

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

RURAL ROUTE 3 HOLDINGS, L.P.,

Plaintiff,

v.

PATRICK A.P. DE MAN,

Defendant.

Case No.: 3:17-cv-01948

NOTICE OF VOLUNTARY DISMISSAL

TO THE HONORABLE COURT:

COME NOW Plaintiff Rural Route 3 Holdings, L.P. (“RR3”), through its undersigned legal counsel, and respectfully states and requests as follows:

1. On August 21, 2017, the RR3 and Defendant Patrick A. P. de Man (“Mr. de Man”) (RR3 and Mr. de Man are jointly referred to as the “Parties”) filed a *Joint Stipulation Requesting Stay of Proceedings and Extension of TRO (DKT. #20)* (“*Joint Stipulation*”), whereby they informed this Honorable Court having reached an agreement to settle this dispute and requested a stay of the proceedings until August 25, 2017, in order to finalize the settlement documents. See, Docket No. 30. This Honorable Court granted said *Joint Stipulation* through Order at Docket No. 31.

2. On August 25, 2017, the Parties filed a *Joint Motion Submitting Settlement Agreement in Compliance with Court Order (Docket No. 31)* (“*Joint Motion Submitting Settlement Agreement*”) to which they attached the executed Settlement Agreement. See, Docket No. 32.

3. On August 28, 2017, this Honorable Court entered an *Order* holding the *Joint Motion Submitting Settlement Agreement* in abeyance and ordering the Parties either to produce a consent judgment or to submit a notice of voluntary dismissal pursuant to Fed.R.Civ.P. 41. See, Docket No. 35.

4. In compliance with this Court's *Order* at Docket No. 35, Plaintiff hereby respectfully notifies this Honorable Court its determination to dismiss with prejudice, and without the imposition of costs or attorneys' fees to any of the Parties, the *First Amended Complaint* in the instant case, pursuant to Fed.R.Civ.P. 41(a)(1)(A)(i); providing that this Court shall retain jurisdiction to enforce the *Settlement Agreement* at Docket No. 32-1.

WHEREFORE, Rural Route 3 Holdings, L.P. and Patrick A. P. de Man respectfully request that the Honorable Court (1) take note of the foregoing, (2) enter Judgment dismissing with prejudice all claims filed in the instant case, without the imposition of costs or attorneys' fees, and (3) retain jurisdiction to enforce the *Settlement Agreement* at Docket No. 32, Exhibit I.

RESPECTFULLY SUBMITTED

In San Juan, Puerto Rico, this 24th day of October, 2017.

O'NEILL & BORGES LLC

Attorneys for Plaintiff

250 Muñoz Rivera Avenue, Suite 800

San Juan, PR 00918-1813

Tel: (787) 764-8181

Fax: (787) 753-8944

By: *s/ Alfredo F. Ramírez-Macdonald*

Alfredo F. Ramírez-Macdonald

USDC No. 205208

E-mail: alfredo.ramirez@oneillborges.com

By: s/ Ana Margarita Rodríguez-Rivera
Ana Margarita Rodríguez-Rivera
USDC No. 227503
E-mail: ana.rodriquez@oneillborges.com

By: s/ Arturo L.B. Hernández-González
Arturo L.B. Hernández-González
USDC No. 304601
E-mail: arturo.hernandez@oneillborges.com

and

BARNES & THORNBURG LLP

Attorneys for Plaintiff

11 South Meridian Street

Indianapolis, IN 46204-3535

Tel: (317) 231-7748

Fax: (317) 231-7433

By: s/ T. Joseph Wendt

T. Joseph Wendt

E-mail: Joseph.Wendt@btlaw.com