
PURE PAST NEGOTIATION

Confidential Information for Plaintiff, Chris Tillem

You are far, far more than angry at BioPharm and at Dr. Jenkins and Dr. Karp. They betrayed you! These people KNEW that you were going through living hell with MS. HOW COULD THEY PERMIT YOUR TERMINATION?! You were (and are) facing a degenerative illness, hopefully long-term, but still degenerative. You have no idea how long you will be able to work. You took great pride in your work at BioPharm and ImmunoGro, and in the decade of experimental work at the University to develop ImmunoPure. The idea of NOT working panics and depresses you. You are single – long ago divorced – without anyone to provide financial support.

When you were terminated, the emotional horror and fear of your illness and diagnosis were *exponentially intensified* by fear that you would not be hired anywhere before MS left you completely unable to work. You were emotionally distraught at having been set up and betrayed by Lassiter and the HR people, who refused to let you take FMLA leave, and then plotted to cut you out of BioPharm because of your medical condition.

Even more hurtful was Karp's and Jenkins' betrayal: they let BioPharm do this to you. They could have intervened – BioPharm still needs them – but didn't bother. Some reward after decades of steadfast loyalty! The ImmunoGro venture to develop ImmunoPure commercially was launched at your kitchen table. You left a secure position of 20+ years at the University to help start ImmunoPure. It was understood that you would be rewarded with bonuses and profits if and when ImmunoGro became highly profitable. Many of your laboratory innovations lead to the patented production techniques that made ImmunoPure so pure and less expensive to produce.

Unfortunately, you hadn't anticipated that ImmunoGro would be purchased just as it was becoming profitable. At the time, Karp and Jenkins paid you a bonus that was significant dollars, but stingy in your view, considering what you had done for them. They also promised your new BioPharm job would enhance your responsibility and salary. That was somewhat true, but it didn't protect you from termination.

Your lawyer says you have an excellent chance of succeeding at trial if you get past summary judgment. It helps that 5 of the 7 people terminated were over 45 and three of those were over 50. You suspect that was because the HR representative who selected people for layoffs was only 35. You know BioPharm will claim they needed people with more experience in patch technology. You could easily have learned whatever was needed! BioPharm has since hired two people into its patch division, one 28 and one 36.

You are convinced the whole "transfer" of ImmunoPure to the patch division was a ruse. The lab setup is similar, with some add-on equipment for testing patches. BioPharm's greedy management changed the lab "reporting lines" just to get rid of you and the inevitable cost



of your anticipated absences. You know that under the FMLA, an employer is required to hold your job. You know that is why BioPharm's managers advised against your taking FMLA leave yet. They were planning to get rid of you.

You also sensed that BioPharm's Lassiter and even the HR manager were uncomfortable with your illness. When they saw your hands trembling or your fingers splaying (as does happen), they looked away and pretended to check the clock. A BioPharm co-worker told you that Lassiter had asked whether he noticed how "spastic Tillem is" and asked if your speech was ever slurred, because "people with neurological issues can be hard to understand." Lassiter deliberately called at least two ImmunoPure meetings late in the day, after you had left. You did tend to get tired and leave early, to rest and finish paperwork at home. If you had known of planned meetings, you would have stayed.

During the nine months that you were unemployed, the bank nearly foreclosed on your home. Ironically, a month before the termination you had sold the small house you owned outright and purchased a house on the more expensive side of town to be closer to BioPharm. When you got your new job, you could pay the mortgage again and the bank was willing to work with you on penalties and fees. Fortunately, the house is a ranch, easily adaptable to accommodate your illness. Unfortunately, you have no money to hire a contractor to make the bathrooms and the front and side brick steps more accessible.

Your new salary of \$40,000 is \$24,000 lower than the BioPharm salary of \$64,000. The new job is less interesting. However, your colleagues are decent people, and the benefits are comparable, including a long-term disability benefit at 40% of your salary.

Your attorney recommended that you try to negotiate a settlement, and you agreed. However, you very much doubt that BioPharm will pay you what is right.

You remember that, shortly after suit was filed, your lawyer told you the conferencing magistrate asked if any settlement demands or offers had been made. As the answer was no, he suggested that you make a formal demand and then try to negotiate. You told your lawyer you wanted to demand \$1 million, but he convinced you to start with a demand of \$600,000. Now you are sorry you did because the defendant hasn't made an offer yet.