

Scheidlin, S.

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: _____ DATE FILED: <u>8/10/15</u>
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**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

<p><i>IN RE</i> METHYL TERTIARY BUTYL ETHER (MTBE) PRODUCTS LIABILITY LITIGATION</p> <p>This document relates to:</p> <p><u>Commonwealth of Puerto Rico, et al.</u> <u>v. Shell Oil Company, et al.</u> USDC-SDNY 14-01014 (SAS); USDC-PR 13-01678 (CCC)</p>	<p>Master File No: 1:00-ev-1898 MDL 1358 (SAS)</p>
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**NOTICE OF VOLUNTARY DISMISSAL WITHOUT
PREJUDICE UNDER FED. R. CIV. P. 41(a)(1) AND JOINT
STIPULATION AS TO HARTREE PARTNERS, LP**

TO THE HONORABLE COURT:

WHEREAS, on December 26, 2013, Plaintiff, the Commonwealth of Puerto Rico and Commonwealth of Puerto Rico through the Environmental Quality Board ("Plaintiff"), served Hartree Partners, LP, formerly known as Hess Energy Trading Company, LLC, ("Hartree") with the First Amended Complaint in the case styled Commonwealth of Puerto Rico, et al. v. Shell Oil Company, et al., USDC-PR 13-01678 (CCC), filed in the U.S. District Court for the District of Puerto Rico, and transferred to MDL 1358 in the Southern District of New York, USDC-SDNY 14-01014 (SAS) (the "Action");

WHEREAS, Michael Strong, Operations Manager, executed a Declaration on June 16, 2015 ("Strong Declaration");

IT IS HEREBY NOTICED THAT this Action as to Hartree is dismissed, without prejudice, pursuant to Fed. R. Civ. P. 41(a)(1); and

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned parties, that:

1. Hartree shall respond to any third party subpoenas in compliance with applicable law.

2. Plaintiff shall have the right to reinstate the Action against Hartree if any of the statements made in the Strong Declaration prove to be untrue in a material way.

3. Hartree agrees to waive all timeliness defenses, including, but not limited to, prescription, statute of limitations, repose, laches, estoppel, or waiver defenses (including res judicata or issue preclusion), that it may have as a result of this voluntary dismissal of the claims included in the First Amended Complaint in the Action, to the extent such timeliness defense was not available as of the filing of the original Complaint or the First Amended Complaint, as applicable, in the event of the following:

- a. Plaintiff finds any evidence that Hartree has supplied, imported, refined and/or distributed MTBE and/or gasoline where MTBE was detected/detectable into or within Puerto Rico; or
- b. Plaintiff finds any evidence that Hartree is responsible for contamination of the waters of the Commonwealth of Puerto Rico by MTBE.

4. This Notice of Voluntary Dismissal and Joint Stipulation is not intended to affect any claims by or against any parties other than Plaintiff and Hartree.

5. This Notice of Voluntary Dismissal and Joint Stipulation is not intended to waive any additional defenses not waived pursuant to paragraph 3 that Hartree may have in case the Action is reinstated in accordance with paragraphs 2 and 3 above.

6. Plaintiff and Hartree agree that the covenants under this Notice of Voluntary Dismissal and Joint Stipulation constitute adequate and sufficient consideration.

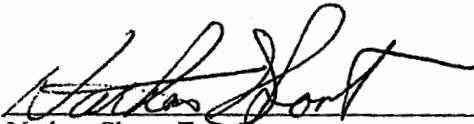
7. This Notice of Voluntary Dismissal and Joint Stipulation contains the entire agreement between Plaintiff and Hartree, and no statements, promises, or conditions made by any party or agent of any party to this Notice of Voluntary Dismissal and Joint Stipulation that is not contained herein shall be valid or binding.

8. This Notice of Voluntary Dismissal and Joint Stipulation may not be modified except by written agreement signed by Plaintiff and Hartree.

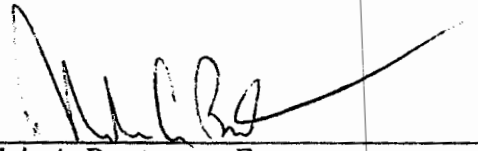
9. This Notice of Voluntary Dismissal and Joint Stipulation shall be governed by the laws of the Commonwealth of Puerto Rico.

The undersigned representatives of Plaintiff and Hartree certify that they are fully authorized to enter into the terms and conditions of this Notice of Voluntary Dismissal and Joint Stipulation, and to execute and bind such parties to this Notice of Voluntary Dismissal and Joint Stipulation.

Dated: August 5, 2015



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SO ORDERED:



U.S.D.J.

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8/6/15