Our Updated Executive Change-in-Control Survey

Corporate merger and acquisition (M&A) activity continues to be strong during the first half of 2018. A recent court case and the decision by the government not to seek an injunction to stop AT&T’s acquisition of Time Warner has some speculating we can expect more merger activity later this year. Some big fish swimming in the M&A pool recently include:

- Amazon and Whole Foods
- CVS and Aetna
- Cigna and Express Scripts
- Marathon Petroleum and Andeavor
- Sprint and T-Mobile
- 21st Century Fox and Walt Disney (with Comcast not out of this one)

It’s not unusual to see senior executives leave employment following a merger – either voluntarily or involuntarily. While most companies have severance policies for executives – and often for all employees – who are involuntarily severed, most large U.S. companies have an enhanced severance program for executives affected by a change-in-control (“CIC”). These arrangements are characterized as “golden parachutes.” Over the past two decades, there has been significant change in the design of these arrangements. This is an update to our periodic review of the structure of CIC-related payouts.

Payments following a CIC typically include cash severance (upon an actual or constructive termination), payout of annual bonus for the year (typically pro-rated), acceleration in vesting or cash-out of equity awards, and may also include enhanced supplemental retirement benefits, outplacement assistance, financial planning and possibly, protection to avoid any parachute excise tax. Here are amounts payable to senior executive officers following a CIC at Ayco corporate partners, compared to amounts payable in our informal survey conducted twelve years ago:

<table>
<thead>
<tr>
<th>Amounts Payable</th>
<th>2017/18</th>
<th>2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-1½X Pay</td>
<td>2%</td>
<td>1%</td>
</tr>
<tr>
<td>2-2½X Pay</td>
<td>44%</td>
<td>25%</td>
</tr>
<tr>
<td>3X Pay</td>
<td>54%</td>
<td>74%</td>
</tr>
<tr>
<td>Other Executives</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-1½X Pay</td>
<td>35%</td>
<td>35%</td>
</tr>
<tr>
<td>2-2½X Pay</td>
<td>4%</td>
<td>23%</td>
</tr>
<tr>
<td>3X Pay</td>
<td>61%</td>
<td>61%</td>
</tr>
</tbody>
</table>
Prominence of CIC Coverage for Named Executive Officers. Of the 235 U.S. public companies in our most recent survey group, 80% reported in their proxy statement that they offer CIC protection to senior executives in the form of agreements or a plan. Thus, 20% of our survey group reported no such contractual arrangements for senior executive officers. However, this does not mean that there would be no implications following a CIC. In almost all cases, there is acceleration in vesting of long-term incentive (LTI) awards upon the closing of the transaction - or upon a subsequent termination of employment – characterized as a “double-trigger” requirement.

At just over 25% of our survey group, a greater severance multiple is offered to the CEO than other NEOs. This is more than double the number of companies that offered this disparity in our survey 12 years ago. We also noted three companies that provided a lower severance multiple for the CEO than other NEOs, and two companies that provided only the CEO with severance upon a CIC. Severance payments now are commonly conditioned on an executive’s agreeing to various restrictive covenants. This has an obvious impact on the executive, but also may help reduce any parachute excise tax if this is considered “reasonable compensation” for services rendered.

It often is the dollar amount of severance payable that makes headlines rather than the multiple of pay. According to the 2017/2018 analysis of the largest 20 U.S. public companies from 10 different industries published by the professional services firm Alvarez & Marsal, the average parachute payments for CEOs saw a decline from $30.2 million in 2015 to $27.9 million in 2017. The same was true for CIC-related benefits paid to other NEOs, which decreased from $12.3 to $11.1 million over that same period.

A “constructive termination” clause commonly is in CIC arrangements. These provide for a “good reason” voluntary termination where an executive will be treated as entitled to severance. A good reason termination typically is defined as resulting from:

- a reduction in pay or status,
- relocation of primary office,
- material breach of agreement by the company, and
- sometimes, the failure of the acquiring company to adopt the agreement.

Walk-away windows are far less common today. These allow a key executive to leave voluntarily without any specified reason and still receive severance – but only if elected within a defined timeframe, such as a window that ends 30 days, six months or one year following the closing.

Continuation of Welfare and Other Benefits. Employment (including specific CIC) agreements typically provide for the continuation of, or reimbursement for, the cost of welfare benefits (e.g., medical and life insurance) for a period following a separation from service. At just over 15% of our survey group, the CEO is eligible for a longer period than other executives and at approximately 10% we saw no stated continuation period paid for by the company.

Here is the continuation period of welfare benefits for named executive officers (NEOs) among our survey group who reported this:

<table>
<thead>
<tr>
<th>Continuation Period - Welfare Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Months</td>
</tr>
<tr>
<td>18 Months</td>
</tr>
<tr>
<td>24 Months</td>
</tr>
<tr>
<td>30 Months</td>
</tr>
<tr>
<td>36 Months</td>
</tr>
</tbody>
</table>

Retirement Plan Benefit Enhancements. An estimated 15% of CIC arrangements provide some form of retirement benefit enhancement. In these, the executive may be treated as having an additional 2-3 years of credited age and service for purpose of a SERP, become entitled to a make-up match or company contribution under an excess 401(k) plan, or receive acceleration in vesting.

Golden Parachute Excise Tax. When Congress enacted IRC §280G and §4999 nearly 35 years ago, it was expected that companies would restrict CIC-related payments to senior executives to avoid any “excess” parachute payments. An excess parachute payment is one where the present value of all payments that are “contingent on a change in control” exceed three times a “base amount” (average W-2 wages over the three years prior to the year of the closing). From the late 1980s through the early 2000s, excise tax gross-ups were commonly authorized under agreements to put an executive in the same after-tax position as if no excise tax were imposed.
But this is expensive for the acquiring company, not only because of the extra cash required - which itself is a parachute payment - but because of the loss of a corporate tax deduction associated with excess parachute payments.

Over the past decade, corporate positions on all tax gross-ups, including for the golden parachute excise tax, have been changing. This can be attributed to several factors, including the ISS position on gross-ups (they consider it a poor pay practice), the “Say-on-Pay” and “Say-on-Golden Parachute” requirements created by the Dodd-Frank Act, as well as the revised proxy disclosure rules, and companies following what peers are doing. Over 50% of our survey group eliminated CIC tax gross-up within the past 12 years, either for all executives or for any new agreements entered into. Thus, some executives at a company could have a grandfathered gross-up, but most NEOs will have none.

Here are now the more common provisions in place dealing with any possible golden parachute excise tax:

- “Cutback” provision - reduces payments (often severance) to just below the excess threshold.
- Conditional Gross-Up - provides for a gross-up only in the event that the total payments are more than a stipulated amount above the threshold (e.g., at least $50,000 or at least 10% above the 3X base amount).
- Combination Approaches –
  - “Best Net” – makes all payments or cuts back to below the threshold, with the executive receiving the better after-tax approach;
  - Conditional Gross-Up with Cutback - provides a gross-up if a prescribed threshold is reached; if not, a full cutback to below the threshold.

Here is a comparison of what we see today compared to what we saw twelve years ago among our survey group:

<table>
<thead>
<tr>
<th>Provision For Parachute Excise Tax</th>
<th>2018</th>
<th>2006</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Gross-Up*</td>
<td>7%</td>
<td>69%</td>
</tr>
<tr>
<td>Grandfathered Gross-Up Only</td>
<td>8%</td>
<td>4%</td>
</tr>
<tr>
<td>Cutback/Best Net</td>
<td>8%</td>
<td>56%</td>
</tr>
<tr>
<td>Conditional Gross-Up</td>
<td>6%</td>
<td>5%</td>
</tr>
<tr>
<td>Arrangement Silent</td>
<td>23%</td>
<td>17%</td>
</tr>
</tbody>
</table>

*Includes 5 companies where only CEO is eligible for gross-up

A separate calculation of potential excise tax must be determined each year that CIC-related payouts occur. Thus, it may be necessary to have a cutback the year following the closing.

**Definition of CIC.** The definition of a change-in-control can vary by company and even by plan or agreement. There even are subtle differences in the definitions under IRC §4999/§280G (golden parachute excise tax) and IRC §409A. In general, a CIC occurs if: (1) an unrelated person or entity acquires control of a specified percentage of the company’s voting common stock; or (2) a change in effective control or a change in ownership of substantial assets occurs; or (3) there is a change in a majority of the board of directors. It should be noted that it is the acquired company that undergoes the CIC and not the acquiring company.

**Impact of CIC on Compensation Plans.** Distinct from individual CIC agreements, CIC provisions often are included in compensation plans. This is an area that has seen significant alternations in design over the twelve years since our 2006 survey. Historically, LTI plans, as well as many nonqualified retirement plans, contained language that provided for acceleration in vesting upon a change-in-control itself – known as “single trigger” vesting. The present value of this acceleration is the amount included in the parachute excise tax calculation (it’s different than the income tax calculation). Single-trigger acceleration for LTIP awards is a design feature that has quietly been converted at most companies to a “double-trigger” requirement – that is, both the closing of the transaction AND a separation from service (involuntary, constructive termination, or sometimes, voluntary).

This change to a double-trigger is primarily due to proxy advisor and corporate governance recommendations. For example, ISS has indicated that it considers most single trigger vesting of equity, as well as single-trigger payments of performance-based awards without the achievement of stated performance measures to be problematic pay practices that could lead to their recommending that shareholders vote AGAINST in a “say-on-pay” vote. Over the past several years, we have seen a significant number of companies modify the terms of their long-term incentive plans to accommodate this position - which also reduces the risk of excise tax exposure.

We estimate that around 90% of our survey group have a double-trigger requirement for time-based awards - that is, the acceleration in vesting of stock options and restricted stock/RSUs occurs only if the employee is involuntarily terminated within the stated timeframe following the CIC
(typically, two years). A few companies have a “modified” single-trigger – a hybrid of a single and double-trigger. It would allow an executive to terminate voluntarily during a specified time following the M&A closing and still receive certain CIC benefits. This can act as a retention device for key executives for a period of time after the CIC.

We saw several instances in which LTI plans or individual agreements provided that acceleration in vesting would occur only in the event that the acquirer did not assume or exchange the grant for awards in their company’s stock with the same terms.

There has also been a significant increase in performance-based LTI awards to executives (see March 2017 Digest). Unlike the acceleration in vesting of stock options/SARs, restricted stock/RSUs upon a single- or double-trigger, achievement of performance metrics must be met. Most companies delayed payout of performance-based awards until the end of the performance period, with a payout being based on the greater of target or the actual performance achievement. A little less than half of the companies provide for a pro-rata payout.

Another difference relates to the value of performance awards for calculating any golden parachute excise tax under §280G. Unless performance metrics have been met as of the closing, generally the full value of amounts payable must be considered in the calculation, in contrast to only the acceleration value of time-vested LTI awards.

**Section 409A Compliance.** In general, in the event of an involuntary termination (whether following a CIC or not), there are several exceptions that would permit severance, or a portion of it, to be paid immediately following termination, even for a “specified employee” who otherwise would be subject to a six-month delay in payments made following a separation from service. Since a CIC is an allowable trigger event for distributions under §409A, it is permissible to make single-trigger payments at any time following a CIC. However, if payouts are subject to a double-trigger (which increasingly is the case), a specified employee will generally be subject to the required six-month delay to avoid §409A penalty risk.

A CIC is a permissible trigger to allow a distribution from a NQDC plan without a 6-month delay. We saw a small number of companies (about 10% of our survey group) with an automatic lump sum payout from their NQDC plan upon the closing of a transaction.

**Shareholder Voting and Proxy Disclosure.** Proxy disclosure rules mandate disclosure of potential payments to all named executive officers in the event of a CIC (by assuming the transaction closes on the last business day of the last fiscal year and using the closing price of company stock on that date). The disclosure must be in both tabular and narrative format. That is, there must be charts illustrating the total value of all compensation payable, as well as a narrative explaining the payments. The table must break out each separate payment, as well as indicating which are “single-trigger” and which are “double-trigger” payments. The narrative should describe the circumstances which would trigger payment, the form of payment (i.e. a lump sum or installments), the duration of payments, and any material conditions that could apply to the payment, such as being subject to a non-compete, confidentiality restrictions, etc. The disclosure must also indicate the circumstances in which any gross-up for the golden parachute excise tax would become payable.

Shareholders of public companies now have the right to cast advisory votes on certain aspects of executive compensation. The “Say-on-Golden Parachute” is one. These votes are non-binding, but allow shareholders to approve or disapprove compensation paid to the NEOs of both the target and acquiring companies following a CIC. Last year, 79% of such votes received the support of a majority of shareholders, according to ISS. This is down from 84% in 2016.

ISS has made some 2018 policy updates pertaining to CIC:

- A liberal CIC is now considered when 15% of common stock is acquired vs. 20%
- Adding new Board members not nominated by the incumbent Board is not considered a liberal CIC trigger
- Liberal CIC definition combined with single-trigger CIC benefits will be a problematic pay practice
- Partial credit for CIC vesting eliminated – its full or none. For performance awards, acceleration limited based on actual performance, pro-rata of target or a combination of both

We now see a large number of companies with policies that will require shareholder approval for future arrangements that could provide severance exceeding 2.99 times the executive’s base salary plus average or target bonus.
Informal Funding Arrangements. The announcement of a merger can trigger the funding of rabbi trusts intended to protect against a refusal to pay unprotected benefits (known as "springing" rabbi trusts). This helps assure participants in nonqualified plans that there will be sufficient assets to pay promised benefits and that the new owner will not alter the payment terms. However, assets in rabbi trusts remain subject to the claims of creditors if the company were to become insolvent. Additional funding mechanisms occasionally are utilized in this situation, such as letters of credit that require the issuing bank to fund accrued benefits payable under a non-qualified plan if the company refuses to pay these benefits after a CIC.

CIC Severance for Broader Employee Populations. A 2015 Willis Towers Watson study gathered interesting data about enhanced CIC severance payments available to broader employee populations. Of the 137 companies surveyed, 93% offered a degree of enhancement to some portion of their population below the executive level and 40% offered such a benefit to those below the VP level.

Some other important points came out of the study pertaining to methods used when trying to keep talented employees as a company’s structure is changing:

- High level communication and engagement are critical
- Leadership should understand the interests and needs of those talented employees they wish to retain
- Provide key employees opportunities to work on important (possibly stretch) assignments, giving them broader exposure
- Recognize and acknowledge concerns, and be as open as possible with aspects of change

Finally, here are other employee benefit areas that require clear communication as a merger or acquisition unfolds:

- Will health care plans stay the same?
- Will 401(k) plans be merged? Will the match or other company contributions be adjusted?
- Exactly what will be happening to equity awards across a broader population, particularly if converting to a new stock or encountering a re-valuation of grants based on the corporate event?
- If shares of stock of the acquired company will no longer trade, what is the tax impact to holders of its outstanding ESPP shares?
- Will any new plans be made available, such as a NQDC?

Education around these issues can help set the tone during what is likely an unsettling time for most employees.

Conclusion. Pre-planning for the consequences of a potential M&A can be challenging, but also very worthwhile in the event a merger does eventually occur. It can influence an individual’s compensation decisions, including whether to defer compensation or exercise stock options – either of which can influence the “base amount” used to calculate parachute excise tax exposure. While each situation is different, we have seen the importance of both pre-planning and post-acquisition engagement with impacted employee populations when facing these potential events.

Title VII Support for the LGBTQ Community

Title VII of the Civil Rights Law of 1964 prohibits discriminatory employment practices based on race, color, national origin, sex and religion. If an employee is adversely affected by an employer’s decision related to one of these factors, Title VII is meant to help defend against such unjust treatment. But what about sexual orientation? That’s not noted on the U.S. Department of Justice’s (DOJ) website which provides an overview of covered characteristics…but will that change?

Recent decisions from federal courts may help to push this issue to the U.S. Supreme Court. In the cases Zarda v. Altitude Express (2nd Circuit) and United State Equal Employment Opportunity Commission (EEOC) v. R.G. & G.R. Harris Funeral Homes, Inc. (6th Circuit) the courts concluded that sexual orientation does come under the umbrella of Title VII. In the 2nd Circuit case, a male skydiving instructor claimed he was fired for being gay and not conforming to male stereotypes. In the 6th Circuit, a male, who was transitioning to female, wanted to begin presenting herself as a female. She was terminated from her job and filed a complaint with the EEOC, which ultimately asserted she was fired due to her transgender and transitioning status.

In both decisions there was a focus on the intertwined issues of discrimination based on sex and sexual orientation. Essentially, Title VII allows for lawsuits based on negative treatment (e.g., those related to harassment, firing, and hiring, compensation or promotion practices) to an employee due to one’s gender. The Supreme Court previously ruled favorably in cases related to Title VII discrimination claims based on traits that are a function of one’s gender, or based on non-conformity with gender
But with developing law there can be differing opinions. These recent decisions are at odds with other federal court cases. Further, there is disagreement between government entities as to whether Title VII applies in claims of discrimination based on sexual orientation. The EEOC sees sexual orientation in the wheelhouse of Title VII and has been bringing Title VII claims based on sexual orientation since early 2016. The Dept. of Justice (DOJ), however, does not see things the same way. The DOJ has stated the following in opposing Title VII coverage of sexual orientation discrimination practices: “...employees of one sex must be treated worse than similarly situated employees of the other sex”. From the EEOC: “…sexual orientation discrimination necessarily involves treating workers less favorably because of their sex because sexual orientation as a concept cannot be understood without reference to sex…”

Ultimately the DOJ would like to see any proposed change originated through Congressional action and law, while the EEOC is currently helping to usher the issue to the Supreme Court for resolution.

Then we have the states, which individually have a say in the matter via their own laws tied to discrimination in the workplace. According to the National Conference of State Legislatures’ latest posting, there are 22 states and Washington D.C. with laws providing for claims on the basis of sexual orientation discrimination in the workplace. Ten other states have more limited executive orders in place that apply to claims made against public employers.

What this expresses is that claims of discrimination based on sexual orientation may be treated very differently in different parts of the United States. When it comes to laws impacting workplace environments and employee rights, there is something to be said for consistency. Time will tell whether that comes from the Supreme Court or via Congressional action.

On a final note, The Human Rights Campaign released their Corporate Equity Index for 2018. Businesses that agree to take part in the survey are scored according to their non-discrimination policies, equitable benefits for LGBTQ workers and their families, education and measured accountability to promote LGBTQ inclusion and a public commitment to LGBTQ equality. Of the 947 businesses were officially rated, 344 were Fortune 500 companies and 609 businesses earned a score of 100. That’s a far cry from only 13 companies that earned a 100 in 2002 when the survey started. You can see the entire survey and more detail on its criteria and methodology at www.hrc.org.

**Promises, Promises...Be Careful About Moving a Bonus “Goalpost”**

If an employer establishes a bonus program for select employees that requires only the achievement of identified performance targets and remaining employed for a defined period, the employees would assume payments would be made as promised.

Our story starts in 2007 when, in an effort to attract and retain managers, Panera created a new program under which eligibles could receive a large one-time bonus. The company then asked eligible managers to sign an employment agreement that indicated payments would be made about five years afterward, so long as employment continued. Profitability pertaining to each manager’s restaurant was a key factor in determining the bonus payout.

Now the hiccup; in 2010 Panera determined that less favorable market conditions would require the capping of those bonuses to $100,000 each, otherwise they would be too costly. However, the written bonus plan had no such limitation. Managers were informed in 2011, but no one took action until 2014. Then 67 sued (Boswell vs. Panera Bread).

The managers claimed breach of contract. Panera claimed that the managers essentially agreed to the new arrangement by continuing to work and not formally questioning the restriction for an extended period of time, thereby waiving any possible claims. Panera also asserted that the economic downturn made the original contract terms “commercially frustrated”. Given the lawsuit, there clearly were a group of frustrated managers, so how did it all turn out?

A federal district court in Missouri found for the managers. Earlier this year, the 8th Cir. Court of Appeals upheld this decision. Given that the managers were at-will employees under Mo. state law when the agreements were signed, continuing that status could not be used as consideration to create a promise-for-a-promise “bilateral” contract. Without a bilateral contract, the parties ended up with a “unilateral” contract created by the company with the consideration from the managers being their restaurant’s performance. Thus, the terms of the original program (i.e.,
no cap), was deemed binding. At that point, Panera could not simply change it on its own as there was no discretionary language in the agreements. In fact, the court indicated that just beginning performance would have been sufficient to seal the deal on the manager’s part.

A couple of final interesting points – it was true that Panera did have the authority to terminate the at-will managers. They also had the ability to adjust a formula related to the bonus. But since they didn’t do either of those things, they owe what they originally promised to these managers. As far as the “commercially frustrated” argument goes, the court did not agree. That issue relates to what is generally unforeseen and out of the promising party’s control. The court stated “If the event is foreseeable... parties should provide for its occurrence in the contract, and when they do not, the risk falls on the promisor.” Agreeing with the district court, they felt that the potential for declining business conditions should not be something considered “unforeseen”. Thus, the managers were entitled to bonuses without a maximum amount.

Lesson to employers – review plan documents periodically to ensure they contain appropriate language consistent with rules, laws, and practices, and don’t take unilateral action or there will be employee discontent and litigation risk.

The Uncertain Future of the Individual Mandate under the Affordable Care Act
The Affordable Care Act (ACA) has a problem. The Tax Cuts and Jobs Act essentially took the “fuel” out of the engine that makes the system run. That fuel is the individual mandate. This is the technical term for the penalties imposed on individuals who do not have “minimum essential” health insurance, with a few exceptions. For 2018, these penalties are $695 per adult, $347.50 per child, to a family maximum of $2,085, or 2.5% of household income, if greater.

Starting in 2019 there no longer will be penalties for not having minimal essential coverage. Without this encouragement to nudge the healthy into purchasing coverage, many may not. If they don’t, premiums for those with coverage likely will go up...and not everyone gets a subsidy to help with the cost. The Congressional Budget Office predicts that there will be millions leaving the market. And where will they go?

Some states are trying to patch this hole with their own individual mandates. So the state will collect the penalty from those without adequate coverage rather than the IRS. New Jersey and Massachusetts are on board for 2019. Vermont is to follow in 2020 after a working group iron out the specifics. Washington DC may also be close. Each state will have to ensure it has the administrative framework to handle the process, which is a lot more than just collecting an additional tax. And then there are states without an income tax. It looks like it might be time to get creative.

But hold everything...twenty states are challenging the constitutionality of the ACA primarily because the individual mandate will soon lose its bite. (The DOJ has indicated it will not defend the mandate.) The Supreme Court previously stated that Congress can’t force people to buy insurance, but it could give them the option to buy coverage or pay a tax penalty. With a $0 penalty, the argument is that we’re back to just forcing people to purchase coverage. Further, states argue that they are or will be harmed in various ways by the ACA – reduced sovereignty of states to run their own programs, significant expense to keep marketplace healthcare premiums stable, significant expense in keeping Medicaid and Children’s Health Insurance Plans sustainable and the states themselves having to continue to provide costly minimal essential coverage to their employees.

It seems apparent that some states would like to run with the existing system while others will take their chances on something different. What could that be? Will states again be allowed to more broadly regulate offerings in the individual insurance marketplace, which they can do under ACA? And what would that mean for those with pre-existing conditions? Will affordable coverage be an option for them? Will consumers go down the most affordable premium path, only to find out later that their coverage doesn’t effectively meet their needs? Health is obviously a critically important issue, and an expensive one at that. So how will our federal and state governments ultimately help us all get the coverage we both need and can afford. Also, will employers review and possibly change their benefit offerings should the ACA become a thing of the past? It is estimated that just over 155 million Americans under age 65 had employer-sponsored health insurance in 2016.
Did You Know...

- Some of the biggest corporate mergers of U.S. companies in history include:
  - American Online and Time Warner (2000 - $165B)
  - Dow Chemical and DuPont (2015 - $130B)
  - Pfizer and Warner-Lambert (1999 - $111B)
  - HJ Heinz and Kraft Foods (2015 - $100B)
  - Exxon and Mobil (1999 - $81B)

  The largest M&A deal of the 1980’s was the KKR purchase of RJR Nabisco for $25B, which was the subject of the 1993 movie “Barbarians at the Gate.”

- The EBRI/Greenwald & Consumer Engagement in Health Care Survey conducted during August/September of 2017 found that at most 64% of enrollees felt extremely or very satisfied with information available on their health plan choices. Those were enrollees in a traditional health plan for between 5 and 9 years. Having more enrollment time in such a plan did not see a satisfaction increase, and involvement in consumer-driven (including high-deductible) health plans resulted in less satisfactory outcomes, particularly for those in a high-deductible health plan for less than 5 years (only 42% extremely or very satisfied).

- According to recent WalletHub survey, the top five most stressful states to work are: Louisiana, New Mexico, West Virginia, Mississippi and Nevada. The five least stressful – and I hope you are reading this from one of these states now – include Minnesota, North Dakota, Utah, Iowa and South Dakota. Stress measurements relate to work, money, family and health/safety issues.

- A recent PlanSponsor survey about workplace temperature was conducted. Nearly half of respondents indicated that during the summer, their workplace is too cold. Only about 6% said it was “just right”.

About This Newsletter
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