

Anderson Does Have A Contract

From Deltanet – Rumor Has It, “Delta executives do not have employment contracts. Let’s set the record straight once and for all. None of our current Delta executives has employment contracts. This includes Richard Anderson, Mike Campbell, Ed Bastian, Gil West, Bill Lentsch or any other Delta executives.

Our executives were given job offer letters when they joined the company – just like other Delta employees. If our top executives had employment contracts, it would be reported in our proxy statement, which the SEC requires. Our proxy statement does include stock and other compensation for top executives but you’ll see there is no mention of employment contracts setting out a promise of future employment – because there are none.”

From the United States Security and Exchange Commission, August 21, 2007 – “On August 21, 2007, the Company’s Board of Directors elected Richard Anderson as the Company’s CEO, effective September 1, 2007 with **a letter of contractual agreement.**

In recognition of the substantial compensation awards that he forfeited by leaving UnitedHealth Group, on September 1, 2007, Mr. Anderson will receive a long term incentive award with a targeted value of \$11 million. Consistent with performance oriented equity awards granted to officers in connection with Delta’s emergence from bankruptcy on April 30, 2007, these awards will be 55% in the form of restricted stock, 25% in the form of stock options and 20% in the form of performance shares and will have terms similar to the existing equity awards granted to other officers, including

termination and vesting provisions. The value of these awards is tied to and contingent upon Delta’s future performance.

In 2008, Mr. Anderson will receive a long term incentive award with a targeted value of \$14 million. This award will generally vest over a three year period and is subject to the performance goals and other terms and conditions as may be established by the Personnel & Compensation Committee of Delta’s Board of Directors.

Mr. Anderson will participate in Delta’s broad based employee retirement and welfare plans, as well as perquisite programs available to senior executives. He will be entitled to reimbursement for the costs of his relocation to Atlanta, including housing costs for up to 6 months and economic protection on the sale of his current residence in Minneapolis. If he resigns for good reason, Mr. Anderson will receive a lump sum severance payment equal to 2 times his salary and target annual incentive award opportunity, continuation of certain benefits for 24 months and in the event such resignation is related to a change in control and any “parachute” excise tax is imposed, tax reimbursement payments subject to non competition, non solicitation and confidentiality covenants for the benefit of Delta.”

We have reprinted this SEC document in its entirety because we think it makes it clear, that no matter what you call it, Anderson and other CLT members do have the legal protections of employment contracts. CLT members are legally guaranteed certain payments, benefits and conditions of employment that are enforceable by law. Every Delta worker should have those guarantees too.