

MARLENO, S

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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

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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.

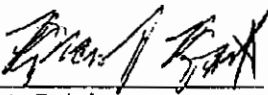
4. Counts 9, 10, and 11 are dismissed against Mr. Bowes, on the same basis as they have already been dismissed against the other Fairfield Fee Claim Defendants. Count 33 is not dismissed.

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

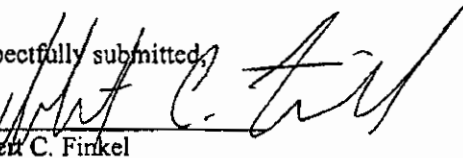
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Respectfully submitted,

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

**SO ORDERED.**

Dated: New York, New York  
October 28, 2010



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

