



May 27, 2021

General Dynamics Service Center  
PO Box 770003  
Cincinnati, Ohio 45277-1060

**SENT BY CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

**RE:** [REDACTED]  
**SSN:** xxx-xx [REDACTED]

**Re: REQUEST FOR WAIVER OF RECOUPMENT OF ASSESSED PENSION  
BENEFIT OVERPAYMENT**

**APPEAL**

[REDACTED] has contacted the Mid-America Pension Rights Project (MAPRP) seeking legal representation. I have included a copy of his executed and notarized Authorization for Release of Records and Appointment of Representative giving MAPRP, and its authorized agents, permission to represent him in all pension related matters.

MAPRP is a program of Elder Law of Michigan, Inc. (ELM), a private, non-profit organization recognized by the State Bar of Michigan as a statewide agency providing Legal Aid and Legal Services. I am an attorney with ELM.



The MAPRP is filing this appeal because General Dynamics denied [REDACTED] claim for benefits. General Dynamics is planning to reduce [REDACTED] pension benefit by 89% due to an alleged overpayment. General Dynamics neglected to offset [REDACTED] benefit for a QDRO and applied the incorrect benefit rate multiplier. The MAPRP requests that the Plan not reduce [REDACTED] pension benefit.

The MAPRP does not concur with General Dynamics' determination and now submits this appeal for the reasons listed below.

### **Background**

On 7/6/2020, [REDACTED] received a letter from General Dynamics Service Center stating that "Under the General Dynamics Land Systems UAW (GDLS UAW) benefit, you were eligible for an adjustment of your GDLS UAW benefit source due to a contractual benefit increase in 2010. However, after our review, we have found that when your increase was retroactively processed in 2011, your benefit was not reduced as required by your Qualified Domestic Relations Order (QDRO) and by an early retirement factor. Due to this, your benefit amount was overstated, and we have reconciled your entire benefit under the plan."

The letter went on to state that "[t]he amount of your GDLS UAW benefit from the Plan will decrease from \$497.83 to \$226.32 per month on August 1, 2020." The letter indicates that the excess benefit payments were from 1/1/2011 through 7/1/2020. A copy of this letter is enclosed for your convenience.

On 8/17/2020, General Dynamics sent [REDACTED] a second letter stating that,

"During a recent audit of the Plan, it was determined that an error was made in distributing your pension benefit. Our records indicate that incorrect payments in the amount of \$497.83 were issued from January 1, 2011 until July 1, 2020. According to our records you commenced your benefits on December 1, 2009. Under the General Dynamics Land Systems UAW (GDLS UAW) benefit, you were eligible for an adjustment of your GDLS UAW benefit source due to a contractual benefit increase in 2010. Upon further review of your pension, we discovered that when your increase was retroactively processed in 2011 your benefit wasn't reduced as required by our Qualified Domestic Relations Order and by an early retirement factor. We sincerely apologize for any inconvenience this may cause you; however, this resulted in an overpayment to you of \$30,853.66 from the Plan."

The 8/17/2020 letter gave [REDACTED] two options for repayment. Option 1 was to repay the full amount of \$30,853.66. Per the letter, Option 2 is as follows:

**Option 2:** Have your monthly benefit reduced to \$214.93. This reduction would be an actuarial adjustment of your ongoing benefit in order to repay the overpayment over your lifetime. In order to calculate this option, your lump sum overpayment amount of \$30,853.66 was converted into an Annuity Payment Option based on the current rules of the governing Plan. Beginning with the December 1, 2020 payment, your monthly benefit would be permanently adjusted to \$59.34 for the rest of your lifetime. This amount is subject to change based on the final calculation and the actual adjusted check date. If this method of repayment is chosen, the overpayment would be considered recovered in full regardless of how long you live.”

██████████ has been receiving a monthly pension benefit of \$497.83 from General Dynamics for almost 10 years. In August 2020, General Dynamics reduced ██████████ benefit from \$497.83 a month to \$226.32, a 45% reduction in benefits. Now General Dynamics is seeking to reduce ██████████ monthly benefit to \$59.34, an 89% reduction from the original amount.

The 8/17/2020 letter indicated that there was a claim initiation form, which had not been provided to ██████████. On 9/30/2020, the MAPRP attorney called General Dynamics and requested a copy of the claim initiation form. The MAPRP attorney also called ██████████ case manager, Erica Garcia, and left a voice message requesting an extension of the 11/1/2020 deadline.

On 10/1/2020, the MAPRP sent an inquiry letter requesting the summary plan description, the plan document, a detailed calculation explaining the overpayment, and an extension to November 1, 2020. A copy of the inquiry letter is enclosed for your convenience.

After several phone calls, ██████████ finally received a copy of the summary plan description, a letter explaining the calculation of the overpayment, and a claim initiation form on 11/13/2020. ██████████ was not supplied a copy of the plan document.

On 11/19/2020, the MAPRP submitted a claim for benefits along with the claim initiation form on behalf of ██████████ even though we had not been provided a copy of the plan document. A copy of the claim for benefits and General Dynamics Claim Initiation Form are provided for your convenience.

On 3/25/2021, General Dynamics sent a response letter which denied ██████████ claim for benefits. General Dynamics admits in its letter that the alleged overpayment was due to an administrative error. This letter states that,

“Due to an administrative error, you were incorrectly paid a monthly Plan benefit of \$195.60 from December 2009 through October 2010.

While trying to address this incorrect payment issue, your monthly Plan benefit was adjusted in November 2010 but the amount was erroneously adjust to your age 65 benefit (without the offset for the QDRO allocation to the Alternate Payee or early retirement described in steps 8-11 above). Consequently, you were incorrectly paid a monthly Plan benefit of \$497.83 from November 2010 through July 2020. As detailed above, your correct monthly Plan benefit for such periods should have been \$226.32."

Footnote 2 of the letter states that "Our letters dated July 6, 2020 and August 17, 2020 erroneously referenced the adjustment was due to a contractual benefit increase." A copy of the letter is provided for your convenience.

On 3/31/2021, the MAPRP attorney contacted Tom Mullaney and left a voice message requesting the plan document. On 4/1/2021, the MAPRP sent a letter to Mr. Mullaney requesting the applicable plan document for the appeal. A copy of the letter is enclosed for your convenience. Our office received a copy of the plan document on May 10, 2021, 6 months after our first request for the plan document

### **Lifetime Payments and Unjust Enrichment**

The inequitable impact<sup>1</sup> of General Dynamics' recoupment of this overpayment and reduction of [REDACTED] monthly retirement benefit for life is punitive. General Dynamics' letter, dated 8/7/2020, states, "[y]our monthly benefit would be permanently adjusted to \$59.34 for the rest of your lifetime...the overpayment would be considered recovered in full regardless of how long you live."

The 3/25/2021 determination letter also states that, "The actuarial reduction collection method would end at your death..."

The letters state that [REDACTED] was overpaid \$30,853.66. [REDACTED] is currently 72 years old and owes a finite amount of \$30,853.66. Anything recouped by General Dynamics over \$30,853.66 should be considered punitive against [REDACTED] and would unjustly enrich General Dynamics.

Black's Law Dictionary defines "unjust enrichment" as, "A benefit obtained from another, not intended as a gift and not legally justifiable, for which the beneficiary must make restitution or recompense."

By collecting lifetime payments, it appears that General Dynamics is being disingenuous and is not legally justified to collect any amount over \$30,853.66. General Dynamics would be making money on the penalty that General Dynamics caused due to their administrative error. General Dynamics' plan administrators owe [REDACTED] a fiduciary duty to properly calculate the amount and not over assess damages to him.

### **The Plan is Required to Follow its Plan Document**

Pursuant to the Employee Retirement Income Securities Act ("ERISA"), 29 U.S.C. § 1104 (a)(1)(D) and the Restatement Second of Trusts § 164 (2012), a plan administrator owes a fiduciary duty to the plan participants and shall act "in accordance with documents and instruments governing the plan."

General Dynamics provided [REDACTED] with a copy of the summary plan description on 11/13/2020, 43 days after the MAPRP made the first written. [REDACTED] received the plan document on May 10, 2021, six months after his initial request for the plan document.

Pursuant to the Employee Retirement Income Securities Act ("ERISA"), 29 U.S.C. § 1132 (c) and page 50 of General Dynamics' summary plan description, General Dynamics was required to respond to his request for plan documents within 30 days. The Plan's failure to respond within 30 days could lead to penalties where a court may require the Plan Administrator to pay up to \$110 per day until the participant receives the materials.

General Dynamics' failure to supply the summary plan description in a timely manner not only violates ERISA but its own summary plan description. In addition, [REDACTED] was forced to submit the claim for benefits although he did not have the plan document, even after written requests. Such delay represents a breach of General Dynamics' fiduciary duties. A court would strongly consider these factors when weighing the equities of this case.

General Dynamics' letter, dated 3/25/2021, states that, "the Plan has the authority to recover amounts paid in error, as stated in the SPD" and references page 46 of the SPD. The summary plan description does not contain specific provisions authorizing the plan administrator to recoup an overpayment from a participant, nor does it disclose to participants the potential for recoupment in the event of an overpayment.

As noted above, our office was recently provided a copy of the plan document. There is no policy in the plan document specifically addressing the recoupment of overpayments except for page 98 of General Dynamics, Land Systems Division, The Pension Agreement. Pursuant to page 98 of the document, under Memorandum of Understanding No. 1. Pension Overpayment, the drafters of the Plan state that in the event of an overpayment, the liability of the participant is limited to the repayment of the most recent 12 months where the error occurred due to a fiduciary error. [REDACTED] overpayment was clearly a fiduciary error. The clear intent of the Plan's drafters was to limit the amount being recouped and not place an undue burden on the innocent participant making the fiduciary responsible for their administrative mistake.

[REDACTED] had been receiving a pension benefit of \$497.83 per month for 10 years. The Plan intends to reduce [REDACTED] pension benefit to \$59.34 permanently. [REDACTED] cannot afford to have his pension reduced by 89%. [REDACTED] is

retired and is on a limited income, such a reduction would be a burden for him and goes against the intent of the Plan's drafters.

General Dynamics does not have a right to recover payments made to [REDACTED] under ERISA and the express terms of the plan to recover payments.<sup>2</sup> If General Dynamics did not breach its fiduciary duty and had monitored its accounts, then [REDACTED] would not be subject to an 89% reduction in his pension benefit. [REDACTED] is currently receiving \$226.32, a 45% reduction.

### **The IRS Does Not Demand That Plans Recoup Overpayments**

The 8/17/2020 letter from General Dynamics states, "In the event payments are made exceeding the amount due for any reason, an overpayment occurs. The Plan is required to recover the amount of the overpayment." This statement is incorrect.

In 2015, the Internal Revenue Service revised its Employee Plans Compliance Resolution System (EPCRS) 2013-12 to prevent pension plans from imposing undue hardship on plan participants.<sup>1</sup> IRS Revenue Procedure 2013-12 provides that corrections should be reasonable and appropriate; however, the IRS was informed that plan administrators have been **misinterpreting the rules by aggressively seeking recoupment of large amounts from plan participants and beneficiaries in order to correct plan administrator errors.** Therefore, the IRS modified this procedure. Because many of the affected participants and beneficiaries are older people who have financial difficulty meeting such corrective actions, the IRS has revised its regulations under the EPCRS to clarify its position on recoupment action.

Internal Revenue Procedure 2015-27 was issued to provide that Plans have flexibility in correcting overpayment failures and the plan administrator may not need to require that beneficiaries and plan participants return the overpayment to the Plan.

Under the **Internal Revenue Procedure 2015-27, Section 3.(02)(2), Flexibility in Correction of Overpayment failures.** Some Plans may be interpreting the correction rules in Rev. Proc. 2013-12 as requiring a demand for recoupment from plan participants and beneficiaries in all cases. However, depending upon the facts and circumstances, correcting an overpayment under EPCRS may not need to include requesting that an overpayment be returned to the Plan by plan participants and beneficiaries.

Under the **Internal Revenue Procedure 2015-27 Section 3.(02)(3) Description of modifications to clarify that there is flexibility in correcting Overpayment failures, Sections 6.06(3) and 6.06(3) and 6.06(4) of Rev. Prov. 2013-12,** are

<sup>1</sup> 2015 IRB LEXIS 74 (I.R.S. February 2, 2015).

modified to clarify that there is flexibility in correcting an overpayment under EPCRS. For example, depending on the nature of the overpayment failure (such as overpayment failure resulting from a benefit calculation error), an appropriate correction method may include...having the employer or another person contribute the amount of the overpayment (with appropriate interest) to the Plan in lieu of seeking recoupment from plan participants and beneficiaries.

Thus, the IRS issued this Internal Revenue Procedure so that plan administrators are aware that they are not required to recoup overpayments from plan participants or beneficiaries, especially when the overpayment is due to the Plan's error.

General Dynamics erroneously informed [REDACTED] that "[t]he Plan is required to recover the overpayment." Such a statement is false, and General Dynamics may and should seek alternative means of recouping the overpayment rather than aggressively demanding repayment from [REDACTED]. The overpayment error was entirely due to General Dynamics' mistake, rather than the result of any action on the part of [REDACTED], and therefore, adverse action should not be taken against [REDACTED].

### **The Balance of Equities Does Not Support Recoupment**

When a Plan does not specifically allow for recoupment, but nevertheless it does so, it exercises extra-statutory devices to do so.<sup>4</sup> By reducing [REDACTED] monthly benefits by 89% to recoup past overpayments, General Dynamics has availed itself of the common law remedy of restitution.

Several courts have refused to allow restitution in similar circumstances to [REDACTED]. In *Agathos v. Starlite Motel*, it was found that the holding welfare fund was not entitled to reimbursement for benefits it paid to employee who was ineligible to receive benefits, since damages at issue flowed from fund's failure to adequately police employer's account.<sup>2</sup> In *Burger v. Life Ins. Co. of N. Am.* the holding issuer waives its rights to recover overpayments account.<sup>3</sup> In *Dandurand v. Unum Life Ins. Co. of Am.* the holding that equities did not weigh in favor of requiring participant to pay restitution for overpayment.<sup>4</sup>

The Fifth Circuit characterizes the duty of Plan administrators and trustees as fiduciary and establishes that the concept of fiduciary duty is to be broadly construed within the context of ERISA.<sup>5</sup> Here, the fiduciary, or General Dynamics, should exert at least a duty of a reasonably prudent person who would exert in his own affairs under similar circumstances. "ERISA provides that the fiduciary shall discharge their duties with the care, skill, prudence, and diligence under the circumstances then prevailing that a

<sup>2</sup> *Agathos V. Starlite Motel*, 60 F.3d 1432015 IRB Lexis 74 (I.R.S. February 2, 2015).

<sup>3</sup> *Burger v. Life Ins Co. of N. Am.*, 103 F. Supp 2d 1344.

<sup>4</sup> *Dandurand v. Unum Life Ins. Co. Am.*, 150 F. Supp. 2d 178.

<sup>5</sup> *Wright v. Nimmons*, 641 F. Supp. 1391.

prudent man acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims'.”<sup>6</sup>

In the recent case of *Richardson v. IBEW Pacific Coast Pension Fund*, the Ninth Circuit found that a defined benefit plan was barred from collecting an overpayment that was made to the participant. In *Richardson*, the mistake was entirely due to the Plan’s error, and the overpayment occurred for a period of eleven years. The *Richardson* court found that the Plan was not merely negligent, but the error amounted to a breach of the Plan’s fiduciary duties. The participant did not know she was being overpaid and the amount owed due to the overpayment grew so large due entirely to the Plan’s error.<sup>7</sup>

General Dynamics owed a fiduciary duty to [REDACTED] to detect errors in payment within a reasonable amount of time. Here, the length of time it took to detect the overpayment (10 years), weigh against restitution and is inequitable. The overpayment was the result of more than just a clerical mistake, it was the result of General Dynamics’ breach of fiduciary duty. In addition, as stated above, page 98 of the plan document shows that the drafter’s intent was to limit the repayment of the overpayment to the most recent 12 months, so the participant did not have an undue burden when there was an administrative error.

In addition, in *Phillips v. Maritime Association*<sup>8</sup>, the court held that the Plan could not recover an overpayment that was made in error because the beneficiaries had no way of knowing that they had been overpaid and had "rationally planned their lives on the amounts . . . paid to them by the Plan for years, and as a result had a change of position."

The court in *Dandurand*<sup>9</sup> ruled that the balance of equities do not support recoupment of an overpayment made to a participant. The court reasoned that "it was reasonable for *Dandurand*<sup>10</sup> to believe that Unum conducted its accounting on a periodic basis and that it would correct payment errors within a reasonable period of time. Allowing an . . . error to persist for four years . . . does not fall within a reasonable period of time."

The court in *Phillips v. Brink's Co.* determined that the Plan administrator’s interpretation of the plan allowing it to make such deductions was plausible, equitable considerations prevented recoupment of amounts previously paid in error.<sup>11</sup>

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<sup>6</sup> *Phillips v. Maritime Ass'n - I.L.A. Local Pension Plan*, 194 F. Supp. 2d 549, 556, 29 U.S.C. § 1104(a)(1)(B)

<sup>7</sup> *Richardson V. IBEW Pacific Coast Pension Fund* 2020, No. C19-0772JLR, 2020 WL 3639625 (W.D. Wash. July 6, 2020).

<sup>8</sup> *Id.*

<sup>9</sup> *Dandurand v. Unum Life Ins. Co. of Am.*, 150 F. Supp. 2d 178, 187

<sup>10</sup> *Id.* at 189.

<sup>11</sup> *Phillips v. Brink's Co.*, 632 F. Supp. 2d 563

Similarly, as in *Phillips*<sup>12</sup>, [REDACTED] has reasonably relied on General Dynamics' pension benefit and has planned his life based on that amount. [REDACTED] had no way of knowing that he was overpaid, and he did not cause the overpayment.

As in *Dandurand*<sup>13</sup>, it is reasonable for [REDACTED] to believe that General Dynamics was correct in sending his pension benefit and that the Plan would correct errors within a reasonable time. The *Dandurand*<sup>14</sup> court found that four years is not a reasonable period of time for an accounting error to be corrected, and this calculation correction is occurring 10 years later. In addition, the intent of drafters of the Plan states that participants would only have to repay 12 months when the overpayment was an administrative error. Here the Plan is seeking recoupment of 10 years of payments by reducing [REDACTED] pension benefit by almost 90%.

### **Unfair Tax Consequences**

[REDACTED] has already paid taxes on the amount General Dynamics is trying to recoup. Therefore, in addition to the financial hardship, this reduction in monthly income also requires [REDACTED] to incur the cost of hiring a tax professional to file amended tax returns for the years in which benefits are being recouped.

### **Detrimental Reliance**

A Plan may not be able to recoup overpayments where participants or beneficiaries can show detrimental reliance. It is reasonable for General Dynamics to conduct accounting on a periodic basis and that it would correct payment errors within a reasonable period of time.

In *Kapp v. Sedgwick CMS*, the court held that the equitable principle of laches barred a long-term disability plan from recouping overpayments it had made over eight years.<sup>15</sup> The court determined that although ERISA permits a Plan to recoup overpayments that were entirely the Plan's fault, the court would also consider whether the participant had relied on the benefit calculation to his detriment. The court considered six factors that were outlined in *Thorn v. United States Steel & Carnegie Steel Pension Fund*:

- The amount of time which had passed since the overpayment was made.
- The effect that recoupment would have on the participant's benefit income.
- The nature of the mistake by the administrator.
- The amount of the overpayment.
- The beneficiary's total income.

<sup>12</sup> *Phillips v. Maritime Ass'n - I.L.A. Local Pension Plan*, 194 F. Supp. 2d 549

<sup>13</sup> *Dandurand v. Unum Life Ins. Co. of Am.*, 150 F. Supp. 2d 178, 187

<sup>14</sup> *Id.* at 187.

<sup>15</sup> *Kapp v. Sedgwick CMS, AT&T Benefit Umbrella Plan 1*, 2013 WL 26051, 3 (S.D. Ohio, Jan. 2, 2013).

- The beneficiary's use of the money at issue.<sup>16</sup>

Similarly, [REDACTED] alleged overpayment began on January 1, 2011. [REDACTED] received notice of the error 10 years later, in a letter dated July 6, 2020. [REDACTED] detrimentally relied on General Dynamics' calculations used to determine his pension benefit. The Plan allowed this problem to persist for 10 years. [REDACTED] did not know he was overpaid and was surprised to find out that he owed over \$30,000.

A recoupment of this benefit would have the effect of dramatically reducing the present value of [REDACTED] pension benefit. [REDACTED] relied on General Dynamics' determination that the amount distributed to him was accurate and he planned his retirement and his resources based on that determination. [REDACTED] included the monthly amount in its totality in his household budget to pay for the necessities of life such as food, clothing, medical expenses, insurance, utilities, etc. [REDACTED] lives modestly and did not use the pension payments to accumulate a large investment or make extravagant purchases. [REDACTED] had been receiving a monthly pension benefit of \$497.83, and the Plan intends to reduce his monthly benefit to \$59.34 for his lifetime, an 89% reduction in his benefit.

Therefore, the Plan must not seek recoupment from [REDACTED] because he detrimentally relied on an erroneous benefit determination and does not have the resources to recover the amount of \$30,853.66. [REDACTED] has several health issues and has had four major surgeries since he retired. He has had two open heart surgeries, colon surgery, and may need additional surgeries for his back. In addition, [REDACTED] wife recently had a bleed in her retina. She previously had lost part of her eyesight in her left eye due to problems with her retina. Now she is unable to see out of her right eye and will receive injections in that eye for the next six months. The injections are \$2,000 a month, and [REDACTED] is not sure if their health insurance will cover this expense.

General Dynamics is seeking to shift onto [REDACTED] the full cost of an error that the Plan first made in January 2011 and allowed to persist until July 2020. But for the Plan's error, [REDACTED] would not be facing an overpayment. [REDACTED] is an innocent party.

### **Undue Financial Hardship**

The Department of Labor in issuing guidance to plan administrators has stated that "depending on the facts and circumstances involved, the hardship to the participant or beneficiary resulting from such recovery or the cost to the Fund of collection efforts may be such that it would be prudent, within the meaning of section 404(a)(1)(B), for the Fund not to seek recovery from the participant or beneficiary of overpayment made to him."<sup>17</sup>

<sup>16</sup> *Thorn v. United States Steel and Carnegie Pension Fund*, CV-P-1829-S (M.D. Ala. 1983).

<sup>17</sup> Department of Labor Advisory Opinion 77-08, pg. 4.

[redacted]

In *Wells v. United States Steel & Carnegie Pension Fund, Inc.*, the Sixth Circuit Court considered equity in recoupment.<sup>18</sup> The court also found that “[a]lthough the Plan language permits recoupment, this court is concerned with the possible inequitable impact recoupment may have on the individual retirees [...] We thus remand this case to the district court to consider whether, under principles of equity or trust law, relief is unwarranted.”<sup>19</sup>

[redacted]

General Dynamics is seeking recoupment on an error they committed 10 years ago. Such a lengthy time period exacerbates the mistake creating an even greater hardship. In addition, the Plan seeks to reduce [redacted] benefit by 89% which is a true hardship.

[redacted] is 72 years old, is in poor health, receives a limited fixed income from Social Security, and is unable to return to work to supplement his income to repay this large sum of money. The Plan has already reduced [redacted] benefit from \$497.83 a month to \$226.32 a month, a 45% reduction. Now General Dynamics is seeking to reduce his benefit by another 44% to \$59.34, an 89% reduction. [redacted] has relied on his pension benefit for almost 10 years and can’t afford to have his pension benefit reduced by 89%.

[redacted] depended on this benefit to pay for life’s necessities during retirement after working for General Dynamics for over 17 years. [redacted] relied on General Dynamics’ determination of his pension benefits to his detriment. General Dynamics breached its fiduciary duties and did not discover their error for 10 years.

### Remedy

***Because of all the reasons stated above, [redacted] respectfully requests that the plan waive the overpayment and interest. At the very least, [redacted] monthly benefit going forward should not be reduced to \$59.34, an 89% reduction as this will cause an even greater hardship. [redacted] understands that his benefit going forward should be \$226.32; however, reducing his benefit to \$59.34 is unfair and unjust.***

<sup>18</sup> *Wells v. United States Steel & Carnegie Pension Fund, Inc.*, 950 F.2d 1244

<sup>19</sup> *Id.* at 45.

[REDACTED]

Thank you for your review of this matter. If you have any questions, you can contact me at (517) 853-7188, or by email at [csteinmetz@elderlawofmi.org](mailto:csteinmetz@elderlawofmi.org).

[REDACTED]

Respectfully submitted,

[REDACTED]

Christine Steinmetz  
Attorney

[REDACTED]

[REDACTED]

***Enclosures:***

Authorization for Release of Information [REDACTED]  
General Dynamics Claim Initiation Form [REDACTED]  
Letter from General Dynamics, dated July 6, 2020 [REDACTED]  
Letter from General Dynamics dated August 17, 2020 [REDACTED]  
Inquiry letter from MAPRP, dated October 1, 2020 [REDACTED]  
Claim for Benefits, dated November 19, 2020 [REDACTED]  
Letter to General Dynamics, dated March 25, 2021 [REDACTED]  
Letter to Tom Mullaney, dated April 1, 2021 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]