

## CRYPTOME

1 January 2019

Source via email:

"This is going to top Edward Snowden's NSA leaks."  
[1,000s of hacked confidential documents pertaining to 9/11 litigation]

Press Release: <https://pastebin.com/4F5R8QyQ>

LINK: [https://anonfiles.com/U714sep7b8/release\\_01\\_zip](https://anonfiles.com/U714sep7b8/release_01_zip)

Your friends, thedarkoverlord (@tdo\_h4ck3rs)  
Professional Adversarial Threat Group

Mr. Paul Swain  
Mr. Paul Jaffe  
Mr. Jean-Claude Mazzola  
Mr. Andrew G. Mitchell  
Mr. Nicholas H. Furlonge  
12 October, 2001  
Page 2

We have arranged for a meeting in Washington, D.C. next Wednesday with former Senator Bob Dole. He has agreed in principle that he is interested in acting as local counsel and participating with us in pursuing subrogation. He needs to know exactly who he is acting for before he will finalize an agreement. We need to discuss Senator Dole's potential role and specific syndicates involved when we meet with him next Wednesday.

We are also planning to meet with the former Director of the FBI, William Sessions. Mr. Sessions has stated that he is interested in working as one of our security consultants to organize the team of expert witnesses necessary in order to proceed against third parties for lapses in security. He too will need to know specifically who is involved in this action before he commits. Senator Dole and Mr. Sessions both have tentatively agreed that they will work with us in this matter. I am assuming that none of you have any adverse relations with either Senator Dole or Mr. Sessions so I do not anticipate there will be any problem once we make the identities known.

I look forward to hearing from you as soon as possible.

Very truly yours,

Michael J. Kuckelman

MJK/kk

cc: Mr. Robert Childs – Hiscox  
Mr. Robert Britton – Hiscox  
Mr. Kristopher Kuehn – Blackwell Sanders  
Mr. Timothy Triplett – Blackwell Sanders  
Mr. James Warden – Blackwell Sanders

# MEMORANDUM

**TO:** File

**FROM:** Darren M. Dick

**RE:** Hiscox – World Trade Center  
File # 2178-15

**DATE:** October 15, 2001

---

Hey Darren, this is Tim. I am cleaning up voice mail messages this morning, it is Monday. It is really a shame that Sessions cannot meet with us because it would be perfect to have Mike along with us and he could get down early. I did talk with Mike by phone yesterday afternoon from New York and I told him that it didn't look like it was going to work out for Sessions. I just wonder, and I don't know if Sessions is a guy like Dole where it would do any good to talk with his staff, and even more importantly whether we really want to because apparently he's got all these U.S. Attorneys chomping at the bit to get after this thing. So it might be a completely different deal. I would certainly be interested in your thought on that though. So if we are not meeting with him, then I don't think there is any use for us to get on the 7:00 flight, we might as well take the 9:30, unless there is something that you think we could do appropriately in D.C., make a call on somebody, renew a relationship, that sort of thing. I will be guided by you, otherwise, I guess we will just take the 9:30 and then we need to get word to Mike at the Marriott Marquee in New York as to the exact time we would get in, because we will fly into Baltimore, take the train up and I said we would just meet him at the Washington train station. Thanks a lot. Bye.

DMD/dp

IN ACCOUNT WITH

BLACKWELL SANDERS PEPER MARTIN  
LLP

PHONE: (816) 983-8000  
FACSIMILE: (816) 983-8080

2300 MAIN STREET  
P.O. BOX 419777  
KANSAS CITY, MISSOURI 64141-6777

I.D. 44-0846298

---

HISCOX  
1 Great St. Helen's  
London EC3A 6AP

Attention: Nigel Taylor

Our Reference No. 2178-15

HISCOX  
Re: WTC

Date: January 17, 2002

Due from Underwriters to establish escrow to pay initial fees  
to retain expert witnesses and cover initial costs and fees.

Please remit \$250,000 to the Blackwell Sanders Peper Martin LLP  
Trust account. Wire details are:

Bank Name: Commerce Bank, N.A.  
Kansas City, Missouri

Account Number: 252-730-8

Account Name: Blackwell Sanders Peper Martin LLP Trust Account

ABA Number: 101000019

Contact Person: Michael J. Kuckelman

TOTAL Balance due:

\$250,000.00

## RETAINER AGREEMENT

1. The undersigned Underwriters at Lloyd's ("Underwriters"), severally and not jointly, retain Blackwell Sanders Peper Martin LLP ("Attorneys") to prosecute, subrogate, initiate litigation or otherwise attempt to recover for any and all losses incurred by Underwriters related to the events of 11 September 2001, including any and all losses associated with the World Trade Center in New York, New York, as well as any and all aircraft losses arising in Washington, D.C. and Pennsylvania (collectively referred to as "Losses").

2. Attorneys have the exclusive right to take all legal steps necessary to direct the recovery process, including legislative lobbying efforts for such Losses. Attorneys will not settle any of Losses without the consent of Underwriters. Consent of Underwriters shall not be unreasonably withheld.

3. Attorneys shall take all steps necessary for the proper investigation, preparation and trial of any actions filed in connection with recovery of such Losses, and Attorneys shall manage any necessary trials, appeals, retrials and lobbying efforts.

4. Underwriters shall be responsible for advising Attorneys of Underwriters' Losses and providing documentation and testimony necessary to present the claims in accordance with the applicable rules of civil procedure and the applicable rules of evidence.

5. Attorneys shall attempt recovery of such Losses on a contingent fee basis, such that if there is no recovery or settlement, there will be no legal fees payable by Underwriters to Attorneys other than as described in paragraph 7.

6. In consideration of the services rendered by Attorneys, Underwriters agree to pay Attorneys, and Attorneys are authorized to retain out of any recovery, as Attorneys' contingent

SETTLEMENT DISTRIBUTION - WTC  
AS OF 5/19/2011

From PEC to "Lloyd's" Group / Counsel  
Unused prepaid expenses less reserve - WG  
Unused prepaid expenses less reserve - PEC/Cifford  
Total to distribute

137,568,877.20  
475,000.00  
104,000.00  
138,147,877.20

Less Deductions from Gross:  
Expenses and flat fee paid by clients

Hiscox 1,577,302.00  
Cox 1,045,862.00  
Great Lakes 568,264.00  
Callin 200,300.00  
Euclidian 268,953.00  
Alleghany 142,470.00  
Aegis 1225 96,286.96  
MARP 91,038.00  
Greater NY 78,094.00  
Munich Re London 46,373.00  
Munich Re Munich 87,361.00  
Total Expenses Paid 4,202,303.96

Total Deductions 4,202,303.96  
Net to be distributed 133,945,573.24

DISTRIBUTION

	%	Settlement share	Fee %	Legal fees	Client settlement portion	Client expenses returned	Total amount of cash to be paid to clients	Amount from QSF	Amount from WG
Hiscox	36.44%	48,809,766.89	25.00%	12,202,441.72	36,607,325.17	1,577,302.00	38,184,627.17	38,026,386.47	158,240.70
Cox	30.33%	40,625,692.36	25.00%	10,156,423.09	30,469,269.27	1,045,862.00	31,515,131.27	31,383,423.25	131,708.02
Great Lakes	8.28%	11,090,693.46	25.00%	2,772,673.37	8,318,020.10	568,264.00	8,886,284.10	8,850,328.20	35,955.90
Callin	5.60%	7,500,952.10	33.33%	2,500,317.37	5,000,634.73	200,300.00	5,200,934.73	5,179,318.73	21,616.00
Euclidian	4.78%	6,402,598.40	33.33%	2,134,199.47	4,268,398.93	268,953.00	4,537,351.93	4,518,901.13	18,450.80
Alleghany	3.74%	5,009,564.44	33.33%	1,669,854.81	3,339,709.63	142,470.00	3,482,179.63	3,467,743.23	14,436.40
Aegis 1225	3.74%	5,009,564.44	33.33%	1,669,854.81	3,339,709.63	96,286.96	3,435,986.59	3,421,560.19	14,436.40
MARP	3.40%	4,554,149.49	33.33%	1,518,049.83	3,036,099.66	91,038.00	3,127,137.66	3,114,013.66	13,124.00
Greater NY	2.46%	3,295,061.10	33.33%	1,098,353.70	2,196,707.40	78,094.00	2,274,801.40	2,265,305.80	9,495.60
Munich Re London	1.23%	1,647,530.55	33.33%	549,176.85	1,098,353.70	46,373.00	1,144,726.70	1,139,978.90	4,747.80
Munich Re Munich		n/a		n/a	n/a	87,361.00	87,361.00	87,361.00	0.00
	100.00%	133,945,573.24		36,271,345.02	97,674,228.22	4,202,303.96	101,876,532.18	101,454,320.56	422,211.62

## SECOND AMENDED PROPERTY PLAINTIFF DAMAGE DISCLOSURE – SUBROGATION

**911 Litigation** 21 MC 101  
**Docket No.:** 03CV0131

**911 Litigation**  
**Primary Client Name:** Syndicate 1243 at Lloyd's of London

**Insured(s) Name:** Port Authority of New York

### Damage Breakdown

**Insurer Name:** Syndicate 1243 at Lloyd's of London

#### Category

#### Amount Paid

**Insurer Status:** Direct

See attached.

**If Reinsurer, Direct Insurer Name(s):**

**Claim Number:** 60043 59/10/01

\$

**Loss Location:** World Trade Center New York City

\$

**Claim Status:** Open

\$

**Physical Property Damage:** Yes

\$

**Total Claim Submitted:**  
\$950,000,000.00

\$

**Total Paid Claim:** \$8,087,319.90

\$

The insured to date has submitted loss estimates for property at the World Trade Center site not indemnified or insured by others, and this insurer has paid \$8,087,319.90 of the estimate submitted. The remainder of that claim is open.

**Total Paid Claim:**

**\$8,087,319.90**

#### Description of Business/Nature of Loss:

The insured, Port Authority of New York, is in the business of managing bridges, tunnels, airports and transit in New York City. The terrorist attack on the World Trade Center on September 11, 2001, caused damage to buildings and property, including leasehold interests, for which the Port Authority was responsible to insure including furniture, fixtures and supplies, currency, vehicles, PATH railcars, etc. In addition, extra expense was incurred for temporary locations and lost income.



**Transportation  
Security  
Administration**

**Final Order on Requests for Conditional Disclosure of SSI**

**I. Requests for Conditional Disclosure**

- A. Counsel for the plaintiffs and the cross-claim plaintiffs in In Re September 11 Litigation, 21 MC 97 (S.D.N.Y.), and In Re September 11 Property Damage and Business Loss Litigation, 21 MC 101 (S.D.N.Y.) (collectively "September 11 Actions") (hereinafter "Plaintiff Requesters"), request access to Sensitive Security Information ("SSI") contained in documents that are responsive to discovery requests served in the litigation. See Letters from plaintiffs' liaison counsel (Nov. 3, 2005) (hereinafter "Plaintiffs' Letter") and cross-claim plaintiffs (Dec. 8, 2005), attached at Tab A.
- B. Counsel for certain defendants in the September 11 Actions (hereinafter "Defendant Requesters") request authorization to disclose to counsel for the plaintiffs, to counsel for other defendants, to certain fact and expert witnesses, and to others, specific documents that constitute SSI that they plan to use in their litigation defense. See Letters from American Airlines (Dec. 12, 2005), Globe Aviation Services Corp. (Dec. 13, 2005), Huntleigh USA Corp. (Dec. 13, 2005), Argenbright Security (Dec. 14, 2005), The Boeing Company (Dec. 15, 2005), U.S. Airways (Dec. 15, 2005), and Colgan Air (Dec. 15, 2005), attached at Tab B.

**II. Standard for Determination**

Whether the disclosure of the requested SSI, subject to the proposed conditions, "would not be detrimental to transportation security." 49 C.F.R. § 1520.15(e).

**III. Statutory and Regulatory Background**

In furtherance of a congressional mandate to "prescribe regulations prohibiting the disclosure of information obtained or developed in carrying out [civil aviation] security . . . if the [TSA Administrator] decides that disclosing the information would . . . be detrimental to the security of transportation," see 49 U.S.C. § 114(s)(1)(c), TSA regulations prescribe the maintenance, safeguarding, and disclosure of SSI. See 49 C.F.R. Part 1520. SSI, by definition, is "information obtained or developed in the conduct of security activities, including research and development, the disclosure of





**KREINDLER & KREINDLER LLP**

100 Park Avenue

New York, NY 10017-5590

(212) 687-8181

Fax: (212) 972-9432

www.kreindler.com

Harry E. Kreindler (1919-1984)

Lee S. Kreindler (1949-2003)

Marc S. Moller

Steven R. Pounian

James P. Kreindler

David C. Cook

David Beekman

Blanca I. Rodriguez

Noah H. Knshlefsky

Robert J. Spragg

Brian J. Alexander

Justin T. Green

Andrew J. Maloney, III

Daniel O. Rose

Gretchen M. Nelson\*

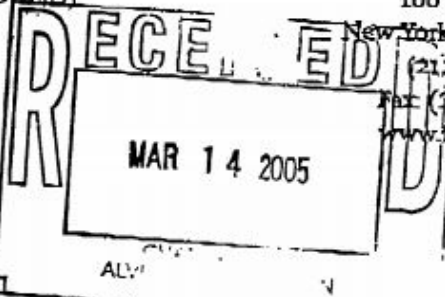
Stuart R. Fraenkel\*

Francis C. Fleming

Paul S. Edelman

Milton G. Sincoff

Counsel



Susan A. Friery, M.D.\*

Jacqueline M. James

Brendan S. Maher

Susan D. Balnson

Dennis J. Nolan

Vincent I. Parreux

William O. Angelle

Michael R. Sherwin\*

California Office

707 Wilshire Boulevard

Suite 5070

Los Angeles, CA 90017-3613

(213) 622-6469

Fax: (213) 622-6019

**CONFIDENTIAL  
FOR SETTLEMENT PURPOSES ONLY**

March 14, 2005

\*Admitted in CA only  
\*Admitted in MA & DC only  
\*Admitted in OH only

**BY HAND/VIA FACSIMILE**

Desmond T. Barry, Jr., Esq.

Condon & Forsyth LLP

7 Times Square

New York, NY 10036

Re: 21 MC97: World Trade Center September 11, 2001 Litigation - Discovery

Dear Mr. Barry:

Further to our recent telephone conversation and one meeting with Judge Hellerstein last Friday, I am writing to confirm that counsel for the wrongful death/personal injury plaintiffs within 30 days will provide the defendants in 21 MC97, the following documents (to the extent available) in each wrongful death/personal injury case:

1. Income tax returns (at least 3 years);
2. birth certificates of decedents, survivors, and heirs;
3. marriage certificates;
4. death certificates;
5. decedent's education certificates and degrees;
6. employer provided benefits (including fringe benefits) documentation;
7. pension plan documentation;
8. medical examiner reports;
9. personal health/medical documentation;
10. divorce decrees, if any;

**THE PORT AUTHORITY OF NY & NJ**



**VIA FACSIMILE**

January 3, 2003

The Honorable Alvin K. Hellerstein  
United States District Court  
For the Southern District of New York  
United States Courthouse  
500 Pearl Street Room 910  
New York, New York 10007

225 PARK AVENUE SOUTH  
13TH FLOOR  
NEW YORK, NY 10003

LAW DEPARTMENT

JEFFREY S. GREEN  
GENERAL COUNSEL

GERALD S. CROWLEY, ESQ.  
CHIEF  
NEW YORK LITIGATION DIVISION  
(212) 435-3438

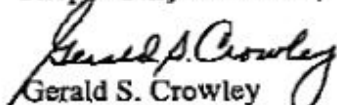
Re: Lyles v. Argenbright Sec., Inc. (02 Civ. 7243 (AKH))  
Motion To Disqualify Ness Motley

Dear Judge Hellerstein:

The Port Authority hereby respectfully opposes the plaintiff's request, on behalf of Ness Motley, that the Court accept the Supplemental Affirmation of Bruce A. Green, dated December 27, 2002. While this submission purports to correct grave and misleading interpretations in the Port Authority's response to Ness Motley's reply to this Court's interrogatories of December 4, 2002, it is clear that the document is no more than Ness Motley's attempting to have the last written say on this matter. The Court's interrogatories did not authorize this submission and we respectfully submit that the Court should not accept the submission.

However, if the Court decides to accept Ness Motley's latest submission, the Port Authority, as the movant in this matter, respectfully offers the attached short reply for the Court's consideration.

Respectfully submitted,

  
Gerald S. Crowley  
Chief

New York Litigation Division

cc: Hanly & Conroy (by facsimile)  
Ness Motley (by facsimile)  
Condon & Forsyth (by facsimile)  
Kreindler & Kreindler (by facsimile)  
Flemming Zulack & Williamson (by facsimile)

---

---

**UAL STATION SECURITY AUDIT**  
**For Domestic Recurrent Ground Security Coordinator (GSC) Training**

---

---

**VERIFICATION OF PERSON PARTICIPATING IN THIS AUDIT**

**YOUR NAME, SIGNATURE, AND TITLE** – I have completed this audit form in its entirety

Name: BRANDON AIREY (Please Print) File Number: 136384 Signature: Brandon R. Airey  
Title: SUPERVISOR - AIRPORT OPERATIONS Station: BCS Date: \_\_\_\_\_

**STATION / FUNCTION MANAGER – NAME, SIGNATURE, TITLE, AND DATE** – I have reviewed this audit form and approve resources required for compliance.

Name: \_\_\_\_\_ (Please Print) Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**STATION TRAINER – NAME, SIGNATURE, TITLE, AND DATE** – I have reviewed this audit form for completeness and accuracy.

Name: \_\_\_\_\_ (Please Print) Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

BE SURE TO READ AUDIT DIRECTIONS CAREFULLY PRIOR TO BEGINNING AUDIT.  
CONDUCT APPRAISAL WITH GSC PRIOR TO AUDIT AND REVIEW FINDINGS WITH GSC AFTER AUDIT.

## RETAINER AGREEMENT

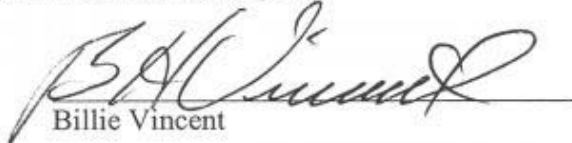
WHEREAS, certain participating Syndicates at Lloyd's of London (hereinafter "Lloyd's") are engaged in or will become engaged in litigation arising out of the September 11, 2001 incident at the World Trade Center, New York City, New York, and seek to engage an aviation security consultant and expert witness; and

WHEREAS, Billie Vincent (hereinafter "Vincent"), President and CEO of Aerospace Services International, Inc., 14101 Park Long Court, Suite V, Chantilly, Virginia 20151-1645, has agreed to serve in the capacity of consultant/expert witness as set forth herein for Lloyd's related to their litigation involving the events of September 11, 2001 at the World Trade Center in New York City, New York, as well as the incidents occurring in Pennsylvania and Washington, D.C. The parties agree as follows:

1. Vincent will provide consulting services on airport, airline, private sector security operations, private security organizations, standards of training for private security personnel, accepted security practice for private security personnel, governmental oversight of airline, airports and other aviation activities, including oversight of security activities, FAA duties and responsibilities, Department of Transportation duties and responsibilities, governmental knowledge of airline security deficits, terroristic threats, airline hijacking, airline sabotage, and other airline, airport and aviation security-related issues.
2. Vincent will serve as an expert witness for Lloyd's on issues of litigation concerning airport, airline, governmental, and security company performance under the circumstances of September 11, 2001, at Logan International Airport, Dulles International Airport, and Newark International Airport.
3. Lloyd's counsel will provide Vincent with the parties' complaints, answers, and discovery documents, as necessary to allow him to formulate opinions relating to the issues in dispute.
4. Lloyd's counsel will provide sufficient time for the preparation of any written reports that may be requested of Vincent.
5. Lloyd's agrees to compensate Vincent for his time and expenses involved on their behalf or at their direction, by providing an advanced retainer based on a 90-day projected demand for services by Lloyd's. This retainer will be replenished each 90 days, or as necessary when depleted, based on a mutually agreed demand-for-services schedule. Mr. Vincent will present Lloyd's with an itemized monthly accounting of his activities on the behalf of Lloyd's.



6. Lloyd's and Vincent mutually agree that either party may terminate this agreement without cause upon 30 days notice and further agree that any work in progress or outstanding expenses shall remain due and owing within 30 days of termination.
7. Lloyd's and Vincent agree that the product of any work provided to Lloyd's by Vincent shall remain the property of Lloyd's once paid for.
8. Vincent agrees that so long as he continues to be actively retained by Lloyd's, he shall not work on behalf of any opposing party for the duration of the litigation for which he has been retained.
9. Vincent agrees that he shall not disclose any information regarding the subject matter of the litigation for which he has been retained by Lloyd's, the work he performs on behalf of Lloyd's, or the content of any material he is provided by Lloyd's without their prior written consent or unless judicially ordered to do so.
10. Vincent agrees to bill at a rate of two hundred fifty dollars (\$250.00) per hour plus expenses for litigation-related work, the exception being an hourly charge for providing any sworn statement or testimony, which hourly rate will be four hundred dollars (\$400.00). Additionally, any fraction of any day spent in any sworn statement or testimony at \$400.00 per hour will be compensated at the rate of a minimum of 8 hours regardless of the actual time spent.
11. Expenses shall include copying, telephone, overnight courier or messenger services, and travel expenses and any other reasonable and expected expenses incurred as a result of activities on behalf of Lloyd's. Any travel, including air, rail, automobile rental, and lodging expenses shall be approved in advance by Lloyd's, except where prior approval is impracticable under the circumstances. Any international travel will be at Business Class or First Class. Overnight travel shall not exceed 12 hours per day.
12. Vincent and Lloyd's agree that any modification of these terms shall be in writing signed by the party to be charged.
13. The terms of this agreement shall commence on January 21, 2002, and shall remain in effect until terminated by either party.

  
Billie Vincent

*Acknowledged before me this 16<sup>th</sup> day of April, 2002 in the State of Virginia, County of Fairfax.*



*My Commission Expires August 31, 2002*

From: "Taylor, Ann" <ATaylor@doe.com>

To: jand@matthobmanlaw.com; <fr@matthobmanlaw.com>

Cc: Berry, J., Desmond T. <dberry@condanlaw.com>; Robert A. Clifford, Weeberberg, Gary W. <GWeeberberg@doe.com>; Connelly, Sarah <sconnelly@condanlaw.com>

Date: Fri, Oct 23 17:52:03 2009

Subject: 9/11 Litigation - Globe Supplemental Medetion Submission

Judge Martin, as you will recall, we represent Globe Aviation Services Corp's action, the pre-board screening contractor for American Airlines et al. on September 11, 2001. Condon & Forsyth will be sending you the Flight 11 Defendants' Med ation Submission, which is on behalf of American, Globe and the other defendants to sue in respect of alleged damages arising out of Flight 11. Cletc also submits the attached shot supplemental submission concerning two discrete issues that are unique to it. Per your instruction, we have elec mailed this to your home in Florida.

By copy of the email to the Property Damage Plaintiff's Liaison Counsel, Bob Clifford, we are transmitting this to Plaintiff.

Should there be any questions, do not hesitate to contact us. Kind regards, Ann

Ann Taylor

Linda Local Beesell & Linds LLP

111 South Walker Drive

Chicago, Illinois 60606

312.443.0639 Direct

[ataylor@lindsllp.com](mailto:ataylor@lindsllp.com)

[www.lindsllp.com](http://www.lindsllp.com)

**HS-Circular220 Disclosure:** Linds Staff, Treasury Department, provide that a statement by a person's formal authorizer need not specify requirements in order for the person to be permitted to act on behalf of the person. An authorization in the form of this message, or in any other form, does not meet those requirements and, accordingly, is not intended or written to be used, and cannot be used, by any recipient in any way that may be misused, upon such recipient by the authorizer or sender.

**IMPORTANT NOTICE:** This message to the law firm of Local & Local LLP is private, confidential or deemed to be confidential law. If you are not an intended recipient or authorized addressee of this message, you may not disclose, for what it is, or use this message or its contents. If you have received this communication in error, please notify us immediately by return email and delete this or any message from your mail system. Thank you.

# Locke Lord Bissell & Liddell LLP

Attorneys & Counselors

Ann C. Taylor  
Direct Telephone: 312-443-0689  
Direct Fax: 312-896-6689  
ataylor@lockelord.com

## CONFIDENTIAL MEDIATION MATERIALS

October 23, 2009

### VIA ELECTRONIC MAIL AND FEDERAL EXPRESS

Honorable John S. Martin  
Martin & Obermaier, LLC  
565 Fifth Avenue, 8th Floor  
New York, NY 10017

Re: *In Re September 11th Litigation*  
Globe Aviation Services Corporation Mediation Submission

Dear Judge Martin:

On behalf of Globe Aviation Services Corporation ("Globe"), we submit the attached. The two issues addressed herein are not available to the other Flight 11 defendants and are therefore not included in the Mediation Statement of the Flight 11 Defendants. These were separately identified to the Plaintiffs by Globe. For your convenience, we have included the most relied upon and cited cases in respect of the two issues raised: 1) Can Globe's contractual obligations to American Airlines give rise to liability in tort to third-parties?; and 2) Can Allianz proceed in subrogation to further its own financial interests against its insured – Globe?

The contents here are as follows:

- Tab 1: Globe's Supplemental Mediation Statement
- Tab 2: *Espinal v. Melville Snow Contractors, Inc.*, 98 N.Y.2d 136 (2002)
- Tab 3: *Church ex rel. Smith v. Callanan Industries, Inc.*, 99 N.Y.2d 104 (2002)
- Tab 4: *Rahim v. Sottile Sec. Co.*, 32 A.D.3d 77 (1st. Dept. 2006)
- Tab 5: *Home Insurance Company v. Pinski Bros., Inc.*, 500 P.2d 945 (Mont. 1972)
- Tab 6: *Pennsylvania General Ins. Co. v. Austin Powder Co.*, 68 N.Y.2d 465 (1986)

IAD

parks, jim

**From:** Bentley, Jack K.  
**Sent:** Tuesday, September 05, 2000 12:10 PM  
**To:** Parks, Jim  
**Cc:** Burke, Karen; Rodriguez, Raeann; Thaxton, Scot  
**Subject:** FW: Security Awareness Notice

Jim,

Per our chat this morning. I received this Email from the Delta Airlines Station Manager. It appears that Delta is recommending the best practice of having cell phones x-rayed. This will be on the agenda for the next Airline Management Council Meeting (9/14), at DL's request. Even though there is not a FAA directive or position on this it might be worth reviewing UA's position of "no action until FAA says so".

In just thinking this through, I have a some concerns: exposure to breakage (will have to procure some substantial no-tip baskets); slow down in the screening process (ergo Customer Service issues); and an education process for the public.

Karen, Scot, Raeann,

What's your thinking on this? Since this is going to be in the next DAAMC, we need to have a local position. I'll try to talk with/poll the other station managers (next week when I return from Denver) once I know what direction you want to go in.

Jack

-----Original Message-----

**From:** Steve.Bingham@delta-air.com [SMTP:Steve.Bingham@delta-air.com]  
**Sent:** Tuesday, September 05, 2000 8:40 AM  
**To:** Bentley, Jack K. /jadoz  
**Cc:** Steve.Bingham@delta-air.com  
**Subject:** FW: Security Awareness Notice

Jack.....as discussed.....SB

> -----Original Message-----

> **From:** Gough, Richard  
> **Sent:** Friday, September 01, 2000 1:27 PM  
> **To:** ACS, RegionCVGMgmt; ACS, RegionEastMgmt; ACS, RegionInternationalMgmt; ACS, RegionWestMgmt; ACS, RegionWorldportMgmt  
> **Cc:** ACS, RegionalDirectors; ACS, Security  
> **Subject:** Security Awareness Notice

> Security Awareness Notice

> Screening Checkpoint - Cellular Telephone Warning

> Police and government officials have reported finding Individuals in possession of modified cellular telephones that conceal deadly weapons.

> The cellular telephones are modified to turn on when tested at the security checkpoints.

> It is a requirement that all cellular telephones and pagers passed around

> the medal detector must be visually checked for a power display. It

> is highly recommended as a best practice that all stations insist on

*Rich RD  
John  
Aur  
Ed  
F-11*





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Office of Civil Aviation Security Operations

800 Independence Ave., SW  
Washington, DC 20591

July 16, 2001

Mr. Richard C. Davis  
Manager, Corporate Security  
United Airlines Inc.  
PO Box 66100  
O'Hare International Airport  
Chicago, IL 60666

Dear Mr. Davis:

The Federal Aviation Administration (FAA) received United Airlines (UAL) request to allow their use of Atlantic Coast Airline's Known Shipper list at domestic stations.

The FAA has issued the following amendment to the UAL Air Carrier Standard Security Program (ACSSP). UALA-01-23 approves the use of Atlantic Coast's Known Shipper List.

Please ensure copies of this amendment are forwarded to the affected station.

Sincerely,

Stephen P. Jenkins  
Principal Security Inspector  
for United Airlines

Enclosures

13702.001

SENSITIVE SECURITY INFORMATION/FOR OFFICIAL USE ONLY

**WARNING: THIS DOCUMENT CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER 14 CFR PART 191. NO PART OF THIS DOCUMENT MAY BE RELEASED WITHOUT WRITTEN PERMISSION OF THE ASSOCIATE ADMINISTRATOR FOR CIVIL AVIATION, SECURITY FEDERAL AVIATION ADMINISTRATION, WASHINGTON, DC 20591. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION. FOR U.S. GOVERNMENT AGENCIES, PUBLIC AVAILABILITY TO BE DETERMINED UNDER 5 U.S.C. 552.**

To: Kuehn  
Scharnhorst  
Triplett

**FINAL DRAFT**

March 18, 2002

The Port Authority of New York & New Jersey  
& all other insureds under the PONY Insurance  
c/o Skadden Arps Slater Meagher & Flom, LLP  
4 Times Square  
New York, NY 10036

Re: World Trade Center: Programme of Insurance placed by Willis

Dear Sirs:

We serve as counsel to certain London market insurers who subscribe to an excess physical damage cover issued to the Port Authority of New York and New Jersey ("PONY"), that runs for the twelve-month period commencing June 1, 2001 ("the PONY Insurance"). Among our clients are the following Lloyd's syndicates and insurance companies: Ace Global Markets Syndicate 2488; Aegis Energy Syndicate 1225; Cox Property and Casualty Syndicate 2027; Euclidian Underwriting Limited - Syndicate 1243; Faraday Underwriting Limited - Syndicate 435; Great Lakes Reinsurance (UK) Plc; Hiscox Syndicates Limited - Syndicate 33; Houston Casualty Company; Kingsmead Underwriting Agency Limited - Syndicate 506; D.E. Hope & Others Syndicate 1009; Wellington Underwriting Syndicate 2020; and Württembergische Versicherung AG.

We are aware that the Lloyd's syndicates and insurance companies identified above also participate in a contract of insurance with World Trade Center Properties LLC c/o Silverstein Properties Inc. and others ("Silverstein") in respect of their interests in the World Trade Center for the twelve-month period commencing from July/August 2001 ("the Silverstein Insurance"). PONY is included as an Additional Named Insured under the Silverstein Insurance. Claims have been presented on the Silverstein Insurance stemming from the attack on the World Trade Center on September 11, 2001.

The purpose of this letter is to inform you that our clients reserve all of their rights, claims and remedies (under any applicable law) that may arise out of or in connection with statements and/or representations made by Willis, the brokers who placed both the Silverstein Insurance and the PONY Insurance, to our clients about the coverage of the World Trade Center under the PONY Insurance.

NYC 410643.1 09034 00144 02/25/02 05:51pm

The Port Authority of New York & New Jersey  
& all other insureds under the PONY Insurance  
March 18, 2002  
Page 2

We wish to make it clear, for the avoidance of any doubt, that neither this letter nor any step taken by our clients in relation to either the Silverstein Insurance or the PONY Insurance, including (but not limited to) payments, settlements, or acknowledgements, should be taken as a waiver by our clients of any rights, claims, or remedies they may have under any law that may be applicable. Any such step is, unless written notification is made to the contrary, to be subject to and entirely without prejudice to the foregoing reservations of rights, claims and remedies. In addition, our clients reserve all rights, claims and remedies concerning issues or matters not specifically raised herein.

Sincerely yours,

Lawrence W. Pollack