

MARLENO, S

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 10-28-10

-----x
Anwar *et al.*,

Plaintiffs,

vs.

Fairfield Greenwich Limited, *et al.*,

Defendants.

This Document Relates To: All Actions
-----x

MASTER FILE
Civil Action No.: 09-CV-0118 (VM)

**STIPULATION DISMISSING COUNTS 9, 10, AND 11 OF THE SECOND
CONSOLIDATED AMENDED COMPLAINT AGAINST DEFENDANT GREGORY
BOWES**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned
counsel for parties in the above-captioned action, as follows:

1. Defendant Gregory Bowes ("Bowes") was properly served with the Second Consolidated Amended Complaint ("SCAC") on September 23, 2010.
2. The SCAC defines Bowes as a Fairfield Fee Claim Defendant.
3. At the time Bowes was served with the SCAC, the Court had already ruled on motions to dismiss filed by the other Fairfield Fee Claim Defendants. Because Bowes had not been served, he was not a party to those motions to dismiss. The Court dismissed causes of action for third-party beneficiary breach of contract (Count 9), constructive trust (Count 10), and mutual mistake (Count 11) against all of the Fairfield Fee Claim Defendants who filed motions to dismiss. The court did not dismiss the cause of action for unjust enrichment (Count 33) against the Fairfield Fee Claim Defendants who filed motions to dismiss.

4. Counts 9, 10, and 11 are dismissed against Mr. Bowes, on the same basis as they have already been dismissed against the other Fairfield Fee Claim Defendants. Count 33 is not dismissed.

5. Pursuant to prior stipulation among the parties, Bowes shall answer the SCAC on or before October 27, 2010.

6. By agreeing to this stipulation, Plaintiffs reserve their rights of amendment and appeal concerning Counts 9, 10, and 11, and Plaintiffs and Defendant do not waive and expressly preserve any and all claims and defenses they may have, except Plaintiffs waive any argument that Counts 9, 10, and 11 have not been dismissed against Mr. Bowes.

Dated: New York, New York
October 27, 2010

By: 

Bruce A. Baird
COVINGTON & BURLING LLP
1201 Pennsylvania Ave, NW
Washington, DC 20004
(202) 662-6000

Attorney for Gregory Bowes

Respectfully submitted,

By: 

Robert C. Finkel
James A. Harrod
E. Elizabeth Robinson
WOLF POPPER LLP
845 Third Avenue
New York, NY 10022
(212) 759-4600

David A. Barrett
Howard L. Vickery
BOIES SCHILLER & FLEXNER LLP
575 Lexington Avenue
New York, NY 10022
(212) 446-2300

Stuart H. Singer
Carlos M. Sires
Sashi Bach Borchow
BOIES SCHILLER & FLEXNER LLP
401 Eas Las Olas Boulevard, #1200
Ft. Lauderdale, FL 33301
(954) 356-0011

Christopher Lovell
Victor E. Stewart
LOVELL STEWART HALEBIAN
JACOBSON LLP
61 Broadway, Suite 501
New York, NY 10006
(212) 608-1900

*Interim Co-Lead Counsel for
Plaintiffs and Counsel for PSLRA Plaintiffs*

SO ORDERED.

Dated: New York, New York
October 28, 2010

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke.

The Honorable Victor Marrero
U.S.D.J.

A small, vertical handwritten mark or signature element, possibly a stylized letter or symbol, located below the judge's name.