

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PASHA ANWAR, *et al.*,

Plaintiffs,

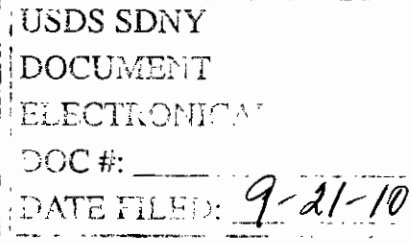
v.

FAIRFIELD GREENWICH LIMITED, *et al.*,

Defendants.

This Document Relates To: *Bhatia v. Standard Chartered International (USA) Ltd. et al.*, No. 09-CV-2410; *Tradewaves v. Standard Chartered International (USA) Ltd. et al.*, No. 09-CV-9423.

Master File No. 09-CV-118 (VM)



**AMENDED STATEMENT OF STANDARD CHARTERED
INTERNATIONAL (USA) LTD. AND STANDARD CHARTERED PLC**

WHEREAS, on March 16, 2009, plaintiffs Jitendra Bhatia, Gopal Bhatia, Kishanchand Bhatia, Jayshree Bhatia, and Mandakini Gajara (collectively, the "*Bhatia Plaintiffs*") filed a complaint against defendants Standard Chartered International (USA) Ltd. and Standard Chartered PLC ("*Defendants*") in this Court; and

WHEREAS, on September 18, 2009, the *Bhatia Plaintiffs* filed an amended complaint (the "*Bhatia Complaint*"); and

WHEREAS, on November 12, 2009, Tradewaves Ltd., Parasram Daryani, Neelam P. Daryani, Vika P. Daryani, Nikesh P. Daryani, Ashokkumar Damodardas Raipancholia, Dilip Damodardas Raipancholia, Rajeshkumar Damodardas Raipancholia, Kishu Nathurmal Uttamchandani, Prerna Vinod Uttamchandani, Rajendrakumar Patel, Vandna Patel,

Arjan Mohandas Bhatia, Kishin Mohandas Bhatia, Suresh M. Bhatia, Bharat Mohandas, and Aarvee Ltd. (collectively, the “*Tradewaves* Plaintiffs”) also filed a complaint against Defendants in this Court (the “*Tradewaves* Complaint”); and

WHEREAS, on March 11, 2010, Defendants moved to dismiss the *Bhatia* and *Tradewaves* Complaints in their entirety; and

WHEREAS, on September 14, 2010, the Court granted Defendants’ motion and dismissed the *Bhatia* and *Tradewaves* complaints based on binding forum selection clauses and the doctrine of *forum non conveniens*; and

WHEREAS, the Court ruled that the *Bhatia* and *Tradewaves* Plaintiffs must bring their claims against Defendants, if anywhere, in Singapore, not the United States; and

WHEREAS, in its Decision and Order dated September 14, 2010, the Court conditioned dismissal on Defendants’ submitting a statement expressing their consent to certain conditions;

NOW, THEREFORE, Defendants, by and through its undersigned counsel, hereby states the following:

1. As a condition of dismissal, the Court, in its Decision and Order dated September 14, 2010, required Defendants to “submit to the Court a statement expressing its consent that in the event plaintiffs in this action commence litigation in Singapore arising out of the circumstances and general claims asserted in this case, [Defendants] would accept service of process and the relevant tribunal’s exercise of personal jurisdiction over them, not assert any defenses based on statutes of limitations that would not be available to [Defendants] were the litigation of the action to proceed in this Court, and satisfy any final judgment rendered by a

Singapore court of competent jurisdiction in connection with such litigation of claims arising out of the events described in the complaint in this action.”


2. Defendants hereby express their consent to the conditions set forth above and in the Court’s Decision and Order dated September 14, 2010.

Dated: September 21, 2010
New York, New York

/s/ Sharon L. Nelles

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*Attorneys for Defendants Standard
Chartered International (USA) Ltd.
and Standard Chartered PLC*

SO ORDERED.	
<u>9-21-10</u>	
DATE	VICTOR MARRERO, U.S.D.J.