

Anwar et al v. Fairfield Greenwich Limited et al

Doc. 1135

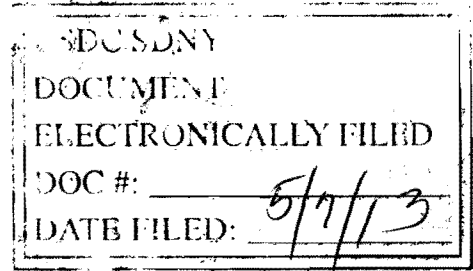
THE BRODSKY LAW FIRM, PL

RICHARD E. BRODSKY, ATTORNEY AT LAW

By fax to (212) 805-6382

May 7, 2013

Honorable Victor Marrero
United States District Judge
Daniel Patrick Moynihan U.S. Courthouse
500 Pearl Street
New York, New York 10007-1312



Re: **Anwar, et al. v. Fairfield Greenwich Limited, et al.,
09-cv-118(VM)(THK)**

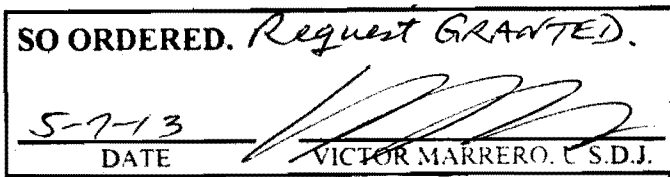
Dear Judge Marrero:

I write on behalf of my clients, Maridom Limited, Caribetrans, S.A., and Abbot Capital, Inc. (the "Maridom Plaintiffs"), Plaintiffs in one of the Standard Chartered Cases.

I hereby request leave to participate in tomorrow's 11:00 AM telephone conference concerning the effect of the recent Florida Supreme Court decision limiting the economic loss doctrine to product liability cases. I had neglected to remember that in my clients' previous request for leave to amend, I had included a proposed negligence count. While this Court did not refer to that request in its initial decision to deny leave to amend, *Anwar v. Fairfield Greenwich Ltd.*, No. 09-cv-118, 2012 WL 1415621 (S.D.N.Y. Apr. 13, 2012), it did so in denying our motion for reconsideration, 283 F.R.D. 193, 199 (2012) (holding amendment to add negligence count would be futile "as the Court has previously held that Florida's economic loss rule would bar claims of negligence arising from professional services governed by a contractual relationship."). I apologize for not having previously brought this matter to the Court's attention.

Thank you for your consideration of this letter.

Sincerely yours,



The Brodsky Law Firm, PL

Richard E. Brodsky
Richard E. Brodsky

cc: Counsel for Standard Chartered Defendants
Counsel for all Standard Chartered Plaintiffs

200 S. BISCAYNE BOULEVARD, STE. 1930 • MIAMI, FLORIDA 33131
WWW.THEBRODSKYLAWFIRM.COM
786-220-3328 • RBRODSKY@THEBRODSKYLAWFIRM.COM