiation of any lawsuit or settlement negotiations relating to the accident and of the conclusion of any settlement, judgment or payment relating to the accident to protect the *Fund's* claims.

If you or your dependent receive any benefit payments from the *Fund* for any *Injury* or *Sickness*, and you or your dependent recover any amount from any third party or parties in connection with that *Injury* or *Sickness*, you or your dependent must reimburse the *Fund* from that recovery the total amount of all benefit payments the *Fund* made or will make on your or your dependent's behalf in connection with such *Injury* or *Sickness*. Also, if you or your dependent receive any benefit payments from the *Fund* for any *Injury* or *Sickness*, the *Fund* is subrogated to all rights of recovery available to you or your dependent arising out of any claim, demand, cause of action or right of recovery that has accrued, may accrue or which is asserted in connection with such *Injury* or *Sickness*, to the extent of any and all related benefit payments made or to be made by the *Fund* on your or your dependent's behalf. This means that the *Fund* has an independent right to bring an action in connection with such *Injury* or *Sickness* in your or your dependent's name and also has a right to intervene in any action brought by you or your dependent, including any action against an insurance carrier that has an uninsured or underinsured motor vehicle policy.

The *Fund's* rights of reimbursement and subrogation apply regardless of the terms of the claim, demand, right of recovery, cause of action, judgment, award, settlement, compromise, insurance or order, regardless of whether the third party is found responsible or liable for the *Injury* or *Sickness*, and regardless of whether you and/or your dependent actually receive the full amount of such judgment, award, settlement, compromise, insurance or order. The *Fund's* rights of reimbursement and subrogation provide the *Fund* with first priority to any and all recovery in connection with the *Injury* and *Sickness*, whether such recovery is full or partial and no matter how such recovery is characterized, why or by whom it is paid, or the type of expense for which it is specified. This recovery includes amounts payable under your or your dependent's own uninsured motorist insurance, under-insured motorist insurance, or any medical pay or no-fault benefits payable. The "make-whole" doctrine does not apply to the *Fund's* rights of reimbursement and subrogation. The *Fund's* rights of reimbursement and subrogation are for the full amount of all related benefits payments; this amount is not offset by legal costs, attorney's fees or other expenses incurred by you *or* your dependent in obtaining recovery.

The *Fund* shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the *Fund* on any amount received by you, your dependent or a representative of you or your dependent (including an attorney) that is due to the *Fund* under this Section, and any such amount is deemed to be held in trust by you or your dependent for the benefit of the *Fund* until paid to the *Fund*. You and your dependent hereby consent

Continued on Page 3

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and agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the *Fund* exists with regard to any payment, amount and/or recovery from a third party. In accordance with that constructive trust, lien, and/or equitable lien by agreement, you and your dependent agree to cooperate with the *Fund* in reimbursing it for *Fund* costs and expenses.

You or your dependent's acceptance of *Fund* benefits shall constitute your or your dependent's agreement to the *Fund's* right to subrogation or reimbursement from any recovery by you or your dependent from a third party that is based on the circumstance from which the expense or benefit paid by the *Fund* arose, and your or your dependent's agreement to a constructive trust, lien, and/or equitable lien by agreement in favor of the *Fund* on any payment amount or recovery that you or your dependent recovers from a third party.

Any refusal by you or your dependent to allow the *Fund* a right to subrogation or to reimburse the *Fund* from any recovery you receive, no matter how characterized, up to the full amount paid by the *Fund* on your or your dependent's behalf relating to the applicable *Injury* or *Sickness*, will be considered a breach of the agreement between the *Fund* and you that the *Fund* will provide the benefits available under the Plan and you will comply with the rules of the *Fund*. Further, by accepting benefits from the *Fund*, you and your dependent affirmatively waive any defenses you may have in any action by the *Fund* to recover amounts due under this Section or any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

Further, any charges for any medical or other treatment, service or supply to the extent that the cost of the professional care or hospitalization may be recovered by, or on behalf of, you or your dependent in any action at law, any judgment compromise or settlement of any claims against any party, or any other payment you, your dependent or your attorney may receive as a result of the accident or *Injury*, no matter how these amounts are characterized or who pays these amounts, are excluded from Plan coverage, as provided in this Section.

Under this provision, you and/or your dependent are obligated to take all necessary action and cooperate fully with the *Fund* in its exercise of its rights of reimbursement and subrogation, including notifying the *Fund* or its designated representative of the status of any claim or legal action asserted against any party or insurance carrier and of your or your dependent's receipt of any recovery. If you are asked to do so, you must contact the *Fund* Office or its designated representative immediately. You or your dependent also must do nothing to impair or prejudice the *Fund's* rights. For example, if you or your dependent chooses not to pursue the liability of a third party, you or your dependent may not waive any rights covering any conditions under which any recovery could be received. Where you or your dependent chooses not to pursue the liability of a third party, the acceptance of benefits from the *Fund* authorizes the *Fund* to litigate or settle your claims against the third party. If the *Fund* takes legal action to recover what it has paid, the acceptance of benefits obligates you and your dependent (and your attorney if you have one) to cooperate with the *Fund* in seeking its recovery, and in providing relevant information with respect to the accident.

You or your dependent must also notify the *Fund* or its designated representative before accepting any payment prior to the initiation of a lawsuit or in settlement of a lawsuit. If you do not, and you accept payment that is less than the full amount of the benefits that the *Fund* has advanced you, you will still be required to repay the *Fund*, in full, for any benefits it has paid. The *Fund* may withhold benefits if you or your dependent waive any of the *Fund's* rights to recovery or fail to cooperate with the *Fund* in any respect regarding the *Fund's* subrogation rights.

If you or your dependent refuse to reimburse the *Fund* from any recovery or refuse to cooperate with the *Fund* regarding its subrogation or reimbursement rights, the *Fund* has the right to recover the full amount of all benefits paid by any and all other methods which include, but are not necessarily limited to, offsetting the amounts paid against your and/or any of your dependents' future benefit payments under the Plan. "Non- cooperation" includes the failure of any party to respond to the *Fund's* or its designated representatives' inquiries concerning the status of any claim or any other inquiry relating to the *Fund's* rights of reimbursement and subrogation.

If the *Fund* is required to pursue legal action against you or your dependent to obtain repayment of the benefits advanced by the *Fund*, you or your dependent shall pay all costs and expenses, including attorneys' fees and costs, incurred by the *Fund* in connection with the collection of any amounts owed the *Fund* or the enforcement of any of the *Fund's* rights to reimbursement. In the event of legal action, you or your dependent shall also be required to pay interest at the rate determined by the Trustees from time to time from the date you become obligated to repay the *Fund* through the date that the *Fund* is paid the full amount owed. The *Fund* has the right to file suit against you in any state or federal court that has jurisdiction over the *Fund's* claim.

Summary of Material Modifications

The Board of Trustees of the United Food and Commercial Workers Unions and Participating Employers Health and Welfare Fund ("Fund") has adopted the following change to the UFCW Unions and Participating Employers Active Health and Welfare Plan. Please keep this document with your Summary Plan Description ("SPD") and your Summary of Benefits and Coverage ("SBC").

1. **Effective March 1, 2026, under the "Loss of Eligibility" section of the SPDs for Plans Y, Y20, Y30, Y40 and JSS2, item number 1 is revised as follows:**

   Termination of employment (except as provided in the "Date Benefits Terminate" section).

2. **Effective March 1, 2026, under the "Loss of Eligibility" section of the SPDs for Plans Y, Y20, Y30, Y40 and JSS2, item number 3 is revised as follows:**

   Layoff (except as provided in the "Date Benefits Terminate" section).

3. **The "Date Benefits Terminate" section of the SPDs for Plans Y, Y20, Y30 and JSS2 is revised as follows:**

   Termination of employment (except as provided in the "Date Benefits Terminate" section).

   Date Benefits Terminate

   Effective March 1, 2026, if you are terminated from employment, or you are laid-off, as a result of a store closure, and your former Employer is obligated to make continuing contributions to this Plan for a period of time after your termination or lay-off, you will maintain your eligibility for Medical, Drug, Optical, and Dental coverage through the end of the last month for which your former Employer pays contributions on your behalf. For example, if you are terminated from your employment on March 15, 2026 because of a store closure but your former Employer is obligated to continue contributing on your behalf through July 15, 2026, you will maintain your eligibility for Medical, Drug, Optical, and Dental benefits through July 31, 2026.

   Except as described above, if you terminate your employment or otherwise lose your eligibility on the first day of the month, eligibility for all benefits terminates on that day. If you lose your eligibility on any other day of the month, your benefits terminate as follows:

   • **Medical** benefits terminate at the end of the calendar month in which you lose eligibility. However, if you or your eligible dependent is in the Hospital when loss of eligibility occurs, these benefits will continue for the hospitalized person until he or she is discharged or until the benefits are exhausted, whichever occurs first.

   • **Life** benefits terminate 31 days following the loss of eligibility, but Accidental Death and Dismemberment benefits terminate on the day loss of eligibility occurs. See page 86 for the Life Conversion Privilege.

   • **All Other** benefits terminate on the day you lose your eligibility. However, Weekly Disability benefits will be continued to a participant who is disabled and receiving such benefits when loss of eligibility occurs, until the end of the disability or until this benefit is exhausted, whichever occurs first.

4. **The "Date Benefits Terminate" section of the SPD for Plan Y40 is revised as follows:**

   Date Benefits Terminate

   Effective March 1, 2026, if you are terminated from employment, or you are laid-off, as a result of a store closure, and your former Employer is obligated to make continuing contributions to this Plan for a period of time after your termination or lay-off, you will maintain your eligibility for Dental and Optical coverage through the end of the last month for which your former Employer pays contributions on your behalf. For example, if you are terminated from your employment on March 15, 2026 because of a store closure but your former Employer is obligated to continue contributing on your behalf through July 15, 2026, you will maintain your eligibility for Dental and Optical benefits through July 31, 2026.

   Except as described above, if you terminate your employment or otherwise lose your eligibility on the first day of the month, eligibility for all benefits terminates on that day. If you lose your eligibility on any other day of the month, your benefits terminate as follows:

   • **Life** benefits terminate 31 days following the loss of eligibility, but **Accidental Death and Dismemberment** benefits terminate on the day loss of eligibility occurs. See page 60 for the Life Conversion Privilege.

   • **All Other** benefits terminate on the day you lose your eligibility. However, Weekly Disability benefits will be continued to a participant who is disabled and receiving such benefits when loss of eligibility occurs, until the end of the disability or until this benefit is exhausted, whichever occurs first.

Retiree Information Forms Mailed - Please Return This Form or Benefits May Be Suspended

On May 14th, the Fund Office sent a Retiree Information Form ("RIF") to all retirees (and beneficiaries who are collecting a benefit) to be completed and returned to the Fund Office. The RIF asks questions about your current address, your beneficiary, whether you and/or your spouse have other health coverage, and current employment information, if any. ***This form must be completed and returned every year, even if nothing has changed***.

It is very important that you review all sections of this form to be certain the information is correct. If necessary, mark any corrections on the form and promptly send it back to the Fund Office. It is critical that the Fund Office receives your completed RIF on time to avoid any interruption of your monthly benefits.

Helpful Reminders

- Do not attach checks or claims to the RIF.
- Report any earnings from all employers.
- Let us know if you or your spouse has other health coverage.
- Be sure to sign the RIF.

The only person who can sign the RIF is the Retiree or Beneficiary named on the RIF, unless another individual holds legal authority to sign on the individual's behalf, such as a Power of Attorney or legal guardian. A copy of any such Power of Attorney or other legal document must be submitted to the Fund Office and verified before a RIF will be accepted with a representative's signature. If, for health reasons, the individual is unable to sign the form and there is no Power of Attorney or legal authority on file, then the individual must sign an "X" on the RIF and have it notarized by a Notary Public

We appreciate your cooperation!

Weekly Disability Benefits: Helpful Reminders

Before scheduling a surgery or going out on sick leave, make sure that you have satisfied your Health Fund Plan's waiting period for Weekly Disability (sometimes called "accident and sickness", or "A&S") benefits. Check your Summary Plan Description ("SPD") or call the Fund Office to confirm that you're eligible for these benefits.

A&S Claim Form

Be sure that your Accident & Sickness claim form is completed ***in full*** before you submit it to the Fund Office. If you don't answer all the questions on the form, it will be returned to you and will delay the processing of your claim.

Mental Health Related Claims

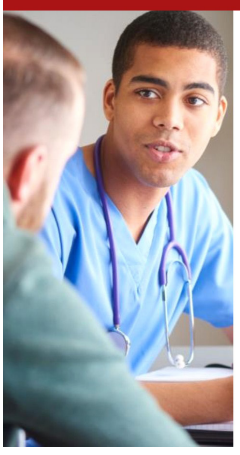
If your disability is due to a mental health condition, call **Carelon Behavioral Health** ("Carelon") at (800) 353-3572 for a referral. You must be seen by a **Carelon Behavioral Health** provider for payment of the disability claim.

Benefit Exhaustion

Your eligibility status for other benefits will be maintained while you are receiving Weekly Disability benefits, but if you exhaust your Weekly Disability benefits and don't return to active employment, you will lose eligibility, and all health benefits (medical, optical, dental and prescription drug) under the Health Fund will terminate.

The Fund Office can tell you the maximum amount of leave available to you under your Plan. This information is also stated in your Summary Plan Description ("SPD") booklet.

CONIFER HEALTH SOLUTIONS® | Conifer Corner



Be Proactive, Not Reactive

Wellness visits are your time to talk and plan with your doctors and are an important way to prevent health problems and disabilities. You and your doctor can discuss your health history, health risks and daily habits. This is also a good time to bring up any needs and questions you might have.

Promote wellness together!

Conifer Health Solutions and its Personal Health Nurses (PHNs) are available to help you to know your preventative plan. To get help, call Elizabeth Woodrow, BSN, RN, CCM at 410-919-0488.

Availability of Pension Estimate

The following article applies to Active and Deferred Vested participants in the UFCW Unions and Participating Employers Pension Fund.

You have the right to request a pension benefit estimate annually. To receive your pension benefit estimate, please complete a Benefit Service Request Form. To get this form, you can:

- Log on to **www.associated-admin.com**. Click on "Your Benefits," select "UFCW Unions and PE Pension Fund," and print the "Benefit Service Request Form", or
- Call the Fund Office at (410) 683-6500 or toll-free (800) 638-2972.

Complete all the information on the form and return it to the Fund Office. The Fund Office will prepare an estimate and mail it to your address on file. The Fund Office does not provide estimates over the phone. It may take approximately 8 – 12 weeks for us to prepare your estimate, since the Fund Office will need time to review Fund records and employer records in order to verify service accruals and work history. There is no charge for a pension benefit estimate.

Fund Office Can Provide a Translator When Needed

The Fund Office subscribes to a translator service to speak with anyone whose primary or preferred language is not English. Language Line Services assists the Fund Office in speaking with participants in non-English languages. Live translation is provided through confidential three-way telephone conversations between the participant, a Participant Services representative at the Fund Office, and a language translator.

Language Line Services allows the Fund Office to speak with participants in a number of languages, including Spanish, French, Mandarin, Vietnamese, Burmese and more.

To use these services, call the Fund Office at (800) 638-2972 and choose Option 2 at the prompt (to speak to a Participant Services Representative), and request a Language Line translator.

If you know of any participants or dependents who hesitate to call the Fund Office because they are non-English speakers, tell them the Fund Office is ready to help and translators are available.

The Fund Office website, **www.associated-admin.com**, can also translate a variety of languages using the "Translate" tool located at the bottom, left side of the home page.

La Oficina de Fondos Puede Proveer un Traductor Cuando Sea Necesario

La Oficina del Fondo se suscribe a un servicio para ayudarnos a hablar con personas cuyo idioma principal no es el inglés. Language Line Services en inglés nos provee la capacidad de tener conversaciones telefónicas tripartitas que incluyen al participante, un representante de servicios al participante de la Oficina del Fondo, y un intérprete.

Language Line Services permite que la Oficina del Fondo hable con más gente en varios idiomas, que incluye español, francés, mandarín, vietnamita, birmano y más.

Para comunicarse con Language Line Services, llame al (800) 638-2972 y cuando escuche el mensaje pre-grabado, seleccione la opción 2 (para hablar con un representante de servicios al participante).

Si usted sabe de participantes o dependientes que no han llamado la Oficina del Fondo porque sienten que no hablan Inglés lo suficientemente bien, infórmeles que estamos listos para ayudar. Todo lo que necesitamos saber es qué idioma hablar.

El sitio web de la Oficina del Fondo, **www.associated-admin.com**, también puede traducir una variedad de idiomas usando la herramienta "Translate" que se encuentra en la parte inferior izquierda de la página de inicio.

Important Reminders about Filing Work Related Weekly Disability Claims with the Health Fund

If you have Weekly Disability ("Accident and Sickness") benefits through the Health Fund and you sustain a work-related illness or injury, you must file a claim with your employer's Workers' Compensation ("WC") carrier. You should also submit your claim to the Fund Office at the same time, along with a note that you have filed for Workers' Compensation. That way, you will have filed your claim within the Fund's time limits (90 days for Weekly Disability/180 days for Medical claims) if the claim is eventually determined to be ***not* work-related**. The Health Fund initially will deny your claim as being work-related until a final decision is made by the WC carrier.See page 60 for the Life Conversion Privilege.

If the WC carrier denies your claim as being ***not*** work-related, send a copy of the denial to the Fund Office. The Health Fund will send you an agreement called a "Promise to Appeal." It states that you agree to appeal the WC carrier denial to the WC Commission (or its equivalent in your state).

The agreement also lists the steps you must follow in order to have the Health Fund pay your claim (for medical or weekly disability claims) before your case is decided by the WC Commission (which can take a long time). Because we don't want you to have to wait that long to be paid, the Health Fund will process your claims as soon as you sign and return the agreement – **before** the final decision has been made by the Commission.

However, Health Fund rules state that you *must* repay the Health Fund in full for any monies it has paid if you ultimately receive a recovery from the WC carrier or another party relating to your injury.

Although this seems clear enough, it can become a little confusing when a settlement is involved. If your attorney advises you (or if you decide on your own) to accept a settlement of your WC claim, and that settlement is less than the amount of the injury-related claims the Health Fund has paid to you or on your behalf, you must notify the Fund Office and obtain the Health Fund's approval prior to accepting the settlement. If you don't obtain approval before accepting such a settlement, you will be required to repay the Health Fund the entire amount it has paid in related benefits, even if that amount is more than the settlement amount you received.

For example, if the Health Fund paid $4,000 in Weekly Disability and/or Medical claims, and you accept a settlement for $3,000 without the Health Fund's approval, you would be required to repay the Health Fund the full $4,000, *even though your settlement was for $3,000.*

Be careful! Once you accept a WC settlement, the **WC Commission will close your case – for current claims and for any future claims relating to the same injury**. For example, if your work-related shoulder injury flares up a year from now (and you have accepted a settlement), you will not receive benefits from the WC carrier **or** the Health Fund relating to that injury. Since benefits were paid by the WC carrier, the Health Fund will deny the claim as being work-related.

Accepting a settlement is your choice. In some cases, it may be the best solution for you, but make sure you understand what it means and what your responsibilities are **before** you agree to accept one.

IMPORTANT: Notify The Fund Office If Receiving Workers' Compensation

If you are receiving, or have received, Workers' Compensation benefits, it is important that you notify the Eligibility Department of the Fund Office at (301) 459-3020 or (800) 638-2972. Your health and welfare benefits for non-work related claims will continue while you are collecting Workers' Compensation, up to the time limits for your Weekly Disability benefit entitlement. Notifying the Fund Office of your Workers' Compensation benefits helps ensure you do not lose eligibility for other benefits under the Health Fund.

1. Your spouse
2. Your children
3. Your parents
4. Your brothers and sisters
5. Your estate

If you and your spouse or designated beneficiary die at the same time, or simultaneously as determined by relevant state law, as a result of injuries sustained or resulting from the same accident or event, your spouse or designated beneficiary will be deemed to have predeceased you for purposes of this life benefit.

UFCW Unions and Participating Employers
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