IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	**Chapter 11**
	)	
TWA INC. POST CONFIRMATION ESTATE	)	**Case No. 01-00056 (PJW)**
	)	
Debtor.	)	

FRED M. SANOZKY'S NOTICE/OBJECTION TO ORDER RELATING TO MOTION OF FRED M. SANOZKY FOR AN ORDER TO ENFORCE/EXECUTE AN ARBITRATION AWARD FROM TWA/IAM SYSTEM BOARD OF ADJUSTMENT [Re: Docket No. 4553]

I, Fred M. Sanozky, am objecting to the above-referenced Order (copy attached). I believe that the Judge and the Debtor erred in issuing this Order. The Order does not state the reinstatement and seniority issues which were part of the Motion for that Order (copy attached). I also believe that this Order and Judgment of $114,838.00 is in fact a priority/administrative expense claim and not a general unsecured claim. I am, therefore, requesting that this Order be corrected/amended. If this Order cannot be corrected/amended, I request an appeal to the three panel Bankruptcy Appellate District.

January 30, 2003

Fred M. Sanozky, Pro Se

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	**Chapter 11**
	)	
TWA INC. POST CONFIRMATION ESTATE	)	**Case No. 01-00056 (PJW)**
	)	
Debtor.	)	

CERTIFICATE OF SERVICE

I, Fred M. Sanozky, certify that I am not less than 18 years of age, and that service of this Notice/Objection to Order Relating to Motion of Fred M. Sanozky for an Order to Enforce/Execute an Arbitration Award from TWA/IAM System Board of Adjustment [re: docket no. 4553] was made on January 30, 2003 upon:

Debtor counsel:

Laura Davis Jones, Esquire
Palchulski, Stang, Ziehl, Young & Jones P.C.
919 North Market Street, 16th Floor
P.O. Box 8705
Wilmington, Delaware 19899-8705 (Courier 19801)

Via Fax # (302) 652-4400
Via First Class U.S. Mail

U.S. Bankruptcy Court
for District of Delaware
824 Market Street 5th Floor
Wilmington, DE 19801
Attention: Clerk's Office

Via Certified Mail #
7000 1670 0007 5701 8159

James H.M. Sprayregen, Esquire
Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601

Via Fax # (312) 861-2200
Via First Class U.S. Mail

Mark Kenney, Esquire
United States Trustee's Office
U.S. Department of Justice
844 King Street, Suite 2313
Wilmington, Delaware 19801

Via First Class U.S. Mail

Under penalty or perjury, I declare that the foregoing is true and correct.

January 30, 2003

Fred M. Sanozky, Pro Se

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
TWA INC. POST CONFIRMATION ESTATE	)	Case No. 01-00056 (PJW)
	)	
Debtor.	)	

ORDER RELATING TO MOTION OF FRED M. SANOZKY FOR AN ORDER TO ENFORCE/EXECUTE AN ARBITRATION AWARD FROM TWA/IAM SYSTEM BOARD OF ADJUSTMENT [Re: Docket No. 4553]

Upon the Motion of Fred M. Sanozky For an Order to Enforce/Execute an Arbitration Award From TWA/IAM System Board of Adjustment (the "Motion") seeking entry of an order granting certain relief; this Court having considered the Motion; it is hereby

ORDERED that Fred M. Sanozky shall have an Allowed General Unsecured Claim[1] in the amount of $114,838.00, which shall be paid in accordance with the terms of the Plan.

Wilmington, Delaware

Dated: January 21, 2003

Peter J. Walsh
United States Bankruptcy Judge

[1] As defined in the Third Amended Joint Liquidating Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors Pursuant to Chapter 11 of the United States Bankruptcy Code, confirmed by this Court on June 15, 2002 (the "Plan").

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

TRANS WORLD AIRLINES, INC.	)	Chapter 11
	)	
Debtor	)	Case No. 01-0056 (PJW)
	)	(Jointly Administered)

Hearing Date: January 21, 2003

NOTICE OF MOTION

TO: Debtor counsel:

Laura Davis Jones, Esquire
Pachulski, Stang, Ziehl, Young & Jones P.C.
919 North Market Street, 16th Floor
P.O. Box 8705
Wilmington, Delaware 19899-8705(Courier 19801)

James H.M. Sprayregen, Esquire
Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601

TO: Mark Kenney, Esquire
United States Trustee' Office
U.S. Department of Justice
844 King Street, Suite 2313
Wilmington, Delaware 19801

Fred M. Sanozky (Movant) would like to request an Order to enforce/execute an Arbitration Award from TWA/IAM System Board of Adjustment. This award was granted from an Arbitration Hearing that was held on January 17, 2002, that was obtained from a Stipulation and Agreed Order of this Bankruptcy Court on November 5, 2001 (copy attached). Debtors have not fully complied with this award. The award was supposed to be carried out by April 28, 2002. As per 11 U.S.C., Section 105 - Power of the Court and 11 U.S.C., Section 1167 - Collective bargaining agreements and any laws under the Railway Labor Act, I am requesting the Court to force the Debtors to comply, make appropriate payments and settle the award.

I am requesting that appropriate penalties/sanctions and interest be levied against the Debtors for not carrying out this award, harassment and not bargaining in good faith.

11 U.S.C. Section 1167. - Collective bargaining agreements

Notwithstanding section 365 of this title, neither the court nor the trustee may change the wages or working conditions of employees of the debtor established by a collective bargaining agreement that is subject to the Railway Labor Act except in accordance with section 6 of such Act.

This award should be paid in full as a priority secured claim or an administrative expense claim.

A. "Actual and Necessary Costs of Preserving the Estate"

First, the Third Circuit examined the "plain language" of the Bankruptcy Code. Id. At 689. Section 503(b)(1)(A) of the Bankruptcy Code states:

> (b) [T]here shall be allowed, administrative expenses,...including-
>
> (1)(A) the actual, necessary costs and expenses of preserving the estate, including wages, salaries, or commissions for services rendered after the commencement of the case...

11 U.S.C. § 503(b)(1)(A)(1997). The Supreme Court has interpreted this statutory language to mean that "usual and necessary costs" should include costs ordinarily incident to operation of a business, and not be limited to costs without which rehabilitation would be impossible." Reading Co. v. Brown, 391 U.S. 471, 483 (1968). Furthermore, the provisions of Section 503 specifically list expenditures that are to be included within the meaning of "administrative expenses." Tri-State, 178F.3d at 689. The enumerated expenditures generally describe compensation for services rendered or reimbursement for expenses incurred, with the limited exception being penalties and late fees for certain taxes. Id. Thus, Section 503(b) "suggests a quid pro quo pursuant to which the estate accrues a debt in exchange for some consideration necessary to the operation or rehabilitation of the estate. Priority, therefore, is afforded such expenses to **compensate** the providers of necessary goods, services or labor." Id. At 689-90 (emphasis added).

I believe that Congress intended only for those 'actual and necessary costs and expenses' that arise in the context of, or compensate for, legitimate business activity, preserving the estate, and accorded priority as an administrative expense.

BACKGROUND AND ARGUMENT

Fred M. Sanozky (Movant) would like to request an Order to Comply/Enforce with an Arbitration Award from TWA/IAM System Board of Adjustment (signed March 28, 2002). This award was granted from an Arbitration Hearing that was held back on January 17, 2002, that was obtained from an Order of this Bankruptcy Court (copy attached). Debtors are now refusing to comply in full with this award even though they negotiated and agreed to it. The award was supposed to be carried out by April 28, 2002. The Debtors claim that they carried out the Award. They have not carried out the complete award. The Debtors allege that they revised my personal records to expunge the discharge and inserted information in its place that indicate as of the discharge date that I was on an unpaid leave of absence. This is only one item of the Award that they claim they fulfilled. After trying to discuss the non-compliance of the Award first with Marc Carmel of Kirkland & Ellis and then with Bruce Groshgal of Pachulski, Stang, Ziehl, Young & Jones P.C., they insisted that I was not entitled to all of the items granted in the Award. A very important issue that was granted in the Award was that I would be reinstated to the job and all rights per my Collective Bargaining Agreement at the time of said discharge would also be allowed. The Debtors refuse to comply with this and the Award in its entirety. I have contacted the System Board and even the National Mediation Board on this matter. I was told that this Award is enforceable in Federal Court or this Bankruptcy Court under the Railway Labor Act and this is why I am requesting this motion.

As per page 3 of the Award (copy attached) - ***"All further rights, benefits and entitlements potentially available to Grievant in consequence of this Award shall be as determined by the collective bargaining agreement in effect at time of Grievant's discharge, subject to the interpretation and application (or non-application) of that Agreement by the Bankruptcy Court. Said another way, it is the Board's intention that Grievant be treated in all respects as having remained in the continuous employ of the Estate with his employment and seniority considered as have been uninterrupted by the discharge action, . . . "***

As per my Collective Bargaining Agreement with the I.A.M.A.W. and Trans World Airlines, Inc., per Article 12, I should be reinstated with back pay and other benefits.

My argument is that as per the Award I should have been reinstated to my former job of aircraft mechanic. TWA, Inc. after filing for bankruptcy then through the American Airlines Purchase Agreement transferred the majority of its employees to TWA, LLC. I would have been one of those employees working there at L.L.C. (on or about April 2001). Then on or about September 2001 TWA, LLC. closed down its operations at JFK/LaGuardia. There was a layoff of a large amount of mechanics. Some mechanics took the layoff and some were able to

Also, TWA, LLC mechanics were undergoing the final steps in the merger process of American Airlines and Transport Workers Union (the new union which now will represent the former TWA, LLC mechanics). Part of this final merger is that former TWA, LLC mechanics were granted some seniority at American Airlines and also started at the highest pay scale, etc.

It is a fact that hundreds of other employees in my mechanic's classification with similar seniority that were furloughed in September 2001 received their full severance pay and vacation pay due from TWA/TWA L.L.C. (while they were in bankruptcy). They did not have to go to the Bankruptcy Court to receive their benefits. I should be entitled to the same benefits per Collective Bargaining Agreement as they had.

CONCLUSION

The Debtor's are trying to argue that this award should fall as a general unsecured claim. At the November 1, 2002 Hearing before this Court, Mr. Jensen (Debtor's Attorney) argued that the provision in the Plan stated: "Any and all collective bargaining agreements shall be deemed rejected as of the effective date." However, the effective date that he is referring to is June of 2002. Therefore, this doesn't even apply to me. This award was obtained from a Stipulation and Agreed Order of this Bankruptcy Court on November 5, 2001, my Arbitration Hearing took place on January 17, 2002 and the Arbitration Award was executed on March 28, 2002. (All before the June 2002 effective date which the Debtors are trying to argue.) This award could have easily been enforced and paid by TWA/TWA L.L.C. who was still operating flights and paying wages, salaries and benefits and before the final American Airlines merger with TWA/TWA L.L.C. employees took place. The Debtors intentionally dragged this out so that the payments of my Award would be complicated and attempting to make it uncollectible. As stated previously, I should be paid in full as thousands of other fellow employees nationwide were paid their wages, salaries, benefits, vacation, etc. under our Collective Bargaining Agreement. Specifically, at JFK where I worked, hundreds of fellow mechanics collected their severance pay and vacation due (post-petition). They weren't sent to the Bankruptcy Court to try and collect their money. This Award should be paid in full (dollar for dollar) either as a secured priority/wages claim or as an administrative expense claim or as a settlement, etc.

You are required to file a response.

At the same time, you must also serve a copy of the response upon movant; (Pro Se):

Fred M. Sanozky
76-20 271st Street
New Hyde Park, NY 11040
(718) 343-3776

If you fail to respond in accordance with this notice, the Court may grant the relief demanded by the motion without further notice or hearing.

By: _____
Fred M. Sanozky, Movant (Pro Se)

December 30, 2002

CALCULATIONS FOR PAYMENT OF AWARD WORKSHEET

SALARY	$21.60 per hour Base + Night Differential & License Premium = .65 = TOTAL $22.25 per hour	
DISCHARGE DATE	10/29/99	
NEW EMPLOYMENT DATE	10/23/00	
51 WEEKS BACK-PAY	2,040 HRS. X $22.25 =	$ 45,390.00
TOTAL BENEFITS PACKAGE	(Health, Dental, Etc.) 33% of Wages =	$ 14,979.00
6 WEEKS VACATION ACCRUED	240 HRS. X $22.25 =	$ 5,340.00
13 WEEKS SEVERANCE PAY	520 HRS. X $22.25 =	$ 11,570.00
ESTIMATED AVERAGE AMOUNT OF OVERTIME PAY EARNED DURING THE PERIOD IN QUESTION BY OTHER EMPLOYEES IN THE GRIEVANT'S CLASSIFICATION/SENIORITY GROUP AND LOCATION (PER IAM/TWA AGREEMENT, ARTICLE 12(n)) TO BE PAID WHEN BOARD AWARDS BACK-PAY = 238 HOURS X $33.37 (O/T RATE) =		$ 7,942.00
RESTORATION OF SICK LEAVE ACCRUAL	12 DAYS X 8HRS. = 96 HRS. X $22.25 =	$ 2,136.00
RESTORATION OF RETIREMENT PLAN (ESTIMATED VALUE) IAM PENSION FUND		$ 980.00
SUB TOTAL		$ 88,337.00
10% INTEREST PER ANNUM AS OF 10/29/99. (3 YRS. X $8,833.70) =		$ 26,501.00 (INTEREST)
TOTAL		$114,838.00

SENIORITY ISSUE (HIRED AT TWA ON 6/03/74) AS PER AWARD REINSTATEMENT, NO LOSS OF SENIORITY AS OF APRIL 2001 AMERICAN AIRLINES PURCHASE AGREEMENT ("THE PLAN") AND IAM/TWU SENIORITY ARBITRATION AGREEMENT (N.M.B.) EVERY FOUR YEARS TWA EQUALS ONE YEAR AMERICAN = 6.75 YRS. + 2 YEARS (TWA/TWA L.L.C. SENIORITY BECAME AMERICAN AIRLINES SENIORITY).

REINSTATEMENT TO TWA/TWA L.L.C. (NOW OFFICIALLY AMERICAN AIRLINES) SENIORITY TO BE SLOTTED INTO THE AMERICAN AIRLINES/TWU ROSTER.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

TRANS WORLD AIRLINES, INC.	)	Chapter 11
	)	
Debtor	)	Case No. 01-0056 (PJW)
	)	(Jointly Administered)

ORDER TO ENFORCE/EXECUTE AN ARBITRATION AWARD GRANTED TO FRED M. SANOZKY FROM TWA/IAM SYSTEM BOARD OF ADJUSTMENT PURSUANT TO ONE OF THE DEBTORS' COLLECTIVE BARGAINING AGREEMENTS WITH THE I.A.M.A.W.

WHEREAS, Fred M. Sanozky, has won an Award from the System Board of Adjustment Trans World Airlines, Inc.-International Association of Machinists, Case No. TW/JFK-11-8, dated March 28, 2002. Copy of Award is attached. Debtors/Estate are to pay $114,838.00 to Fred M. Sanozky and to reinstate him to his former position at TWA/TWA L.L.C. (now officially American Airlines) and seniority to be slotted into the American Airlines/TWU Roster as per merger agreement with TWU/IAM (N.M.B.).

Copies of segments of the Collective Bargaining Agreement pertaining to my reinstatement and back-pay, etc. are attached. Also, see attached Calculations for Payment of Award Worksheet.

Subject to the approval of this Bankruptcy Court, this Award shall be complied with by the Debtors immediately.

Dated: _____
Wilmington, Delaware

_____
The Honorable Peter J. Walsh
U.S. Bankruptcy Court Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

TRANS WORLD AIRLINES, INC.	)	Chapter 11
	)	
Debtor	)	Case No. 01-0056 (PJW)
	)	(Jointly Administered)

CERTIFICATE OF SERVICE

I, Fred M. Sanozky, certify that I am not less than 18 years of age, and that service of this Notice of Motion and Order to Enforce/Execute an Arbitration Award Granted to Fred M. Sanozky from TWA/IAM System Board of Adjustment Pursuant to one of the Debtors' Collective Bargaining Agreements with the I.A.M.A.W. was made on December 30, 2002 upon:

Debtor counsel:

Laura Davis Jones, Esquire
Pachulski, Stang, Ziehl, Young & Jones P.C.
919 North Market Street, 16th Floor
P.O. Box 8705
Wilmington, Delaware 19899-8705 (Courier 19801)

Via Fax # (302) 652-4400
Via First Class U.S. Mail

U.S. Bankruptcy Court
for District of Delaware
824 Market Street - 5th Floor
Wilmington, DE 19801
Attention: Clerk's Office

Via Certified Mail #
7000 1670 0007 5703 8287

James H.M. Sprayregen, Esquire
Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601

Via Fax # (312) 861-2200
Via First Class U.S. Mail

Mark Kenney, Esquire
United States Trustee's Office
U.S. Department of Justice
844 King Street, Suite 2313
Wilmington, Delaware 19801

Via First Class U.S. Mail

Under penalty of perjury, I declare that the foregoing is true and correct.

December 30, 2002

Fred M. Sanozky, Pro Se