

SAMPLE EMPLOYEE AUTHORIZATION FORM

I _____, authorize _____ to provide Attorney _____ along with his/her associates with any and all information they may request or require concerning my retirement benefits (both qualified and non-qualified), other employment benefits, employment history (including dates of employment and salary history), COBRA continuation coverage, stock option agreements, signing contracts and bonus and other incentive compensation plans.

This authorization will become invalid 365 days within receipt of this request.

To facilitate handling this matter, I authorize you to reveal this information by phone, letter or fax to the above-noted authorized agents. In addition, I ask that you honor faxed transmissions of this authorization form or copies thereof, recognizing that the original will be forwarded, if requested for your records.

If there are any questions regarding this authorization, please contact me at:

Employee's Signature

Employee's Name (typed or printed)

Employee's Social Security Number

Employee's Phone

Date: _____

SAMPLE LETTER TO PLAN ADMINISTRATOR

Dear Plan Administrator,

Enclosed please find an authorization form signed by _____ (Social Security Number _____) that grants you permission to disclose information relative to any and all retirement benefit programs under which he/she may be covered as a result of employment with your company.

Please provide us with the following information:

- 1.) **All Qualified Retirement Plans:** The names of all the qualified retirement plans under which the above named employee is currently accruing (or has accrued) benefits, including but not limited to any defined benefit pension plan or defined contribution plan (such as 401(k), profit sharing, retirement savings plan or ESOP). Please supply a Summary Plan Description as well as any Model QDRO or QDRO Procedures documents for each plan in which the employee is a participant.
- 2.) **All Non-Qualified Retirement or Deferred Compensation Plans:** The names of all nonqualified plans under which the above named employee participates (or has participated) including, but not limited to, any stock option plans, Stock Appreciation Rights (SAR's), Phantom Stock, excess defined benefit plans, or any other deferred compensation plans, whether insured or uninsured. Please indicate whether plan benefits are divisible by Domestic Relations Orders. For all stock options, please provide the Stock Option Agreement, along with a current listing of all outstanding options, exercise price, fully vested date and expiration date as well as whether or not they are ISO's or NQ's.
- 3.) **Statement of Accrued Benefits and/or Account Balances:** Please include the following information with respect to each retirement plan which the above named employee has accrued a benefit:
 - a. An estimate of his/her accrued benefit under any defined benefit pension plan, including the date on which he/she may commence his/her benefits on an unreduced basis (Normal Retirement Date), and also the plan's provisions for early retirement, including the extent of the actuarial reductions, if any, that may be applied to the participant's early retirement benefits. Assume that a Single Life Benefit will be paid.

- b. A statement that indicates whether (and when) the above named employee would be eligible to retire early under the plan and whether he/she will be entitled to any early retirement subsidy (and the amount of such early retirement benefit and subsidy, including any temporary or supplemental benefits that may become payable under the terms of the plan). Also, please indicate whether your defined benefit plan allows for any lump sum distributions.
- c. A statement of his/her current account balances under any defined contribution plan or ESOP, indicating any previous loans/and or withdrawals. Also, please indicate whether your plan has in-service withdrawal features, such as loans or hardship withdrawals. Also indicate whether alternate payees under QDRO's are eligible to receive immediate lump-sum distributions upon approval of a QDRO or whether plan assets must remain with the plan.

4.) **Imminent Plan Enhancements:** Please detail whether the participant will become entitled to any imminent plan enhancements including but not limited to, predetermined or pending contractual plan increases (i.e. union negotiations), upcoming early retirement window programs or buyout offers.

5.) **Summary Plan Descriptions:** Please provide us with a copy of the latest summary plan description ("SPD") for each plan under which the above named employee is covered.

6.) **Model Qualified Domestic Relations Orders:** Please send us any model QDRO's that you may have developed or any written procedures for drafting QDRO's in order to help us expedite the approval process.

Thank you for your help in this request. If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

(Attorney's Name)

SAMPLE QDRO REVIEW LETTER TO BE SIGNED BY CLIENT

Date:

Dear Attorney _____,

By signing this letter, I hereby state that on the date above, you and I reviewed the terms of my Qualified Domestic Relations Order(s) to ensure my understanding of the key provisions. As a result, my signature on this letter indicates that I fully understand the provisions of the Order, as indicated below. If I have further questions or concerns, I understand that I should contact you, my attorney and/or the QDRO preparer _____. I was also made aware of the fact that I should consult with my tax specialist to determine the tax consequences of any distributions I may take from the pension/retirement plans covered by the QDRO(s).

Provisions Reviewed:

1. Benefit assignment amount
2. Inclusion/exclusion of loan balances (defined contribution plans only)
3. Earliest date for commencement of benefits
4. Inclusion or Exclusion of Ancillary Benefits (early retirement subsidies, COLA's, temporary or interim benefits)
5. Survivor Benefits: Pre and Post retirement; implications for future spouse coverage (if plan participant); anticipated coverage level
6. Naming a beneficiary
7. Duty of informing the Plan if my address changes
8. Next step

Very Truly Yours,

Client Name (to be printed or typed)

Witness (to be printed or typed)