

SHORT TERM DISABILITY INCOME PLAN

for the  
Employees  
of  
Payless ShoeSource, Inc.

Plan Effective Date: January 1, 2014

The following information constitutes the Summary Plan Description required by the Employee Retirement Income Security Act of 1974.

**IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS OF THIS DOCUMENT AND THE FORMAL PLAN DOCUMENT, THE TERMS OF THE FORMAL PLAN DOCUMENT WILL CONTROL**

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## SECTION 1

### **1.1 SCHEDULE OF BENEFITS**

#### **1.1 Classes of Eligible Employees**

Class 1: All active, regular employed Full-time Payless ShoeSource, Inc. Employees classified as associates working a work scheduled as designated by the Employer, excluding non-exempt Eastern Distribution Center associates, non-exempt Western Distribution Center associates, exempt and non-exempt store associates and Employees of Collective Licensing International, LLC.

### **SCHEDULE OF BENEFITS FOR CLASS 1**

#### **1.2 Eligibility Waiting Period**

For Employees hired on or before the Plan Effective Date:

The day following 30 days of employment (Coverage is effective the 31st day)

For Employees hired after the Plan Effective Date:

The day following 30 days of employment (Coverage is effective the 31st day)

#### **1.3 Definition of Disability/Disabled**

The Employee is considered Disabled if, solely because of a covered Injury or Sickness, he or she is:

1. unable to perform all the material duties of his or her Regular Occupation, and
2. unable to earn 80% or more of his or her Covered Earnings from working in his or her Regular Occupation.

The Plan will require proof of earnings and continued Disability.

#### **1.4 Definition of Covered Earnings**

Covered Earnings means an Employee's regular weekly wage rate not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation in effect on the last day of Employee's Active Service before Employee became Disabled .

Any increase in an Employee's Covered Earnings will not be effective during a period of continuous Disability.

#### **1.5 Elimination Period**

For Accident: 14 calendar days

For Sickness: 14 calendar days

**1.6 Gross Disability Benefit** 60% of an Employee's weekly Covered Earnings

**1.7 Maximum Disability Benefit** None

**1.8 Minimum Disability Benefit** None

#### **1.9 Disability Benefit Calculation**

The Disability Benefit for any week the Employee is Disabled is the Gross Disability Benefit minus Other Income Benefits.

“Other Income Benefits” means any benefits listed in the Other Income Benefits provision that an Employee receives on his or her own behalf or for dependents, or which the Employee's dependents receive because of the Employee's entitlement to Other Income Benefits.

**1.10 Maximum Benefit Period**

For Accident:	11 weeks
For Sickness:	11 weeks

## **SECTION 2**

### **2.1 ELIGIBILITY FOR PLAN PARTICIPATION**

If you are in one of the Classes of Eligible Employees shown in the Schedule of Benefits, you are eligible to participate on the Plan Effective Date, or the day after you complete the Eligibility Waiting Period, if later. The Eligibility Waiting Period is the period of time you must be in Active Service to be eligible for participation. It will be extended by the number of days you are not in Active Service.

Except as noted in the Reinstatement Provision, if you terminate participation in the Plan and later wish to reapply, or if you are rehired, a new Eligibility Waiting Period must be satisfied. You are not required to satisfy a new Eligibility Waiting Period if Plan participation ends because you are no longer in a Class of Eligible Employees, but continue to be employed and within one year become a member of an eligible class.

## **SECTION 3**

### **3.1 EFFECTIVE DATE OF PLAN PARTICIPATION**

You will be covered under the Plan on the date you become eligible, if you are not required to contribute to the cost of this Plan participation.

If you are not in Active Service on the date Plan participation would otherwise be effective, it will be effective on the date you return to any occupation for your Employer on a Full-time basis.

## **SECTION 4**

### **4.1 TERMINATION OF PLAN PARTICIPATION**

Your participation will end on the earliest of the following dates:

1. the date you are eligible for participation under a plan intended to replace this Plan;
2. the date the Plan is terminated;
3. the date you are no longer in an eligible class;
4. the date you are no longer in Active Service;
5. the date benefits end for failure to comply with the terms and conditions of the Plan.

## **SECTION 5**

### **5.1 CONTINUATION OF PLAN PARTICIPATION**

This Continuation of Plan Participation provision modifies the Termination of Plan Participation provision to allow participation to continue under certain circumstances if you are no longer in Active Service. Coverage that is continued under this provision is subject to all other terms of the Termination of Plan Participation provisions.

Disability participation under the Plan continues if your Active Service ends due to a Disability for which benefits under the Plan are or may become payable. If you do not return to Active Service, the participation under the Plan ends when the Disability ends or when benefits are no longer payable, whichever comes first.

If your Active Service ends due to an approved leave pursuant to the Family and Medical Leave Act (FMLA), participation under the Plan will continue up to the later of the period of your approved FMLA leave or the leave period required by law in the state in which you are employed.

If your Active Service ends due to an approved personal leave of absence, participation under the Plan will continue for you for up to 30 days (up to 90 days if approved by Human Resources).

If your Active Service ends due to a leave for military service, participation will continue for you for up to 24 months. Premiums are required for this coverage.

If your Active Service ends due to any other documented leave of absence approved in writing by the Employer prior to the date you cease work, participation under the Plan will continue for you for up to 6 months after the month in which the leave of absence commenced or up to an Employer approved extension not to exceed 12 months. If the leave terminates prior to the agreed upon date, this continuation will cease immediately. An approved leave of absence does not include layoff or termination of employment.

If your Active Service ends due to any other excused short term absence from work that is reported to the Employer timely in accordance with the Employer's reporting requirements for such short term absence, your participation under the Plan will continue until the earliest of:

- a) the date your employment relationship with the Employer terminates;
- b) the end of the 30-day period that begins with the first day of such excused absence;
- c) the end of the period for which such short term absence is excused by the Employer.

Notwithstanding any other provision of this plan, if your Active Service ends due to layoff, termination of employment, or any other termination of the employment relationship, participation under the Plan will terminate and Continuation of Plan Participation under this provision will not apply.

If your participation is continued pursuant to this Continuation of Plan Participation provision, and you become Disabled during such period of continuation, Disability Benefits will not begin until the later of the date the Elimination Period is satisfied or the date you are scheduled to return to Active Service.

## **SECTION 6**

### **6.1 DESCRIPTION OF BENEFITS**

The following provisions explain the benefits available under the Plan. Please see the Schedule of Benefits for the applicability of these benefits to each Class of Eligible Employees.

### **6.2 Disability Benefits**

The Plan will pay Disability Benefits if you become Disabled while covered under this Plan. You must satisfy the Elimination Period, be under the Appropriate Care of a Physician, and meet all the other terms and conditions of the Plan. You must provide the Plan, at your own expense, satisfactory proof of Disability before benefits will be paid. The Disability Benefit is shown in the Schedule of Benefits.

The Plan will require continued proof of your Disability for benefits to continue.

### **6.3 Elimination Period**

The Elimination Period is the period of time you must be continuously Disabled before Disability Benefits are payable. The Elimination Period is shown in the Schedule of Benefits.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes.

### **6.4 Disability Benefit Calculation**

The Disability Benefit Calculation is shown in the Schedule of Benefits. Disability Benefits are based on the number of days in a normally scheduled work week for you immediately before the onset of Disability. They will be prorated if payable for any period less than a week. If you are working while Disabled, the Disability Benefit Calculation will be the Return to Work Incentive Benefit Calculation.

## **6.5 Minimum Benefit**

The Plan will pay the Minimum Benefit regardless of any reductions made for Other Income Benefits. However, if there is an overpayment due, this benefit may be reduced to recover the overpayment.

## **6.6 Other Income Benefits**

If Disability Benefits are payable to you under this Plan, you may be eligible for benefits from Other Income Benefits. If so, the Plan may reduce the Disability Benefits by the amount of such Other Income Benefits.

Other Income Benefits include the amount of any benefit for loss of income, provided to Employee or Employee's family, as a result of the period of disability for which Employee is claiming benefits under the Plan. Includes any such benefit for which the Employee or Employee's family is eligible or that is paid to the Employee, Employee's family or to a third party on the Employee's behalf, pursuant to any:

- (1) temporary, permanent disability, or impairment benefits under a Workers Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- (2) governmental law or program that provides disability or unemployment benefits as a result of Employee's job with Employer;
- (3) plan or arrangement of coverage, including income for any accumulated sick time, personal time off, vacation pay or paid time off, whether insured or not, which is received from Employer as a result of employment by or association with Employer or which is the result of membership in or association with any group, association, union or other organization, or any other disability income available to Employee, through Employer;
- (4) individual insurance policy where the premium is wholly or partially paid by Employer;
- (5) mandatory "no fault" automobile insurance plan;
- (6) disability benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan, or any provincial pension or disability plan; or
  - d) similar plan or act;
- (7) disability benefit from the Veterans Affairs, or any other foreign or domestic governmental agency that:
  - a) begins after Employee becomes disabled; or
  - b) Employee was receiving before becoming disabled, but only as to the amount of any increase in the benefit attributed to the Employee's disability.

Family includes any person who receives benefits under any applicable law because of an Employee's entitlement to benefits.

### *Increases in Other Income Benefits*

Any increase in Other Income Benefits during a period of Disability due to a cost of living adjustment will not be considered in calculating your Disability Benefits after the first reduction is made for any Other Income Benefits. This section does not apply to any cost of living adjustment for Disability Earnings.

### *Lump Sum Payments*

Other Income Benefits or earnings paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated over five years.

If no specific allocation of a lump sum payment is made, then the total payment will be an Other Income Benefit.

## **6.7 Successive Periods of Disability**

A separate period of Disability will be considered continuous:

1. if it results from the same or related causes as a prior Disability for which weekly benefits were payable; and
2. if, after receiving Disability Benefits, you return to work in your Regular Occupation for less than 30 consecutive days; and
3. if you earn less than the percentage of Covered Earnings that would still qualify you to meet the definition of Disability/Disabled during at least one week.

Any later period of Disability, regardless of cause, that begins when you are eligible for participation under another group disability plan provided by any employer will not be considered a continuous period of Disability.

For any separate period of disability which is not considered continuous, you must satisfy a new Elimination Period.

## **SECTION 7**

### **7.1 SOCIAL SECURITY ASSISTANCE**

The Plan may help you in applying for Social Security Disability Income (SSDI) Benefits, and may require you to file an appeal if it believes a reversal of a prior decision is possible.

The Plan will reduce Disability Benefits by the amount it estimates you will receive, if you refuse to cooperate with or participate in the Social Security Assistance Program.

### **7.2 RECOVERY OF OVERPAYMENT**

The Plan has the right to recover any benefits it has overpaid. The Plan may use any or all of the following to recover an overpayment:

1. request a lump sum payment of the overpaid amount;
2. reduce any amounts payable under this Plan; and/or
3. take any appropriate collection activity available to it.

The Minimum Benefit amount will not apply when Disability Benefits are reduced in order to recover any overpayment.

If an overpayment is due when you die, any benefits payable under the Plan will be reduced to recover the overpayment.

## **SECTION 8**

### **8.1 ADDITIONAL BENEFITS**

#### **8.2 Rehabilitation During A Period of Disability**

If the Plan determines that you are a suitable candidate for rehabilitation, the Plan may require you to participate in a Rehabilitation Plan. The Plan has the sole discretion to approve your participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan.

The Rehabilitation Plan may, at the Plan's discretion, allow for payment of your medical expense, education expense, moving expense, accommodation expense or family care expense while you participate in the program.

If you fail to fully cooperate in all required phases of the Rehabilitation Plan without Good Cause, no Disability Benefits will be paid, and Plan participation will end.



### **8.3 Termination of Disability Benefits**

Benefits will end on the earliest of the following dates:

1. the date you earn more than the percentage of Covered Earnings set forth in the definition of Disability from any occupation;
2. the date the Plan determines you are not Disabled;
3. the end of the Maximum Benefit Period;
4. the date you die;
5. the date you refuse, without Good Cause, to fully cooperate in all required phases of the Rehabilitation Plan and assessment;
6. the date you are no longer receiving Appropriate Care;
7. the date you fail to cooperate with the Plan in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Benefits may be resumed if you begin to cooperate fully in the Rehabilitation Plan within 30 days of the date benefits terminated.

## **SECTION 9**

### **9.1 EXCLUSIONS**

The Plan does not cover and will not pay for any Disability:

1. unless the Employee is under the regular care of a Physician;
2. that is caused by or contributed to by war or any act of war (declared or not);
3. caused by Employee's commission or attempt to commit a felony;
4. caused by or contributed to by being engaged in an illegal occupation;
5. caused by or contributed to by an intentionally self-inflicted injury;
6. for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
7. sustained as a result of doing any work for pay or profit for another Employer.

If Employee is receiving or eligible for benefits for a Disability under a prior disability plan that:

1. was sponsored by the Employer; and
  2. was terminated before the Effective Date of the Plan;
- no benefits will be payable for the Disability under the Plan.

In addition, Disability Benefits will not be paid for any period of Disability during which the Employee is incarcerated in a penal or corrections institution.

### **9.2 Pre-Existing Condition Limitation**

The Plan will not pay benefits for any period of Disability caused or contributed to by, or resulting from, a Pre-existing Condition. A "Pre-existing Condition" means any Injury or Sickness for which you incurred expenses, received medical treatment, care or services including diagnostic measures, took prescribed drugs or medicines, or for which a reasonable person would have consulted a Physician within 6 months before your most recent effective date of Plan participation.

The Pre-existing Condition Limitation will apply to any added benefits or increases in benefits. This limitation will not apply to a period of Disability that begins after you are covered for at least 12 months after your most recent effective date of Plan participation, or the effective date of any added or increased benefits.

## **SECTION 10**

### **10.1 DEFINITIONS**

Please note, certain words used in this plan document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

### **10.2 Accident**

An Accident is a sudden, unforeseeable external event that causes bodily Injury to you while participation is in force under the Plan.

### **10.3 Active Service**

You will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. You are performing your Regular Occupation for the Employer on a Full-time basis. You must be working at one of the Employer's usual places of business or at some location to which the Employer's business requires you to travel.
2. The day is a scheduled holiday or vacation day and you were performing your Regular Occupation on the preceding scheduled work day.

You are considered in Active Service on a day which is not one of the Employer's scheduled work days only if you were in Active Service on the preceding scheduled work day.

### **10.4 Appropriate Care**

Appropriate Care means the determination of an accurate and medically supported diagnosis of your Disability by a Physician, or a plan established by a Physician of ongoing medical treatment and care of the Disability that conforms to generally accepted medical standards, including frequency of treatment and care.

### **10.5 Claim Administrator**

The Claim Administrator is the person or entity chosen by the Plan to review claims for benefits provided under the Plan, as provided for by ERISA.

### **10.6 Disability Earnings**

Any wage or salary for any work performed for any Employer during your Disability, including commissions, bonus, overtime pay or other extra compensation.

### **10.7 Employee**

For eligibility purposes, you are an Employee if you work for the Employer and are in one of the Classes of Eligible Employees. Otherwise, you are an Employee if you are an employee of the Employer who participates under this Plan.

### **10.8 Employer**

The Employer and any affiliates or subsidiaries covered under the Plan.

### **10.9 Full-time**

Full-time means the number of hours set by the Employer as a regular work day for Employees in your eligibility class.

### **10.10 Good Cause**

A medical reason preventing participation in the Rehabilitation Plan. Satisfactory proof of Good Cause must be provided to the Plan.

**10.11 Injury**

Any accidental loss or bodily harm which results directly or indirectly of all other causes from an Accident.

**10.12 Physician**

Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to you that is appropriate for your condition and locality. The term does not include you, your spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of you or spouse, or a person living in your household.

**10.13 Plan**

Refers to the short term disability benefits provided by the Employer and affiliates as in effect from time to time.

**10.14 Plan Administrator**

The Plan Administrator is the person or entity chosen by the Plan to act as the administrator of the Plan, as provided for by ERISA.

**10.15 Prior Plan**

The Prior Plan refers to the plan of coverage or insurance providing similar benefits sponsored by the Employer in effect directly prior to the Plan Effective Date. A Prior Plan will include the plan of a company in effect on the day prior to that company's addition to this Plan after the Plan's Effective Date.

**10.16 Regular Occupation**

The occupation you routinely perform at the time the Disability begins. In evaluating Disability, the Plan will consider the duties of the occupation as it is normally performed in the general labor market in the national economy. It is not work tasks that are performed for a specific employer or at a specific location.

**10.17 Rehabilitation Plan**

A written plan designed to enable you to return to work. The Rehabilitation Plan will consist of one or more of the following phases:

1. rehabilitation, under which the Plan may provide, arrange or authorize education, vocational or physical rehabilitation or other appropriate services;
2. work, which may include modified work and work on a part-time basis.

**10.18 Sickness**

Any physical or mental illness or disease.

**10.19 You**

A person covered under the Plan.

## SECTION 11

### **11.1 ADMINISTRATIVE PROVISIONS**

#### **11.2 Reinstatement of Plan Participation**

Your participation may be reinstated if it ends because you are on an unpaid leave of absence.

Your participation may be reinstated only if a written request for reinstatement is received by the Plan within 31 days from the date you return to Active Service from an Employer approved unpaid leave of absence or from the military service pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). For participation to be reinstated the following conditions must be met.

1. You must be in a Class of Eligible Employees.
2. The required contribution must be paid, if applicable.

Reinstated participation will be effective on the date you return to Active Service. If you did not fully satisfy the Eligibility Waiting Period or the Pre-Existing Condition Limitation, if any, before participation ended due to an unpaid leave of absence, credit will be given for any time that was satisfied.

#### **11.3 Claimant Cooperation Provision**

Your failure to cooperate with the Plan in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

#### **11.4 Proof of Loss**

Written proof of loss must be given to the Plan within 90 days after the date of the loss for which a claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible. In any case, written proof must be given not more than a year after that 90 day period. If written proof of loss is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Within 30 days of a request, written proof of continued Disability and Appropriate Care by a Physician must be given to the Plan.

#### **11.5 Time of Payment**

Disability Benefits will be paid at regular intervals of not less frequently than once a week. Any balance, unpaid at the end of any period for which the Plan is liable, will be paid at that time.

#### **11.6 To Whom Payable**

Disability Benefits will be paid to you. If any person to whom benefits are payable is a minor or is declared by a court as incompetent or, in the opinion of the Plan, is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, the Plan, may at its option, make payment to the person or institution appearing to have assumed custody and support.

If you die while any Disability Benefits remain unpaid, the Plan may, at its option, make direct payment to any of the following living relatives of you: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of your estate. The Plan may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release the Plan from all liability for any payment made.

### **11.7 Physical Examination and Autopsy**

The Plan, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Plan may, at its expense, require an autopsy unless prohibited by law.

### **11.8 Physician/Patient Relationship**

You will have the right to choose any Physician who is practicing legally. The Plan will in no way disturb the Physician/patient relationship.

## **SECTION 12**

### **12.1 CLAIM PROCEDURES**

#### **12.2 What You Should Do and Expect If You Have a Claim**

When you are eligible to receive benefits under the Plan, you must request a claim form or obtain instructions for submitting your claim telephonically or electronically, from the Plan Administrator. All claims you submit must be on the claim form or in the electronic or telephonic format provided by the Plan Administrator. You must complete your claim according to directions provided by the Plan Administrator. If these forms or instructions are not available, you must provide a written statement of proof of loss. After you have completed the claim form or written statement, you must submit it to the Claim Administrator appointed by the Plan Administrator.

The Plan Administrator is the named fiduciary for adjudicating claims for benefits under the Plan, and for deciding any appeals of denied claims. The Plan Administrator shall have the authority, in its discretion, to interpret the terms of the Plan, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Plan Administrator shall be final and binding on Participants and Beneficiaries to the full extent permitted by law.

The Plan has 45 days from the date it receives your claim to determine whether or not benefits are payable to you in accordance with the terms and provisions of the Plan. The Plan may require more time to review your claim if necessary due to circumstances beyond its control. If this should happen, the Plan must notify you in writing that its review period has been extended for up to two additional periods of 30 days. If this extension is made because you must furnish additional information, these extension periods will begin when the additional information is received. You have up to 45 days to furnish the requested information.

During the review period, the Plan may require a medical examination of the Participant, at the Plan's own expense; or additional information regarding the claim. If a medical examination is required, the Plan will notify you of the date and time of the examination and the physician's name and location. It is important that you keep any appointments made since rescheduling examinations will delay the claim process. If additional information is required, the Plan must notify you, in writing, stating the information needed and explaining why it is needed.

If your claim is approved, you will receive the appropriate benefit from the Plan.

If your claim is denied, in whole or in part, you must receive a written notice from the Plan within the review period. The written notice must include the following information:

1. The specific reason(s) the claim was denied.
2. Specific reference to the Plan provision(s) on which the denial was based.
3. Any additional information required by your claim to be reconsidered, and the reason this information is necessary.
4. Identification of any internal rule, guideline or protocol relied on in making the claim decision, and an explanation of any medically-related exclusion or limitation involved in the decision.
5. A statement informing you of your right to appeal the decision, and an explanation of the appeal procedure, as outlined below.

### **12.3 Appeal Procedure for Denied Claims**

Whenever a claim is denied, you have the right to appeal the decision. You (or your duly authorized representative) must make a written statement for appeal to the Plan Administrator within 180 days from the date you receive the denial. If you do not make this request within that time, you will have waived your right to appeal.

Once your request has been received by the Plan Administrator, a prompt and complete review of your claim must take place. This review will give no deference to the original claim decision, and will not be made by the person who made the initial claim decision. During the review, you (or your duly authorized representative) have the right to review any documents that have a bearing on the claim, including the documents which establish and control the Plan. Any medical or vocational experts consulted by the Plan will be identified. You may also submit issues and comments that you feel might affect the outcome of the review.

The Plan has 45 days from the date it receives your request to review your claim and notify you of its decision. Under special circumstances, the Plan may require more time to review your claim. If this should happen, the Plan must notify you, in writing, that its review period has been extended for an additional 45 days. Once its review is complete, the Plan must notify you, in writing, of the results of the review and indicate the Plan provisions upon which it based its decision.

## **SECTION 13**

### **13.1 YOUR RIGHTS AS SET FORTH BY ERISA**

As a participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

#### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefit Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefit Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefit Security Administration.

This Plan is designed to provide you with short term disability income benefits in the event of your covered Disability. Every effort has been made to assure the accuracy of this Summary Plan Description. To the extent that the terms of the Plan Document differ from this Summary Plan Description, the Plan Document will prevail.

## SECTION 14

### **14.1 PLAN ADMINISTRATION**

The Plan is established and maintained by Payless ShoeSource, Inc.

The Employer Identification Number (EIN) is 48-0674097.

The Plan Number is 507.

The Plan Administrator is:                   Corporate Benefits Department.  
  3231 SE Sixth Avenue  
  Topeka, KS 66607-2207  
  785-233-5171

Service of Legal Process may be made upon the Plan Administrator. The Plan Administrator has authority to control and manage the operation and administration of the plan.

This plan of benefits is self-insured by the Employer and its cost is financed by the Employer.

Date of the end of the Plan Year: December 31

**PLAN TERMINATION:** The right is reserved in the plan for the Employer to terminate, suspend, withdraw or amend the plan in whole or in part at any time.