




Pension Benefit Guaranty Corporation
1200 K Street, N.W., Washington, D.C. 20005-4026
www.pbgc.gov

June 7, 2007





Re: Appeal 2006-0264 Case Number 195240
LTV Steel Hourly Pension Plan (the "Plan")

Dear :


We have reviewed your February , 2006 further appeal of PBGC's September 27, 2005 determination of your guaranteed benefit. As explained below, we must deny your appeal.

PBGC's Determination

PBGC determined your guaranteed monthly benefit:

- was \$1,712.89 instead of the \$2,225.46 LTV was paying, from the Plan's March 31, 2002 termination through September , 2004,
- is \$1,470.36, instead of the \$1,900.54 LTV planned to pay, during your lifetime beginning October , 2004,¹ and
- is a Joint and 50% "Pop-up" Survivor annuity. If you die first, your wife's guaranteed benefit is \$709.34 per month.

PBGC is also guaranteeing 68.7849% of the Plan's separate Surviving Spouse's Benefit.

You received net overpayments totaling \$4,073.49² through December 2005. Your current \$1,443.75 benefit will change to \$1,470.36 on October , 2018, when your overpayments are repaid.

¹ If your wife dies first, your guaranteed benefit "pops up" to \$1,712.89 per month. The \$2,225.46 and \$1,900.54 LTV-determined amounts would have increased under a non-guaranteed benefit formula effective after the Plan terminated.

² (\$2,225.46 - \$1,712.89) x 12 months 4/1/2002 - 3/1/2003
+ (\$1,649.14 - \$1,712.89) x 18 months 4/1/2003 - 9/1/2004
- (\$1,470.36 - \$1,408.37) x 15 months 10/1/2004 - 12/1/2005

PBGC separately paid you \$1,106.43 {\$967.15 + \$139.28 interest} for DCP-funded³ benefits underpaid before the Plan terminated.

Issues in Your Appeal

In your February 17, 2006 letter, you asked the Appeals Board to answer only the following two questions:

1. Was LTV's bankruptcy the result of trade with China?
2. Did Congress know the impact of such foreign trade when ERISA⁴ was enacted in 1974?

Your questions are outside the scope of the PBGC determination you appealed. PBGC determined only your PBGC-payable benefits under ERISA. The ERISA rules PBGC must follow, for calculating guaranteed benefits and allocating a terminated pension plan's assets, depend on neither:

- the cause of a plan sponsor's bankruptcy, nor
- how foreign trade affected a pension plan sponsor or its pension plans, nor
- how much foreign trade was considered when ERISA was enacted.

Thus, the Appeals Board has no authority to answer your two questions.

Decision

You have neither identified nor have we found any error in PBGC's determination of your PBGC benefit. Therefore, we must deny your appeal. This letter concludes your administrative remedies with respect to PBGC's September 27, 2005 determination. You may, if you wish, seek court review of PBGC's determination with respect to the issues you raised. Thank you for your patience while we carefully reviewed PBGC's determination and your appeal.

Sincerely,

William D. Ellis

William D. Ellis
Appeals Board Member

³ The "DCP" was formerly the LTV Steel-USWA Pension Plan, until the DCP merged into the Plan in 1999.

⁴ Employee Retirement Income Security Act of 1974, as amended