

ARCHER & GREINER  
A Professional Corporation  
One Centennial Square  
P.O. Box 3000  
Haddonfield, NJ 08033-0968  
(856) 795-2121

BY ROBERT T. LEHMAN, ESQUIRE

GABLEGOTWALS  
1100 ONEOK Plaza  
100 West Fifth Street  
Tulsa, OK 74103-4217  
(918) 595-4990

BY OLIVER S. HOWARD, ESQUIRE  
DAVID L. BRYANT, ESQUIRE  
SCOTT R. ROWLAND, ESQUIRE

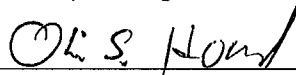
Attorneys for Defendant Occidental Chemical Corporation

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, and THE ADMINISTRATOR OF THE NEW JERSEY SPILL COMPENSATION FUND,	:	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: ESSEX COUNTY DOCKET NO. ESX-L-9868-05 (PASR) CIVIL ACTION
	:	<b>DEFENDANT OCCIDENTAL CHEMICAL CORPORATION'S</b>
Plaintiffs,	:	<b>ANSWERS AND OBJECTIONS TO DEFENDANTS REPSOL YPF, S.A., YPF, S.A., YPF HOLDINGS, INC. AND CLH HOLDINGS, INC.'S ("NON-RESIDENT DEFENDANTS") FIRST SET OF INTERROGATORIES TO DEFENDANT OCCIDENTAL CHEMICAL CORPORATION</b>
v.	:	
OCCIDENTAL CHEMICAL CORPORATION, TIERRA SOLUTIONS, INC., MAXUS ENERGY CORPORATION, REPSOL YPF, S.A., YPF, S.A., YPF HOLDINGS, INC. and CLH HOLDINGS, INC.,	:	
Defendants.	:	<b>DATED DECEMBER 23, 2009</b>

TO: **DEFENDANTS REPSOL YPF, S.A., YPF, S.A., YPF HOLDINGS, INC., AND CLH HOLDINGS, INC.** (“REPSOL DEFENDANTS”), by and through their attorneys of record in this action.

Defendant Occidental Chemical Corporation (“Occidental”) answers and objects to the First Set of Interrogatories served by Defendants Repsol YPF, S.A., YPF, S.A., YPF Holdings, Inc. and CLH Holdings, Inc. (the “Repsol Defendants”) on September 11, 2009, as follows.

Dated: December 23, 2009

By:   
Robert T. Lehman  
Young “Phil” Cha  
ARCHER & GREINER, P.C.  
One Centennial Square  
Haddonfield, New Jersey 08033-0968  
T: 856-795-2121  
F: 856-795-0574

and

Oliver S. Howard  
David L. Bryant  
Scott R. Rowland  
GABLEGOTWALS  
1100 ONEOK Plaza  
100 West Fifth Street  
Tulsa, Oklahoma 74103-4217  
T: 918-595-4800  
F: 918-595-4990

**Attorneys for Defendant,  
Occidental Chemical Corporation**

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of Defendant Occidental Chemical Corporation's Answers and Objections to Defendants Repsol YPF, S.A., YPF, S.A., YPF Holdings, Inc. and CLH Holdings, Inc. ("Non-Resident Defendants") First Set of Interrogatories to Defendant Occidental Chemical Corporation, was served via email and United States mail to the following counsel of record listed below, and via sFile to other counsel of record on December 23, 2009.

John F. Dickinson, Jr.  
Anne Milgram  
ATTORNEY GENERAL OF NEW JERSEY  
Richard J. Hughes Justice Complex  
25 Market Street  
PO Box 093  
Trenton, NJ 08625-0093  
Email: john.dickinson@dol.lps.state.nj.us

Richard Godfrey  
Mark Lillie  
Andrew Kassof  
James N. Nowacki  
KIRKLAND & ELLIS LLP  
200 East Randolph Drive  
Chicago, IL 60601-6636  
Email: rgodfrey@kirkland.com  
mlillie@kirkland.com  
akassof@kirkland.com  
james.nowacki@kirkland.com

Michael Gordon  
Kelly-Ann Pokrywa  
Special Counsel to the Attorney General  
GORDON & GORDON  
505 Morris Ave.  
Springfield, NJ 70801  
Email: gordonlaw7@aol.com  
Kelesq@hotmail.com

Michele R. Blythe  
ANDREWS KURTH LLP  
Waterway Plaza Two  
10001 Woodloch Forest Drive  
The Woodlands, TX 77380  
Email: micheleblythe@andrewskurth.com

William J. Jackson  
John D.S. Gilmour  
Victor L. Cardenas, Jr.  
Scott Coye-Huhn  
Michael W. Dobbs  
Special Counsel to the Attorney General  
JACKSON GILMOUR & DOBBS, PC  
3900 Essex Lane, Suite 700  
Houston, Texas 77027  
Email: bjackson@jgdpc.com  
jgilmour@jgdpc.com  
vcardenas@jgdpc.com  
scoye-huhn@jgdpc.com  
mdobbs@jgdpc.com

Ileana Blanco  
Christine Ponig  
DLA PIPER US LLP  
600 Travis St. Suite 1700  
Houston, TX 77002-3009  
Email: ileana.blanco@dlapiper.com  
christina.ponig@dlapiper.com

Charles M. Crout  
ANDREWS KURTH LLP  
1350 I Street NW, Suite 1100  
Washington, D.C. 20005  
Email: ccrout@andrewskurth.com

William L. Warren  
Thomas E. Starnes  
Ross A. Lewin  
Lori A. Mills  
DRINKER BIDDLE & REATH LLP  
105 College Road East, Suite 300  
Princeton, NJ 08542-6500  
Email: william.warren@dbr.com  
thomas.starnes@dbr.com  
ross.lewin@dbr.com  
lori.mills@dbr.com

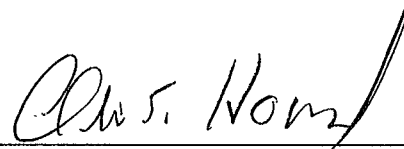
Marc J. Gross  
Jeffrey Sirot  
Gregg H. Hilzer  
Mark H. Sobel  
GREENBAUM, ROWE, SMITH & DAVIS  
LLP  
75 Livingston Avenue, Suite 301  
Roseland, NJ 07068-3701  
Email: mgross@greenbaumlaw.com  
jsirot@greenbaumlaw.com  
ghilzer@greenbaumlaw.com

Domenick Carmagnola  
CARMAGNOLA & RITARDI, LLC  
60 Washington Street  
Morristown, NJ 07960  
973-267-4445  
Fax: 973-267-4456  
Email: dcarmagnola@cr-law.net

Michael T. Hannafan  
Blake T. Hannafan  
HANNAFAN & HANNAFAN, LTD  
One East Wacker Drive, Suite 2800  
Chicago, IL 60601  
312-527-0055  
Fax: 312-527-0220  
Email: mth@hannafanlaw.com  
bth@hannafanlaw.com

Carlton T. Spiller  
Ellen A. Silver  
GREENBAUM, ROWE, SMITH & DAVIS LLP  
99 Wood Avenue South  
Iselin, NJ 08830-2712  
732-549-5600  
Fax: 732-549-1881  
Email: cspiller@greenbaumlaw.com  
esilver@greenbaumlaw.com  
msobel@greenbaumlaw.com

Joseph A. Patella  
Andrews Kurth LLP  
450 Lexington Avenue  
New York, NY 10017  
212-850-2800  
Fax: 212-850-2929  
Email: josephpatella@andrewskurth.com



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Oliver S. Howard

**OCcidental'S PRELIMINARY STATEMENT  
AND GENERAL OBJECTIONS**

All of Occidental's responses to the discovery requests being answered are subject to the following, in addition to any and all objections stated in Occidental's answer or response to any particular request below:

A. Solely for ease of reference, Occidental is attaching the definitions and instructions set forth in the discovery request being answered. Occidental objects to such definitions and instructions to the extent that:

(1) the definitions or instructions are inconsistent with any applicable statutes, regulations, laws, legal precedents, or the terms of any applicable agreements or other legal documents;

(2) the definitions or instructions seek to impose on Occidental obligations that exceed the requirements of the New Jersey Rules of Court; and/or

(3) the definitions are overly broad or inclusive, and presume or assume unproven assertions of fact or law.

B. Occidental objects to any and all requests to the extent they seek or may be interpreted to seek disclosure of information not within the scope of R. 4:10-2(a) or not within the scope of what is permitted under any applicable Case Management Order entered in this case, and Occidental reserves all rights to contest any such matters in any other context or proceeding where they may be relevant.

C. Occidental objects to any and all requests to the extent they seek or may be interpreted to seek disclosure of any information which (1) is subject to the attorney-client privilege; (2) is covered by the "work product" doctrine; (3) is subject to the self-critical analysis privilege; (4) is subject to the required reports privilege; (5) is subject to a joint defense or common interest privilege; (6) was generated in anticipation of litigation or for trial by or for Occidental or any representatives of Occidental including attorneys, consultants or agents; (7) relates to the identity or opinions of consultants or experts who have been retained or specially employed in anticipation of litigation and who are not expected to be called as witnesses at trial; (8) is protected as a trade secret; (9) is subject to a protective order or confidentiality order or agreement which was entered or made in another matter, to the extent the same prevents disclosure in this matter; and/or (10) is otherwise privileged, protected from disclosure, or beyond the scope of discovery under applicable rules and laws. Occidental does not intend to disclose or produce any such information in response to the request being answered, and the following responses should be read accordingly. Any disclosure of information which is privileged or otherwise protected from disclosure is inadvertent, and all rights to demand return and/or destruction of any such information are reserved.

D. Occidental objects to any requests to the extent they exceed the maximum number of requests allowed by applicable rules, laws, orders or agreements of the parties, and to the extent they are duplicative and overlapping.

E. Occidental objects to the propounding parties' requests insofar as they seek a proposition of law and/or the formulation of a legal theory, or seek contentions regarding factual matters as to which essential discovery is incomplete. Occidental's current responses to such requests necessarily cannot present all information Occidental may ultimately discover and utilize or rely upon in this matter. Occidental thus reserves all rights to supplement or amend its responses in accordance with applicable rules, laws, orders or agreements of the parties, if and when circumstances may warrant.

### **OCCIDENTAL'S ANSWERS AND OBJECTIONS**

**Interrogatory No. 1:** Identify each person likely to have information relevant to the allegations in your Answer, Affirmative Defenses and Crossclaims to Plaintiffs' Second Amended Complaint (include in your answer to this Interrogatory each fact witness having any knowledge of the allegations in the your Answer, Affirmative Defenses and Crossclaims to Plaintiffs' Second Amended Complaint) and state the specific nature and substance of the knowledge that you believe the person may have.

**Response To Interrogatory No. 1:** In response to this interrogatory, Occidental refers the Repsol Defendant to the individuals identified in disclosures previously submitted by the parties in this case:

1. 9/27/06 Defendants' Rule 26(a)(1) Initial Disclosures (Tierra, Maxus and Occidental);
2. 9/27/06 Plaintiffs' Initial Disclosures Under Rule 26 of the Federal Rules of Civil Procedure;
3. 9/27/06 Defendants' Rule 26(a) Disclosures (YPF, S.A., YPF, S.A., YPF Holdings, Inc., and CLH Holdings, Inc.);
4. 2/17/09 Plaintiffs' Supplement to Their Initial Disclosures Previously Filed in District Court Pursuant to Rule 26 of The Federal Rules of Civil Procedure;
5. 2/17/09 Maxus Energy Corporation's and Tierra Solutions, Inc.'s Amended Initial Disclosures;
6. 2/17/09 Defendant Occidental Chemical Corporation's Initial Disclosures Pursuant to Case Management Order III;
7. 2/17/09 Defendants' Supplemental Disclosures Pursuant to Case Management Order III (Repsol YPF, S.A., and YPF, S.A.); and
8. 2/17/09 Supplemental Disclosures of Defendants YPF Holdings, Inc. and CLH Holdings, Inc.

In addition to the individuals identified in these disclosures, Occidental currently believes that the following individuals are likely to have information relevant to the allegations in Occidental's Answer, Affirmative Defenses and Crossclaims to Plaintiffs' Second Amended Complaint:

**Officers and/or employees of Occidental (or its affiliates).** The following persons are current or former employees and/or officers of Occidental or its affiliates, who may be contacted through the undersigned counsel. These individuals may have knowledge of some or all of the following: the negotiations of relevant portions of the SPA; the SPA parties' intention with respect to indemnification matters at issue in this action; historical operations relating to the Lister Site; Maxus' assessment of its environmental liabilities, including matters relating to the Lister Site; Maxus' performance of its SPA indemnity obligations on matters relating to the Lister Site; and the lawsuit styled *Diamond Shamrock Chemicals Co. v. Aetna*.

Barnhouse, Ken

Cain, Joseph T.

Casriel, R. B.

Cicccone, Karen Palladino

Imbach, Cindi R.

King, Scott A.

Malveaux, Deborah

Nanos, John

Parigi, Frank

Parise, Steve

Romanelli, Frank H.

Vaill, Edward E.

**Individuals associated with Repsol/YPF/Maxus or their affiliates.** Based on Occidental's inquiry to date, the following persons appear to be current or former officers, directors, employees, or agents of Repsol, YPF, Maxus, or their predecessors or affiliates. These individuals may have knowledge of, *inter alia*, some or all of the following: the negotiations of relevant portions of the SPA; the SPA parties' intention with respect to indemnification matters at issue in this action; historical operations relating to the Lister Site; Maxus' assessment of its environmental liabilities, including matters relating to the Lister Site; Maxus' performance of its SPA indemnity obligations

on matters relating to the Lister Site; the lawsuit styled *Diamond Shamrock Chemicals Co. v. Aetna*; the use and/or transfer of Maxus' assets to the detriment of Occidental; the interrelationship between Repsol, YPF, Maxus and their affiliates, including, but not limited to, their status as alter egos of one another; and Maxus' failure to provide an adequate defense of Occidental in this matter. Occidental does not know the contact information for these individuals but assumes they may be contacted through counsel for Repsol, YPF, or Maxus.

Abele, W. L.

Aboy, Oscar

Abraham, Anita

Alcala, Grace

Alcubierra, Angel

Alegretta, Antonio

Allende, Martin Paez

Amarilla, Rosa G.

Andrews, Craig

Arteta, Jose Maria Perez

Babcock, Lynn W.

Bacon, Michelle L.

Barnes, J. David

Barron, Michael J.

Becker, Bob

Becker, Ken

Beene, C. David

Belloni, Anibal Guillermo

Bennett, Vincent F.

Blackwell, Sue

Blanco, Augustine



Blanco, Tomas Garcia  
Blejer, Mario  
Boukhris, Maitre Mohammed Raouf  
Bugallo, Jose  
Burchiel, B. Clark  
Cameron, Daniel  
Carrasco, Sylvana  
Casriel, R. B.  
Cataldi, Ariel  
Cerutti, M. G.  
Clinton, J. R.  
Cortina, Alfonso  
Cramer, Shirley  
Crespi, Juan Carlos  
Crowell, Steven G.  
Dacomo, Mauro Renato Jose  
Dasso, Fernando  
de Luca, Joao Carlos  
Del Amo, Pablo  
Diaz, Rodolfo Alejandro  
Dice, Bruce B.  
Dilernia, Nicolas  
Domeniconi, Hector A.  
Dugas, Paul  
Elzner, Deborah

Endicott, John  
Eskenazi, Enrique  
Eskenazi, Sebastian  
Fernandez, Nestor  
Ferne, Francis E.  
Finnie, Shaun M.  
Flynn, Jose Richards  
Font Estrany, Savador  
Fortin, Valerie  
Forwood, Walter Cristian  
Gallego, Jose Manuel  
Garcia, Maria A.  
Garrote, Eduardo Angel  
Gavito, Julio  
Gaynor, Kevin  
Giacomel, Remigio  
Gompf, Henry  
Gottschalk, Robert C.  
Guiscardo, Marcelo  
Gulledge, Allen  
Hall, Charles W.  
Harshman, R. Brent  
Hay, Raymond  
Imbach, Cindi R.  
Jimenez Lopez, Carlos

Johnshon, Clark A.  
Jordan, David E.  
Katterhagen, Edward  
Kelm, Donald L.  
Kerr, Darrell  
Kimbell, John T.  
Lau, Bill  
Leavitt, Jeffrey  
Lesch, Carlos  
Letemendia, Ignacio  
Lewis, Scott R.  
Linck, Kathleen  
Llurba, Mateo  
Luchetta, Alejandro  
Luder, Italo A.  
Manning, Bayless A.  
Marasca, Ruben  
Martini, Hugo  
Maycotte, Raul Fortunato Cardoso (Raul Fortunato Maycotte Cardoso)  
McWilliams, Albert T.  
Mearns, Edward A.  
Middlebrook, McCarter  
Miller, Ed  
Miranda, Juan Carlos

Moran, Ignacio Cruz  
Morat, Julio C.  
Murillas, Joseba  
Murphy, Richard W.  
Murr, Austin  
Nehme, Nabil J.  
Neiderer, Rudy  
Nemalceff, Pedro  
Noblia, Norberto  
Obrador, Gabriel  
O'Hara, James T.  
Oreste, Raul H.  
Ott, C. J.  
Perkins, Patricio  
Perna, Gerardo  
Petazze, Edwardo  
Piqueras, Rafael  
Pourteau, Enrique  
Prol, Luis A.  
Rattia, Aquiles  
Rea, Walter Martin Anez  
Resumil, Sergio  
Rodriguez, Juan A.  
Roig, Oscar  
Roldan, Francisco

Rueda, Alberto (Alberto Rueda Garcia)  
Saez, Antonio Gomis (Antonio Gomis Saez)  
Saggese, Oscar  
Sahlberg, Jeffrey L.  
Saront, Tamara Ana P.  
Saucedo, Maria Selenita Cespedes  
Schmid, John  
Schneider, Ernst  
Schwartz, Margie  
Sealy, Shane  
Smith, D. L.  
Storey, Matias Eskenazi (Matias Eskenazi Storey)  
Sturzenegger, Federico  
Van Horn, D. G.  
Wilson, Greg  
Woodward, R. Steven

**Interrogatory No. 2:** Identify each person whom you intend to use as an expert witness at trial, at any evidentiary hearing, or in support of or in opposition to any motion in the case, a summary of the proposed expert's educational background and employment history, and a detailed explanation of the substance of the opinions to be provided by the proposed expert.

**Response To Interrogatory No. 2:** Occidental will provide the information required by the New Jersey Rules of Court pursuant to the schedules established in this matter.

**Interrogatory No. 3:** State each item of damage that you claim against Repsol, YPF, YPFH, or CLHH and include in your answer:

- (a) the claim or defense to which the item of damages relates;

(b) the transaction that you contend gives rise to such damages including the parties to the transaction, the assets involved in the transaction, the amounts paid in the transaction, and the facts you contend support your claim for damages based on the transaction;

(c) the category into which each item of damages falls, i.e., general damages, special damages or consequential damages, interest, and any other relevant categories;

(d) the factual basis for each item of damages;

(e) the amount of such damages for each alleged transaction and claim; and

(f) an explanation of how you computed each item of damages for each alleged transaction and claim, including any mathematical formula used.

**Response To Interrogatory No. 3:** Occidental objects to this interrogatory because it is premature in that the vast majority of the information necessary to answer this interrogatory remains in the possession, custody and control of the Repsol Defendants. After the Repsol Defendants' production of responsive documents and after Occidental has been given an opportunity to depose the necessary witnesses on these topics and to complete any other necessary discovery, Occidental will supplement this response to the extent required.

This question is also improper because in asking whether damages are general, special, or consequential, the Repsol Defendants seek a legal conclusion.

To the extent that Occidental will rely on experts in computing damages, Occidental will provide required information concerning its experts in accordance with the schedules established in this litigation.

This interrogatory is also unduly burdensome because it seeks information that may be found in documents produced (or yet to be produced) in this litigation and the burden of deriving or ascertaining the information from the documents is substantially the same for the Repsol Defendants and Occidental.

Without waiving objections, Occidental answers that its damages consist of all legal fees and costs incurred by Occidental in connection with this litigation including, but not limited to, expert fees, travel expenses, and other incidental costs, as well as money, if any, paid by Occidental to Plaintiffs as a result of this litigation (including the interest on all of those amounts). These damages relate to the Cross-Claims set forth in Occidental's Answer, Affirmative Defenses and Cross-Claims to Plaintiffs' Second Amended Complaint.

**Interrogatory No. 4:** Identify all assets that you contend were allegedly transferred by Repsol in 2001, as set forth in Crossclaim ¶ 79 of your Answer, Affirmative Defenses and Crossclaims to Plaintiffs' Second Amended Complaint, and, for each asset, identify:

(a) the nature of the asset;

(b) the date of the transfer;

(c) the company that acquired the asset;

- (d) the amount paid for the asset;
- (e) the amount you contend should have been paid for the asset;
- (f) all facts, in detail, that you contend support your belief as to the amount that should have been paid for the asset; and
- (g) all documents you contend support your belief that the asset was transferred for less than fair market value.

**Response To Interrogatory No. 4:** Occidental objects to this interrogatory because it is premature in that the vast majority of the information necessary to answer this interrogatory remains in the possession, custody and control of the Repsol Defendants. After the Repsol Defendants' production of responsive documents and after Occidental has been given an opportunity to depose the necessary witnesses on these topics and to complete any other necessary discovery, Occidental will supplement this response to the extent required.

To the extent that Occidental will rely on experts in computing the value of the assets and damages, Occidental will provide the required information concerning its experts in accordance with the schedules established in this litigation.

This interrogatory is also unduly burdensome because it seeks information that may be found in documents produced (or yet to be produced) in this litigation and the burden of deriving or ascertaining the information from the documents is substantially the same for the Repsol Defendants and Occidental.

Without waiving objections, Occidental answers that Paragraph 79 of Occidental's Cross-Claims specifically refers to assets in Ecuador and Indonesia that previously were owned by Maxus.

**Interrogatory No. 5:** Identify all assets that you contend were transferred by Maxus to any YPF or Repsol affiliated entity for less than fair market value and, for each asset, identify:

- (a) the nature of the asset;
- (b) the date of the transfer;
- (c) the company that acquired the asset;
- (d) the amount paid for the asset;
- (e) the amount you contend should have been paid for the asset;
- (f) all facts, in detail, you contend support your belief as to the amount that should have been paid for the asset; and
- (g) all documents you contend support your belief that the asset was transferred for less than fair market value.

**Response To Interrogatory No. 5:** Occidental objects to this interrogatory because it is premature in that the vast majority of the information necessary to answer this interrogatory remains in the possession, custody and control of the Repsol Defendants. After the Repsol Defendants' production of responsive documents and after Occidental

has been given an opportunity to depose the necessary witnesses on these topics and to complete any other necessary discovery, Occidental will supplement this response to the extent required.

To the extent that Occidental will rely on experts in computing the value of the assets and damages, Occidental will provide the required information concerning its experts in accordance with the schedules imposed in this litigation.

This interrogatory is also unduly burdensome because it seeks information that may be found in documents produced (or yet to be produced) in this litigation and the burden of deriving or ascertaining the information from the documents is substantially the same for the Repsol Defendants and Occidental.

Subject to and without waiving objections, the assets involved in the fraudulent transfer scheme include, but are not limited to, the following: Maxus Venezuela (CI) Ltd; Maxus Venezuela, S.A.; Maxus Bolivia, Inc.; Maxus Guarapiche Ltd.; YPF Ecuador, Inc.; Maxus Indonesia, Inc.; Maxus Southeast Sumatra, Inc.; Maxus Southeast Sumatra LLC; YPF Sumatera Tenggara B.V.; Maxus Northwest Java, Inc.; YPF Java Baratlaut B.V.; Greenstone Assurance Ltd.; Crescendo Resources, L.P.; Midgard Energy Company; Midgard Transfer Company; Efimero Company; Global Companies LLC; Andina; and Neptune. The assets at issue in this litigation may include assets acquired by Maxus using funds generated from the sale of the assets listed herein or revenues produced by those assets.

**Interrogatory No. 6:** Identify all facts, in detail, and identify all documents that you contend support your allegation that YPF and Repsol acted with “actual intent” to hinder, delay, or defraud you, as set forth in Crossclaim ¶ 80 of your Answer, Affirmative Defenses and Crossclaims to Plaintiffs’ Second Amended Complaint.

**Response To Interrogatory No. 6:** Occidental objects to this interrogatory because it is premature in that the vast majority of the information necessary to answer this interrogatory remains in the possession, custody and control of the Repsol Defendants. After the Repsol Defendants’ production of responsive documents is complete and after Occidental has been given an opportunity to depose the necessary witnesses on these topics and to complete any other necessary discovery, Occidental will supplement this response to the extent necessary.

This interrogatory is also unduly burdensome because it seeks information that is within the possession, custody, and control of the Repsol Defendants and/or their affiliates and may be found in documents produced (or yet to be produced) in this litigation, and the burden of deriving or ascertaining the information from the documents is substantially the same for the Repsol Defendants and Occidental.

Subject to and without waiving its objections, Occidental answers by adopting and incorporating the facts set forth in the Cross-Claims section of its Answer, Affirmative Defenses and Cross-Claims to Plaintiffs’ Second Amended Complaint and the facts and



exhibits contained in Plaintiffs' Brief in Opposition to Defendants Repsol YPF, S.A.'s, YPF Holdings, Inc.'s and CLH Holding Inc.'s Motions to Dismiss for Lack of Personal Jurisdiction at pages 20-42. In addition, although the Repsol Defendants have yet to produce large categories of documents, many of those already produced require translation, and Occidental has not yet been able to take depositions relating to the merits of its Cross-Claims, the evidence reviewed by Occidental to date supports those Cross-Claims.

### **Summary of Facts Learned to Date**

- In 1995, YPF purchased about 86% of Maxus' common stock through a tender offer of approximately \$800 million. YPF actually invested only \$250 million of its own money to acquire Maxus. The rest of the purchase price was paid, in effect, by Maxus, either through its cash on hand or by leveraging (encumbering) its assets as collateral for loans.
- Over time, through inter-company transfers, YPF "liquidated" all of Maxus' major assets *except* Midgard Energy and used the "proceeds" to pay off all of Maxus' debts to parties *other than* Oxy.
- By the time Repsol completed its acquisition of YPF in 1999, Maxus primarily consisted of its interest in Midgard and its environmental debt. Repsol continued the fraud on Oxy by having Maxus sell its interest in Midgard, and "loaning" the proceeds of that sale to Repsol International Finance, B.V., Repsol's international finance subsidiary.
- That left Maxus as a largely insolvent shell, still holding the obligations to Oxy but unable to perform those obligations unless YPF/Repsol were willing to provide the funding.
- Since that time, Repsol and YPF have continued to divert assets and business opportunities from Maxus.

Thus, over time, YPF and Repsol essentially liquidated Maxus in an informal and unsupervised way that was fraudulent as to Oxy because the Maxus stockholders (YPF and Repsol) took for themselves—in preference over a major creditor (Oxy)—100% of the value of Maxus' assets minus its non-environmental debts.

The documents Occidental has seen so far establish that YPF and Repsol took these steps with the actual intent to deprive Maxus of its ability to defend and to indemnify Occidental from environmental obligations. YPF acquired Maxus with full knowledge of these significant environmental obligations. Evidence obtained by Occidental thus far shows that YPF identified Maxus' environmental obligations as its main problem (YPF 0001419) and focused its due diligence on those obligations (YPF 0001736). Immediately following its successful tender offer, YPF commenced a detailed investigation of Maxus' environmental liabilities (YPF 0006879.) YPF determined that

Maxus needed a new legal strategy and specifically addressed Maxus' responsibility flowing from the Lister Site. YPF's strategy with regard to the *plant* at the Lister site was to continue Maxus' remediation efforts. (YPF 0016521). However, YPF's strategy with regard to the Passaic River was to cause Maxus to find other responsible parties and to urge the EPA to do the same. (YPF 0016521; 0022312.) Maxus' CEO implemented the strategy, the results of which were to be reported to YPF's environmental affairs department. (YPF 0022313.)

Documents relating to the Maxus acquisition also strongly suggest that YPF knew that structuring the transaction in the way discussed above (*i.e.*, financing the transaction primarily through loans undertaken by Maxus' subsidiaries) could adversely affect Maxus' ability to meet its environmental obligations to Occidental. For example, the law firm of Andrews Kurth provided two letters in connection with those loans. In both letters, Andrews Kurth expressly refused to opine as to whether these loans ran afoul of environmental laws. (YPF 0003208, 0014747.) Although many other legal opinions were obtained regarding these transactions, Occidental has found no other opinion that included a disclaimer relating to environmental laws. (YPF 0003216, 0003229, 0003232, 0014752, 0014759, 0014766, 0014770, 0014774, 0014781.) This distinction is telling in light of the fact that Andrews Kurth conducted the due diligence into Maxus' environmental liabilities (YPF 0001257) and was thus keenly aware of the potential extent of those liabilities.

At least as early as February 1996, YPF began exploring ways to restructure Maxus' environmental obligations. (YPF 0029703.) A document produced in discovery shows that YPF apparently considered forming a separate company that it called "Maxus Environmental Company." (*Id.*) The document states that Maxus' environmental liabilities were then guaranteed by Maxus with \$400 million in equity, but if these liabilities passed to YPF, the guaranty would be \$6 billion. (*Id.*) The document points out other issues with regard to the creation of a new company and then adds that at the time the document was written, Maxus had assets worth over \$2 billion. (*Id.*)

On June 4, 1996, YPF's Board of Directors approved the restructuring of Maxus. (Repsol 2441-47.) In connection with this restructuring, YPF, YPF International, YPF Holdings, and Maxus entered into a contribution agreement with Chemical Land Holdings ("CLH") to fund the environmental liabilities to Occidental that CLH had assumed for Maxus. (YPF 0014979.) The amount of funding was originally set at approximately \$109 million, which was the then-current reserve for those environmental liabilities. (*Id.*) However, ten years earlier, in May 1986, Maxus had told its insurers that its total environmental obligations *could exceed \$514 million overall, including \$140 million for the Lister Avenue site alone.* (OCC 002849.) Despite the fact that the amount of the reserves has fluctuated and now far exceeds \$111.5 million, the parties have made no further adjustments to the amount of funding required under the contribution agreement. (Leiva dep. 267:19-21.)

Occidental has obtained no documents suggesting that Repsol's and YPF's financial support for the environmental obligations owed to Occidental is either

guaranteed or secure. Indeed, it appears that Repsol and YPF can cut off their funding of Maxus' historical environmental obligations at any time. Prior to bringing its Cross-Claims to the attention of the Court, Occidental sought assurances from YPF and Repsol that they would provide sufficient funds to Maxus and Tierra to enable them to fulfill their obligations to Occidental with respect to this litigation. Repsol and YPF have refused to provide those assurances.

**Interrogatory No. 7:** Identify all facts, in detail, and identify all documents that you contend support your allegation that “YPF devised and implemented a scheme to interfere with Maxus’ ability to fulfill [indemnification] obligations,” as set forth in Crossclaim ¶ 66 of your Answer, Affirmative Defenses and Crossclaims to Plaintiffs’ Second Amended Complaint.

**Response To Interrogatory No. 7:** Occidental adopts and incorporates its objections and answer to Interrogatory No. 6.

**Interrogatory No. 8:** Identify all facts, in detail, and identify all documents that you contend support your allegation that YPF and Maxus engaged in a scheme to enrich YPF, as set forth in Crossclaim ¶ 78 of your Answer, Affirmative Defenses and Crossclaims to Plaintiffs’ Second Amended Complaint.

**Response To Interrogatory No. 8:** Occidental adopts and incorporates its objections and answer to Interrogatory No. 6.

**Interrogatory No. 9:** Identify all facts, in detail, and identify all documents that you contend support your allegation that Maxus did not receive reasonably equivalent value in the Indonesian Assets and Ecuadorian Assets in 1997, as set forth in Crossclaim ¶ 80 of your Answer, Affirmative Defenses and Crossclaims to Plaintiffs’ Second Amended Complaint.

**Response To Interrogatory No. 9:** Occidental adopts and incorporates its objections and answer to Interrogatory No. 6.

To the extent that Occidental will rely on experts to support its claims regarding the value of these assets, Occidental objects to providing that information as the request is premature. Occidental will provide information concerning its experts and their reports in accordance with the schedules imposed in this litigation.

**Interrogatory No. 10:** Identify all facts, in detail, and identify all documents that you contend support your allegation that “all of the Cross-Claim Defendants are alter egos of each other and together constitute a Cohesive Economic Unit” as stated in Crossclaim ¶ 25 of your Answer, Affirmative Defenses and Crossclaims to Plaintiffs’ Second Amended Complaint.

**Response To Interrogatory No. 10:** Occidental adopts and incorporates its objections and answer to Interrogatory No. 6.

**Interrogatory No. 11:** Identify all facts, in detail, and identify all documents that you contend support your answers on “information and belief” in response to Plaintiffs’ alter ego allegations against the “Cross-claim Defendants” in ¶¶ 33-53 of your Answer, Affirmative Defenses and Crossclaims to Plaintiffs’ Second Amended Complaint.

**Response To Interrogatory No. 11:** Occidental adopts and incorporates its objections and answer to Interrogatory No. 6.

**Interrogatory No. 12:** Identify all facts, in detail, and identify all documents that you contend support your answers on “information and belief” in response to Plaintiffs’ fraudulent transfer allegations against the “Cross-claim Defendants” in ¶¶ 118-124 of your Answer, Affirmative Defense and Crossclaims to Plaintiffs’ Second Amended Complaint.

**Response To Interrogatory No. 12:** Occidental adopts and incorporates its objections and answer to Interrogatory No. 6.

To the extent that Occidental will rely on experts to support its claims regarding the value of these assets, Occidental will provide information concerning its experts and their reports in accordance with the schedules imposed in this litigation.

**Interrogatory No. 13:** Identify all facts, in detail, and identify all documents that you contend support your allegation in Crossclaim ¶ 44 of your Answer, Affirmative Defenses and Crossclaims to Plaintiffs’ Second Amended Complaint that “from 1999 through the present, Repsol has continued this concealment and facilitated the scheme begun by YPF.”

**Response To Interrogatory No. 13:** Occidental adopts and incorporates its objections and answer to Interrogatory No. 6.

**Interrogatory No. 14:** Identify all facts, in detail, and identify all documents that you contend support your allegation that “YPF and Repsol . . . have destroyed the independent value of Maxus, have treated it as part of one cohesive economic unit, and have rendered it unable — due to their tortious acts — of performing its obligations to Occidental,” as set forth in Crossclaim ¶ 48 of your Answer, Affirmative Defenses and Crossclaims to Plaintiffs’ Second Amended Complaint.

**Response To Interrogatory No. 14:** Occidental adopts and incorporates its objections and answer to Interrogatory No. 6.

**Interrogatory No. 15:** Identify all facts, in detail, and identify all documents that you contend support your allegation that “Repsol . . . continued and perpetuated the scheme to deprive Maxus of the ability to fulfill its obligations to Occidental,” as set forth in Crossclaim ¶ 69 of your Answer, Affirmative Defenses and Crossclaims to Plaintiffs’ Second Amended Complaint.

**Response To Interrogatory No. 15:** Occidental adopts and incorporates its objections and answer to Interrogatory No. 6.

**CERTIFICATION**

I hereby certify that I am Senior Vice President - Business Analysis, of Occidental Chemical Corporation, and verify the foregoing Answers and Objections to Defendants Repsol YPF, S.A., YPF, S.A., YPF Holdings, Inc., and CLH Holding, Inc.'s First Interrogatories To Defendant Occidental Chemical Corporation, on behalf of Occidental Chemical Corporation. I do not have personal knowledge of the information presented in the foregoing Answers and Objections, am informed and believe that no single officer or employee of Occidental Chemical Corporation has personal knowledge of all such information, and am informed and believe that such information has been assembled with the assistance of counsel for Occidental Chemical Corporation. The information presented is true and correct to the best of my knowledge, information and/or belief. I certify that the foregoing statements contained in this paragraph are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

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Dennis Blake  
Senior Vice President - Business Analysis  
Occidental Chemical Corporation  
On Behalf of Occidental Chemical Corporation

ATTACHMENT TO

**DEFENDANT OCCIDENTAL CHEMICAL CORPORATION'S ANSWERS AND OBJECTIONS TO  
DEFENDANTS MAXUS ENERGY CORPORATION AND TIERRA SOLUTIONS, INC.'S FIRST  
INTERROGATORIES TO OCCIDENTAL CHEMICAL CORPORATION**

December 23, 2009

REPSOL DEFENDANTS' DEFINITIONS AND INSTRUCTIONS

INSTRUCTIONS

1. If a claim of privilege is made with respect to any information identified as responsive to these interrogatories, Occidental shall provide a privilege log that complies with the Agreed Order Regarding Documents Withheld from Production.

DEFINITIONS

The following definitions shall apply to these interrogatories and the Instructions herein:

1. The term "communication" or "communications" refers to all written, magnetic, digital, analog, electronic, and oral transfers, discussions or exchanges of information or ideas.

2. The term "document" or "documents" is synonymous in meaning and equal in scope to the usage of the term under the New Jersey Rules of Court, R. 4:18-1 and any applicable Case Management Orders.

3. The term "identify" means:

(a) when used in reference to a person:

- (i) to state the person's full name and present or last known address and telephone number(s); and
- (ii) to state the person's present or last known position, title and employment or business affiliation.

(b) when used in reference to a business entity, whether incorporated or not:

- (i) to state the entity's name;
- (ii) to state its principal place of business; and
- (iii) to state the telephone number(s) of its principal place of business.

(c) when used in reference to a document, to state the document's Bates number or to use some other means to clearly identify the document referenced.

(d) when used in reference to a communication, act, transaction, event, occasion or instance, including an oral agreement, statement, recommendation or representation:

- (i) to state its date and place of occurrence (or, if a telephone call is involved, state and provide the location of all parties to such telephone call and identify the person who initiated it);
- (ii) to state the identity of each person participating therein, who each such person participating therein represented or purported to represent, the nature and subject matter of any circumstances surrounding it, and the substance of what transpired or was said; and
- (iii) to identify all documents summarizing, recording, reflecting, reporting or containing a reference to it.

4. The term “or” and “and” mean “and/or”.
5. The term “you,” “your” or “Occidental” means Occidental Chemical Corporation, any affiliate entity and any predecessor entity.