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Attorneys for Defendant-Cross-Claim Plaintiff:
The Port Authority of New York and New Jersey; and for
Additional Cross-Claim Plaintiffs:
WTC Retail LLC
The Port Authority Trans-Hudson Corporation

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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In re SEPTEMBER 11, 2001 LITIGATION : 21 MC 97 (AKH)
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-----X **Jury Trial Demanded**

**CROSS-CLAIMS BY THE PORT AUTHORITY
AGAINST CERTAIN DEFENDANTS IN PLAINTIFFS'
AMENDED FLIGHT 175 MASTER LIABILITY COMPLAINT**

Preliminary Statement

1. Defendant and cross-claim plaintiff THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the "PANYNJ") and additional cross-claim plaintiffs, WTC RETAIL LLC ("WTCR") and THE PORT AUTHORITY TRANS-HUDSON CORPORATION ("PATH") (hereinafter collectively referred to as "The Port Authority"), by their attorneys Flemming, Zulack & Williamson, LLP, hereby cross-claim against certain of the defendants (collectively referred to as "the cross-claim defendants"), listed in ¶¶ 12-37, *infra*, that are named in "Plaintiffs' Amended Flight 175 Master Liability Complaint," dated March 31, 2004 (the "complaint").

2. The PANYNJ was and is landowner and lessor of the approximately 16-acre World Trade Center site, and was and is sole owner of its subsidiaries, WTCR and the PATH, entities with property interests in the World Trade Center.

3. Upon information and belief, on September 11, 2001, American Airlines Flight 11 and United Airlines Flight 175 were hijacked and intentionally flown into One World Trade Center and Two World Trade Center respectively.

4. The plaintiffs in the instant litigation allege that they have suffered damages in the form of personal injury, wrongful death, property damage and business interruption, as a result of the hijackings and intentional flying of Flight 175 into the World Trade Center.

5. The above plaintiffs also allege breach of duty, wrongful conduct and negligence on the part of the named defendants with respect to the occurrence of the aforementioned events on September 11, 2001.

6. The above plaintiffs further allege that the breach of duty, wrongful and conduct and negligence of said defendants, in whole or in part, caused and/or contributed to their injuries and damages.

JURISDICTION

7 This Court has exclusive subject matter jurisdiction under sections 408(b)(1) and 408(b)(3) of the Act because the cross-claims arise from, result from and relate to the aforementioned terrorist-related aircraft crashes of September 11, 2001.

8. This Court also has subject matter jurisdiction pursuant to its supplemental jurisdiction, 28 U.S.C. § 1367, since the cross-claims are based upon same case and controversy and upon the same events as plaintiffs' claims.

PARTIES TO THE CROSS-CLAIMS

Cross-Claim Plaintiffs

9. Defendant and Cross-Claim Plaintiff the PANYNJ, a body corporate and politic of the States of New York and New Jersey, has its principal place of business at 225 Park Avenue South, New York, New York 10003.

10. Additional Cross-Claim Plaintiff WTCR is a limited liability company organized under the laws of Delaware and has its principal place of business at 225 Park Avenue South, New York, New York 10003.

11. Additional Cross-Claim Plaintiff the PATH is incorporated in Delaware, with its principal place of business at 225 Park Ave. South, 15th Fl., New York, New York 10003.

Cross-Claim Defendants

12. Upon information and belief, Defendant and Cross-Claim Defendant UNITED AIRLINES, INC. (“UNITED”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Illinois.

13. Upon information and belief, Defendant and Cross-Claim Defendant UAL CORPORATION (“UAL”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Illinois.

14. Upon information and belief, Defendant and Cross-Claim Defendant COLGAN AIR, INC. is a corporation duly organized and existing under the laws of Virginia and maintains its principal place of business in Virginia.

15. Upon information and belief, Defendant and Cross-Claim Defendant COLGAN AIR, INC., d/b/a US AIRWAYS EXPRESS is a corporation organized and existing under the laws of Virginia and maintains its principal place of business in Virginia.

16. Upon information and belief, Defendant and Cross-Claim Defendant US AIRWAYS, INC. (“US AIRWAYS”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Virginia.

17. Upon information and belief, Defendant and Cross-Claim Defendant DELTA AIRLINES, INC. (“DELTA”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Georgia.

18. Upon information and belief, Defendant and Cross-Claim Defendant DELTA EXPRESS, INC. (“DELTA EXPRESS”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Georgia.

19. Upon information and belief, Defendant and Cross-Claim Defendant AMERICAN AIRLINES, INC. is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Texas.

20. Upon information and belief, Defendant and Cross-Claim Defendant AMR CORPORATION (“AMR”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Texas.

21. Upon information and belief, Defendant and Cross-Claim Defendant CAPE AIR, INC. (“CAPE AIR”) is a corporation duly organized and existing under the laws of Massachusetts and maintains its principal place of business in Massachusetts.

22. Upon information and belief, Defendant and Cross-Claim Defendant CONTINENTAL AIRLINES, INC. (“CONTINENTAL”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Texas.

23. Upon information and belief, Defendant and Cross-Claim Defendant MIDWEST EXPRESS AIRLINES, INC. (“MIDWEST”) is a corporation duly organized and existing under the laws of Wisconsin and maintains its principal place of business in Wisconsin.

24. Upon information and belief, Defendant and Cross-Claim Defendant NORTHWEST AIRLINES, INC. (“NORTHWEST”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Minnesota.

25. Upon information and belief, Defendant and Cross-Claim Defendant MIDWAY AIRLINES CORPORATION (“MIDWAY”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in North Carolina.

26. Upon information and belief, Defendant and Cross-Claim Defendant AMERICA WEST AIRLINES, INC. (“AMERICA WEST”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Arizona.

27. Upon information and belief, Defendant and Cross-Claim Defendant AIR TRAN AIRWAYS, INC. (“AIR TRAN”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Florida.

28. Upon information and belief, Defendant and Cross-Claim Defendant AMERICAN TRANS AIR, INC. (“TRANS AIR”) is a corporation duly organized and existing under the laws of Indiana and maintains its principal place of business in Florida.

29. Upon information and belief, Defendant and Cross-Claim Defendant HUNTLEIGH USA CORPORATION (“HUNTLEIGH”) is a corporation duly organized and existing under the laws of Missouri and maintains its principal place of business in Missouri.

30. Upon information and belief, Defendant and Cross-Claim Defendant ICTS INTERNATIONAL NV (“ICTS”) is a business entity of unknown form duly organized and

existing under the laws of The Netherlands and maintains its principal place of business in The Netherlands.

31. Upon information and belief, Defendant and Cross-Claim Defendant GLOBE AVIATION SERVICES CORPORATION (“GLOBE”) is a corporation organized and existing under the laws of Delaware and maintains its principal place of business in Texas.

32. Upon information and belief, Defendant and Cross-Claim Defendant BURNS INTERNATIONAL SECURITY SERVICES CORPORATION (“BISSC”) is a corporation organized and existing under the laws of Delaware and maintains its principal place of business in Illinois.

33. Upon information and belief, Defendant and Cross-Claim Defendant BURNS INTERNATIONAL SERVICES CORPORATION (“BISC”) is a corporation organized and existing under the laws of Delaware and maintains its principal place of business in Illinois. (BISSC and BISC are collectively referred to as “BURNS”.)

34. Upon information and belief, Defendant and Cross-Claim Defendant PINKERTON’S INC. (“PINKERTON”) is a corporation duly organized and existing under the laws of Delaware and maintains its principal place of business in Illinois.

35. Upon information and belief, Defendant and Cross-Claim Defendant SECURITAS AB (“SECURITAS”) is a business entity of unknown form duly organized and existing under the laws of Sweden and maintains its principal place of business in Sweden.

36. Upon information and belief, Defendant and Cross-Claim Defendant MASSACHUSETTS PORT AUTHORITY (“MASSPORT”) is a public instrumentality created and existing under the laws of Massachusetts with its principal place of business in Massachusetts.

37. Upon information and belief, Defendant and Cross-Claim Defendant THE BOEING COMPANY ("BOEING") is a corporation duly organized and existing under the laws of Delaware with its World Headquarters in the State of Illinois, and major business operations in the States of Washington, California, Missouri and Kansas.

**AS AND FOR A FIRST CROSS-CLAIM AGAINST
THE CROSS-CLAIM DEFENDANTS**

38. The PANYNJ repeats, reiterates and realleges each and every allegation set forth in paragraphs designated "1" through "37" with the same force and effect as if more fully set forth at length herein.

39. That, if plaintiffs sustained injuries and damages in the manner, and at the time and place set forth in their Complaint and, if such injuries and damages were caused by any breach of duty, negligence and/or wrongful conduct, other than the wrongful conduct of the Terrorist hijackers, then any such injuries and damages would have been caused, in whole or in part, by the breach of duty and/or negligence and/or other wrongful conduct of the cross-claim defendants as may be proven at trial as against each of said defendants, all without any negligence, or active or affirmative conduct or other wrongful conduct, on the part of defendant the PANYNJ contributing thereto.

40. That, if the plaintiffs recover any damages as against defendant the PANYNJ, the PANYNJ will be damaged thereby and will be entitled to be indemnified therefore and held harmless therefrom by the cross-claim defendants as the parties primarily responsible for any and all losses or damages as the plaintiffs may suffer, or for such proportionate part thereof, as is attributable to the conduct of each said defendant respectively.

**AS AND FOR A SECOND CROSS-CLAIM AGAINST
THE CROSS-CLAIM DEFENDANTS**

41. The PANYNJ repeats, reiterates and realleges each and every allegation set forth in paragraphs designated “1” through “40” with the same force and effect as if more fully set forth at length herein.

42. That, if the plaintiffs were caused to sustain any injuries and/or damages at the time and place and in the manner set forth in their Complaint through any breach of duty, negligence and/or other wrongful conduct, other than the wrongful conduct of the Terrorist hijackers, then any such injuries and damages would have been caused, in whole or in part, by reason of the breach of duty and/or negligence and/or other wrongful or culpable conduct by each cross-claim defendant, respectively, and their agents, servants and/or employees, as may be proven at trial, and if there is any verdict or judgment recovered by the plaintiffs against the PANYNJ, it will be damaged thereby and the cross-claim defendants will be liable to the PANYNJ, in whole or in part, and will be bound to hold harmless and reimburse the PANYNJ for the entire amount of any such recovery or judgment or for such proportionate part thereof, as is attributable to the breach of duty and/or negligence, and/or wrongful or culpable conduct of each such cross-claim defendant respectively, together with costs and disbursements incurred by the PANYNJ in the defense of this action

**AS AND FOR A THIRD CROSS-CLAIM AGAINST
THE CROSS-CLAIM DEFENDANTS**

43. The Port Authority repeats, reiterates and realleges each and every allegation set forth in paragraphs designated “1” through “42” with the same force and effect as if more fully set forth at length herein

44. As a result of the hijacking and aircraft crashes of Flight 11 and Flight 175, One World Trade Center, Two World Trade Center, Four World Trade Center, Five World Trade

Center, Six World Trade Center, the World Trade Center PATH Station, the World Trade Center Marriott Hotel and the World Trade Center Retail Concourse were destroyed. Other PATH Stations and properties were severely damaged.

45. The Port Authority, as a result of the aforementioned events of September 11, 2001, has sustained and continues to sustain injuries and damages, including those for property damage and business interruption.

46. That, if it is proven at the time of trial that the breach of duty, negligence and/or other wrongful conduct of each and/or any of the cross-claim defendants respectively, caused or contributed to the aforementioned events of September 11, 2001, then the Port Authority will have been damaged thereby and any such injuries and damages sustained by it would have been caused, in whole or in part, by the breach of duty and/or negligence and/or other wrongful conduct by each and/or any of the cross-claim defendants, respectively, and their agents, servants and/or employees, and the cross-claim defendants will be liable to the Port Authority for the entire amount of any damages sustained by it, including those for property damage or business interruption, as are attributable to the negligence, culpable conduct and/or breach of duty of each of the cross-claim defendants respectively, together with costs and disbursements incurred by the Port Authority in the prosecution of its cross-claims.

WHEREFORE, The PANYNJ demands judgment dismissing the Complaint of plaintiffs herein, together with costs and disbursements incurred by it in its defense of this action, or, in the alternative, in the event that judgment is rendered in favor of the plaintiffs herein, The PANYNJ demands judgment over and against the cross-claim defendants, for the entire amount of any such judgment or recovery had by plaintiffs herein as against it and that it be indemnified for the entire amount of any such judgment or recovery and held harmless therefore by said cross-claim

defendants; or, in the alternative The PANYNJ demands that judgment be entered, in its favor in whole or in part, as against the cross-claim defendants so that the liability of each defendant is apportioned among the cross-claim defendants respectively, and that said judgment is entered in accordance with each respective defendant's degree of culpability so that the ultimate rights of all parties herein are determined as among and between themselves; and further, in the event that the events of September 11, 2001, which are the subject of this litigation, are proven at the time of trial to have been attributable to, or caused by, the breach of duty and/or negligence and/or wrongful conduct of any of the cross-claim defendants, whether in whole or in part, then the Port Authority demands judgment against each cross-claim defendant respectively, for the entire amount of any damages sustained by it, including those for property damage and business interruption, together with costs, disbursements and attorneys' fees incurred by the Port Authority in the defense of this action and the prosecution of its cross-claims.

Dated: New York, New York
September 10, 2004

FLEMMING, ZULACK & WILLIAMSON, LLP

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TO: All Counsel On Service List

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