

R. Allen Stanford
Case No.: 3:09-cv-0298-N
Exhibit: **F**

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

LAURA PENDERGEST-HOLT,
R. ALLEN STANFORD, GILBERTO
LOPEZ, JR. and MARK KUHRT,
Plaintiffs,

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vs.

CIVIL ACTION NO. 4:09-cv-03712

CERTAIN UNDERWRITERS AT
LLOYD'S OF LONDON and ARCH
SPECIALTY INSURANCE COMPANY,
Defendants.

**SUPPLEMENT TO CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON
AND ARCH SPECIALTY INSURANCE COMPANY'S EMERGENCY MOTION
FOR RECONSIDERATION OF ORDER OR, ALTERNATIVELY, MOTION FOR
PROTECTIVE ORDER**

In support of their Emergency Motion for Reconsideration, or, Alternatively,
Motion for a Protective Order pursuant to Federal Rule of Civil Procedure 26(c)(1),
Certain Underwriters at Lloyd's of London and Arch Specialty Insurance Company
(collectively, "Underwriters") attach the following declarations:

1. App. D: Declaration of Barry A. Chasnoff; and
2. App. E: Declaration of Glen Kaplan.



Respectfully submitted,

AKIN GUMP STRAUSS HAUER & FELD
LLP

By: /s/ Barry A. Chasnoff
Barry A. Chasnoff (SBN 04153500)
bchasnoff@akingump.com
Daniel McNeel Lane, Jr. (SBN
00784441)
nlane@akingump.com
300 Convent Street, Suite 1600
San Antonio, Texas 78205
Phone: (210) 281-7000
Fax: (210) 224-2035

Attorneys for Certain Underwriters at
Lloyd's of London and Arch Specialty
Insurance Company

CERTIFICATE OF SERVICE

The undersigned hereby certifies that all parties listed on this certificate of service will receive a copy of the foregoing document filed electronically with the United States District Court for the Southern District of Texas, Houston Division, on this 14th day of June, 2010, via email and/or with notice of case activity to be generated and ECF notice to be sent electronically by the Clerk of Court.

Lee H. Shidlofsky
Visser Shidlofsky LLP
Greystone Plaza
7200 North Mopac Expressway Suite 430
Austin, Texas 78731

Robert S. Bennett
Bennett Nguyen Joint Venture
515 Louisiana St. Suite 200
Houston, Texas 77009

/s/ Barry A. Chasnoff
BARRY A. CHASNOFF

APP. D

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

LAURA PENDERGEST-HOLT,
R. ALLEN STANFORD, GILBERTO
LOPEZ, JR. and MARK KUHRT,
Plaintiffs,

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vs.

CIVIL ACTION NO. 4:09-cv-03712

CERTAIN UNDERWRITERS AT
LLOYD'S OF LONDON and ARCH
SPECIALTY INSURANCE COMPANY,
Defendants.

**DECLARATION OF BARRY A. CHASNOFF IN SUPPORT OF CERTAIN
UNDERWRITERS AT LLOYD'S OF LONDON AND ARCH SPECIALTY
INSURANCE COMPANY'S EMERGENCY MOTION FOR
RECONSIDERATION OF ORDER OR, ALTERNATIVELY, MOTION FOR
PROTECTIVE ORDER**

I, Barry A. Chasnoff, declare as follows:

- 1) My name is Barry A. Chasnoff. I am over the age of eighteen (18), of sound mind, and am fully capable of making this declaration. I have personal knowledge of all facts stated in this declaration, and all facts herein are true and correct. If called upon to do so, I am competent to testify to these facts.
- 2) I am lead counsel for Certain Underwriters at Lloyd's of London and Arch Specialty Insurance Company (collectively, "Underwriters") in the above captioned matter. I also am a partner and serve as the General Counsel of Akin Gump Strauss Hauer & Feld, LLP ("Akin Gump").
- 3) When Underwriters approached me about representing them in the insurance related matters arising out of Stanford Financial Group and its affiliates' (the "Stanford Entities") alleged Ponzi scheme, Akin Gump immediately investigated to determine whether any conflict of interest existed. The investigation concluded that no conflicts existed.
- 4) On June 9, 2010, I received an email request from Plaintiff R. Allen Stanford's counsel, Mr. Robert Bennett, that Akin Gump produce all

documents in its possession arising out of Akin Gump's representation of R. Allen Stanford and the various Stanford Entities.

- 5) Upon receipt of the this email, Akin Gump began the process of again reviewing records for potential prior engagement by either Mr. Stanford or any of the nearly one hundred thirty (130) Stanford Entities listed as insureds in the D&O Policy. This was the first step necessary to begin collecting documents responsive to Mr. Bennett's request.
- 6) Our review of Akin Gump's records disclosed that Akin Gump never performed any services, entered any engagement, or represented R. Allen Stanford in his individual capacity.
- 7) Akin Gump has only represented a few Stanford Entities. The subject matter of these former representations is not related to the matters before this Court, and none of these matters involved the same issues as this case. Akin Gump's past representations are:

a) Stanford Financial Group:

- i) Intellectual property, patent and trademark matters:
 - (1) "Eagle Design" trademark owned by Stanford Financial Group. Last billed October 2006.
 - (2) "Stanford Financial Group" trademark owned by Stanford Financial Group. Last billed October 2006.
- ii) Representation in connection with Stanford Financial Group's investments in four telecommunications companies:
 - (1) Blue Sky Communications, Inc.: Last billed March 2003.
 - (2) OPM Auction Company: Last billed December 2003.
 - (3) Telecom Wireless Solutions, Inc.: Last billed February 2004.
 - (4) America Samoa Telecom, LLC: Last billed February 2004.

b) Caribbean Sun Airlines:

- i) Trademarks owned by Caribbean Sun Airlines, Inc. Last billed July 2004.

- c) Stanford 20/20 LLC:
 - i) Regulatory and compliance engagement. Assisted Stanford 20/20 LLC in safeguarding compliance with U.S. sanctions and other trade controls associated with Stanford 20/20's effort to have Cuba participate in the Stanford 20/20 Cricket Tournament held in Antigua. Last billed October 2008.
- 8) The Receiver, designated by the United States District Court for the Northern District of Texas, controls all of the various Stanford Entities. I spoke with the Receiver about this request for documents, and the Receiver has not waived attorney-client privilege or otherwise consented to Akin Gump providing its documents related to the above listed representations.
- 9) Akin Gump has always understood that the Receiver controls the Stanford Entities, including their attorney-client privilege, and transferred various files to the Receiver. For instance, on January 10, 2010, Akin Gump transferred certain of the Stanford Entities' trademark files to the Receiver's counsel.
- 10) In his letter to the Court, Docket No. 131, Mr. Stanford represents that Tony Nunes was a "[f]riend who set up Stanford's Corporate Structure and Stanford International Bank 1980's to 2009. . . . Throughout this time, he was in constant contact with Stanford in not only a social friendly relationship, but in a client counsel relationship." On the contrary, our records reflect that Mr. Nunes never opened a client matter for Mr. Stanford while at Akin Gump. To confirm our records, I spoke with Mr. Nunes, who is no longer with Akin Gump. He confirmed that he never opened any files for R. Allen Stanford or any of the Stanford Entities while at Akin Gump. According to Mr. Nunes, he never met with Mr. Stanford while an attorney at Akin Gump; Mr. Stanford never requested that Mr. Nunes represent him; and Mr. Stanford only contacted him seeking his support of Mr. Stanford's motion to disqualify Baker Botts, filed in the United States District Court for the Northern District of Texas.
- 11) I have had the opportunity to review Docket No. 146, Mr. Stanford's Response to Underwriters' Emergency Motion for Reconsideration. In this Response, Mr. Stanford alleges that "[m]any if not all representations by Akin Gump of Stanford's Companies involved direct dealing with Mr. Stanford and his closely held corporations." Resp. at 4. Since receiving Mr. Stanford's document request, the lawyers working on this case interviewed as many attorneys as possible to determine whether the representation was of a Stanford Entity or Mr. Stanford. With one exception, none ever spoke to Mr. Stanford. The one attorney who did

speak to Mr. Stanford is Mr. Wynn Segall, who never met Stanford but spoke to him a few times over the phone. As explained in paragraph 12, below, Mr. Segall was instructed that his primary contact on the Stanford 20/20 matter was Ms. Yolanda Suarez. Thus, this unsworn statement by Mr. Bennett represents yet another falsehood presented to this Court.

- 12) Mr. Bennett's Response later states that "Akin Gump represented Stanford individually," and uses the billing statements for Stanford 20/20 as an example. Resp. at 7. Again, this is incorrect. Akin Gump represented Stanford 20/20 as described above in paragraph 7. Julie Hodge signed the engagement agreement, on behalf of Andrea Stoelker, President of Stanford 20/20. A true and correct copy of this engagement letter is attached as Exhibit 1. Shortly after receiving the engagement letter, Stanford 20/20 informed Akin Gump that Yolanda Suarez would be the "primary point person." A true and correct copy of this letter is attached as Exhibit 2.
- 13) I declare under penalty of perjury, under the laws of the United States of America, that the foregoing statements made in this declaration are true and correct.

Executed this 14th day of June, 2010, in San Antonio, Texas.

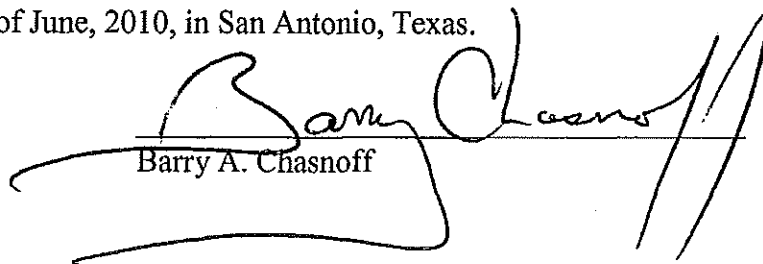

Barry A. Chasnoff

EXHIBIT 1

**AKIN GUMP
STRAUSS HAUER & FELD LLP**

Attorneys at Law

WYNN SEGALL
202.887.4573/fax: 202.887.4288
wsegall@akingump.com

November 27, 2007

Sir Allen Stanford
Stanford 20/20 LLC
P.O Box 224602
Christiansted, St. Croix, VI 00822

Re: Terms of Engagement

Dear Sir Allen:

I am pleased to confirm our representation of **STANFORD 20/20 LLC** in connection with obtaining licensing as may be needed and other actions necessary to safeguard compliance with U.S. sanctions and other trade controls associated with its activities. The firm appreciates your confidence in us, and we look forward to working with you.

At the beginning of our representation of a client, the firm's policy is to describe the manner in which we will bill for legal services and disbursements. A clear understanding of those matters helps to maintain a harmonious professional relationship. I encourage you to consider the matters set forth in this letter carefully and to raise with us any question that you may have now or later about its contents.

We refer matters to those lawyers in this firm who in our judgment can perform the highest quality work, in a timely and efficient manner, and at the lowest cost. We also employ non-lawyer assistants in tasks where lawyers are not necessary, to facilitate the rapid and efficient performance of services. While I certainly do not expect that you will find the legal representation by this firm to be in any way unsatisfactory, I do encourage you to discuss any problems or questions with me at any time.

For new clients, our firm requires a retainer payment at the outset of the engagement. Accordingly, we will require from you a payment in the amount of \$25,000 prior to the commencement of work on your behalf. The retainer will be maintained throughout the engagement and returned upon completion of our services. We reserve the right to apply the retainer to outstanding statements in the event your account falls into arrears, subject to replenishment of the retainer.

The firm charges for my services at the hourly rate of \$560, and for other lawyers in the firm at rates between \$335 to \$1000 per hour. Hourly rates for paralegals range from \$105 to \$210. The firm may change these rates in the future, in which case the new rates will apply to work done after your receipt of written notice from the firm of those rate changes. In addition, expenses advanced on your behalf or internal charges for administrative services (which may

**AKIN GUMP
STRAUSS HAUER & FELD LLP**
Attorneys at Law

Sir Allen Stanford
November 27, 2007
Page 2

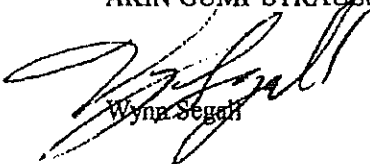
exceed our direct costs) are added to the statement rendered for the month in which such expenses or charges are recorded in our billing system.

Our standard practice is to bill on a monthly basis. This allows our clients to monitor both current and cumulative fees and expenses. We require that payment of statements be made within 10 days of receipt, and we may suspend or terminate any work in progress if timely payment is not made. We may also withdraw from the representation in a manner consistent with applicable ethical standards.

Attached to this letter is our Statement of Firm Policies (the "Statement") that will apply to our representation of you, provided that to the extent of a conflict between the terms of the Statement and the terms of this letter, the terms of this letter shall control. Please review these policies and let me know if you have any questions concerning them. If the terms described above and in the attached Statement of Firm Policies are satisfactory to you, please so indicate by signing the enclosed copy of this letter and returning the signed copy with the retainer check.

Sincerely,

AKIN GUMP STRAUSS HAUER & FELD LLP



Wynne Segall

Enclosures

AGREED:

CLIENT NAME

By: 

JULIE HODGE, SECRETARY on behalf of ANDREA STOELKER, PRESIDENT

Date: DECEMBER 3, 2007

EXHIBIT 2



December 3, 2007

Mr. Wynn Segall
Akin Gump Strauss Hauer & Feld LLP
Robert S. Strauss Building
1333 New Hampshire Avenue, N.W.
Washington, D.C. 20036-1564

Dear Mr. Segall,

We are pleased to confirm the engagement of your services for representation in connection with obtaining licensing as may be needed and other actions necessary to safeguard compliance with U.S. sanctions and other trade controls associated with its activities in an effort to have Cuba participate in the Stanford 20/20 Cricket Tournament held in Antigua, and enclosed the duly signed Engagement Letter.

The retainer amount was sent via wire transfer on Friday November 30, 2007.

Yolanda Suarez will remain your primary point person and we look forward to working very closely with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Hodge".

Julie Hodge

No. 11 Pavillion Drive, Coolidge, Antigua
Tel: 268-480-3551
Visit our website at www.stanford2020.com

APP. E

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

LAURA PENDERGEST-HOLT,
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CIVIL ACTION NO. 4:09-cv-03712

CERTAIN UNDERWRITERS AT
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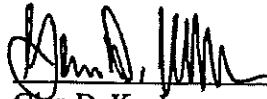
**DECLARATION OF GLEN KAPLAN IN SUPPORT OF CERTAIN
UNDERWRITERS AT LLOYD'S OF LONDON AND ARCH SPECIALTY
INSURANCE COMPANY'S EMERGENCY MOTION FOR
RECONSIDERATION OF ORDER OR, ALTERNATIVELY, MOTION FOR
PROTECTIVE ORDER**

I, Glen D. Kaplan, declare as follows:

- 1) My name is Glen D. Kaplan I am over the age of eighteen (18), of sound mind, and am fully capable of making this declaration. I have personal knowledge of all facts stated in this declaration, and all facts herein are true and correct. If called upon to do so, I am competent to testify to these facts.
- 2) I am Director of EDiscovery at Akin Gump Strauss Hauer & Feld, LLP ("Akin Gump").
- 3) I have searched Akin Gump's document management database for electronic documents related to Akin Gump's past engagements with Stanford Financial Group and its affiliates (the "Stanford Entities"). This search returned 405 electronic documents.
- 4) It will take a considerable amount of time to identify every email associated with Akin Gump's engagement with any Stanford Entity. Unlike the document management database, emails are not stored according to specific clients and matters. Therefore, in order to locate emails related to Akin Gump's engagement with any Stanford Entity, each attorney's emails must be searched for keywords.

- 5) Once the keyword search is completed, an attorney must review the emails to determine if they are relevant. The typical attorney accumulates tens-of-thousands of emails. The keyword search will typically reduce this number by 80%, and the average attorney can review 50 to 80 emails an hour.
- 6) I declare under penalty of perjury, under the laws of the United States of America, that the foregoing statements made in this declaration are true and correct.

Executed this 14th day of June, 2010, in Washington, D.C..



Glen D. Kaplan