Jeanne Medeiros

From: Jeanne Medeiros
Sent: Tuesday, May 10, 2011 9:59 AM
To: 'Marston, Christine'
Cc: Ketner, Brenda
Subject: RE:[redacted]

Dear Chrissy -

Thank you for this information and for the SPD you sent.

Assuming that the facts concerning [redacted]'s hours of employment as outlined in your April 28th email are correct, she still has an outstanding claim for benefits pursuant to the defined benefit plan. Assuming she became a participant on August 26, 1984, and the plan was terminated on December 31, 1986, she would still have been entitled to a benefit pursuant to Internal Revenue Code Section 411(d)(3).

Section 411(d)(3) provides that all benefits accrued must become nonforfeitable on the termination of a pension plan, regardless of a participant's place on the plan's normal vesting schedule. This means that all non-vested participants who are employed by the plan sponsor on the date of termination became vested in the portion of the benefit accrued to the date of the termination and should have received a distribution reflecting a portion of their benefit.

We plan to file a formal claim for benefits on [redacted]'s behalf unless proof of distribution or annuity purchase is provided by the hospital. Thank you.

Jeanne M. Medeiros, Esq.
Managing Attorney
New England Pension Assistance Project
Gerontology Institute
Univ. of Mass. Boston
100 Morrissey Blvd.
Boston, MA 02125

-Original Message-----
From: Marston, Christine [mailto:cmarston@rwmc.org]
Sent: Thursday, April 28, 2011 8:33 AM
To: Jeanne Medeiros
Cc: Ketner, Brenda
Subject:[redacted]
Importance: High

Hi Jeanne-

After conducting more research regarding [redacted] I came to the conclusion that she was ineligible for a pension at [redacted]. The certificate she provided you was for our defined contribution plan, not the defined benefit plan.[redacted] was hired on 5/17/1976 working 35 hours bi-weekly. In order to be eligible for the pension an employee must have worked at least 1000 hours in a plan year and had 10 years of consecutive service. Her 35 hours would only get her to 910 hours

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May 20, 2011

BY CERTIFIED MAIL; RETURN RECEIPT REQUESTED

Brenda Ketner
Retirement Plan Administrator
[redacted]nue
Providence, RI 02908

Re: [redacted], Soc. Sec. No. [redacted]
Terminated vested participant in [redacted]
Employees' Retirement Plan

Dear Ms. Ketner:

Please be advised that [redacted] has requested the assistance of the New England Pension Assistance Project with respect to the issue of payment of pension benefits due her pursuant to the [redacted] Employees' Retirement Plan. This plan was terminated by [redacted] in 1986 as a "standard termination". **This letter is a claim for benefits due her pursuant to this terminated plan.**

Statement of Facts

[redacted] worked for [redacted] from May of 1976 through the summer of 2010. From 1976 until August 1984, she worked part-time, 35 hours bi-weekly. See Exhibit 1. On October 22, 1984, she became a full-time employee, working as a secretary in the Ambulatory Surgery department. See Exhibit 2. She remained as a full time employee thereafter.

The [redacted] Employees' Retirement Plan (hereinafter, "the Plan"), a defined benefit pension plan, was terminated in December 31, 1986, as a standard termination. As part of the termination, plan participants were either paid lump sums or had annuities purchased through Continental Assurance Company (CNA). Ms. [redacted] did not receive a lump sum nor was an annuity purchased for her.

Argument

Article 4.02 of the Plan provides that an employee hired on or after January 1, 1973, shall become a member of the Plan on his or her employment date. It further defines an "employee" at Articles 3.05 and 3.051 as a full-time employee working at least 30 hours a week during twelve months of the year, or 40 hours per week for more than five months a year. Ms. [redacted], as noted above, began working full-time in October of 1984, and thus satisfied the requirements for plan membership from that point in time until termination of the plan on December 31, 1986.

ERISA and the Internal Revenue Code outline the procedures for the standard termination of a single- employer plan. Sections 4041 and 4044 require payment of all benefit liabilities before a defined benefit plan can terminate. The PBGC's certification of a final distribution of assets does not affect the plan sponsor's obligation under Section 4022 of ERISA to pay all nonforfeitable benefits. The plan sponsor of a terminated plan remains liable for the payment of benefits if a proper distribution has not been made.

Internal Revenue Code Section 411(d)(3) provides that all benefits accrued must become nonforfeitable upon the termination of a pension plan, regardless of the participant's place on the plan's normal vesting schedule. This means that all non-vested participants who are employed by the plan sponsor on the plan's termination date become vested in the portion of the benefit accrued to the date of the termination and should receive a distribution reflecting a portion of their benefit. Section 411(d)(3)'s nonforfeitable rights cover not only nonvested participants who are employed on the date of plan termination, as well as those recently laid off or discharged.

As the evidence included with this letter and outlined above shows, Ms. [redacted] was entitled to, but did not receive any benefit from the [redacted] Employees' Retirement Plan when it terminated. We hereby request that she be paid this benefit immediately, along with interest accrued since the plan termination date.

Please direct your written response to this claim to me at:

New England Pension Assistance Project, Gerontology Institute,
Univ. of Mass. Boston
100 Morrissey Blvd.
Boston, MA 02125.

Thank you for your attention to this matter.

Sincerely,

Jeanne M Medeiros

Jeanne M. Medeiros, Esq.
Managing Attorney

Enclosures

cc: [redacted]

NAME [redacted]

POSITION APPLIED FOR Unit Secretary

INTERVIEW DATE Mon 5/3/76 at 10:00

LICENSURE NO ______

INTERVIEWER Mrs. Hazel Briggs

= =

DATE OF HIRE 5/17/76

UNIT ASSIGNMENT W3

SHIFT 5-10 PM.

STANDARD HOURS PAY PERIOD 35 hrs.

WORK SCHEDULE 3 days 1 week. 4 days next

______

______

ORIENTATION 5/17/76 2wk. days then shift

SALARY $2.77 JOB CODE ______ VACATION CODE ______

REPLACING ______

POSITION CONTROL NO ______

PHYSICAL DATE Fri 5/14/76 at 7 30

= =

REFERENCES: Please check ______ Received ______

TIME COORDINATOR NOTIFIED: Yes ______ No ______

INSERVICE NOTIFIED: Yes ______ No ______

LETTER CONFIRMING APP'T SENT: ______

EXHIBIT 1

C.6.5

[redacted]
Providence, RI 02908

APPLICATION FOR CHANGE OF EMPLOYMENT STATUS
(Supplement to Original Application)

This application is being filled out by you to indicate your interest in a job opening. It does not mean that you will necessarily be interviewed for a job. An interview will only be granted after the Personnel Department has checked your Qualifications and Work performance on your present job.

Date Sept. 7, 1984

Name [redacted] 232-2123 p 2:30 PM

Date of Hire 1976

Present Department West 3 Unit Sec. Extension 2433

Present Position Unit Secretary Unit Assigned W-3

Position Applied For OR Ambulatory Surgery Sett-Recept.

Full Time ✓ Part Time

Do not write below this line - For Personnel Use Only

Attendance meets standards
Evaluations meets standards

typing test 2 PM 9/13
Interview [illegible]

offered position
accepted to start 10/22

EXHIBIT 2

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August 24, 2011

BY CERTIFIED MAIL; RETURN RECEIPT REQUESTED

Brenda Ketner
Retirement Plan Administrator
[redacted]
Providence, RI 02908

Re: [redacted] Soc. Sec. No: XXX-XX-[redacted]

Dear Ms. Ketner:

As you are, this office filed a claim on behalf of the above-named [redacted], a terminated vested participant in the [redacted] Employees' Retirement Plan, by letter dated May 20, 2011. The letter was received in your office on May 24, 2011. A copy of that letter is enclosed.

Pursuant to ERISA and the regulations promulgated thereunder, [redacted] is entitled to a decision on her claim **within 90 days of filing**. See 29 C.F.R.§2560.503-1(f). To date, we have received no decision.

Please review this matter immediately, and respond to Ms. [redacted]'s claim as required by law. Please direct your written response to me at: New England Pension Assistance Project, Gerontology Institute, Univ. of Massachusetts Boston, 100 Morrissey Blvd. Boston, MA 02125. Thank you.

Sincerely,

Jeanne M Medeiros

Jeanne M. Medeiros, Esq.
Managing Attorney

Jeanne Medeiros

From:	Ketner, Brenda <bketner@chartercare.org>
Sent:	Tuesday, September 13, 2011 1:33 PM
To:	Jeanne Medeiros
Subject:	RE: [redacted] - claim for benefits

Jeanne –
We are still researching and expect to get back to you within the next few weeks.

Thank you.

- Brenda

Brenda Ketner
Manager, Compensation and Benefits
[redacted]
Ph: 401-456-3232
Fx: 401-752-8172
bketner@chartercare.org

From: Jeanne Medeiros [mailto:Jeanne.Medeiros@umb.edu]
Sent: Tuesday, September 06, 2011 12:15 PM
To: Ketner, Brenda
Subject: [redacted] - claim for benefits

Dear Ms. Ketner –

As you know, we filed a claim for benefits on behalf of [redacted] by letter dated May 20, 2011. To date, we have not received any response, although more than 90 days have expired. When might we expect a response to this claim? Thank you.

Jeanne M. Medeiros, Esq.
Managing Attorney
New England Pension Assistance Project
Gerontology Institute
Univ. of Mass. Boston
100 Morrissey Blvd.
Boston, MA 02125

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October 24, 2011

BY CERTIFIED MAIL; RETURN RECEIPT REQUESTED

Donald C. McQueen
Chairman, Board of Directors
[redacted]
Providence, RI 02908

Re: [redacted] Claim for Benefits Pursuant to ERISA

Dear Mr. McQueen:

I am writing to alert you to serious problems in the administration of the [redacted] Employees' Retirement Plan, and to request your intervention to prevent litigation.

As I am sure you are aware, ERISA requires plan administrators to provide participants "full and fair review" of benefits claims decisions (ERISA Section 503). Plan administrators have a fiduciary duty to review relevant evidence, provide a detailed notice when they deny a claim, and provide the claimant a meaningful appeals process. This office filed a claim for retirement benefits on Ms. [redacted]'s behalf in May 2011 (copy enclosed). Ms. [redacted] is entitled to a decision on her claim **within 90 days of filing**. See 29 C.F.R.§2560.503-1(f). To date, we have received no decision. The failure of [redacted] to properly respond to Ms. [redacted]s claim constitutes a breach of its fiduciary responsibility.

Unless Ms. [redacted]'s claim is properly reviewed and she is paid the benefits clearly owed her, she will have no other recourse than to file a complaint with the U.S. Department of Labor against the plan fiduciaries, and an action in the Federal District Court under ERISA. Any such action will seek recovery for costs and attorney fees. We would hope that these actions will not be necessary, as we believe a full and fair review of the claim will clearly establish Ms. [redacted]'s eligibility for benefits. Thank you for your attention to this matter.

Sincerely,

Jeanne M Medeiros

Jeanne M. Medeiros, Esq.
Managing Attorney

Enclosures
cc: [redacted]
Brenda Ketner

Summary of Pension Benefit Eligibility

EMPLOYEE NAME	**DOB**	**HIRE DT**	**TERM DATE**
[redacted]	7/9/1949	5/17/1976	9/1/2010

Hrs worked per year	5-10pm three evenings one week and four evenings the alternate week
Upon hire	15 hrs week one and 20 hrs week two
	910 hrs per year
Status change	8/26/84 changed to 80 hrs per bi-weekly pay period
Plan amended in 1985	
Entry requirement	1,000 hrs during 12 month period
Vesting requirement	10 years of service OR age 65
	For service beginning on or after January 1, 1976
	Benefits will be based on hrs of service each year
	Credited for one year of service for each year worked 1,000 or more hrs in a calendar year
As of 8/26/85	Began to meet the 1,000 hrs requirement
	Prior to 01/01/1985 would not have met the 1,000 hrs requirement - no service credit is applied
	01/01/1985 - 12/31/85: Would have met the 1,000 hrs requirement - 1 yr of service credit
	01/01/1986 - 12/31/86: Would have met the 1,000 hrs requirement - 1 yr of service credit
	Disposition of benefits: Did not meet the 10 yrs of service requirement
Plan in place at time of hire	[redacted]
Effective Date of plan	January 1, 1973
Entry requirement	Full Time >30 hrs per week
Vesting requirement	10 years of service
Plan terminated on 12/31/1986	No vested benefit existed

[redacted]

[redacted]

[redacted]
Providence
Rhode Island 02908-4735
[redacted]

0 3 2011

November 1, 2011

Ms Jeanne M. Medeiros
University of Massachusetts Boston
100 Morrissey Boulevard
Boston, MA 02125-3393

Dear Ms Medeiros,

Please accept my sincere apologies for the delay in response to your latest inquiry regarding the disposition of pension benefits for your client, [redacted] I would like to summarize the situation and clarify any previous communication you may have received.

A review of [redacted]s work history has been conducted as it pertains to her meeting the eligibility and entry requirements in place under the former 1985 Defined Benefit plan, The [redacted] Employee's Retirement Plan. Based on this information, [redacted] did not meet the service or vesting requirements to receive a benefit.

The attached summary provides chronological information supporting the determination. I would be happy to discuss this matter in more depth at your convenience and can be reached at the number listed below.

Best regards,

Brenda Kether
Manager, Compensation and Benefits
[redacted]
Ph [redacted]

Enclosures:
CC: Donald C. McQueen

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November 3, 2011

BY CERTIFIED MAIL; RETURN RECEIPT REQUESTED

Donald C. McQueen
Chairman, Board of Directors
[redacted] Avenue
Providence, RI 02908

Re: [redacted] Claim for Benefits

Dear Mr. McQueen:

On November 1, 2011, this office was mailed a letter from Brenda Ketner, Manager of Compensation and Benefits, which purported to be a decision on [redacted]'s claim for benefits filed by this office. See enclosed copy of our claim letter dated May 20, 2011.

The November 1, 2011, fell short of benefit decision standards required by ERISA in a number of respects, but primarily in that it completely failed to address the substance of Ms. [redacted]'s claim and the issue of law raised by Ms. [redacted] about the effect of Internal Revenue Code Section 411(d)(3), which provides that all benefits accrued become nonforfeitable upon the termination of a pension plan, regardless of the plan's normal vesting schedule. This is a basic matter of law; the failure of the November 1st letter to understand and address the issue is unacceptable.

The plan's failure to appropriately review Mrs. [redacted]'s claim constitutes a breach of the fiduciary duty it owes to her. Due to that letter's failure to comply with ERISA's mandate of a full and fair review process, as well as its failure to comply with the claims procedures outlined at 29 C.F.R. §2560.503-1(g), the letter of November 1, 2011, does not constitute an adverse benefit decision pursuant to ERISA.

We hereby request that this matter be reviewed and that the plan issue a decision which comports with the procedural and substantive requirements of ERISA. Thank you.

Sincerely,

Jeanne M Medeiros

Jeanne M. Medeiros, Esq.
Managing Attorney

Enclosure
cc: Brenda Ketner

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November 4, 2011

Darlene Souza
Vice President for Human Resources
[redacted]
[redacted] Avenue
Providence, RI 02908

Re: [redacted] Claim for Benefits

Dear Ms. Souza:

I am enclosing a copy of the letter to Donald McQueen sent yesterday concerning deficiencies in the handling of the above-described ERISA claim.

We hereby reiterate the request that this matter be reviewed and that the plan issue a decision which comports with the procedural and substantive requirements of ERISA. Thank you.

Sincerely,

Jeanne M Medeiros

Jeanne M. Medeiros, Esq.
Managing Attorney

Enclosure

Jeanne Medeiros

From: Hackett, Vanessa K. <VHackett@littler.com>
Sent: Wednesday, January 18, 2012 10:20 AM
To: Jeanne Medeiros
Subject: [redacted] Medical Center -- [redacted] claim
Attachments: [redacted] v. [redacted] - Memorandum.pdf

CONFIDENTIAL SETTLEMENT COMMUNICATION

Attorney Medeiros:

As we discussed this morning, [redacted] Medical Center has no reason to believe that Ms. [redacted] was not paid out in 1987 along with the other plan participants when the Hospital's retirement plan terminated. Unfortunately, however, due to the amount of time that has elapsed, we have been unable to locate the records to establish that she was, in fact, paid out. To avoid the expense and inconvenience of litigation, [redacted] is willing to extend an offer of settlement to Ms. [redacted] in the amount of $3,250.75 in exchange for a full release of claims. This figure is based on what Ms. [redacted] would have been owed had she not been paid out in 1987. In addition, we are using the more generous calculation estimated by Angell Pension Group in the attached memorandum, which assumes that Ms. [redacted] earned her 1988 rate of pay of $9.00 an hour in the preceding years and worked 1500 hours per year before she began to work full-time, even though the information provided suggests that she did not work more than 1000 hours per year prior to 1984.

Please let me know if your client accepts our offer of settlement.

Best regards,

Vanessa

A N G E L L

The ANGELL Pension Group, Inc.
ANGELL Payroll Group, Inc.
88 Boyd Avenue
East Providence, Rhode Island 02914
Tel: 401.438.9250 · Fax: 401.438.7278
info@angellpensiongroup.com
www.angellpensiongroup.com

MEMORANDUM

Date: January 11, 2012

To: Brenda Ketner

From: Cheryl Baker

RE: The [redacted] Employee's Retirement Plan
- [redacted]

As you requested, we have estimated the accrued benefit for [redacted] under The Roger Williams General Hospital Employee's Retirement Plan (the "Plan") which terminated December 31, 1986 based on the information and documentation you provided.

Below is a summary of the information we relied on to estimate her accrued benefit.

Participant	[redacted]
Date of Birth	7/1/1949
Date of Hire	5/17/76
Date of Termination	9/1/2010
1988 Rate of Pay	$9.00/hours

In addition, you indicated that prior to August 26, 1984, Ms. [redacted] worked 910 hours per year. After August 26, 1984, she became full-time and worked 2080 hours per year.

According to the 1985 Summary Plan Description (the "SPD"), a participant is eligible to enter the Plan if they complete 1000 hours in their first 12 months of employment or 1000 hours in any calendar year following their date of hire. Based on the information in the above paragraph, we have determined that Ms. [redacted] completed a year of service for eligibility into the Plan in 1984 and entered the Plan on January 1, 1985.

A N G E L L

Since Ms. [redacted] was actively employed on the date of the Plan termination, December 31, 1986, she automatically became 100% vested as a result of the Plan Termination regardless of the number of years of vesting service she earned.

The SPD describes Annual Earnings as the rate of pay on each January 1 and excludes overtime, bonuses or other irregular payments. If a participant works less than 1500 hours, their annual earnings would be determined by multiplying the rate of pay by 1500 hours. Average Annual Earnings are determined by averaging the highest 5 consecutive annual earnings during the 10 years prior to the Plan termination date of December 31, 1986. Since you were not able to supply her actual compensation history, we must estimate her Annual Earnings prior to the termination of the Plan to estimate her accrued benefit. This can be done based on several methods. First you can assume that her rate of pay prior to 1988 was the same as the 1988 rate of pay. Based on this method her Average Annual Earnings would be $15,588.00. Or you can assume she received annual increases each year based on an assumed salary scale. If you assume her rate of pay increased by 3% each year, we have estimated her Average Annual Earnings as of December 31, 1986 to be $13,944.54.

Based on the sample benefit calculations you forwarded, Credited Service prior to 1978 was determined based on elapsed time. We estimated Ms. [redacted] earned 1.62 Years of Credited Service prior to 1978. After 1977, a participant earned a year of Credited Service for each Plan Year they worked 1500 hours. If they worked less than 1500 hours but at least 1000 hours, they were credited with a partial year of service equal to the hours worked divided by 1500. We have estimated her Years of Credited Service after 1977 to be 2.88 for a total of 4.5 years of Credited Service as the Plan Termination Date of December 31, 1986.

The Normal Retirement Benefit, as indicated in the SPD, was equal to the sum of 2/3 of 1% of Average Annual Earnings and 2/3 of 1% of Average Annual Earnings in excess of $15,000 multiplied by Years of Credited Service up to a maximum of 30 years. Based on the estimated Annual Earnings, we estimated Ms. [redacted] accrued benefit payable as of her Normal Retirement Date of July 1, 2014 to be $485.30 assuming no salary scale, and $418.36 assuming a 3% salary scale. The Normal Retirement Benefit is payable in the form of a Life Annuity with 60 monthly payments guaranteed.

Based on the sample termination calculations you sent to us, we determined that the lump sum vales were determined based on the participant's early retirement benefit as of their expected early retirement age as determined under the Pension Benefit Guarantee Corporation Regulation 2619. Since Ms. [redacted] did not have the required 10 years of service to be eligible for early retirement, we calculated her lump sum value assuming her expected retirement date would be her Normal Retirement Date.

A N G E L L

According to the letter sent to the Internal Revenue Service on October 19, 1988, for participants who elected a lump sum distribution, lump sum payments were calculated and paid on July 15, 1987. We estimated Ms. [redacted]s single sum benefit as of July 15, 1987 to be $985.32 based on the benefit assuming no salary scale and $849.40 based on the benefit assuming a 3% salary scale. We based our single sum calculation on the UP84 mortality table with a 3 year set back, an immediate interest assumption of 7.5%, a deferred interest rate of 6.75% for the first 7 years, a deferred interest rate of 5.5% for the next 8 years and a 4% deferred interest rate assumption for the deferral period in excess of 15 years. To reflect the passage of time, the lump sum value as of July 15, 1987 should be adjusted to a current calculation date. If we assume an interest rate of 5%, the July 15, 1987 lump sum values would be $3,250.75 based on the benefit assuming no salary scale and $2,802.31 based on the benefit with a salary scale and a current date of January 1, 2012.

Attached is a summary of our calculation of Ms. [redacted]s benefit assuming no salary scale and her benefit assuming a salary scale of 3%. The July 15, 1987 lump sum values have been brought forward to January 1, 2012 assuming 5% interest. If you would like to see the calculations based on a different salary scale and/or interest assumption, please feel free to contact me.