

October 29, 2018

**BY EMAIL AND CERTIFIED MAIL; RETURN RECEIPT REQUESTED**

Michelle Maghan  
Global Retirement Benefits Lead  
Bristol-Myers Squibb Company  
Human Resources – Total Rewards  
777 Scudders Mill Road  
Plainsboro, NJ 08536-1615

Re: Laurajean [REDACTED]

[REDACTED]  
[REDACTED] CT [REDACTED]

Dear Ms. [REDACTED]:

Please be advised that Laurajean [REDACTED] has requested the assistance of the Pension Action Center with respect to the issue of the calculation of her pension benefits pursuant to the Bristol-Myers Squibb Company Pension Plan (hereinafter, “the Plan”).

**This letter is a claim for benefits due to Ms. [REDACTED] pursuant to the Plan.**

Ms. [REDACTED] worked for Bristol-Myers Squibb as a temporary employee from 1992 through 1997. During that time, Ms. [REDACTED] was employed by two temporary agencies: Temp Force Inc. and Olsten of New Haven. When Ms. [REDACTED] was offered a permanent position at Bristol-Myers Squibb on April 2, 1997, she was to “receive credit towards the Retirement Income Plan for each calendar year during which you worked at least 1500 hours as a temporary employee for the Company.” A copy of Ms. [REDACTED]’s offer letter is enclosed as Exhibit A.

As we previously discussed by email, I have enclosed a copy of Ms. [REDACTED]’s sworn affidavit as Exhibit B. I have also enclosed copies of Ms. [REDACTED]’s Social Security Wage Information for the years 1993 through 1996 as Exhibit C. Ms. [REDACTED] has provided a sworn affidavit that she was a temporary contractor at Bristol-Myers Squibb from 1992 through 1997. See Exhibit B. Ms. [REDACTED] has sworn that she did not work as a temporary contractor at any other placement during her placement at Bristol-Myers Squibb. See Exhibit B. As Ms. [REDACTED] worked at least 1500 hours as a temporary employee at Bristol-Myers Squibb during calendar years 1993, 1994, 1995, and 1996, she is therefore entitled to additional credit towards the Plan. See Exhibit C.

For the reasons above, we request that Ms. [REDACTED] receive additional credit towards the

Plan for the calendar years 1993, 1994, 1995, and 1996. If there is any paperwork which must be completed by Ms. [REDACTED] in order for the credit to be added, please forward it to me immediately. I am enclosing a signed Release from Ms. [REDACTED] authorizing the release of this information to the Pension Action Center as Exhibit D.

Please direct any written response to Sophie Esquier, Pension Action Center, Gerontology Institute, Univ. of Massachusetts Boston, 100 Morrissey Blvd., Boston, MA 02125. If you have any questions regarding this request, please do not hesitate to contact me at 617-287-7309 and/or sophie.esquier@umb.edu.

Thank you for your attention to this matter.

Sincerely,

Sophie Esquier, Esq.  
Staff Attorney

Enclosure:    Exhibit A:    Letter from Bristol-Myers Squibb, dated April 2, 1997.  
                 Exhibit B:    Affidavit of Laurajean [REDACTED], dated October 23, 2018.  
                 Exhibit C:    Social Security Wage Information for 1993, 1994, 1995, and 1996.  
                 Exhibit D:    Release Form  
cc:            Laurajean [REDACTED]

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**Bristol-Myers Squibb  
Pharmaceutical Research Institute**

April 2, 1997

5 Research Parkway P.O. Box 5100 Wallingford, CT 06492-7660

Ms. Laurajean [REDACTED]  
[REDACTED]  
[REDACTED] CT [REDACTED]

Dear Ms. [REDACTED]

On behalf of Mimi Bielefield and the Therapeutic Area Coordination Department, it is my privilege to formally offer you the position of Coordinator, in the Bristol-Myers Squibb Pharmaceutical Research Institute. Compensation for this position includes a salary paid at an annual rate of thirty five thousand dollars (\$35,000).

In addition, you are eligible for participation in the Employee Incentive Program with an annual targeted bonus of 4% which is based on the extent to which the Company achieves its Budgeted Business Unit Contribution. During your initial year of employment, your targeted bonus will be prorated based on your start date.

Our Flexible Benefits Program, which will begin your first day of employment, offers choices of medical, dental, employee and dependent life insurance, long-term care, and spending account plans. You will be enrolled in the Disability and Retirement Income Plans upon joining us. Because of your previous experience with Bristol-Myers Squibb as a temporary employee, the standard six month waiting period for participation in the Savings and Investment Plan will be waived. In addition, you will receive credit towards the Retirement Income Plan for each calendar year during which you worked at least 1500 hours as a temporary employee for the Company. If you have further questions regarding our benefits package, please contact Benefits Express at 1-800-897-9700.

This offer is contingent upon your satisfactory completion of the pre-placement evaluation. This includes the following: physical examination, drug test, and background check. I will advise you of this determination so that you can provide notice of resignation to your current employer. Please contact Minodora Stahl in our Occupational Health Department at 203-284-6072 to schedule an appointment for your pre-placement examination and drug screening. Please complete the enclosed Health Evaluation and Applicant Notification and Release Form and bring them with you on the day of your physical examination.

Bristol-Myers Squibb is a Federal contractor subject to Section 503 of the Rehabilitation Act of 1973 and the Vietnam-era Veterans Readjustment Assistance Act of 1974. As such, we are required to extend to applicants a post-offer invitation to self-identify as an individual with a disability or as a disabled veteran or Vietnam-era veteran. Providing this information is voluntary and will be kept confidential in accordance with the law. Refusal to provide it will not have an adverse effect on an individual's employment. This information will be used only in accordance with the Americans with Disabilities Act (ADA) and our equal opportunity policy. Enclosed are invitations to self-identify.



A Bristol-Myers Squibb Company

Ms. [REDACTED]  
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Federal law requires the completion of the attached form (I-9) and our examination of original documentation (see back of I-9).

Before beginning work at Bristol-Myers Squibb, you will be required to sign our employee agreement covering patents, inventions, and confidential information. We also want you to understand that Bristol-Myers Squibb will expect you to retain in confidence and not to disclose to Bristol-Myers Squibb, or use in your employment with us, any confidential information you have obtained from your present or previous employers.

Laurajean, we are looking forward to having you with us in the near future, and hope you will find this offer satisfactory in every respect. Please feel free to call me, (203) 284-6268 should you have any questions regarding this letter or any other aspect of your pending employment with Bristol-Myers Squibb.

Please notify us of your decision, which should be confirmed in writing, at your earliest convenience.

Sincerely,



Andra H. Liepa  
Manager, Human Resources  
AHL/dcd  
Enclosures

cc: M. Bielefield

**Affidavit of Laura Jean [REDACTED]**

I, Laura Jean [REDACTED], of [REDACTED] CT, [REDACTED] hereby depose and state as follows:

1. I worked as a temporary contractor at [REDACTED] in [REDACTED] CT from 1992 until 1997.
2. I did not work as a temporary contractor at any other placement during my placement at [REDACTED].
3. I hereby declare under penalty of perjury that all information provided on this declaration and any attachment hereto is, to the best of my knowledge and belief, true, complete and correct.

**VERIFICATION AND ACKNOWLEDGMENT**

I \_\_\_\_\_(name) swear/affirm under oath, and under penalty of perjury, that I have read the foregoing AFFIDAVIT and that the statements set forth therein are true and correct to the best of my knowledge.

Date:

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number (Home) (Work)

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_

Subscribed, sworn to and acknowledged to me by \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

STATE OF CONNECTICUT

\_\_\_\_\_  
Notary Public/ Deputy Clerk