

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE METHYL TERTIARY BUTYL  
ETHER ("MTBE") PRODUCTS LIABILITY  
LITIGATION

This document relates to:

New Jersey Department of  
Environmental Protection, et al.  
v. Atlantic Richfield Co.,  
et al.,

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:  
Master File No.  
1:00-1898  
MDL 1358 (VSB)  
Civil Action No. 08-Civ.  
00312

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:  
STIPULATION RELATED TO  
SETTLEMENT as to GETTY  
PETROLEUM MARKETING,  
INC.; LUKOIL AMERICAS  
CORPORATION individually  
and as f/k/a, d/b/a  
and/or successor in  
liability to Getty  
Petroleum Marketing  
Inc., Lukoil North  
America LLC and/or  
Lukoil Oil Company;  
LUKOIL NORTH AMERICA  
LLC, individually and as  
f/k/a, d/b/a and/or  
successor in liability  
to Getty Petroleum  
Marketing, Inc., Lukoil  
Americas Corporation  
and/or OAO Lukoil;  
LUKOIL OIL COMPANY,  
a/k/a OAO Lukoil a/k/a  
Public Joint Stock  
Company Oil Company  
LUKOIL a/k/a/PJSC Oil  
Company Lukoil,  
individually and as  
f/k/a, d/b/a and/or  
successor in liability  
to Getty Petroleum  
Marketing Inc., Lukoil  
Americas Corporation  
and/or Lukoil North

America LLC; LUKOIL PAN  
AMERICAS, LLC ONLY

\_\_\_\_\_ :

VERNON S. BRODERICK, U.S.D.J.:

WHEREAS plaintiffs and defendants GETTY PETROLEUM MARKETING, INC. ("GPMI"), LUKOIL AMERICAS CORPORATION individually and as f/k/a, d/b/a and/or successor in liability to Getty Petroleum Marketing Inc., Lukoil North America LLC and/or Lukoil Oil Company; LUKOIL NORTH AMERICA LLC, individually and as f/k/a, d/b/a and/or successor in liability to Getty Petroleum Marketing, Inc., Lukoil Americas Corporation and/or OAO Lukoil; LUKOIL OIL COMPANY, a/k/a OAO Lukoil a/k/a Public Joint Stock Company Oil Company LUKOIL a/k/a/PJSC Oil Company Lukoil, individually and as f/k/a, d/b/a and/or successor in liability to Getty Petroleum Marketing Inc., Lukoil Americas Corporation and/or Lukoil North America LLC; and LUKOIL PAN AMERICAS, LLC entered into a settlement agreement (the "Lukoil/GPMI Settlement")<sup>1</sup> that is being submitted to this Court for approval; and

<sup>1</sup>The Parties agree that the entities are correctly identified in the Judicial Consent Order which is intended to include LUKOIL AMERICAS CORPORATION ("LAC"); LUKOIL NORTH AMERICA LLC ("LNA"); OAO LUKOIL ("OAO LUKOIL") n/k/a PUBLIC JOINT STOCK COMPANY OIL COMPANY LUKOIL ("PJSC LUKOIL"); and LUKOIL PAN AMERICAS, LLC ("LPA") (each of LAC, LNA, PJSC LUKOIL and LPA referred to hereinafter collectively as "the Lukoil Defendants").

WHEREAS certain non-settling defendants have previously objected to the settlement in this case between defendant CITGO Petroleum Corporation and plaintiffs; and

WHEREAS the Court denied the motion to approve the settlement between CITGO Petroleum Corporation and plaintiffs;

THEREFORE, in response to the Court's decision and the previous objections of the non-settling defendants, plaintiffs stipulate and agree as follows:

1. Plaintiffs agree to reduce any judgment, and if necessary, agree not to seek to collect or to collect in this litigation, captioned *New Jersey Department of Environmental Protection v. Atlantic Richfield Co.*, MDL 1358, 08 Civ. 00312 (S.D.N.Y.), or in any subsequent judicial, administrative or other action that arises as a result of the claims asserted in this litigation, any portion of any judgment under the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 to -23.24 ("Spill Act"), that is allocated by the fact finder in this action to GPMI or the Lukoil Defendants based on their percentage of relative fault. Plaintiffs further agree that in any trial of this action, the trier of fact shall determine GPMI's and the Lukoil Defendants' percentage of relative fault for Spill Act claims in the same manner and in the same form of trial verdict as for common law claims

and as for all other defendants, as if GPMI and the Lukoil Defendants had remained non-settling defendants.

2. Except as provided in paragraph 1 above, this Stipulation is strictly limited to the Lukoil / GPMI Settlement in this litigation and in no other way limits or reduces the liability of any responsible party.

3. This Stipulation is expressly contingent and effective only upon the approval by the Court of the Lukoil /GPMI Settlement.

COHN LIFLAND PEARLMAN  
HERRMANN & KNOPF LLP

Special Counsel to the  
Attorney General

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW  
JERSEY

BY: \_\_\_\_\_  
Leonard Z. Kaufmann,  
A Member of the Firm  
DATE:

BY: \_\_\_\_\_  
Gwen Farley,  
Deputy Attorney General  
DATE:

SO ORDERED:

\_\_\_\_\_  
HON. Vernon S. Broderick, U.S.D.J.  
DATE: