

IN THE SUPREME COURT OF THE UNITED STATES

CITGO ASPHALT REFINING COMPANY; CITGO PETROLEUM CORPORATION;
CITGO EAST COAST OIL CORPORATION,

Petitioners,

v.

FRESCATI SHIPPING COMPANY, LTD.; TSAKOS SHIPPING & TRADING, S.A.;
AND UNITED STATES,

Respondents.

**MOTION FOR LEAVE TO DISPENSE WITH THE
REQUIREMENT OF A JOINT APPENDIX**

Pursuant to Rules 21 and 26.8 of the Rules of this Court, petitioners CITGO Asphalt Refining Company; CITGO Petroleum Corporation; and CITGO East Cost Oil Corporation respectfully move for leave to dispense with the requirement of a joint appendix in the above-captioned case. Counsel for respondents Frescati Shipping Company, Ltd., et al. and the United States have authorized undersigned counsel to state that they concur in this motion.

The question presented in this case is whether a safe berth clause in a voyage charter contract imposes strict liability or a duty of due diligence. The appendix to the petition for certiorari includes all of the lower court opinions. The contract and related documents will be included in an appendix to petitioners' brief. The parties do not believe that any other portion of the record merits special attention that

warrants the preparation and expense of a joint appendix. Thus, a separate joint appendix would not materially assist in the Court's consideration of this case. For the foregoing reasons, the motion to dispense with the requirement of a joint appendix should be granted.

Respectfully submitted,

/s/ Carter G. Phillips

CARTER G. PHILLIPS *
SIDLEY AUSTIN LLP
1501 K Street, N.W.
Washington, D.C. 20005
(202) 736-8000
cphillips@sidley.com

** Counsel of Record
Counsel for Petitioners*

June 19, 2019