IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

AFFIDAVIT OF JAMES S. GREEN, JR. IN SUPPORT OF REVISED MOTION OF ANN SPADAFORA TO COMPEL AMERICAN AIRLINES, INC. TO PAY WORKERS' COMPENSATION BENEFITS

STATE OF DELAWARE)
) ss:
COUNTY OF NEW CASTLE)

JAMES S. GREEN, JR., being duly sworn, does depose and say as follows:

1. I am an attorney at the law firm Landis Rath & Cobb LLP ("LRC"). I am admitted to practice law in the State of Delaware. I make this affidavit on personal knowledge or on information and belief as set forth herein. This affidavit is in support of the revised motion of Ann Spadafora ("Ms. Spadafora") to compel American Airlines ("American") to pay workers' compensation benefits (the "Motion").

2. Ms. Spadafora retained LRC on June 15, 2007 to pursue her claim against American to reimburse her for past due workers' compensation payments and to continue to pay such obligations going forward.

3. On June 27, 2007, I submitted to counsel for American the documents necessary to show that Ms. Spadafora is a disabled former TWA employee who received payments from TWA through March 2001. *See* E-mail from James S. Green, Jr., Esq. to Russell C. Silberglied, Esq. dated June 27, 2007 attached hereto as Exhibit "A".

4. Having heard no response on whether American considered the information submitted sufficient to begin to process the payments to Ms. Spadafora immediately,

I called Mr. Silberglied on July 9, 2007 to inquire about the status. Mr. Silberglied stated that he was attempting to communicate with American regarding the issue.

5. I sent an e-mail to Mr. Silberglied on July 17, 2007, stating "please let me know as soon as possible" if American needs additional information in support of Ms. Spadafora's right to payment. I added, "Ms. Spadafora is entitled to interest on the accrued but unpaid amounts." *See* E-mail from James S. Green, Jr., Esq. to Russell C. Silberglied, Esq. dated July 17, 2007 attached hereto as Exhibit "B".

6. On July 27, 2007, I began to communicate directly with American's out-of-state counsel, K. Helen Yu, Esquire, and I requested information about the status of the payments to Ms. Spadafora. *See* E-mail from James S. Green, Jr., Esq. to K. Helen Yu, Esq. dated July 27, 2007 attached hereto as Exhibit "C".

7. On August 1, 2007, I again wrote to Ms. Yu: "Have you been able to review the documentation regarding the payments due to Ms. Spadafora? Please let me know as soon as possible—this is an issue that needs to be resolved promptly..." *See* E-mail from James S. Green, Jr., Esq. to K. Helen Yu, Esq. dated August 1, 2007 attached hereto as Exhibit "D".

8. In response to the August 1st e-mail, on August 2, 2007, Ms. Yu wrote: "I will look into Ms. Spadafora's file shortly and get back to you." This was over a month after I first sent the documents. *See* E-mail from K. Helen Yu, Esq. to James S. Green, Jr., Esq. dated August 2, 2007 attached hereto as Exhibit "E".

9. On August 3, 2007, I wrote to Ms. Yu: "Thank you for looking into Ms. Spadafora's file. I leave for vacation next Thursday [August 9, 2007]. Please let me know if it [is] not possible to resolve—or at least discuss—her matter by then." Ms. Yu responded that she will get back to be "as soon as possible." *See* E-mails from James S. Green, Jr., Esq. to K. Helen

Yu, Esq. dated August 3, 2007 and from K. Helen Yu, Esq. to James S. Green, Jr., Esq. dated August 3, 2007 attached hereto as Exhibit "F".

10. Without a further update on Ms. Spadafora's claim, on August 7, 2007, I once again contacted Ms. Yu, asking whether there was chance she could provide me with information regarding the Spadafora matter so I can report back to her before I leave [for vacation until August 20, 2007]?" Ms. Yu responded: "I'll do my best, Jim." *See* E-mail from James S. Green, Jr., Esq. to K. Helen Yu, Esq. dated August 7, 2007 attached hereto as Exhibit "G".

11. On August 22, 2007, I wrote to Ms. Yu: "Have you been able to review the documents I provided with regard to Ms. Spadafora's right to payment? Please let me know the status. If this drags on much longer, I will seek relief from the Bankruptcy Court. I am available to discuss or if you have any questions." *See* E-mail from James S. Green, Jr., Esq. to K. Helen Yu, Esq. dated August 22, 2007 attached hereto as Exhibit "H".

12. Ms. Yu did not respond.

13. On August 28, 2007, I wrote to Mr. Silberglied to update him on the progress of my correspondence with Ms. Yu. I explained: "As I understand it, American agrees to pay any obligation assumed under the APA, and all it needs from Ms. Spadafora—notwithstanding the view that this is American's duty—is support for what she is due. I have provided this information and have been waiting months for a response. Helen [Yu] acknowledges, but then ignores my requests for a discussion on this issue and the sufficiency of the information I provided. I indicated to Helen [Yu], and am simply forwarding the message to you, that since this matter does not appear to be able to be resolved amicably, we are preparing a

motion to compel..." *See* E-mail from James S. Green, Jr., Esq. to Russell C. Silberglied, Esq. dated August 28, 2007 attached hereto as Exhibit "I".

14. On August 30, 2007, I was prepared to file a motion to compel on behalf of Ms. Spadafora against American, when Ms. Yu replied to me. The full content of the correspondence between Ms. Yu and myself, that continued until the following day, cannot be revealed as it discusses, in part, settlement matters; however, American admitted that, based on a review of the documents that I provided on June 27, 2007, there was no dispute regarding the principal payments owed to Ms. Spadafora.

15. Finally, I wrote to Ms. Yu, on August 31, 2007: "Please let me know by Wednesday of next week [September 5, 2007] whether American will issue the payment that American has conceded is due and owing to Ms. Spadafora. If I don't hear from you either way, I will assume that American will not issue prompt payment, and I will be left unfortunately with no choice but to continue with the motion to compel." I added that "not paying Ms. Spadafora would amount to bad faith" on the part of American. *See* E-mail from James S. Green, Jr., Esq. to K. Helen Yu, Esq. dated August 31, 2007 attached hereto as Exhibit "J".

16. Since August 31, 2007, I have not received any correspondence from American's counsel regarding this matter.

James S. Green, Jr.

SWORN TO AND SUBSCRIBED before
me this 11th day of September, 2007.

Joan M. Hofmann
Notary Public

JOAN M. HOFMANN
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires Dec. 15, 2008