



An

# RR Donnelley

Group

# Pension Plan

Summary Plan Description

January 1, 2015

Bowne Pension Plan

Haddon Component

## Bowne Pension Plan (the “Plan”)

### Part A (of Parts A and B) of Summary Plan Description for Haddon Component of the Plan

January 1, 2015

If you are a participant in the Haddon Component of the Plan, **this Part A** of the Summary Plan Description for that Component, together with **Part B** of the Summary Plan Description for the Plan, constitute your Summary Plan Description for that Component. Members in the Plan are participants in one or more of the following Components or Benefits of the Plan:

RR Donnelley Component  
RR Donnelley Printing Companies Component  
Haddon Component  
Banta Employees Component  
Banta Book Group Component  
Banta Danbury Component  
Banta Specialty Converting Component  
Moore Wallace Component (other than Cardinal  
Brands Benefit and Check Printers Benefit)  
Cardinal Brands Benefit of the Moore Wallace Component  
Check Printers Benefit of the Moore Wallace Component  
Bowne Component

## **The Bowne Pension Plan is Not Only for Bowne Employees**

The RR Donnelley Controlled Group of Companies previously maintained several pension plans, each for one or more different employee groups. As explained in more detail on page 1 of this Summary, many of those plans have over time merged together and are now Components of the Bowne Pension Plan, with each such Component covering one or more of the same employee groups covered by its original plan.

For example, the employee groups previously covered by the Haddon Craftsmen, Inc. Retirement Plan prior to any mergers are now covered by the Haddon Component of the Bowne Pension Plan. Similarly, the previous Retirement Benefit Plan of R.R. Donnelley & Sons Company prior to any mergers is now the RR Donnelley Component of the Bowne Pension Plan, covering the same employee group previously covered by that RR Donnelley plan.

Accordingly, the Bowne Pension Plan no longer covers only employees of Bowne. **Because of the plan mergers, the Bowne Pension Plan, through its Components, covers the many employee groups of the RR Donnelley Controlled Group of Companies previously covered by separate plans.**

**This is Part A of the Summary Plan Description for employees of RR Donnelley and other RR Donnelley companies previously covered by the Haddon Craftsmen, Inc. Retirement Plan.**

# Table of Contents

<b>Introduction .....</b>	<b>1</b>
Background .....	1
Recent Plan Mergers.....	1
Your Summary Plan Description .....	3
<b>Who Is Eligible.....</b>	<b>4</b>
General Information.....	4
If You Terminate Employment or Become Ineligible .....	5
If You Are Rehired or Again Become Eligible.....	5
<b>What “Service” Means .....</b>	<b>6</b>
Service Hours.....	6
Vesting Service .....	6
Benefit Service .....	7
Breaks in Service .....	7
Special Provisions to Avoid a Break in Service .....	9
<b>Your Haddon Component Benefit.....</b>	<b>10</b>
Haddon Provided Unit Service Benefit .....	10
Optional Participant Contributory Benefit .....	10
Minimum Benefit .....	11
<b>When You Receive Benefits .....</b>	<b>13</b>
Normal Retirement .....	13
Early Retirement .....	13
Late Retirement.....	13
Deferred Vested Retirement.....	14
If You Return to Work.....	14
<b>Special Instances That May Impact Your Pension Plan Benefit.....</b>	<b>15</b>
If You Die .....	15
Pre-Retirement Death Benefit if you die before benefit payments start.....	15
Post Retirement Death Benefit if you die after benefit payments have started.....	16
Additional Death Benefit for Retired Participants .....	16
If Your Marital or Domestic Partner Status Changes.....	17
Marital or Domestic Partner Status.....	17
Plant Shutdown Benefit.....	17
<b>Forms of Payment.....</b>	<b>18</b>
Normal Forms of Payment .....	18
Alternative Forms of Payment.....	18
No Election.....	20
Revoking an Election.....	20

**Appendix A ..... 21**  
**RR Donnelley Pension Service Center ..... 25**

## Introduction

This **Part A** of the Summary Plan Description (SPD) for the Haddon Component of the Bowne Pension Plan (the “Pension Plan” or the “Plan”), together with **Part B** of the SPD for the Plan, constitute the SPD for the Haddon Component of the Plan. If you do not have a copy of Part B of the SPD, contact the Pension Service Center at 1-866-767-1212 or visit [rrdspdxpress.com](http://rrdspdxpress.com).

**Important Note:** References in this Part A of the SPD to the Haddon Component of the Plan include the following:

- with respect to periods after December 31, 2013, the Haddon Component of the Bowne Pension Plan,
- with respect to periods after December 31, 2010 and on or before December 31, 2013, the Haddon Component of the Retirement Benefit Plan of R. R. Donnelley & Sons Company, and
- with respect to periods on or before December 31, 2010, the Haddon Craftsmen, Inc. Retirement Plan.

## Background

The Haddon Craftsmen, Inc. Retirement Plan was adopted effective January 1, 1980 and was last restated January 1, 2000.

Prior to December 31, 2007, Haddon Craftsmen, Inc. was a subsidiary of R. R. Donnelley & Sons Company (“Donnelley”). On December 31, 2007, Haddon Craftsmen, Inc. merged into Donnelley. The Donnelley Bloomsburg location and other locations that formerly operated under the Haddon Craftsmen name are together referred to in this SPD as the “Haddon Business Unit.” Participation in the Haddon Craftsmen, Inc. Retirement Plan continued to be restricted to collectively bargained employees of the Donnelley Bloomsburg location.

References in this SPD to “Haddon” with respect to periods after December 31, 2007 mean the Haddon Business Unit.

## Recent Plan Mergers

At various times prior to 2014, Donnelley and other members of the Donnelley Controlled Group of Companies maintained the following seven pension plans (among others) for various employee groups of the Donnelley Controlled Group of Companies:

1. Retirement Benefit Plan of R.R. Donnelley & Sons Company (the “Donnelley Plan”);
2. Merged Retirement Income Plan for Employees of R.R. Donnelley Printing Company, L.P. and R.R. Donnelley Printing Company (for employees of the business acquired from Meredith/Burda);

3. Haddon Craftsmen, Inc. Retirement Plan;
4. Banta Corporation Employees Pension Plan;
5. Banta Hourly Pension Plan (comprised of (i) the Danbury Component, (ii) the GCIU Local 531, Maintenance Department, Bookbinders and Lithographers Component (the “Book Group Component”), and (iii) the Specialty Converting Component);
6. Retirement Income Plan of Moore Wallace North America, Inc. (which included, among others, the Cardinal Brands Benefit and the Check Printers Benefit); and
7. Bowne Pension Plan.

Between 2010 and 2012, the Donnelley Controlled Group of Companies merged the second through sixth of these pension plans into the first of these plans, namely the Retirement Benefit Plan of R.R. Donnelley & Sons Company (the “Donnelley Plan”). As a result, the Haddon Craftsmen, Inc. Retirement Plan became a component of the Donnelley Plan. On December 31, 2013, the Donnelley Plan was merged into the Bowne Pension Plan. Accordingly, all benefits accrued under the first through sixth plans are now instead being provided under the Bowne Pension Plan.

The Bowne Pension Plan continues after those mergers to have the same Plan Sponsor and Plan Number as before the mergers, *i.e.*, the Plan Sponsor is RR Donnelley Financial, Inc. (federal employer identification number 13-2618477) (the “Company”), previously named Bowne & Co., Inc., and the Plan Number is 001. The Bowne Pension Plan now consists of nine Components: three Components for the benefits previously provided under the three components of the prior Banta Hourly Pension Plan, five Components for the benefits previously provided under the other five prior plans, and one Component for the benefits previously provided under the Bowne Pension Plan as it existed prior to December 31, 2013.

If you were previously in an employee group covered by the Haddon Craftsmen, Inc. Retirement Plan, or if you were subsequently in an employee group covered by the Haddon Component of the Donnelley Plan, your benefits previously provided thereunder will instead be provided by the Haddon Component of the Bowne Pension Plan.

Any plan merger described above did not affect the benefits you have accrued prior to the merger. The merger also does not affect your benefit starting date or the forms in which you can receive your benefits.

Part B of the SPD provides more information regarding the prior plans, including their previous plan numbers and the names and federal employer identification numbers of their previous plan sponsors.

## Your Summary Plan Description

This **Part A** of the SPD relates to the Haddon Component of the Plan and contains information specific to the participants in the Haddon Component (the “Component”) such as who is eligible to participate in the Component, how the Component’s benefit is calculated, when a participant in this Component can start receiving his benefit, and the different payment forms for that benefit.

**Part B** of the SPD contains information about the Plan that is consistent for all the nine components (and their covered employee groups), such as the procedures for applying for benefits, income taxes applied to your benefits, situations affecting your benefit, how to make an inquiry, claim or appeal regarding your benefit, details regarding who to contact for assistance, and your rights as a participant in a component of the Plan.

You accrue a benefit under the Haddon Component while you are classified as an eligible collectively bargained employee of Haddon. To find out if you are eligible for a pension benefit from the Haddon Component, contact the Pension Service Center at 1-866-767-1212.

Your SPD is based on the official Plan document. It is written to be understandable and attempts to be as complete, accurate, and up-to-date a description as possible of your Component benefit. However, it does not include every detail of the Component. In the event that there is any discrepancy between your SPD and the Plan document, the actual Plan document always governs. The Plan document has changed over the years and only the relevant Plan document applies unless specifically provided otherwise. For example, someone who started benefit payments from the Plan in November, 2003 only had the benefit forms available at that time as an election.

In addition, nothing in your SPD should be interpreted as an employment contract, nor does your SPD create an entitlement to any benefit from your employer. Your SPD merely describes certain pension benefits offered to eligible employees as of January 1, 2015. The Company reserves the right to change or terminate the Plan at any time.

If you are married, please share your SPD with your spouse.

## Who Is Eligible

### General Information

Haddon collectively bargained employees are eligible to participate in the Plan as long as they are classified as eligible collectively bargained employees of Haddon.

Employees participating under the Haddon Component as of December 31, 1988 are eligible to continue to participate without any further requirements.

All other employees become eligible to participate in the Component as of the later of the first of the month on or following your date of hire with Haddon or, if you are a member of a collective bargaining unit, the date as provided in the collective bargaining agreement for your unit.

Non-collectively bargained employees of Haddon hired on or after January 1, 1998 cannot participate in the Haddon Component. Non-collectively bargained employees of Haddon who participated in the Component prior to January 1, 1998 are not eligible for additional benefit accruals for periods on and after January 1, 1998.

An employee participating under the Haddon Component who earns more than \$3,600 has the option of electing to make employee contributions to the Component on the first day of the month after such employee has completed one year of service with the participating employer. Employee contributions to the Component can be used to increase retirement income benefits or can be separately withdrawn by the participating employee while he or she is still employed. If left in the Component to increase retirement income benefits, the amount of contributions plus interest thereon is a minimum benefit that must be returned to you, your beneficiary, your estate or your beneficiary's estate, as explained later.

You are not eligible to participate in the Haddon Component if you are or you become:

- covered by a collective bargaining agreement that does not provide for membership in the Component;
- an independent contractor;
- a leased employee;
- an employee at a subsidiary or other employer that does not participate in the Component; or
- a non-resident alien who receives no U.S. source earned income.

If you are not eligible to participate in the Haddon Component when you are first hired, you become eligible on the day you transfer from an ineligible to an eligible status.

A complete list of participating employers is available upon request.

### **If You Terminate Employment or Become Ineligible**

If you terminate employment with Haddon or are no longer classified as an eligible employee, you will stop earning an annual pension accrual under the Haddon Component. However, if you remain employed by Haddon or any member of the Donnelley Controlled Group of Companies, you will continue to accrue vesting service.

### **If You Are Rehired or Again Become Eligible**

Generally, if you terminate employment or are no longer classified as an eligible employee with Haddon and are reemployed or reclassified as an eligible employee of Haddon within 30 days, you will be reinstated and will continue to accrue a pension benefit under the Haddon Component as though your employment or eligibility did not terminate.

If you are reemployed or reclassified as an eligible employee more than 30 days after you terminate, are classified as ineligible, or if you did not meet the Component's eligibility requirements before you left, but are subsequently rehired in an eligible position, you may become a member of the Component on your first day of work as an eligible employee.

## What “Service” Means

The Haddon Component counts “service hours” to determine two types of service:

- Vesting service; and
- Benefit service.

### Service Hours

You are credited with an hour of service for any hour that you are paid or are entitled to be paid. If you are being paid but are not working, such as when you are on vacation or sick leave, you will be credited with hours of service. If you are on an unpaid approved leave, you will be credited with the number of hours in your normal workday for each day that you are on the unpaid approved leave. No more than 501 hours of service will be credited for any single continuous period of absence.

### Vesting Service

Your years of vesting service determine whether and how much of a pension benefit you are entitled to receive from the Haddon Component. Being vested means that you will receive a pension benefit from the Component, even if you stop working at Haddon or the Donnelley Controlled Group of Companies before you reach normal retirement age – age 65 **or** the fifth anniversary of your date of participation in the Component, whichever is later. If you leave before you are fully vested, you will receive no benefit or a partial benefit from the Component according to your years of completed vesting service. **NOTE:** You are always 100% vested in your contributions (with interest) to the Component regardless of your vesting service.

You earn one year of vesting service for each calendar year during which you are credited with at least 1,000 hours of service. For vesting, service hours with Haddon and the Donnelley Controlled Group of Companies, including Moore Wallace and Banta, are counted subject to “Breaks In Service” as explained later. You start earning vesting service on the day you start work.

You are fully vested after you earn seven years of vesting service. You also are vested when you reach normal retirement age --- age 65 **or** the fifth anniversary of your date of participation in the Component, whichever is later. Even if you have less than seven years of vesting service if you leave before normal retirement age, your vesting for the Haddon provided portion of your benefit is as follows:

<u>Completed vesting years</u>	<u>% Vested</u>
Less than 3 years	0%
3 Years	20%
4 Years	40%
5 Years	60%
6 Years	80%
7 or more years	100%

## **Benefit Service**

Your benefit service for a calendar year determines whether you receive an annual pension “accrual” – the pension benefit amount that you earn for the calendar year. You are eligible for an annual accrual for any calendar year in which you earn a year of benefit service. In general, you earn a year of benefit service for any calendar year during which you are credited with at least 1,785 hours of service as a participant in this Haddon Component. If you have less than 1,785 hours of service in a year, you will earn a part of a year of service based on the hours of service credited for the year.

Benefit service for rehired employees who had their entire accrued benefit previously distributed will not include the previous benefit service with respect to such distribution except if the employee repays the full amount of such distribution with interest before the earlier of (a) the fifth anniversary of the date of rehire or (b) the date five consecutive breaks in service are incurred.

See Optional Participant Contributory Benefit for special benefit service rules for that benefit.

## **Breaks in Service**

You have a break in service if you are credited with less than 501 hours of service in any calendar year. If you have more than 500 hours, but less than 1,000 hours of service in any calendar year, you will not have a break in service. However, you will not earn a year of vesting service for that calendar year (you need at least 1,000 hours to earn a year of vesting service). For purposes of determining breaks in service, hours of service will include hours that would have otherwise been credited while absent for pregnancy, birth of a child, for reason of placement in connection with an adoption of a child, or for caring for such child for a period immediately following such birth or placement – but only for the year such absence starts if needed to prevent a break in service **or**, if not needed, the next following year if needed to prevent a break in service in that year.

If you are not vested and if you have one break-in-service year, your previous years of vesting service and benefit service will be disregarded for purposes of new accruals

unless you complete at least one year of vesting service (i.e. more than 1000 hours of service in a calendar year) after the break-in-service year.

If you are not fully vested and if you have consecutive break-in-service years, your previous years of vesting service and benefit service will be disregarded if the number of consecutive break-in-service years equals or exceeds the greater of (i) five years or (ii) the number of years of vesting service you accumulated before the period of consecutive break-in-service years.

The count of consecutive breaks in service starts over if you earn more than 501 hours in any subsequent calendar year.

If you are not fully vested and then have five or more consecutive one-year break-in-service years (or, if greater, the number of break-in-service years equals or exceeds the number of vesting years prior to such period of break in service) before you are rehired, here is what happens to your vesting service and your benefit service:

- You will lose the vesting service and benefit service you previously earned;
- You will not earn benefit service again until the calendar year in which you are credited with more than 500 hours of service; and
- You will not earn vesting service again until the calendar year in which you are credited with at least 1,000 hours of service.

Once you become vested, you generally cannot lose credit for vesting service or benefit service. Therefore, if you are vested before you have a break in service, you remain vested regardless of the length of the break.

To show how a break in service works, assume that you are not fully vested and you are credited with hours of service as follows:

Year	Service Hours	One-Year Break in Service
2004	375	Yes
2005	425	Yes
2006	250	Yes
2007	490	Yes
2008	350	Yes
2009	1,525	No

You would have your fifth consecutive break in service in 2008. Any vesting service and benefit service you earned to date would be lost. You also would not earn any benefit service until you are credited with more than 1,000 service hours in a calendar year. Since you are not credited with more than 1,000 service hours until 2009, your break in service continues until 2009 and you will lose all unvested pension accruals earned prior to that calendar year. In 2009, you will be credited with a year of benefit

service. You will need to earn seven years of vesting service or reach normal retirement age before another five consecutive break-in-service years to be fully vested.

### **Special Provisions to Avoid a Break in Service**

There are special provisions to ensure that approved leaves of absence due to certain circumstances are not the sole cause of a break in service.

#### ***Unpaid Approved Leaves and Leaves Covered by the Family and Medical Leave Act (FMLA)***

There are special provisions to ensure that an unpaid approved leave or a leave covered by FMLA is not the sole cause of a break in service. Under these provisions, you are credited with hours of service for each workday during which you would have been paid if you were not on an approved leave of absence. Please contact the Pension Service Center for more information regarding what happens under an approved leave of absence. See the last page of this Part A for information on how to contact the Pension Service Center.

#### ***Military Service***

Special provisions apply if you take a leave of absence for qualified military leave. Any differential pay you receive from a participating employer or subsidiary is included when determining your pension amount. As long as you return to employment within the time prescribed by federal law, you may be entitled to vesting service and benefit service for your period of military service. Other special provisions apply if you die or become disabled while performing qualified military service, regardless of whether you return to employment within the time prescribed by federal law. Please contact the Pension Service Center for more information regarding military leave and return from military leave. See the last page of this Part A for information on how to contact the Pension Service Center.

## Your Haddon Component Benefit

Your aggregate Component benefit consists of two parts:

1. Haddon Provided Unit Service Benefit
2. Optional Participant Contributory Benefit.

The Participant Contributory benefit is always fully vested while the Haddon provided benefit is subject to seven year proportional vesting as previously explained. However, there may not be a Participant Contributory benefit or the benefit may be for a lesser number of benefit service years than applicable to the Haddon provided benefit if you (a) have periods where you do not elect to participate in, and contribute to, the Participant Contributory benefit, or (b) you have withdrawn or had a distribution of part or all of the Participant Contributory benefit.

### Haddon Provided Unit Service Benefit

The level of benefit that members of the G.C.I.U. Local 732-C receive is based on their termination of service date and their benefit starting date. Such members will receive the following benefit, which is generally payable at Normal Retirement Date:

- \$23 times the number of years of benefit service if the member's termination of service date is on or after January 1, 2007 but before January 1, 2009;
- \$23 times the number of years of benefit service if the member's termination of service date is on or after January 1, 2009 but before May 1, 2011 with a benefit starting date before May 1, 2011;
- \$24 times the number of years of benefit service if the member's termination of service date is on or after January 1, 2009 but before January 1, 2010 with a benefit starting date on or after May 1, 2011; and
- \$25 times the number of years of benefit service if the member's termination of service date is on or after January 1, 2010 and with a benefit starting date on or after May 1, 2011.

Lower dollar rates apply to members of the G.C.I.U. Local 732-C whose termination of service date is prior to January 1, 2007. Different rates are applicable for members of different participant bargaining groups. **See Appendix A for additional information.**

### Optional Participant Contributory Benefit

This benefit is based on your Participant Voluntary Contributions that you leave in the Plan to be paid as part of your retirement annuity. It is payable at Normal Retirement Date (or determination date if later) and is calculated as:

(a) One eighth of one percent (.00125) of your annual compensation for each year of contributory participation on and after January 1, 1989

PLUS

(b) Amount accrued as of December 31, 1988.

### **Minimum Benefit**

The amount of your contributions with interest remaining in the Haddon Component (if any) at the time of your death or retirement is a minimum benefit amount that must be paid to you and/or your beneficiary. The difference of the Minimum Benefit amount and the amounts paid to you and your beneficiary collectively, will, following death, be paid to your beneficiary, your estate or your beneficiary's estate as explained in the section "Special Instances That May Impact Your Pension Plan Benefit".

### ***Participant Voluntary Contributions***

Participants who earn in excess of \$3,600 per year may make payroll deduction Participant Voluntary Contributions as of the first of the month on or after completing one year of service. If you do not start then, if you stop contributions, or if you terminate and are rehired, you may elect to start Voluntary Contributions as of any January 1<sup>st</sup> if your election is received by the administrator at least 30 days prior to that date.

You may leave your contributions in the Component to increase your retirement annuity benefit (as previously explained) or you may elect to have them paid as a lump sum settlement at retirement.

Alternatively, you may elect to have an in-service distributions of your contributions (with interest thereon) prior to termination of your employment. Any in-service distribution is subject to the same rules with regards to forms of payment and spousal consent as explained in the section "Forms of Payment".

If you elect an in-service distribution of your contributions the entire amount of your contributions (with interest thereon) will be distributed and you will lose credit for the respective years as years of contributory participation for purposes of the Optional Participant Contributory Benefit previously explained. Additionally, contributory participation will be stopped and you may not elect to again start contributions before the January 1<sup>st</sup> of the year following the anniversary of your in-service distribution.

**Special Note for former members of Intext, Inc. Retirement Plan.** If you were a member of the Intext Plan prior to January 1, 1977, you may only have one in-service withdrawal of your contributions. If you became a member of the Intext Plan on or after January 1, 1977, you are not eligible for an in-service withdrawal of your contributions.

### ***Pensionable Earnings***

Pensionable earnings (your “pay”) are used to calculate your pension benefit. Your pensionable earnings for a year are all amounts that are reported as compensation on your Form W-2, including:

- Base pay;
- Overtime;
- Shift differential;
- Cash bonuses;
- Vacation pay; and
- Holiday pay.

In addition, pensionable earnings include your:

- Before-tax contributions to any 401(k) savings plan;
- Before-tax premium payments and contributions to any Health Care Spending Program and Dependent Care Spending Program; and
- Before-tax contributions to any qualified transportation fringe benefit program.

Your pensionable earnings generally do not include amounts reported on your W-2 due to:

- Benefits received pursuant to any life insurance, dental, prescription drug, short-term disability (other than salary continuation), long-term disability, medical, mental health and substance abuse, and vision programs.
- Separation pay, severance, and supplemental unemployment benefit payments.
- Taxable fringe benefits, non-cash prizes, or awards (and any such related cash payments to cover taxes on such benefits, prizes, or awards).
- Amounts received as a result of granting or exercising stock options or other stock-based compensation or payments made from a non-qualified deferred compensation plan.

**Note:** Pensionable earnings for this Component do not include any amounts used to calculate a benefit under any other defined benefit pension program in which the Donnelley Controlled Group of Companies participates.

The Internal Revenue Code imposes a limit on the amount of your compensation that can be considered for Plan purposes. This limit is \$265,000 for 2015 but may increase periodically to reflect inflation.

If you would like more detail regarding the types of pay that are included or excluded when determining your pensionable earnings, contact the Pension Service Center. See the last page of this Part A for information on how to contact the Pension Service Center.

## **When You Receive Benefits**

You are eligible to retire and receive your aggregate pension benefit at normal retirement age or, you can receive a reduced pension benefit as early as age 55, provided you have at least twenty years of vesting service.

### **Normal Retirement**

You are eligible to retire with a pension benefit if you retire at normal retirement age from Haddon. Your normal retirement date is the first day of the calendar month on or after you reach age 65 (or the fifth anniversary of your date of participation in the Component, if later). When you retire on or after this date, you are fully vested and your total annual pension benefit is the sum of your Haddon provided and Optional Participant Contributory pension accruals, expressed as a single life annuity. The amount you actually receive may be lower if you choose a payment option that pays benefits to your spouse or a beneficiary after you die.

### **Early Retirement**

Even though the normal retirement age is 65, you may choose to retire from Haddon before your normal retirement date and start payments earlier. You may retire any time after you have completed twenty or more years of vesting service and elect to receive a reduced pension benefit any time after your separation date and your 55<sup>th</sup> birthday. If you want your pension benefit to start early, your monthly pension benefit amount will be less than what you would receive at age 65. This early retirement reduction is applied because it is expected that you will receive payments over a longer period of time than if you began receiving them at age 65. The reduced payment at an early date is equal to the actuarial equivalent of your benefit payable at normal retirement date.

Alternatively, if you separate from Haddon before age 65, you can defer starting your pension benefit until as late as age 65. At age 65, you are entitled to the pension benefit amount earned as of your separation date, unreduced for early retirement.

### **Late Retirement**

If you continue to work for Haddon after your normal retirement date and you work more than 40 hours per month, you are eligible to retire later and receive a delayed retirement benefit. You continue to earn additional annual pension accruals for your period of service with Haddon (including any other participating employers) after age 65.

However, you must start receiving your pension benefit no later than April 1 after the year in which you reach age 70½ or separate from Haddon or any member of the Donnelley Controlled Group of Companies, whichever is later. If you begin receiving these distributions while you are still employed, you may continue to earn annual pension accruals under the Component until you separate. Your annual pension

accrual will reflect any annual pension accrual you earn from your continued employment.

If you continue to be employed after your normal retirement date, you will be notified that your pension benefit will not be paid, except as provided above, unless you separate from Haddon or any member of the Donnelley Controlled Group of Companies, or you work less than 40 hours a month. If you work less than 40 hours a month, notify the Pension Service Center to receive a monthly pension check. See the last page of this Part A for information on how to contact the Pension Service Center.

### **Deferred Vested Retirement**

If you terminate employment before you have completed three years of vesting service, you are not entitled to any benefit from the Component other than a return of any contributions you made with credited interest thereon. Note: if you are rehired, you may elect to repay the amounts withdrawn together with interest thereon and have your aggregate benefit, including the Haddon provided benefit, restored.

If you terminate employment after completing three but less than twenty years of vesting service and before qualifying for normal or early retirement, you will be eligible for a deferred vested benefit payable at your normal retirement date. The Haddon provided benefit amount is reduced if you completed less than seven years of vesting service to the percentage shown in the table in the prior section "What 'Service' Means – Vesting Service".

If you terminate employment after completing twenty years of vesting service and before qualifying for normal or early retirement, you will be eligible for a deferred vested benefit payable at the first of the month on or after attaining age 55, or any month thereafter. The benefit amount will be reduced to its actuarial equivalent if payments start before your normal retirement date.

### **If You Return to Work**

If you did not begin receiving your monthly pension benefit, you begin participating in the Component upon your return. See the "Breaks in Service" section for details regarding how the Component treats vesting service and benefit service.

If you separate from Haddon and begin receiving a monthly pension benefit from the Plan, then return to work for Haddon or any member of the Donnelley Controlled Group, your monthly pension benefit attributable to the Haddon provided benefit will be suspended for each calendar month in which you complete 40 or more hours of service. Benefits will start again when you subsequently retire and benefit amounts will be increased for any additional benefit accruals during the period of re-employment.

## Special Instances That May Impact Your Pension Plan Benefit

Certain situations, such as those described below, may impact your pension benefit from the Haddon Component.

### If You Die

If you die, what happens to your benefit depends on whether you have a vested Haddon provided benefit, or still have pre-participant contributions in the Component. For each of these, your marital and domestic partner status at the time of your death, as well as whether you die before or after the Component starts to pay benefits, also determines what happens to your pension benefit.

### Pre-Retirement Death Benefit if you die before benefit payments start

If you are married, your spouse must be your sole, primary beneficiary for the pre-retirement death benefit. The benefit is the survivor portion of a qualified joint and survivor annuity actuarially adjusted for any early commencement of benefit payments. However, if you elect to start to receive your payments in the form of a 75% or 100% joint and survivor annuity with your spouse as the joint annuitant and you die before your payments begin, your spouse's benefit will be the 75% or 100% survivor's portion rather than the 50% survivor's portion of the qualified joint and survivor annuity described above. See the "Alternative Forms of Payment" subsection under the "Forms of Payment" section for a description of your ability to elect a 75% or 100% joint and survivor annuity. If the present value of your surviving spouse's total benefit under the Haddon Component plus any benefit under any other component of the Plan is \$5,000 or less, payment is made automatically in a lump-sum payment to your spouse after your death.

If you die when you would be eligible for normal or early retirement, your spouse's benefit will start effective the first of the month following your death, unless otherwise elected. Your spouse may elect to delay the start of the benefit payments to within a reasonable period after your death, in which case, the benefits will be actuarially adjusted to reflect the delayed payment.

If you die before being eligible for normal or early retirement, your spouse's benefit will start effective as of the earliest date that you could have started benefit distributions.

Any remaining minimum benefit at the time of your spouse's death will be paid to your spouse's estate. The minimum benefit is any remaining accumulated participant contributions in excess of the aggregate payments made to the participant and spouse and is paid in a lump sum settlement.

**If you have a domestic partner**, your domestic partner is entitled to a pre-retirement death benefit similar to the benefit paid to a surviving spouse as described above. However, if you have designated a beneficiary other your domestic partner for the lump

sum return of any participant contributions with credited interest, as described below, the amount of the pre-retirement benefit payable to your domestic partner shall be reduced by the amount of such benefit paid to your designated beneficiary. If you designate your domestic partner as the beneficiary of such lump sum return of participant contributions, the pre-retirement benefit described in this paragraph will not be reduced, and the lump sum return of participant contributions will not be made. The form of payment for such benefit, the starting date for the pre-retirement death benefit and all other terms and conditions for such benefit are the same as those for a spouse. However, the payment of such benefit must start within 12 months of your death, even if, at the end of the 12-month period, you would not have reached age 55 if you were alive.

**If you are not married and you do not have a domestic partner.** The Component does not pay a preretirement death benefit if you are not married, you do not have a domestic partner, and you die before payments from the Component begin. However, you may designate a beneficiary for the lump sum return of any participant contributions with credited interest thereon.

If you die after payments from the Component begin and you selected a payment form that provides for a survivor benefit, the Component pays such benefit to your beneficiary. If no beneficiary survives after death, the lump sum payment will be made to your estate.

#### **Post Retirement Death Benefit if you die after benefit payments have started**

If you elected a joint and survivor annuity, survivor benefit payments continue to your spouse or other person with whom you hold the joint and survivor annuity for life. Any remaining amounts will be paid to your designated beneficiary. If no beneficiary survives after your death, the remaining amount will be paid to your estate.

If you are unmarried and elect a single life annuity, or if you are married but have elected to receive a single life annuity by making an effective waiver of the Qualified Joint and Survivor Annuity, your beneficiary will receive a lump sum benefit for the difference of the amount of your contributions with interest less the benefits paid to you. If your beneficiary dies before you, the lump sum benefit will be paid to your estate.

#### **Additional Death Benefit for Retired Participants**

Any active full-time employee retired under this Component after January 1, 1980 will be provided, following such retirement date, with the following amount of death benefit under this Component, provided he or she did not elect to convert any portion of the Group Term Life Insurance in effect on March 1964 which was replaced by death benefits under this Component:

- (1) For employees insured by the predecessor employers, Intext, Inc. and The Haddon Craftsmen, Inc., prior to January 1, 1962, 50% of the insurance in force on the day prior to retirement, subject to a maximum of \$5,000.
- (2) For employees insured after December 31, 1961, the sum of \$1,000.

The designated beneficiary may elect to receive the benefit in any of the annuity forms or a lump sum payment.

### **If Your Marital or Domestic Partner Status Changes**

You must report any change in your marital or domestic partner status to the Pension Service Center. See the last page of this Part A for information on how to contact the Pension Service Center. The individual who is your spouse or domestic partner on the date of your death is the individual who is eligible for the pre-retirement death benefit.

If you begin to receive a monthly pension benefit that provides a payment to a survivor upon your death, the beneficiary you elected to receive the survivor benefit cannot be changed.

### **Marital or Domestic Partner Status**

Effective June 26, 2013, for all purposes of the Component, “married” or “marriage” means the legal union between a participant and a person who thereby became the spouse of the participant. With respect to a participant or other person, “spouse” means only a person who is legally married to the participant under the laws of any domestic or foreign jurisdiction that has the legal authority to sanction marriages. A former spouse is treated as a spouse to the extent provided under a qualified domestic relations order. “Domestic partner” means only a person with whom you have a domestic partnership that is currently registered with a governmental body pursuant to state or local law authorizing such registration.

### **Plant Shutdown Benefit**

If your employment terminated during the plant shutdown period from January 1, 1997 through December 31, 2000, you may elect to start receiving your pension benefit at any time.

## Forms of Payment

When you are eligible to retire, you choose how you want to receive your pension benefit. Almost all of the forms of payment available to you are different versions of “annuities”. Annuities are monthly payments that begin on your benefit start date and continue until you and/or your spouse or beneficiary dies. Depending on which form of payment you choose, your monthly benefit amount will vary.

Contact the Pension Service Center to begin your pension benefit. See the last page of this Part A for information on how to contact the Pension Service Center. Be sure to call 45 to 90 days before you want your pension benefit to begin. Soon after you contact the Pension Service Center, you will receive written information about all of the alternative forms of payment available to you.

All forms of annuity payments are actuarially equivalent to the single life annuity form of payment. The assumptions for determining actuarial equivalence are described under the “Actuarial Assumptions” section in Part B of the SPD.

### Normal Forms of Payment

There are two normal forms of payment, depending on your marital status when you begin receiving your pension benefit:

- **If you are not married.** If you are not married, the normal form of payment is the single life annuity. Under this form, you receive monthly payments until you die. This also means that if you die before or after starting your pension benefit, no benefit is paid to a survivor.
- **If you are married.** If you are married, the normal form of payment is the 50% qualified joint and survivor annuity. Under this form, your monthly benefit is smaller than it would be if you were not married, because payments are expected to continue being made to your surviving spouse, in the event of your death. In the event that you die before your spouse, he or she is entitled to receive 50% of your reduced monthly benefit for his or her lifetime. If your spouse dies after you start receiving your pension benefit, no further benefits will be payable upon your death except for the minimum benefit with respect to your contributions as explained in the section “Special Instances That May Impact Your Pension Benefit”.

### Alternative Forms of Payment

If you do not want to receive your pension benefit in the normal form of payment, you may choose an alternative form of payment. The alternative forms of payment are as follows:

- **Single life annuity.** If you are married and do not wish to be paid under a joint and survivor annuity, you can choose to be paid as if you were not married. Upon your

death, this form would pay no additional benefits to your surviving spouse except for the minimum benefit with respect to your contributions. If you elect this form of payment, your spouse must give his or her written consent in the presence of a notary public.

- **Joint and survivor annuity.** Under this form of payment, your monthly benefit is reduced so that payments can continue to the beneficiary of your choice when you die. You choose what percentage of your monthly benefit you want to have paid to your beneficiary upon your death – 50%, 75% or 100%. The greater the percentage that you select for your beneficiary to receive, the smaller your monthly pension benefit amount will be. If you are married and you elect this form of payment, your spouse must give his or her written consent in the presence of a notary public, unless you designate your spouse as your beneficiary and elect the 50%, 75% or 100% option.
- **Single-Sum payment.** Under this form you are paid a single sum payment of the present value of your pension benefit and there is no remainder, survivor or minimum benefit after your death.
- **Automatic single-sum payment.** When you terminate employment, your pension benefit will be calculated after your final pay is received. If the present value of your total pension benefit amount (the total amount attributable to your contributions and Haddon's contributions) plus any benefit under any other component of the Plan is \$5,000 or less, you will receive a single lump sum distribution from the Plan for the entire present value of your pension benefit. If the amount of that benefit is greater than \$1,000, but less than \$5,000, and you do not elect otherwise, your benefit will be transferred (as required by law) directly to an individual retirement account (IRA) created for your benefit rather than be distributed to you. The present value is a calculation of the amount of your future monthly benefit expressed in today's dollars and paid as a lump sum. This calculation represents the time value of money (interest rate) and your life expectancy.

The IRA will be invested in a manner designed to preserve principal and provide a reasonable rate of return and liquidity. Administrative fees and expenses for the IRA and fees and expenses regarding the IRA's investments will be charged to the IRA. The IRA will be established in your name with Alliant Credit Union. At that time, you will receive information from Alliant Credit Union with details on how to access your account. If you would like more information regarding this automatic rollover provision, please contact the Pension Service Center by calling 1-866-767-1212 (you will need your password) or by mail at the following address: RR Donnelley Pension Service Center, 3800 American Blvd. West, Suite 400, Minneapolis, Minnesota 55431. If you would like additional information regarding the IRA, fees and expenses, or services from Alliant Credit Union, you can call Alliant Credit Union at 1-800-328-1935 ext. 2291.

- **Rollover to eligible retirement plan option.** If you elect a direct rollover distribution, you may elect to have all or a part of any taxable portion of a single-sum payment transferred directly to another qualified plan, a 403(a) plan, a 403(b) (not-for-profit) plan, a 457 (state or local government) plan that agrees to separately account for amounts so transferred (including earnings), or to a traditional IRA or Roth IRA. You may elect to have any nontaxable portion of a distribution transferred directly to a 403(b) (not-for-profit) plan or a 401(a) qualified trust that agrees to separately account for amounts so transferred (including earnings) or to a traditional IRA or Roth IRA. If you elect this direct rollover, you will avoid a mandatory 20% withholding tax and a possible 10% penalty tax. Similarly, if upon your death your beneficiary is entitled to a lump sum payment under any provision of the Component, and if your beneficiary is your spouse, the distribution may be made as a direct rollover to a traditional IRA, a Roth IRA, another qualified plan, a 403(a) plan, a 403(b) (not-for-profit) plan, or a 457 (state or local government) plan that agrees to separately account for amounts so transferred. If your designated beneficiary is not your spouse, the distribution may be made as a direct rollover to a traditional IRA or a Roth IRA that was established for the purpose of receiving this distribution.

### ***Electing an Alternative Form of Payment***

If you wish to elect an alternative form of payment, you must complete an appropriate form electing the alternative form. If you are married on the date your pension benefit begins and you elect a form that pays less than 50% of your pension benefit to your surviving spouse or designates a person other than your spouse as a beneficiary, you must have his or her written approval. The approval must be witnessed by a notary public or by the Plan Administrator or its representative.

### **No Election**

You do not have to start receiving your pension benefit when you separate if you are younger than age 65, provided the present value of your total pension benefit amount (the total amount attributable to your contributions and Haddon's contributions) plus any benefit under any other component of the Plan is greater than \$5,000. You can elect to defer the payment of your pension benefit until as late as age 65. If you do not elect a distribution, you will receive a statement about your pension five to six months after you separate. When you decide you want to begin receiving your pension benefit, it is your responsibility to contact the Pension Service Center. Be sure to call 45 to 90 days before you want your pension benefit to begin. You will need your user ID and password (PIN). You will not begin receiving your pension benefit until you initiate contact, unless you are age 65.

### **Revoking an Election**

You can revoke your distribution election and make a new election at any time prior to the date your first pension benefit payment is made. If you are married and you make a new election, the spousal consent rules described above apply to your new election.

## Appendix A

G.C.I.U.  
Local 732--C

Termination		Dollar Amount
On or After	But Before	
January 1, 1989	January 9, 1990	\$ 7.00
January 9, 1990	January 6, 1991	\$ 8.00
January 6, 1991	January 7, 1991	\$ 9.00
January 7, 1991	January 6, 1992	\$10.00
January 6, 1992	January 4, 1993	\$11.00
January 4, 1993	January 3, 1994	\$12.00
January 3, 1994	January 2, 1995	\$14.00
January 2, 1995	January 8, 1996	\$16.00
January 8, 1996	January 6, 2002	\$17.00
January 6, 2002	January 7, 2003	\$18.00
January 7, 2003	January 7, 2004	\$19.00
January 7, 2004	January 1, 2005	\$20.00
January 1, 2005	January 1, 2006	\$21.00
January 1, 2006	January 1, 2007	\$22.00
January 1, 2007	January 1, 2009	\$23.00
January 1, 2009	May 1, 2011 and with a benefit starting date before May 1, 2011	\$23.00
January 1, 2009	January 1, 2010 and with a benefit starting date on or after May 1, 2011	\$24.00
January 1, 2010 and with a benefit starting date on or after May 1, 2011		\$25.00

G.C.I.U.  
Local 97-B

Termination		Dollar Amount
On or After	But Before	
January 1, 1989	April 2, 1989	\$8.00
April 2, 1989	April 8, 1991	9.00

April 8, 1991	April 6, 1992	10.00
April 6, 1992	April 5, 1993	12.00
April 5, 1993	April 4, 1994	13.00
April 4, 1994	April 3, 1995	14.00
April 3, 1995	April 8, 1996	15.00
April 8, 1996		17.00

UBCJ  
Local 261

Termination		Dollar Amount
On or After	But Before	
January 1, 1989		\$7.00

I.A.M. DIST. 128,  
Lodge 1084

Termination		Dollar Amount
On or After	But Before	
January 1, 1989	April 3, 1989	\$7.00
April 3, 1989	April 7, 1991	8.00
April 7, 1991	April 8, 1991	9.00
April 8, 1991	April 6, 1992	10.00
April 6, 1992	April 5, 1993	11.00
April 5, 1993	April 4, 1994	12.00
April 4, 1994	April 3, 1995	14.00
April 3, 1995		16.00

S.E.I.U.  
Local 406-Mailers

Termination		Dollar Amount
On or After	But Before	
January 1, 1989	April 3, 1989	\$7.00
April 3, 1989	April 7, 1991	8.00
April 7, 1991	April 8, 1991	9.00
April 8, 1991	April 6, 1992	10.00
April 6, 1992	April 5, 1993	11.00
April 5, 1993	April 4, 1994	12.00
April 4, 1994	April 3, 1995	14.00
April 3, 1995		16.00

S.E.I.U.  
Local 406-  
Service Workers

Termination		Dollar Amount
On or After	But Before	
January 1, 1989	April 3, 1989	\$7.00
April 3, 1989	April 7, 1991	8.00
April 7, 1991	April 6, 1992	9.00
April 6, 1992	April 5, 1993	10.00
April 5, 1993	April 4, 1994	12.00
April 4, 1994	April 3, 1995	14.00
April 3, 1995		16.00

Com. Com.

Termination		Dollar Amount
On or After	But Before	
January 1, 1989	April 2, 1989	\$8.00
April 2, 1989	April 8, 1991	9.00
April 8, 1991	April 5, 1992	10.00
April 5, 1992	April 5, 1993	11.00
April 5, 1993	April 4, 1994	12.00
April 4, 1994	April 3, 1995	14.00
April 3, 1995		16.00

I.B.E.W.  
Local 81

Termination		Dollar Amount
On or After	But Before	
January 1, 1989	April 2, 1989	\$7.00
April 2, 1989	April 8, 1991	8.00
April 8, 1991	April 5, 1992	9.00
April 5, 1992	April 6, 1992	10.00
April 6, 1992	April 5, 1993	11.00
April 5, 1993	April 4, 1994	12.00
April 4, 1994	April 3, 1995	14.00
April 3, 1995		16.00

Office &  
Management

Termination		Dollar Amount
On or After	But Before	
January 1, 1989	April 2, 1989	\$8.00
April 2, 1989	April 8, 1991	9.00
April 8, 1991	April 5, 1992	10.00
April 5, 1992	April 5, 1993	11.00
April 5, 1993	April 4, 1994	12.00
April 4, 1994	April 3, 1995	14.00
April 3, 1995		16.00

## RR Donnelley Pension Service Center

Milliman provides administrative support at the following address and phone number:

RR Donnelley Pension Service Center  
3800 American Blvd West  
Suite 400  
Minneapolis, MN 55431  
1-866-767-1212

Pension Service Center Representatives are available between the hours of 7 a.m. and 7 p.m. CT, Monday through Friday, except holidays.

Website: [www.MillimanBenefits.com](http://www.MillimanBenefits.com) (You will need your Login ID and password (PIN) to access the website.)

You may want to record your Login ID and password (PIN) below, however, please note such information should be kept secure.

Login ID: \_\_\_\_\_

Password (PIN): \_\_\_\_\_

As explained in greater detail in Part B of this SPD, contact Milliman for any questions concerning benefits, such as information about eligibility, pension estimates, how to apply for pension benefits and how to begin receiving benefits.