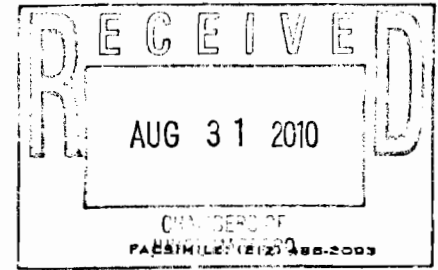


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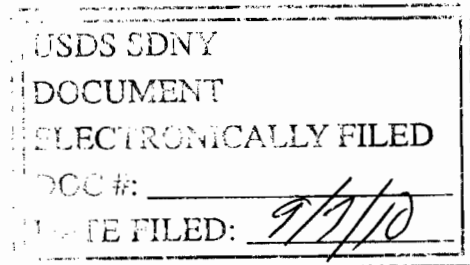
(212) 759-4600

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rfinkel@wolfpopper.com

August 31, 2010

By Facsimile (212) 805.6382

Honorable Victor Marrero
United States District Court
Southern District of New York
500 Pearl Street, Suite 660
New York, NY 10007

**Re: Anwar, et al., v. Fairfield Greenwich Limited, et al., 09-CV-00118 (VM)**

Dear Judge Marrero:

We are interim co-lead counsel for the *Anwar* plaintiffs in the above action. We write with respect to footnote 11 (page 43) of Your Honor's August 18, 2010 Decision and Order ("*Anwar II*") stating, with respect to defendant Gregory Bowes, that "[b]ecause neither Defendants nor Plaintiffs make mention of him, the Court will consider Gregory Bowes dismissed from this action."

Plaintiffs had deferred serving Mr. Bowes with the summons and Second Consolidated Amended Complaint ("SCAC") in this action, pending ongoing settlement discussions. For the reasons stated herein, we respectfully request permission to serve the summons and SCAC on Mr. Bowes at this time and to continue the litigation against him.

Bowes is identified in the SCAC as a "Fee-only Defendant" in paragraphs 146, 148 and 152 and is named in Count 9 for Third-Party Beneficiary Breach of Contract, Count 10 for Constructive Trust, Count 11 for Mutual Mistake, and Count 33 for Unjust Enrichment (SCAC ¶¶ 410-24, 566-72). There are no unique claims made against Bowes in the SCAC, and none of those claims are barred by any applicable statute of limitations. The Counts on which Bowes is named were addressed by the Court in *Anwar II*.

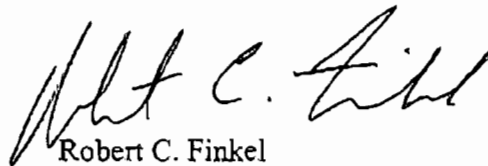
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Shortly after filing the September 29, 2009 SCAC, plaintiffs began to engage in settlement negotiations through counsel for defendant Bowes. In connection with those settlement negotiations, the parties entered into a tolling agreement that tolled all applicable statutes of limitation as well as the time for service of the summons and SCAC. We did not raise the matter with the Court at that time because we were concerned that bringing attention to settlement negotiations would encourage other potential claimants to name Bowes as a defendant. By the time those discussions failed to reach fruition, the parties had already briefed the motions to dismiss and plaintiffs believed it was preferable to defer service of the summons and SCAC pending resolution of those motions. We apologize for any inconvenience this may have caused the Court.

In light of the foregoing, plaintiffs submit that they have demonstrated "good cause for the failure" to serve the summons and SCAC within 120 days of filing of the SCAC and respectfully request permission to serve the summons and SCAC on Mr. Bowes within 30 days of the date of this letter. See FRCP 4m.


Respectfully,


Robert C. Finkel

RCF:rd

cc: All counsel of record

(By contemporaneous email transmission)

Request GRANTED. The time for plaintiffs to serve defendant Gregory Bowes in this action is extended to 9-30-10.	
SO ORDERED:	
9-6-10	
DATE	VICTOR MARRERO, U.S.D.J.