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in propria persona
Daniel Moore
12689 N Sleeping Coyote Drive
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Objector (to proposed Settlement)

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

JOHNNY CRUZ, on behalf of himself
and all others similarly situated,

Plaintiffs,

v.

RAYTHEON COMPANY, *et al.*,

Defendants.

CASE NO. 1:19-CV-11425

**OBJECTION TO PROPOSED
SETTLEMENT**

HONORABLE PATTI B. SARIS

U.S. DISTRICT COURT
DISTRICT OF MASS.
2021 MAY -4 PM 1: 08
FILED
IN CLERKS OFFICE

1 Objector, Daniel Moore, hereby submits his (initial) objection(s) to the presently
2 proposed Settlement of this Case (*Cruz v. Raytheon Co.*)—which first came to Objector’s
3 attention via two non-identical letters received less than two weeks ago. Each letter relates,
4 individually, to Objector’s participation within, and pension benefits under, one of two
5 different *Raytheon Co.* retirement Plans, namely, the *Raytheon Bargaining Retirement Plan*
6 and *Raytheon Non-Bargaining Retirement Plan*. Notably, from each of those two Plans,
7 Objector presently receives an ERISA-noncompliant Joint and Survivor Annuity (JSA);
8 and both such JSAs entirely fail compliance with ERISA-associated mandates as apply to
9 all default forms of pension-benefit distribution—which are typically called a *Qualified*
10 *Joint and Survivor Annuity* (QJSA).

11
12 Simultaneous with submission of this, his initial Objection-filing, Objector also
13 submits to the Court his *Notice of Intention to Appear* (at the Final Approval Hearing),
14 and his *Petition for an Extension of Time* (to File Further Objections)—as would be
15 intended to include more specifically stated Objections, and to provide further supportive
16 evidence (with better linkage between stated Objections and provided exhibit materials).
17 Objector here asserts that he has not yet received adequate opportunity to speak (or write)
18 as to all that is neither fair, reasonable or adequate as regarding the presently proposed
19 Settlement, and/or its proposed Fees, Expenses and Costs Award.

20
21 In the short time since Objector first became even aware of the existence of this
22 *Cruz v. Raytheon Co.* action, he has already been in contact with both Plaintiff’s counsel
23 and his present point-of-contact within the *Employee Benefits Security Administration*
24 (EBSA) branch of the *U.S. Department of Labor* (DOL), as regarding the inherent flaws
25 and ERISA-undermining issues of the presently proposed Settlement. Please thoroughly
26 consider *Exhibit-1* and *Exhibit-3*, in their entirety, plus all relevant aspects of *Exhibit-2*

1 (for which only a place-holder/pointer is here provided by Objector, as stated therein)—
2 especially dockets #10 and #45. Similarly, *Exhibit-4* and *Exhibit-5* (parts “a” and “b”)
3 also warrant thorough consideration, despite their relationship to even broader issues as
4 were already being rigorously pursued well before Objector became aware of this Case.
5

6 *Exhibit-6* and *Exhibit-7* merely present the two letters Objector recently received,
7 as first alerted him to the Case presently at hand. *Exhibit-8* and *Exhibit-9* evidence
8 Objector’s prior requests to the Secretaries of the DOL and of the U.S. Department of the
9 Treasury (DOT) for ERISA-enforcement support. That requested enforcement-support
10 relates to all of Objector’s multiple allegations and claims against the Defendants (as have
11 been continuously pursued by the Objector, and others, for now approximately 6.5-years).
12 Those Objector-initiated allegations and claims specifically include the Single Life
13 Annuity (SLA), JSA, and QJSA matters presently before this Court within this Case.
14 Therefore, in a manner initially unbeknownst to Objector, the DOL, its EBSA arm, and
15 the DOT have all already been invited to participate in this Case. However, even those
16 U.S. Government entities have not yet had enough time to become sufficiently
17 knowledgeable of the related issues as to be adequately prepared to, now, timely file their
18 own, well-supported Objections to the proposed Settlement. Notably, exacerbating
19 matters even further, the EBSA’s LA/Pasadena office was already intending to transfer
20 Objector’s EBSA Case to its Boston office—which at this point in time has essentially no
21 familiarity with his EBSA Case, much less its correlations with this *Cruz v. Raytheon Co.*
22 action. Furthermore, to Objector’s present knowledge, none of the above-mentioned U.S.
23 Government Departments (or Agencies) have yet seen *Exhibit-10* or the compellingly
24 incriminating evidence associated with *Exhibit-11* and *Exhibit-12*—which Objector is
25 obliged to carefully protect until such time as one or more of those entities help him
26 ensure proper document sealing and/or redaction.

1 Of significance to this Case, Objector’s pension benefits derive specifically from
2 the *Contributory* benefit structures found within the two cited Plans—which apply only to
3 a subset of the many employees participating in those two Plans. The benefit features and
4 determinations under those Plans’ *Contributory* benefit-structures effectively mandate
5 unique considerations as have not yet been applied or lawfully addressed by the presently
6 proposed Settlement. This Case’s failure to adequately account for individual Plan and/or
7 benefit-structure differences has resulted in a proposed Settlement that would wrongfully
8 perpetuate egregious instances of Actuarial Non-Equivalency regarding default forms of
9 benefit-distribution (i.e., unqualified JSA benefits that fail basic ERISA requirements).
10 Furthermore, the presently proposed Settlement also wrongly terminates any and all now
11 ongoing challenges of these ERISA violations, precluding any future attempts to remedy
12 such harmful practices. In essence, the proposed Settlement runs entirely contrary to the
13 purposes the two letters asserted were the reason for an absence of any opt-out privileges.
14

15 As was already briefly covered in this Court’s Decision Not to Dismiss this Case,
16 ERISA insists that every QJSA (both for married and unmarried retirees) must be of equal
17 or greater *Present Value* than any other optional form of benefit available to that same
18 retiree upon his or her benefit determination date. The Defendants have been distributing
19 ostensibly “qualified” JSA benefits that fail that requirement—even by at least as much as
20 a one-to-two (1:2) margin—while wrongly reaping ERISA-related tax-breaks under the
21 false pretense of ERISA compliance. Now, it seems, the Defendants have surreptitiously
22 negotiated a (proposed) “Settlement” that would (unbeknownst to the Court) explicitly
23 sanction their continuation of such ERISA violations—precluding eventual repercussions.
24 Proof of Defendants’ (JSA) ERISA violations is presented in *Exhibit-10*, regarding
25 Objector’s pension benefits, and in *Exhibit-11* and *Exhibit-12* regarding those of two
26 others. Furthermore, other Plan retirees, similarly situated, have entrusted Objector with

1 additional evidence of such harms as still warrant independent examination by unbiased
2 professional Actuaries. Beside further proving here-cited JSA-related ERISA violations,
3 such further actuarial examinations will help prove to the Court the wide range of harms
4 suffered even by those within those two specific (*contributory*) benefit-structures.
5

6 Notably, the magnitude of financial harms this Objector (and others) incurs under
7 the two cited Plans' *Contributory* benefit-structures—as directly relating to the Actuarial
8 (non-)Equivalencies, Actuarial Assumptions, and ERISA-noncompliant Relative Value
9 issues around which this Case centers—tend to be about two orders of magnitude worse
10 (in either dollars or percentage-of-financial-harm) than those as have been brought to this
11 Court's attention by the named Plaintiff, Mr. Cruz, and/or his present legal counsel. This
12 fundamentally begs objections as to Mr. Cruz's suitability to serve as sole (proposed)
13 Class Representative—especially if he was never even a participant under either of those
14 two Plans' benefit-structures and suffered no harm(s) thereunder. Relatedly, given that
15 Mr. Cruz's counsel never previously brought to this Court's attention the huge disparity
16 of harms being suffered also raises objections as to their suitability to serve as the only
17 (proposed) legal representation for the (proposed) Settlement Class.
18

19 While it should not be merely assumed that Mr. Cruz or his present counsel ever
20 intended to hide such harm-disparity, the very fact that it is only just now being brought to
21 the Court's attention surely suggests the Court should consider appointing trustworthy and
22 unbiased additional counsel, having no conflict of interest regarding delving rightfully
23 further into these newly raised concerns. It must not go unnoticed that Mr. Cruz's present
24 counsel is likely “itching” to soon receive the proposed \$8.9 million dollar fee award as
25 would likely otherwise soon occur—if these relevant matters had not now been raised.
26

1 Relatedly, as already evidenced within *Exhibit-1*, Objector is willing to consider
2 being appointed to serve as Class (co)Representative, at least as regarding the two Plans
3 within which he has long participated—under those two Plans’ *contributory* benefit
4 structures. Such a prospect has some appeal, in that it might afford a means by which he
5 could rightly recover significant personal expenses he has already incurred, by way of his
6 persistent and still ongoing attempts to have all such JSA/QJSA harms remedied.
7

8 On a separate but nonetheless related note, Objector also begs the Court to issue an
9 injunction against the Defendants’ recently revealed plans to “freeze out” all *contributory*
10 benefit-structure Plan participation for all of its as yet unretired, Plan-participating
11 employees. That freeze-out would devastate the “early retirement” benefit-features as
12 were central to participants’ prior (1990/1991) irrevocable decisions to participate in those
13 specific benefit-structures. The (1990/1991) Defendant-mandated, one-time, irrevocable
14 decisions, as were required of all then-serving employees, assured such decision-makers
15 they would be able to retain the benefit-types and features as were offered to guide their
16 mandatory, one-time, irrevocable decisions. Those soon-to-be-harmed, present-day
17 employees have been paying contributions to those two Plan benefit structures throughout
18 their working careers—at least since 1990/1991. Had they elected otherwise, they could
19 have obtained less-valuable benefits under other (non-contributory) benefit-structures for
20 which they would never have been required to make any benefit-plan contributions.
21 (Please see *Exhibit-2*, especially its docket #10 and #45, as including all evidence
22 presented thereby.) Notably, by all present appearances, it seems the Defendants, by such
23 freeze-outs, are trying to quietly escape the liabilities associated with this Objector’s
24 allegations and related claims—harming even those who are not yet retired.
25

26 For reasons outlined herein—about which Objector has not yet been afforded

1 adequate time to fully convey—Objector begs the Court to grant a ninety-day (90-day)
2 *Extension of Time*, so as to permit him, the U.S. Department of Labor, and the U.S.
3 Department of the Treasury, to more fully form, support and file appropriate Objections.
4 The multiple *Exhibits* provided as part of this (initial) Objection-filing present what
5 Objector believes are compelling reasons for the Court to grant such an Extension
6 request—because there is no other way by which the many complexities of this Case
7 could ever be rightly comprehended and/or appropriately litigated and/or settled.
8

9 Given sufficient time, Objector would be able to thoroughly convince the Court of
10 the unfairness, unreasonableness, and inadequacy of the presently proposed Settlement;
11 and of the unfairness and unreasonableness of the presently proposed Fees, Expenses and
12 Costs Award. As indicated by place-holder *Exhibits* linked to this Objection-filing, the
13 *pro se* Objector needs considerable assistance to ensure proper sealing or redaction of the
14 personal and financial details of others, as occur within the compelling evidence as would
15 otherwise already have been more fully provided via *Exhibit-11* and *Exhibit-12* (about
16 which *Exhibit-13* provides the merest hints).
17

18 Objector urges full scrutiny of all aspects of here-submitted *Exhibits*, believing the
19 sum total impact of those, alone, fully justifies his here-requested *Extension of Time* (to
20 file fuller objections and associated evidence). Objector also hereby informs the Court
21 that he has every intention of appearing at the Final Approval Hearing, so as to be
22 available to further support his objections and answer any and all questions as relating to
23 the here-filed *Exhibits*.
24

25 For related consideration, Objector has also included *Exhibit-14*, *Exhibit-15* and
26 *Exhibit-16*—which evidence personal crises needing his immediate attention. These

1 greatly reduce, in the near-term, his availability to rightly and entirely focus upon this
2 Case. Those personal matters help explain why such a long (90-day) extension is needed.
3 Furthermore, the proposed extension will help the various government agencies to also
4 come sufficiently up to speed on these matters for their own subsequent filings.
5

6 As is made clear within the provided *Exhibits*, Objector has urgently attempted to
7 solicit *Objection*, *Notice of Intention to Appear*, and *Extension of Time* petition-filing
8 assistance. However, no such assistance has yet been timely afforded. (See, again,
9 *Exhibit-1* and *Exhibit-3*.) Please note that many beside the named Objector urgently await
10 real justice in these matters—which Objector has been striving to obtain, now, for nearly
11 six-and-a-half years (6.5-years).
12

13 Pursuant to 28 U.S.C § 1746, I hereby certify under penalty of perjury under the
14 laws of the United States of America that the foregoing is true and correct.
15

16 RESPECTFULLY SUBMITTED (at least by USPS mail)

17
18 By:  5/3/2021

19 Daniel Moore
20 12689 N Sleeping Coyote Drive
21 Oro Valley, AZ 85755-1744
22 (520) 271-7415

pro se Objector to Proposed Settlement

23 ORIGINAL of foregoing filed this

24 _____ day of May, 2021, with:

25 United States District Court
26 District of Massachusetts
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210-3004