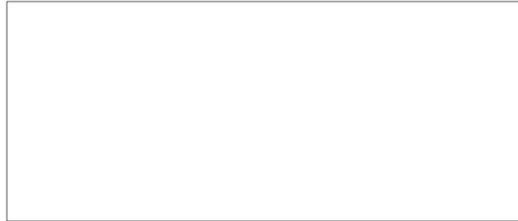




Pension Benefit Guaranty Corporation
1200 K Street, N.W., Washington, D.C. 20005-4026

May 9, 2012



Re: [redacted] Case 199334, Retirement Income Plan for
Pilots of US Airways, Inc. (the "Pilots Plan" or the "Plan")

Dear [redacted]

This decision responds to your February 15, 2011 appeal on behalf of your client, [redacted]
[redacted] (the "Appeal"). The Appeal concerns PBGC's January 3, 2011 determination
of [redacted] PBGC benefit under the Pilots Plan. For the reasons stated below, we
affirm PBGC's determination that [redacted] is not entitled to a PBGC benefit.

Summary of Our Decision

In July 1998, [redacted] received a \$768,808.81 lump-sum payment from the
Pilots Plan. PBGC determined that, because this lump-sum payment represents a 100%
distribution of [redacted] Pilots Plan benefit after the deduction for the benefit payable
to [redacted] Alternate Payee, [redacted] is not entitled to a benefit from PBGC.

The Appeal, which contests PBGC's determination on several grounds, contains no
information specific to [redacted] benefit calculation. Rather, the primary claim is that
US Airways' method for calculating benefits under section 4.1(E) of the Pilots Plan's formal
document (the "Minimum Benefit" provision) is incorrect. Specifically, the Appeal requests that
the Appeals Board recalculate [redacted] benefit "without applying the errors identified
by the Pilots in their March 23, 2007 submission to the Appeals Board, the Second Amended
Complaint in *Davis* [*v. PBGC*, 1:08-cv-01064-HHJ (D.D.C.)] and their motions for summary
judgment in *Davis*."

The Appeals Board concluded that any change to the way that US Airways applied the
Minimum Benefit provision could not result in a greater Pilots Plan benefit for [redacted]
[redacted]. The Board reached this conclusion because the Minimum Benefit formula, as applied
by US Airways, produced a benefit amount for [redacted] that exceeded the cap on
benefit payments under section 415(b) of the Internal Revenue Code ("IRC"). As provided in

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Section 7.1 of the Pilots Plan document, benefit amounts that exceed the IRC § 415(b) cap cannot be paid from the Pilots Plan. Instead, any amounts in excess of the IRC § 415(b) limit must be paid from US Airways' pension plans that are not covered by PBGC.

The Appeals Board does not address the specific contentions in the Appeal with respect to how the Minimum Benefit should be calculated, since resolving this issue could not provide a basis for [redacted] to receive a PBGC benefit.¹ The Board decided that the Appeal, having failed to provide a sufficient basis for changing PBGC's determination, must be denied.

PBGC's Benefit Determination and Your Appeal

On January 3, 2011, PBGC issued a benefit determination letter to [redacted] PBGC's letter stated that [redacted] is not entitled to a PBGC benefit because: (1) the prior Plan Administrator paid [redacted] a portion of the benefit [redacted] earned under the Pilots Plan as a lump-sum distribution prior to Plan termination, and (2) the remainder of [redacted] pension benefit under the Pilots Plan was assigned to [redacted] Alternate Payee under a Qualified Domestic Relations Order ("QDRO").²

In addition to [redacted] your law firm represents a large number of Pilots Plan participants and beneficiaries whose appeals were previously decided by the Appeals Board. In a letter dated February 29, 2008, the Appeals Board issued a decision (the "Consolidated Decision") that addressed ten issues that legal counsel raised on behalf of 769 Pilots Plan participants.³ On later dates, the Appeals Board issued additional decisions that resolved the appeals of Pilots Plan participants represented by your law firm.

In the February 15, 2011 appeal you filed on behalf of [redacted] you state on page 1:

This appeal is entirely protective in nature, as it raises issues that were resolved by the Appeals Board in its February 29, 2008 and September 11, 2008, omnibus decisions; its June 5, 2009 decision related to the appeal of [redacted] and its July 27, 2009 decision related to the appeal of [redacted] each decided in Consolidated Appeal Case No. 19933400, and/or on which the PBGC has taken an

¹ For example, even if PBGC were to use the Standard & Poor's 500 stock index ("S&P 500 index") with reinvested dividends in the Minimum Benefit calculation (as the Appeal advocates), [redacted] Pilots Plan benefit could not be increased because of the cap on benefit payments under IRC § 415.

² PBGC does not typically issue benefit determinations to participants who received complete distributions of their pension benefits before their pension plan terminated. In this case, however, PBGC determined that the Alternate Payee, [redacted] is entitled to a PBGC benefit. PBGC further decided to issue a benefit determination to [redacted] because [redacted] is linked to this Alternate Payee under a QDRO.

³ The "Consolidated Appeal" is the appeal filed on March 23, 2007 by the law firm of [redacted] [redacted] was not an appellant in that appeal because PBGC had not yet issued a benefit determination to [redacted]. On February 29, 2008, the Appeals Board issued the Consolidated Decision (redacted copy provided as Enclosure 1), which applied to 769 individuals named in the Consolidated Appeal. Shortly after the Appeals Board issued the Consolidated Decision, your law firm replaced [redacted] as the representative of the appellants in the Consolidated Appeal.

institutional position in *Davis v. Pension Benefit Guaranty Corporation*, 1:08-cv-01064-HHJ (D.D.C.). . . Nonetheless, [redacted] files this appeal to ensure that no issues remain regarding whether [redacted] claims have been exhausted.

The Appeal further states, on page 2, that [redacted] retired in [redacted] 1998 at age 60 after approximately 30 years of service with US Airways and Allegheny Airlines. You also note that, upon [redacted] retirement, [redacted] received a 100% lump-sum distribution from the prior Plan Administrator. The Appeal provided no further information or documents concerning [redacted] pension benefit calculations, [redacted] election of a benefit form, [redacted] lump-sum payments, or the terms of [redacted] QDRO.

The Appeal claims that [redacted] is entitled to a benefit from PBGC for the following reason:

[B]ecause [redacted] was on the [redacted] of Allegheny Airlines (a predecessor company to US Airways) as of December 1, 1972, [redacted] pension benefit should have been calculated in accordance with section 4.1(E) of the Plan (the "minimum benefit provision"). That provision states that pilots on the Allegheny Airlines seniority list as of December 1, 1972, like [redacted] are to receive the greater of the benefit they would have received had the Plan as in effect in 1972 remained unchanged, or the benefit payable under the current Plan. In their Motion for Partial Summary Judgment on Claim Eight of the Second Amended Complaint in *Davis*, the Pilots identified the PBGC's errors in applying section 4.1(E). In support thereof, the Pilots attached a declaration of US Airways' former [redacted] who (while occupying the position of Director of [redacted]) was a participant in the 1972 collective bargaining negotiations that led to section 4.1(E)'s minimum benefit provision. [redacted] declaration authoritatively resolves the issue of section 4.1(E)'s proper interpretation. For all of the reasons stated in the motion for summary judgment in *Davis* and its supporting documents (including the [redacted] declaration), [redacted] requests that the Appeals Board calculate [redacted] minimum benefit using the principles identified in the *Davis* summary judgment motion, and avoid the same errors committed by the earlier Appeals Board Decision. . . .

The Appeal also incorporates by reference, as a "protective measure," all of the documents filed with the United States District Court for the District of Columbia in *Everett v. USAir Group, Inc.*, Case No. 95-cv-990 (D.D.C.) ([redacted]). The Appeal further states: [redacted] out of an abundance of caution, incorporates those materials herein, and requests that the Appeals Board consider all of them when resolving his minimum benefit contention."

Furthermore, the Appeal requests the following relief:

[redacted] requests that the Appeals Board overturn the determination that [redacted] is not entitled to an additional PBGC benefit and re-evaluate [redacted] entitlement to an additional benefit without applying the errors identified by the Pilots in their March 23, 2007 submission to the Appeals Board, the Second Amended Complaint in *Davis*, and their motions [redacted] summary judgment in *Davis*.

Background

A. [redacted] Pension Data

In addition to the Pilots Plan, a tax-qualified defined-benefit pension plan covered by PBGC, [redacted] had earned pension benefits in two other US Airways pension plans: (1) the Target Benefit Plan, a tax-qualified defined-contribution plan not covered by PBGC; and (2) the "Top Hat Plan," a non-tax-qualified US Airways pension plan. Tax-qualified defined benefit plans are not permitted to pay benefits above the limits provided in the IRC, including IRC §§ 415 and 401(a)(17). US Airways used the Top Hat Plan to provide benefits above these IRC limits.⁴ We discuss the 415 and 401(a)(17) limits in more detail later in this decision.

If a participant may be owed a benefit from PBGC, PBGC's standard practice after becoming plan trustee is to make electronic images of the documents the former plan administrator maintained for the participant. The pension documents US Airways had maintained for [redacted] however, were not included in this process because [redacted] was considered to have received a full distribution of [redacted] Pilots Plan benefit prior to the Plan's termination date. Shortly before PBGC issued [redacted] a benefit determination in January 2011, PBGC created a participant file for [redacted]

Please note that, if [redacted] has any records concerning [redacted] benefits – such as US Airways' benefit calculations, the benefit election forms [redacted] signed, or [redacted] lump-sum payment amounts – you or [redacted] may submit them to PBGC. PBGC will add these records to [redacted] participant file. PBGC also will review any new, specific information of this type that could provide a basis for changing [redacted] benefit determination.

Even though [redacted] was not included in the process under which documents in participant files were transferred to PBGC from US Airways, PBGC's records contain a substantial amount of electronic data from US Airways regarding [redacted] benefits. These electronic records relate to [redacted] earnings history, [redacted] pay rate, and the pension lump-sum distributions [redacted] received upon [redacted] 1, 1998 retirement. In Enclosure 2, we provide a printout of the electronic records information that relate to the lump sum distribution of [redacted] [redacted] benefits. Additionally, in Enclosure 3, we provide additional data for [redacted] [redacted] in a table format.⁵

⁴ It is the Appeals Board's understanding that a formal plan document was never adopted for the Top Hat Plan. The Top Hat Plan, however, is referred to in Letters of Agreement between US Airways and the Air Line Pilots Association ("ALPA"). For example, Part II, Section A.1 of Letter of Agreement #45, titled "Early Retirement Incentive Program," states:

A participating Pilot shall have his or her retirement benefits calculated under the Retirement Plan for Pilots of US Airways, Inc. (the "Retirement Plan") and the associated Top Hat Retirement Plan (designed to pay benefits which cannot be paid from the Retirement Plan due to the limitations of Internal Revenue Code Sections 401(a)(17) and 415) (the "Nonqualified Plan") . . .

⁵ The data in Enclosure 3 was derived from the electronic records provided to PBGC by US Airways. We present this information in tables we created, instead of providing you with printed copies of the electronic information, to make the information easier to read.

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The electronic data shows that US Airways paid [redacted] three lump sums on July 15, 1998 from three different plans (see table below):

Lump Sums Distributed to [redacted]	
Pilots Plan	\$768,808.81
Target Benefit Plan	\$99,842.86
Top Hat Plan	\$104,252.53
Total Lump Sums	\$972,904.20

There is no record indicating that [redacted] was entitled to additional pension payments from any of these plans after July 15, 1998.

The Pilots Plan's former actuarial firm, Towers Perrin, provided PBGC with a document titled "Pilots Minimum Accrued Benefit as of January 1, 1998" (Enclosure 4).⁶ Although the original of this document contains information for a number of pilots, we redacted the names of and information for other pilots to protect their privacy. Enclosure 4 lists the following information for [redacted] (1) [redacted] accrued Minimum Benefit balance as of January 1, 1998 (as an annual amount); (2) the salaries used in computing his accrued Minimum Benefit balance; and (3) [redacted] accrued benefit under the Basic Formula (as an annual amount).

Finally, the records for [redacted] show that [redacted] began receiving a monthly benefit effective [redacted] 1, 1998, and [redacted] is currently receiving a benefit from PBGC. For privacy protection reasons, we have not provided details concerning [redacted] benefit amounts in this decision.

B. Relevant Plan Provisions

The formal Pilots Plan document in effect when [redacted] retired in June 1998 is the Retirement Income Plan for Pilots of USAir, Inc., as amended and restated effective January 1, 1994 ("1994 Plan").⁷ The 1994 Plan provisions relevant to the Appeal are provided in Enclosure 5 to this decision and are summarized below.

The Pilots Plan's Basic Benefit Formula. The 1994 Plan, at Section 4.1, establishes the following "Basic Formula":

4.1 **Basic Formula.** The yearly amount of basic retirement income payable under the Plan to a Participant is equal to the sum of (A) and (B) less (C), . . .

⁶ It is the Appeals Board's understanding that this document is a printout of information contained in electronic records.

⁷ The Pilots Plan document you provided as an exhibit to the Appeal is the Retirement Income Plan for Pilots of US Airways, Inc. (as amended and restated effective January 1, 2001) ("2001 Plan"). Although the 2001 Plan is similar to the 1994 Plan in many respects, the provisions in Section 7 titled "Maximum Defined Benefit Limitation" differ. See footnote 16 in the Appendix to this decision.

(A) 2.4% of the Participant's Final Average Earnings multiplied by the number of the Participant's full and partial years of Credited Service up to a maximum of 25 years;

(B) 1% of the Participant's Final Average Earnings multiplied by the number of the Participant's full and partial years of Credited Service in excess of 25 years, up to a maximum of five years;

(C) the yearly amount of retirement income payable to the Participant under the Target Benefit Plan; . . .

The Minimum Benefit Provision. Pages 29-30 of the Consolidated Decision (Enclosure 1) provide a detailed explanation of the Pilots Plan's Minimum Benefit provision. Section 4.1(D) of the 1994 Plan, which is similar to the provisions in earlier and later Pilots Plan documents, provides the following Minimum Benefit for pilots who were on the Allegheny Airlines Systems Seniority List as of December 1, 1972:

(D) The amount of retirement income that would be provided (if it were determined without regard to any offset for benefits paid under the Target Benefit Plan) for a Participant who was on the Allegheny Airlines' System Seniority List as of December 1, 1972 shall not be less than the amount to which would have been entitled at his Benefit Commencement date or Termination of Employment had the Plan continued in effect without change on and after December 1, 1972 using actual Earnings and assuming, for the purposes of determining the retirement income to which the Participant would have been entitled under the Variable Retirement Income Plan, as defined in the Prior Plan, that had the Variable Retirement Income Plan remained in effect, the investment performance thereunder, would be equal to the investment performance of the Standard and Poor's 500 stock index (unadjusted for dividends).

Maximum Defined Benefit Limitation. Section 7.1 of the 1994 Plan states:

7.1 Maximum Defined Benefit Limitation. As required by ERISA, the maximum amount of yearly retirement income which may be paid to a Participant under this Plan may not exceed the limitations contained in IRC § 415(b) of the Internal Revenue Code of 1986 taking into account the special rule contained in IRC § 415(b)(9). . . .

The Pilots Plan's Lump Sum Option. The 1994 Plan permitted a participant with an employment termination date on or after Normal Retirement Date to elect to receive benefit in the form of a 100% lump sum payment if the conditions (set out in section 10.4 of the 1994 Plan) were met.

C. Benefit Limitations under the Internal Revenue Code

The IRC § 415(b) limits. IRC § 415(a) generally provides that a trust which is part of a pension plan shall not constitute a qualified trust if "in the case of a defined-benefit plan, the plan provides for the payment of benefits with respect to a participant which exceeds the limitation of subsection (b)." IRC § 415(b), as in effect in 1998, provided that the highest annual benefit payable under a defined benefit plan was the lesser of \$90,000 or 100% of the participant's compensation.

IRC § 415(d) further provides for "Cost-of-Living Adjustments" ("COLAs") to the 415(b)(1)(A) amounts. The \$90,000 amount cited above reflected a "base period" of the calendar quarter beginning October 1, 1986, and in years after 1986 that amount increased

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significantly because of the COLAs.⁸ The IRC § 415(b)(1) limit in effect in 1998 was \$130,000.00.⁹

The IRC § 401(a)(17) limits. IRC § 401(a)(17) provides that a pension plan's trust "shall not constitute a qualified trust" unless the annual compensation of each employee taken into account under the plan for any year does not exceed a specified amount. The impact of IRC § 401(a)(17) upon [redacted] benefits is discussed in more detail in the Appendix to this decision.

Discussion

As stated above, PBGC's records contain data concerning [redacted] earnings and service but do not show how US Airways (as the prior Plan Administrator) had calculated [redacted] benefit. The records also do not list the amount of his accrued Pilots Plan benefit as of [redacted] date of retirement ([redacted] 1, 1998). The electronic records for [redacted] and the Enclosure 4 document, however, list [redacted] accrued annual benefit as of January 1, 1998 (five months before retirement) as:

- \$134,204.00 under the Minimum Benefit formula, which equals a monthly benefit of \$11,183.67; and
- \$112,301.00 under the Basic Formula, which equals a monthly benefit of \$9,358.42.

With actuarial assistance, the Appeals Board calculated [redacted] monthly benefits as of [redacted] retirement date based on the Pilots Plan's provisions, US Airways benefit calculation procedures, and the electronic pension records for [redacted]. We made separate calculations for [redacted] using both the Pilots Plan's Minimum Benefit formula and the Basic Formula. For each formula, we made separate calculations of: (1) [redacted] benefit using [redacted] actual earnings, and (2) [redacted] benefit using [redacted] annual earnings as limited by IRC § 401(a)(17).¹⁰ Finally, we calculated [redacted] monthly benefit after applying the

⁸ As set forth in IRC § 415(d)(2)(B), the amount of the COLA adjustment is determined annually based on procedures "similar to the procedures used to adjust benefit amounts under § 215(i)(2)(A) of the Social Security Act." IRC § 415(d)(4) further establishes a "rounding rule," which provides that the COLA increases "shall be rounded to the next lowest multiple of \$5,000."

⁹ Additionally, IRC § 415(b)(2), which defines the term "annual benefit," contains a number of rules for determining the IRC § 415(b) amount. These include requirements that the IRC § 415(b)(1)(A) limit be actuarially adjusted: (1) for benefit forms payable other than as a straight life annuity; and (2) when benefit payments begin before age 62, or after age 65. IRC §§ 415(b)(3) through (b)(11) contain additional rules for determining the 415 limits for defined benefit plans, including in IRC §415(b)(9) a special rule that commercial airline pilots who retire at age 60 receive no reduction to the IRC §415(b) limit. See also Treasury Decision 9319, 72 Fed. Reg. 16,878 (April 5, 2007) (final IRS regulation concerning IRC § 415 limits).

¹⁰ We note in this regard that the definition of "Earnings" in Section 2.1(K) of the 1994 Plan incorporates by reference the IRC § 401(a)(17) limits that were in effect under OBRA '93.

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benefit limit under IRC § 415(b), which was \$130,000 per year or \$10,833 per month.¹¹ The amounts we calculated are shown in the following table:

Monthly Basic Formula benefit using uncapped earnings	\$9,737.35
Monthly Basic Formula benefit using earnings as limited by IRC § 401(a)(17)	\$8,975.24
Monthly Minimum Benefit using uncapped earnings	\$12,087.60
Monthly Minimum Benefit using earnings as limited by IRC § 401(a)(17)	\$12,022.13
Maximum monthly benefit payable after applying IRC § 415(b) defined-benefit limit	\$10,833.33

We discuss these benefits calculations in detail in the Appendix. As we also explain in the Appendix, the Minimum Benefit amount we calculated for [redacted] using uncapped earnings is consistent with the uncapped Minimum Benefit amount listed in the electronic records obtained from US Airways and in the document we are providing as Enclosure 4.¹²

The primary claim in the Appeal is that US Airways' method for calculating benefits under the Minimum Benefit provision is incorrect. This claim includes the assertion that US Airways should have used the S&P 500 index with an adjustment for reinvested dividends – even though the Pilots Plan's document refers to "the investment performance of the Standard and Poor's 500 stock index (unadjusted for dividends)." The Appeal alleges two other errors concerning how US Airways applied the Minimum Benefit formula. Furthermore, although the Appeals Board in the Consolidated Decision denied the Minimum Benefit claim, the Appeal asks that the Appeals Board revisit that ruling in light of a number of documents that were not provided by appellants in the Consolidated Appeal, including the pleadings and supporting documents filed in two court cases, *Everett v. USAir Group, Inc.* and *Davis v. PBGC*.

The Appeals Board concluded, based on the electronic data provided by US Airways and our calculations, that the Minimum Benefit formula – as applied by US Airways – produces a benefit amount for [redacted] that exceeded the IRC § 415(b) limit on [redacted] June 1, 1998 retirement date. Accordingly, even if the Minimum Benefit formula amount for [redacted] should be increased for the reasons stated in the Appeal, [redacted] would not be entitled to a larger PBGC benefit. Instead, if [redacted] Minimum Benefit formula amount was changed, any increase in benefit payments could only have occurred through US Airways' Top Hat Plan.¹³ PBGC does not insure benefits payable under the Top Hat Plan.

¹¹ As provided in Treas. Reg. § 1.415(d)-1(a)(4)(iii), a pension plan is not permitted to make additional payments that are based on future COLA increases to the IRC § 415(b) limit to a participant who has received [redacted] entire plan benefit in the form of a lump sum.

¹² We did not find a record that showed [redacted] Minimum Benefit amount using earnings as limited by IRC § 401(a)(17).

¹³ The Top Hat Plan, in combination with the Target Benefit Plan, provided benefits above the IRC § 415(b) limits. In [redacted] case, the information in PBGC records indicates that [redacted] was entitled to benefits from both the Target Benefit Plan and the Top Hat Plan. It is our understanding that: (1) the Target Benefit Plan, after

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Because [redacted] Pilots Plan benefit cannot be increased to an amount above the IRC § 415(b) limit at the time of [redacted] retirement, we concluded it is unnecessary to make factual findings as to whether US Airways correctly interpreted the Pilots Plan's Minimum Benefit provision when [redacted] retired. We further decline the invitation in the Appeal to address whether the legal arguments and documents referenced in the Appeal could provide a basis for changing the Appeals Board's ruling on the Minimum Benefit issue in the Consolidated Decision. Any reconsideration of the Consolidated Decision's holding could only impact upon the benefits of other pilots, who are not parties to this appeal.¹⁴ The only participant who is a party in this appeal is [redacted]

The records PBGC obtained from US Airways establish that the Pilots Plan made a 100% lump sum distribution of [redacted] Pilots Plan benefit (after accounting for the benefit payable to [redacted] Alternate Payee). The Appeal did not provide any information that would support a finding that [redacted] received less than [redacted] full Pilots Plan benefit. Accordingly, the Appeals Board decided that the Appeal presented no basis for changing PBGC's benefit determination.

In addition to the issue involving the Minimum Benefit calculation, the Appeal incorporates by reference the other issues raised in the Consolidated Appeal and in the amended complaints in the *Davis* litigation. The Appeal also challenges PBGC's determination "on all applicable grounds" that were raised in the Consolidated Appeal and in the second amended complaint filed in *Davis v. PBGC*, 1:08-cv-01064-HHK (D.D.C.). We decided, for the reasons stated in the Consolidated Decision and in other decisions issued by the Appeals Board with respect to the participants that you represent, that the Appeal does not provide a basis for changing [redacted]

making a full distribution of benefits, terminated; and (2) the Top Hat Plan is no longer in existence due to the US Airways' bankruptcy.

¹⁴ On pages 31-32 of the Consolidated Decision, the Appeals Board stated with respect to the documents filed by legal counsel in the Consolidated Appeal:

Your appeal does not provide any specific examples to illustrate the financial impact upon appellants of the alleged errors in PBGC's Prior Plan minimum benefit calculations. Rather, your appeal focuses only upon the general methodology used by US Airways and PBGC in calculating benefits. Since we are denying your claims for the reasons stated below, we did not fully examine whether a favorable decision on this issue would change the benefits of any of your appellants.

Additionally, the Consolidated Decision observed that the IRC § 415(b) limit has a "significant impact" upon pilots who qualified for the Prior Plan minimum benefit since "the minimum benefit as calculated pursuant to plan practice has generally produced amounts in excess of the IRC section 415 maximum benefit limits for qualified plans." Consolidated Decision, at p.32, n. 54, quoting PBGC's Actuarial Case Memo for the Pilots Plan at p. 7.

To the Appeals Board's knowledge, neither your law firm nor prior legal counsel has provided PBGC with any examples that would demonstrate how a favorable ruling on the Minimum Benefit issue could result in larger benefit amounts after the IRC § 415 limits are applied.

Decision

Having applied the provisions of the Pilots Plan, the provisions of ERISA, and PBGC regulations and policies to the facts in this case, the Appeals Board denies your appeal on behalf of [redacted] on all issues.

This decision is PBGC's final Agency action. [redacted] if [redacted] wishes, may seek review of this decision in an appropriate U.S. District Court. If you or [redacted] need any other information concerning PBGC benefits, please contact PBGC's Authorized Plan Representative at 1-800-400-7242.

Sincerely,

Charles Vernon

Charles Vernon
Appeals Board Chair

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