



**PENSION ACTION CENTER, GERONTOLOGY INSTITUTE**  
MCCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES  
UNIVERSITY OF MASSACHUSETTS BOSTON

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[www.umb.edu/pensionaction](http://www.umb.edu/pensionaction)

April 25, 2017

**BY CERTIFIED MAIL; RETURN RECEIPT REQUESTED**

Plan Administrator  
Honeywell Retirement Earnings Plan  
c/o Honeywell International Inc.  
4<sup>th</sup> Floor, Terminal B (Zones 2-4)  
115 Tabor Road  
Morris Plains, NJ 07950

Re: Sandra [REDACTED]  
[REDACTED]  
[REDACTED]

Soc. Sec. No.: ###-##-[REDACTED]  
D.O.B.: [REDACTED]

Howard [REDACTED]

Soc. Sec. No.: ###-##-[REDACTED]  
D.O.B.: [REDACTED]

Dear Sir or Madam:

Please be advised that Sandra [REDACTED], the surviving spouse of the late Howard [REDACTED], has requested the assistance of the Pension Action Center with respect to the issue of her entitlement to survivor benefits pursuant to the Honeywell Retirement Plan ("Plan"). This letter is a claim for benefits due to Mrs. [REDACTED] pursuant to the Plan.

**Statement of Facts**

Mr. [REDACTED] worked for Honeywell Information Systems Inc. ("Honeywell") from approximately June 27, 1966 to April 22, 1983. Mr. [REDACTED] accrued 11 years and 1 month of service for purposes of vesting and service credit. A copy of Mr. [REDACTED] Terminated Participant Certificate from the Honeywell Retirement Plan, verifying his pension eligibility, is enclosed as Exhibit A. The plan in effect at the time of Mr. [REDACTED] separation from employment required 10 years of service for purposes of vesting in the Pre-Retirement Surviving Spouse Benefit. A copy of Honeywell Retirement Plan Section 4.7(f)(iii) is enclosed as Exhibit B. Therefore, Mr. [REDACTED] was fully vested.

Prior to leaving Honeywell in 1983, Mr. [REDACTED] named his wife as the primary beneficiary for his benefits on multiple occasions in a timely manner. A copy of the Beneficiary Designation Form dated November 15, 1982 is enclosed as Exhibit C, the Beneficiary Designation Form dated November 30, 1981 is enclosed as Exhibit D, the Beneficiary Designation for Coverage dated April 1, 1980 is enclosed as Exhibit E, and the Designation of Beneficiary dated August 16, 1979 is enclosed as Exhibit F. Mr. [REDACTED] passed away in 1992. Mr. [REDACTED] would have

reached Normal Retirement Age on June 26, 2007. To date, Mrs. [REDACTED] has not received a surviving spouse benefit from the Honeywell Retirement Plan.

### Argument

#### ***Mr. and Mrs. [REDACTED] meet the Plan requirements to qualify for a Pre-Retirement Surviving Spouse Benefit.***

Mr. [REDACTED] fulfilled the requirements of Section 4.7(f)(iii). See Exhibit B. Mr. [REDACTED] satisfies the first requirement because he was employed from approximately June 27, 1966 to April 22, 1983, thus completing "at least 1 hour of service on or after February 1, 1976." See Exhibits A and B. Mr. [REDACTED] satisfies the second requirement because he completed 11 years and 1 month of service for purposes of vesting and service credit. See Exhibits A and B. Mr. [REDACTED] satisfies the third requirement because he left his employment on April 22, 1983, well before August 23, 1984. See Exhibits A and B. Mr. [REDACTED] satisfies the fourth requirement because his benefit starting date had not occurred before the time of his death. See Exhibits A and B. Mr. [REDACTED] would have reached age 65 on June 26, 2007.

Mr. and Mrs. [REDACTED] were married at the time of Mr. [REDACTED] death. Additionally, Mr. [REDACTED] had named Mrs. [REDACTED] as his primary beneficiary on multiple occasions. See Exhibits C – F. Therefore, Mrs. [REDACTED] is entitled to receive a Pre-Retirement Surviving Spouse Benefit, in accordance with the Plan.

#### ***Mr. [REDACTED] never received actual effective notice of the election form.***

In a letter from Attorney Lisa Dooley, the Plan states that since Mr. [REDACTED] did not submit an election form indicating that he elected the qualified pre-retirement survivor annuity (QPSA) in accordance with the Retirement Equity Act of 1984 ("REA") for his spouse, no surviving spouse benefit is payable to Mrs. [REDACTED]. A copy of the letter from Attorney Lisa Dooley dated August 18, 2016 is enclosed as Exhibit G. Section 303(e)(4)(A) of the REA requires plans or plan administrators to notify plan participants who separated from service prior to August 23, 1984 that they may elect QPSA coverage. Additionally, section 303(e)(4)(A) requires that notice must be provided no later than either the date the first summary annual report provided after September 17, 1985 is distributed to participants, or September 30, 1985.

In response to a request for a copy of a notice, the Plan provided a copy of the notice that was allegedly mailed to all 100% vested participants in July of 1985. A copy of the notice is enclosed as Exhibit H. However, there is no evidence that the notice was ever sent to or received by Mr. [REDACTED] in particular. Mr. [REDACTED] name is not included in the notice. There is no evidence the notice was sent by certified mail to Mr. [REDACTED] address. There is no date specifying when the notice was sent, apart from a cover letter dated December 22, 1992 stating the notice was sent in July of 1985.

A court has previously held that a beneficiary's spouse was properly denied a survivor annuity where the beneficiary failed to opt in because the plan administrators made reasonable efforts to provide notice by sending the notice by certified mail. See Staats v. Ohio River Co., 570 F.Supp. 22, 22 (W.D. Pa. Sept. 7, 1983). In Staats, the plan administrators sent multiple notices by certified mail, which a neighbor had signed for. See id. at 24. The court concluded that sending the materials by certified mail qualified as "measures reasonably calculated to ensure actual receipt of the material by plan participants," in accordance with the general disclosure requirements in 29 C.F.R. § 2520.104(b)-1. See id. The current case can be distinguished from the ruling in Staats because there is no evidence that the notice was sent by certified mail to Mr. [REDACTED] mailing address, or that the notice was even sent to Mr. [REDACTED]. See id. Therefore, a court is likely to find that the Plan did not make reasonable efforts to provide notice to Mr. [REDACTED]. See id.

***Had Mr. [REDACTED] received actual notice of the election form, there is convincing evidence that he would have opted for the QPSA.***

Although there is no completed QPSA election form, there is convincing evidence that had Mr. [REDACTED] received actual notice of the QPSA election form, he would have opted for the coverage. In a case similar to the current case, the 7<sup>th</sup> Circuit affirmed a lower court decision granting summary judgment in favor of the plaintiff beneficiary's surviving spouse, holding that the deceased beneficiary did not have actual notice to elect pre-retirement pension coverage and that "if he had received clear notice, he would have opted for coverage." See Kaszuk v. Bakery and Confectionary Union, 638 F.Supp. 365, 375 (N.D. Ill. Nov. 8, 1984) (7<sup>th</sup> Circuit affirmed in Kaszuk v. Bakery and Confectionary Union and Industry Intern. Pension Fund, 791 F.2d 548, 548 [7<sup>th</sup> Cir. May 23, 1986]). In Kaszuk, the court first held that placing notice of the requirement to elect pre-retirement survivor pension coverage in advertisements in the union newspaper was not sufficient and actual notice to the participant and other union workers. See id. at 365. The court then examined evidence that the participant was "very concerned for [his wife's] welfare, and did everything in his power to see that she would be protected in the event he should predecease her." See id. at 375. The court relied on circumstantial evidence, including the participant naming his wife the beneficiary of his will and life insurance, and making her the joint owner of his savings account and house, in granting summary judgment. See id.

This circumstantial evidence indicates that Walter Kaszuk believed that he had done everything necessary to provide for his wife, and that he was laboring under a misapprehension that [his wife] was covered under the pension plan. This evidence also indicates that if Walter Kaszuk had been given clear notice that he had to elect coverage under the pre-retirement plan in order to ensure that his wife would be provided for should he die before retiring, he would have done so.

See Kaszuk, 638 F.Supp at 376.

The current case is similar to the facts in Kaszuk because there is no evidence that Mr. [REDACTED] received actual and clear notice of the requirement to submit the QPSA coverage election form. Additionally, Mr. [REDACTED] provided for his wife at every opportunity he was given by Honeywell, including naming her as the primary beneficiary in his retirement plan and life insurance plan. See Exhibits C – F. Accordingly, a court is likely to find, similar to Kaszuk, that there is convincing evidence Mr. [REDACTED] intended to provide for Mrs. [REDACTED] should he die before retiring, and that if he had received notice to submit the QPSA coverage election form, he would have done so. See Kaszuk, 638 F.Supp at 376.

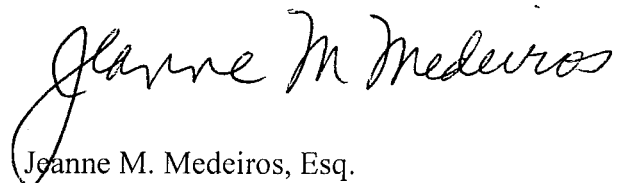
### Conclusion


For the reasons outlined above, we request that Mrs. [REDACTED] be paid her survivor benefit as of the pension starting date of June 26, 2007. If there is any paperwork which must be completed by Mrs. [REDACTED] in order for pension payments to commence, please forward it to me immediately. I am enclosing a signed Release from Mrs. [REDACTED] authorizing the release of information regarding her pension to the Pension Action Center as Exhibit I.

Please direct any written response to me at: Sophie Esquier or Jeanne Medeiros, 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 us at [Sophie.Esquier@umb.edu](mailto:Sophie.Esquier@umb.edu) or [Jeanne.Medeiros@umb.edu](mailto:Jeanne.Medeiros@umb.edu).

Thank you for your attention to this matter.

Sincerely,

  
Jeanne M. Medeiros, Esq.

  
Sophie Esquier  
Legal Intern



AUG 02 2017

Cynthia Robinson  
Manager, Retirement Plans  
& Benefits Labor

Honeywell  
115 Tabor Road  
Morris Plains, NJ 07950

(973) 455-2243  
cindy.robinson@honeywell.com  
www.honeywell.com

July 27, 2017

Via Email and Regular Mail

Sophie Esquier  
Pension Action Center  
Gerontology Institute  
University of Massachusetts Boston  
100 Morrissey Boulevard  
Boston, Massachusetts 02125

Re: Pension Survivor Benefits for Sandra [REDACTED]

Dear Ms. Esquier:

This letter responds to the claim you submitted on behalf of Sandra [REDACTED] under the terms of the Honeywell Retirement Benefit Plan (the "Plan").<sup>1</sup> Specifically, Mrs. [REDACTED] is claiming a survivor pension benefit from her husband, Howard [REDACTED]. The Plan Administrator has delegated to me the authority to decide pension claims under the Plan, and for the reasons described in this letter, Mrs. [REDACTED] claim is denied.

The Plan's records indicate that Howard [REDACTED] was employed by a predecessor company of Honeywell International Inc., Honeywell Inc., until June 22, 1983. There is some discrepancy about his hire date with the company, with the Terminated Participant Certificate previously submitted indicating Mr. [REDACTED] had 11 years and 1 month of Credited Service for Vesting at his termination but with you stating that he was originally employed on June 27, 1966. Mr. [REDACTED]'s actual hire date is not relevant for purposes of this letter since he met the minimum vesting requirements for a surviving spouse annuity (10 years) under the Plan, as amended to incorporate the qualified pre-retirement survivor annuity (QPSA) requirements of the Retirement Equity Act of 1984, using either date. Mr. [REDACTED] died on June 8, 1992 at age 49.

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<sup>1</sup> A successor to the Plan was later merged with and into the Honeywell Retirement Earnings Plan and all benefits are currently paid from the Honeywell Retirement Earnings Plan.

A copy of the Plan as amended December 22, 1982 was previously provided to you as was a copy of the subsequent amendment incorporating the QPSA requirements. Pages 31-32 of the amendment provides that a participant who was alive on August 23, 1984 could voluntarily elect an optional pre-retirement surviving spouse benefit if he met all of the following requirements:

- He completed as least 1 hour of service on or after February 1, 1976;
- He completed 10 or more years of Credited Service for Vesting;
- He terminated employment before August 23, 1984; and
- He had not started to receive his pension benefit as of August 23, 1984.

A blank copy of the form Mr. [REDACTED] would have used to make his QPSA election was also previously provided to you. Internal company correspondence indicates that all 100% terminated deferred vested participants received the QPSA form by mail in July 1985. Although Mr. [REDACTED] satisfied the requirements above, the Plan administrator has no record of receiving an election form indicating that Mr. [REDACTED] elected the QPSA for his spouse at any time before his death in 1992.

Upon further review, corporate census listings and beneficiary designation forms dated at various times between 1979 and 1982 show a mailing address of [REDACTED], MA [REDACTED]. As this was the last known mailing address of Mr. [REDACTED] following his 1983 termination date, and we have no further indication that he updated his mailing address after his 1983 termination, this address was used for the QPSA mailing. We have no indication that the QPSA mailing was returned to Honeywell Inc. due to a bad or insufficient address. Mrs. [REDACTED] has provided no documentation or information that shows Mr. [REDACTED] affirmatively elected QPSA coverage for her before his death or that he notified Honeywell Inc. of a new mailing address between his termination in 1983 and his death in 1992. For these reasons, Mrs. [REDACTED] claim must be denied.

Due to this adverse benefit determination, the Plan is required to provide you with a description of any additional material or information that could be used to perfect your claim. Documentation or information showing that Mr. [REDACTED] affirmatively elected QPSA coverage or changed his mailing address after 1983 to an address other than [REDACTED] could perfect Mrs. [REDACTED] claim.

As a Plan fiduciary, the Plan Administrator is required by Federal law to administer the Plan in strict accordance with its written terms. If Mrs. [REDACTED] believes that this determination is incorrect, she may formally appeal this decision to the Honeywell Pension and Savings Appeals Committee in writing within 60 days of the date of this letter. I have attached a copy of the appeal process for her convenience. In the appeal, she or you should clearly identify the facts that might warrant a favorable decision. In addition, Mrs. [REDACTED] or you should submit any other evidence deemed relevant or appropriate to the reconsideration of her claim.

Very truly yours,

A handwritten signature in cursive script, appearing to read "C. Robinson", followed by a long horizontal flourish.

Cynthia Robinson  
Manager - Retirement Plans & Benefits Labor



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August 11, 2017

**BY CERTIFIED MAIL; RETURN RECEIPT REQUESTED**

Honeywell Pension and Savings Appeal Committee  
c/o Honeywell International, Inc.  
115 Tabor Road, Zone B (Terminal 2-4)  
Morris Plains, NJ 07950

Re: Sandra [REDACTED]  
[REDACTED]  
[REDACTED]

Soc. Sec. No.: XXX-XX-[REDACTED]  
D.O.B.: [REDACTED]

Howard [REDACTED]

Soc. Sec. No.: XXX-XX-[REDACTED]  
D.O.B.: [REDACTED]

Dear Appeals Committee:

On April 25, 2017, this office filed a claim for survivor benefits on behalf of Sandra [REDACTED], the surviving spouse of the late Howard [REDACTED], pursuant to the Honeywell Retirement Plan. See enclosed copy of claim letter with all its exhibits, as Appeal Exhibit A.

On August 2, 2017, this office received a letter from the Plan Administrator denying Sandra [REDACTED] claim for survivor benefits. A copy of that letter is attached hereto as Appeal Exhibit B.

**This letter is an appeal of the plan's decision denying Mrs. [REDACTED] survivor benefits pursuant to the plan and ERISA.** We enclose a Release form signed by Mrs. [REDACTED] authorizing this office to act on her behalf in this matter as Appeal Exhibit C.

**Statement of Facts**

Howard [REDACTED] worked for Honeywell Information Systems Inc. ("Honeywell") from approximately June 27, 1966 to April 22, 1983. Mr. [REDACTED] accrued 11 years and 1 month of service for purposes of vesting and service credit. A copy of Mr. [REDACTED] Terminated Participant Certificate from Honeywell Retirement Plan, verifying his pension eligibility, was enclosed with





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the claim letter as Exhibit A. The plan in effect at the time of Mr. [REDACTED] separation from employment required 10 years of service for purposes of vesting in the Pre-Retirement Surviving Spouse Benefit. A copy of Honeywell Retirement Plan Section 4.7(f)(iii) was enclosed with the claim letter as Exhibit B. Therefore, Mr. [REDACTED] was fully vested.

Prior to leaving Honeywell in 1983, Mr. [REDACTED] named his wife as the primary beneficiary from his benefits on multiple occasions in a timely manner. Copies of all of these designations were provided with the original claim letter. A copy of the Beneficiary Designation Form dated November 15, 1982 was enclosed as Exhibit C; the Beneficiary Designation Form dated November 30, 1981 was enclosed as Exhibit D; the Beneficiary Designation for Coverage form dated April 1, 1980 was enclosed as Exhibit E; and the Designation of Beneficiary dated August 16, 1979 was enclosed as Exhibit F.

Mr. [REDACTED] passed away in 1992. Mr. [REDACTED] would have reached Normal Retirement Age on June 26, 2007. To date, Mrs. [REDACTED] has not received a surviving spouse benefit from the Honeywell Retirement Plan.

### **Argument**

The letter dated July 27, 2017 falls far short of the level of acceptability necessary to the decision-making process. It provides no indication that the plan has considered the evidence presented by Mrs. [REDACTED], of the weight it gave to her evidence, what other evidence it considered, and the factual and legal bases upon which its conclusion is based.

Courts have consistently held that such conclusory denials of ERISA-governed benefits constitute an abuse of discretion. Whitehouse v. Raytheon, 672 F. Supp. 2d 174 (D. Mass. 2009), Taylor v. Metropolitan Life, 2009 U.S. Dist. LEXIS 27939 (D. Mass. 2009). The claims process required by ERISA requires a "reasoned opinion," providing both findings of fact and the rationale supporting the decision. Doyle v. Paul Revere Life Ins. Co., 144 F. Supp. 3d 181, 184 (1st Cir. 1998). The persistent core requirements of review intended to be full and fair include knowing what evidence the decision-maker relied upon, having an opportunity to address the accuracy and the reliability of that evidence and having the decision-maker consider the evidence presented by both parties. The plan in its review must, at a minimum, state upon what evidence it relied, invite comment or rebuttal on that evidence, and make an effort to ascertain all relevant facts. Bald-faced conclusions do not satisfy this requirement, Taylor, supra.



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Even if the July 27th letter did constitute a reasoned conclusion, based on the evidence presented by both parties, that Mr. [REDACTED] did not opt for QPSA coverage, it would still be deficient pursuant to ERISA. There is no indication that the plan has actually reviewed the evidence and arguments presented. The plan's failure to provide Mrs. [REDACTED] with a full and fair review of her claim constitutes an abuse of discretion and a breach of the fiduciary duty it owes to her.

***The plan breached its fiduciary duty to Mr. [REDACTED] by failing to provide him the QPSA notice in timely fashion***

Following the passage of the Retirement Equity Act in 1984, pension plans were required to notify deferred vested participants who had separated from service but not yet commenced benefits that they had the right to elect pre-retirement survivor coverage. See Section 303(e)(2) of ERISA, part of REA's "transitional rules". Plans were required to notify deferred vested terminated participants of this right before September 30, 1985, pursuant to ERISA Sec. 303(e)(4). Failure to notify a participant in a timely fashion of their right to make this election constitutes a breach of the fiduciary duty owed to the participant by the plan. We assert that the plan breached its fiduciary duty to Mr. [REDACTED] in this regard.

In its denial letter of July 27, 2017, the plan asserts, **without proof**, that 100% of all terminated deferred vested participants received the QPSA notice, that there is no indication that the QPSA mailing was returned to Honeywell due to a bad or insufficient address, and that the Plan Administrator has no record of receiving a QPSA election form from Mr. [REDACTED]. The plan fails to address the arguments raised in Mrs. [REDACTED] claim letter, and fails to detail substantial evidence supporting its assertion that Mr. [REDACTED] received the QPSA election form but failed to return it to the plan.

Federal regulation requires plans to "use measures reasonably calculated to ensure actual receipt of the material by plan participants, beneficiaries, and other individuals." See 29 C.F.R. § 2520.104(b)-1. According to the Plan, internal company correspondence indicates that all 100% terminated vested participants received the QPSA form by mail in July 1985, and there is no indication that the QPSA mailing was returned to Honeywell Inc. due to a bad or insufficient address.

The plan has failed to show conclusively that the letter and QPSA form were even mailed to Mr. [REDACTED]. The plan has not provided any mailing list showing that Mr. [REDACTED] was identified as a terminated vested participant who should be receiving the notice. Nor has it shown that he



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actually did receive the notice, if it was sent. While the plan has provided a blank copy of the form notice sent to participants it had identified, the notice does not specifically include Mr. [REDACTED] name as a recipient, any evidence of a certified mail status indicating receipt by Mr. [REDACTED], or even a specific date upon which the notice was sent.

As the plan appears to have no concrete evidence that Mr. [REDACTED] was actually sent or actually received the QPSA notice, it has no sound basis for its decision dated July 27, 2017, in this matter.

***There is convincing evidence Mr. [REDACTED] would have elected for QPSA coverage had he received notice of the QPSA election form.***

As cited in our original claim letter, the 7<sup>th</sup> Circuit Court of Appeals affirmed a lower court decision very similar to this instant matter in favor of a plaintiff beneficiary's surviving spouse, holding that the deceased beneficiary did not have actual notice to elect pre-retirement pension coverage and that "if he had received clear notice, he would have opted for coverage." See Kaszuk v. Bakery and Confectionary Union, 791 F.2d 548 (1986).

Since there is no evidence that Mr. [REDACTED] was ever actually sent, or ever received, actual and clear notice of the QPSA election, it is not surprising that there is no completed QPSA of record. However, here, as in Kaszuk, there is more than enough convincing evidence to indicate that Mr. [REDACTED] would have elected for coverage. Specifically, Mrs. [REDACTED] provided five separate beneficiary designation forms where she was named a beneficiary of Mr. [REDACTED] pension benefits under the Honeywell Retirement Plan. See Exhibits C-F. Mr. [REDACTED] provided for his wife at every opportunity he was given by Honeywell. The fact that there was no QPSA election by Mr. [REDACTED], in the face of this overwhelming evidence of his intention to provide for Mrs. [REDACTED] should he predecease her, leads to the conclusion that Mr. [REDACTED] had **not** been provided with the opportunity to elect QPSA coverage for her.

### **Conclusion**

For the reasons discussed above, we hereby request that you review this matter and render a decision that Mrs. [REDACTED] is entitled to be paid survivor benefits as of the pension starting date of June 26, 2007, pursuant to the plan and ERISA.



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Please direct any written response to us at: Chelsea Pande or Jeanne Medeiros, Pension Action Center, Gerontology Institute, Umass Boston, 100 Morrissey Blvd., Boston, MA 02125. If you have any questions regarding this request, please do not hesitate to contact either of us at [Chelsea.Pande@umb.edu](mailto:Chelsea.Pande@umb.edu) or [Jeanne.medeiros@umb.edu](mailto:Jeanne.medeiros@umb.edu).

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chelsea Pande'.

Chelsea Pande  
Legal Intern

A handwritten signature in black ink, appearing to read 'Jeanne M. Medeiros'.

Jeanne M. Medeiros, Esq.  
Director

Enclosures:

Appeal Exhibit A – Claim letter with exhibits, dated April 25, 2017

Appeal Exhibit B – Denial letter, dated August 2, 2017

Appeal Exhibit C – Release Form

cc. Sandra [REDACTED]

May 31, 2018

**BY CERTIFIED MAIL; RETURN RECEIPT REQUESTED**

Darius Adamczyk  
Chairman and CEO  
Honeywell International  
101 Columbia Road  
Morristown, NJ 07962

Mark R. James  
Senior Vice President, Human Resources  
Honeywell International  
101 Columbia Road  
Morristown, NJ 07962

Re: Deficiencies in Processing Claim Appeals for Benefits Pursuant to ERISA

Dear Mr. Adamczyk and Mr. James:

We are writing to alert you to serious problems in the administration and benefit claim appeals processing in a retirement plan administered by Honeywell, and to request your intervention.

The New England Pension Assistance Project is one of the pension counseling projects funded by grants from the U.S. Administration on Community Living to provide free pension counseling and advocacy to plan participants. Our Project, which provides services for residents of the six New England states, is in the midst of handling a case that is demonstrative of Honeywell's failure to adhere to the benefit claim appeals process outlined under ERISA.

On behalf of a client's claim for survivor benefits, our office filed an appeal of a benefit claim denial on August 11, 2017. Honeywell received the appeal on August 18, 2017. Pursuant to 29 C.F.R. § 2560.503-1(i), a plan administrator must make a benefit determination of an appeal within sixty (60) days of receipt, unless an additional sixty (60) day extension is requested. Honeywell did not request an extension, and thus a decision was due by October 18, 2017. Our office sent a letter to the Honeywell Pension and Savings Appeal Committee on March 7, 2018, reminding them of the deadline under ERISA. As of the date of this letter, Honeywell has not issued a determination on the case at issue.

If this issue is not addressed, our client will have no other recourse than to contact the U.S. Department of Labor. Thank you for your attention to this matter.

Sincerely,

Cc: Cynthia Robinson

Sophie Esquier, J.D.  
Legal Fellow



Cynthia Robinson  
Manager, Retirement Plans  
& Benefits Labor

Honeywell  
115 Tabor Road  
Morris Plains, NJ 07950

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May 31, 2018

**Via Email and Regular Mail**

Sophie Esquier  
Pension Action Center  
Gerontology Institute  
University of Massachusetts Boston  
100 Morrissey Boulevard  
Boston, Massachusetts 02125

**Re: Pension Survivor Benefits for Sandra [REDACTED]**

Dear Ms. Esquier:

This letter responds to the appeal you submitted on behalf of Sandra [REDACTED] under the terms of the Honeywell Retirement Benefit Plan (the "Plan").<sup>1</sup> Specifically, Mrs. [REDACTED] is claiming a survivor pension benefit from her husband, Howard [REDACTED]. For the reasons specified in this letter, Mrs. [REDACTED]'s appeal for a QPSA benefit is approved.

The Plan's records indicate that Howard [REDACTED] was employed by a predecessor company of Honeywell International Inc., Honeywell Inc., until June 22, 1983. There is some discrepancy about his hire date with the company, with the Terminated Participant Certificate previously submitted indicating Mr. [REDACTED] had 11 years and 1 month of Credited Service for Vesting at his termination but with you stating that he was originally employed on June 27, 1966. Mr. [REDACTED] died on June 8, 1992 at age 49.

A copy of the Plan as amended December 22, 1982 was previously provided to you as was a copy of the subsequent amendment incorporating the QPSA requirements. Pages 31-32 of the amendment provides that a participant who was alive on August 23, 1984 could voluntarily elect an optional pre-retirement surviving spouse benefit if he met all of the following requirements:

- He completed at least 1 hour of service on or after February 1, 1976;

---

<sup>1</sup> A successor to the Plan was later merged with and into the Honeywell Retirement Earnings Plan and all benefits are currently paid from the Honeywell Retirement Earnings Plan.

- He completed 10 or more years of Credited Service for Vesting;
- He terminated employment before August 23, 1984; and
- He had not started to receive his pension benefit as of August 23, 1984.

Terminated deferred vested participants received the QPSA form by mail in July 1985 and although Mr. [REDACTED] satisfied the requirements above, the Plan administrator has no record of receiving an election form indicating that Mr. [REDACTED] elected the QPSA for his spouse at any time before his death in 1992.

Corporate census listings and beneficiary designation forms dated at various times between 1979 and 1982 show a mailing address of [REDACTED]. Upon further review of the records from the prior employer, it appears that at some unknown point Honeywell Inc. recorded this address as a bad address, meaning that mail sent to Mr. [REDACTED] at this address was returned. In similar past cases, Honeywell Inc. would have continued to deny a surviving spouse claim such as Mrs. [REDACTED]'s where the Plan sent mail to the participant's last known mailing address and the participant did not take the necessary steps to update the mailing address. However, at this time, we are unable to locate any records that indicate when Mr. [REDACTED]'s address was flagged by Honeywell Inc. as a bad address. Due to the fact that Mr. [REDACTED]'s address was flagged by Honeywell Inc. as a bad address at some unknown point and there is a possibility that the QPSA notice was not received by him, we will agree to pay Mrs. [REDACTED] a surviving spouse annuity. I will direct the Plan record keeper to calculate and pay a surviving spouse annuity as soon as possible.

With respect to Mr. [REDACTED]'s years of service for purposes of calculating his Plan benefit, Mrs. [REDACTED] previously stated that he worked for Honeywell Inc. from June 27, 1966 to October, 1971 and then again from March 16, 1972 to April 22, 1983. The Terminated Participant Certificate reflected only Mr. [REDACTED]'s 1972 to 1983 employment. The summary plan description and Plan in effect at Mr. [REDACTED]'s first termination date in 1971 and his rehire date in 1972 provided the following.

Page 8 of summary plan description:

*'If You Leave the Company*

If you are a participant and leave the Company before age 65 for any reason other than retirement, death, or total permanent disability, you will be entitled, upon application, to a lifetime retirement benefit when you reach age 65, if you had at least 15 full years of credited service at the time of your termination. Shortly after termination, you will receive a Terminated Participant Certificate from the Retirement Committee telling you the amount of the reduced retirement benefit for which you can apply at age 65.

If a participant leaves the Company for any reason other than retirement, or total and permanent disability with less than 15 years of continuous service, he will not be entitled to receive any benefits from the Plan.

If you leave the Company and later return, you will be considered to be \* new employee for purposes of computing benefits under the Plan. However, your total benefits from all periods of your employment with Honeywell may not exceed the benefit which would result if all your service with the Company had been continuous.”

Section 4.7 of the Plan dated October 21, 1969 provides a benefit for a Terminated Participant who has at least 15 full years of Credited Service. Section 1.12 of the Plan defines “Credited Service” in relevant part as “only the continuous regular service of an Employee since the date of his most recent employment by the Company.” Based on these provisions, Mr. [REDACTED] was entitled to a benefit based on his second period of service only, from 1972 to 1983.

With respect to Mrs. [REDACTED]’s claim for a surviving spouse annuity, Federal pension law permits her to bring a lawsuit in federal court against the Plan under section 502(a) of the Employee Retirement Income Security Act, as amended, if she disagrees with this determination. **Any legal action in connection with the Plan must be brought in the Federal District Court of New Jersey within the 6-month period beginning on the date her claim and appeal rights under the Plan are exhausted.** Mrs. [REDACTED] is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to her claim for benefits.

Due to the adverse benefit determination on the Credited Service issue, the Plan is required to provide Mrs. [REDACTED] with a description of any additional material or information that could be used to perfect her claim. Any indication from the Plan administrator that it considered Mr. [REDACTED]’s Credited Service to be greater than 11 years and 1 month could perfect Mrs. [REDACTED]’s claim for additional Credited Service.



As a Plan fiduciary, the Plan Administrator is required by Federal law to administer the Plan in strict accordance with its written terms. If Mrs. [REDACTED] believes that this Credited Service determination is incorrect, she may formally appeal this decision to the Honeywell Pension and Savings Appeals Committee in writing within 60 days of the date of this letter. I have attached a copy of the appeal process for her convenience. In the appeal, she or you should clearly identify the facts that might warrant a favorable decision. In addition, Mrs. [REDACTED] or you should submit any other evidence deemed relevant or appropriate to the reconsideration of her claim.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'C. Robinson', with a stylized flourish at the end.

Cynthia Robinson  
Manager - Retirement Plans & Benefits Labor