

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X

IN RE SEPTEMBER 11 LITIGATION :

----- X

IN RE SEPTEMBER 11 PROPERTY DAMAGE :  
AND BUSINESS LOSS LITIGATION :

----- X

21 MC 97 (AKH)  
21 MC 101 (AKH)

This document relates to:  
All Cases

**STIPULATION OF DISMISSAL WITHOUT PREJUDICE**

WHEREAS, defendant America West Airlines, Inc. ("America West") represents that  
on September 11, 2001,

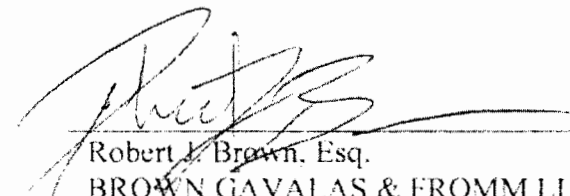
1. it did not utilize or operate out of any gates which required passengers to pass through (a) the Terminal B Main or Middle checkpoints or Terminal C checkpoint at Boston Logan International Airport or (b) the checkpoint at the Portland International Jetport;
2. it did not provide or participate or share in providing security or contracting for the provision of security at or in connection with (a) the Terminal B Main or Middle checkpoints or Terminal C checkpoint at Boston Logan International Airport, (b) the checkpoint at the Portland International Jetport, or (c) American Airlines Flight 11, United Airlines Flight 175 or Colgan Air Flight 5930; and
3. there are no other remaining claims or cross-claims pending against it in 21 MC 97 or 21 MC 101 or any other actions pending against it in any court arising out of, relating to or resulting from the events of September 11, 2001;

**IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned attorneys of record for the respective parties hereto that the Cross-Claims by the Cross-Claim Plaintiff The Port Authority of New York and New Jersey ("Port Authority"), contained in the Amended Cross-Claims by the Port Authority Against Certain Defendants In Plaintiffs' Amended Flight 11 Master Liability Complaint and Cross-Claims by the Port Authority Against Certain Defendants In Plaintiffs' Amended 175 Master Liability Complaint, against defendant

America West, are hereby dismissed without prejudice and without costs to either party as against the other.

The Port Authority reserves the right to recommence its Cross-Claims if the Port Authority learns facts which suggest that any representation recited in the first paragraph above is untrue. America West agrees that any such reinstatement of the Cross-Claims will relate back to the date of the original filing and that it will not assert a statute of limitations defense to the refiled claims.

Dated: ~~June~~ <sup>September 18,</sup> 2007  
New York, New York

  
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Attorneys for Defendant  
America West Airlines, Inc.

**Keith E.  
Harris**

Digitally signed by Keith E. Harris  
DN: cn=Keith E. Harris, c=US,  
o=Port Authority of New York and  
New Jersey, ou=Law Department,  
email=kharris@panynj.gov  
Date: 2007.09.14 14:20:11 -04'00'

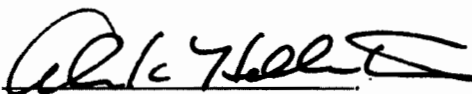
Keith Harris, Esq.  
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Attorneys for Cross-Claim Plaintiff  
The Port Authority of New York and  
New Jersey

SO ORDERED.

Dated: New York, New York  
July \_\_\_\_\_, 2007

*589 24*



Alvin K. Hellerstein  
United States District Judge