

# **EXHIBIT 128**

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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
Plaintiffs,	DOCKET NO.: L-009868-05 (PASR)
v.	<u>Civil Action</u>
OCCIDENTAL CHEMICAL CORPORATION, TIERRA SOLUTIONS, INC., MAXUS ENERGY CORPORATION, MAXUS INTERNATIONAL ENERGY COMPANY, REPSOL YPF, S.A., YPF, S.A., YPF HOLDINGS, INC., YPF INTERNATIONAL S.A. (f/k/a YPF INTERNATIONAL LTD.) AND CLH HOLDINGS, INC.,	<b>DEFENDANT OCCIDENTAL CHEMICAL CORPORATION'S OBJECTIONS AND RESPONSES TO PLAINTIFFS' TRACK III TRIAL REQUESTS FOR ADMISSION</b>
Defendants.	

To: 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 (“PLAINTIFFS”), by and through their attorneys of record in this action.

Defendant Occidental Chemical Corporation (“OCC”) answers and objects to Plaintiffs’ Track III Trial Requests for Admission, served on October 28, 2011, as follows.

ARCHER & GREINER  
A Professional Corporation  
Attorneys for Defendant  
Occidental Chemical Corporation

Dated: November 28, 2011

By: /s/ Robert T. Lehman  
ROBERT T. LEHMAN, ESQUIRE

**OCC'S OBJECTIONS AND RESPONSES TO  
PLAINTIFFS' TRACK III TRIAL REQUESTS FOR ADMISSION**

OCC objects to any definitions, instructions and requests set forth in Plaintiffs' discovery requests to the extent they are outside the scope of the Track III Trial Plan, impose obligations beyond those required by the New Jersey Rules, or seek information protected by any privilege or protection from discovery including without limitation the attorney-client privilege, common interest privilege, and/or attorney work product protection. Subject to the foregoing, OCC responds as follows.

**Request for Admission No. 1:**

Admit that You would not have executed the Stock Purchase Agreement without indemnification for the Environmental Liabilities associated with the Lister Plant.

**Response: Admitted**

**Request for Admission No. 2:**

Admit that Articles IX, X and Section 12.11 are material provisions of the Stock Purchase Agreement.

**Response: Admitted**

**Request for Admission No. 3:**

Admit that You and DSC-2 were aware of Environmental Liabilities associated with the Lister Plant at the time of the execution of the Stock Purchase Agreement.

**Response: OCC admits that it was aware of potential Environmental Liabilities associate with DSC-1's discontinued operation of the Lister Plant, as was DSC-2 (Maxus).**

**Request for Admission No. 4:**

Admit that You and DSC-2 were aware of material Environmental Liabilities associated with the Lister Plant and Passaic River at the time of the execution of the Stock Purchase Agreement.

**Response: OCC objects, and cannot admit or deny, because "material Environmental Liabilities" is not defined or placed in any context and, therefore, is ambiguous. Responding further, OCC adopts and incorporates its response to Request for Admission No. 3 above.**

**Request for Admission No. 5:**

Admit that You intended DSC-2 to assume DSC-1's Environmental Liabilities associated with the Lister Plant through the Stock Purchase Agreement.

**Response: OCC admits that it intended for DSC-2 (Maxus), through the terms of the Stock Purchase Agreement, to indemnify OCC fully and without limitation for**

**any and all such liabilities, which DSC-1 (Maxus) did. However, DSC-2 (Maxus) also represented both before and after the Stock Purchase Agreement that it retained any and all such liabilities.**

**Request for Admission No. 6:**

Admit that You intended DSC-2 to assume direct responsibility to Plaintiffs (through novations, releases, waivers, consents, approvals or other forms) for DSC-1's Environmental Liabilities associated with the Lister Plant pursuant to the Stock Purchase Agreement.

**Response: OCC admits that it intended for DSC-2 (Maxus) to comply with and fulfill its obligations under Section 12.11 of the Stock Purchase Agreement, which provided that:**

(a) [Maxus] shall, and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each of the other Diamond Companies to, use its and their best efforts to obtain at the earliest practicable date, whether before or after the Closing Date, any amendments, novations, releases, waivers, consents or approvals necessary to have each of the DSCC Companies released from its obligations and liabilities under the Historical Obligations. Seller shall, and shall cause or, in the case of less than majority owned Entities, shall use its best efforts to cause, each of the other Diamond Companies to, remain in compliance with its and their respective obligations under each of the Historical Obligations to the extent any Diamond Company remains obligated or has any liabilities thereon.

(b) If reasonably necessary in the circumstances, Seller's obligations to use its best efforts shall include, without limitation, providing its guarantee or the guarantee of any of the other appropriate Diamond Companies (other than the DSCC Companies) in consideration for the granting or obtaining of any such amendments, novations, releases, waivers, consents or approvals.

**Responding further, OCC believes and contends that independent of the terms of the Stock Purchase Agreement DSC-2 (Maxus) was directly responsible for any DSC-1 Environmental Liabilities associated with the Lister Plant because DSC-2 (Maxus) succeeded to any such Environmental Liabilities and represented, consistent with such succession, that DSC-2 (Maxus) retained the same.**

**Request for Admission No. 7:**

Admit that DSC-2 assumed responsibility for the Environmental Liabilities associated with the Lister Plant at the time of the execution of the Stock Purchase Agreement.

**Response: OCC adopts and incorporates its response to Request for Admission No. 6 above.**

Dated: November 28, 2011

Respectfully Submitted,

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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that true and correct copies of Defendant Occidental Chemical Corporation's Objections and Responses to Plaintiffs' Track III Trial Requests for Admission were served by email to the following counsel, and via CT Summation to all other known counsel of record, on November 28, 2011.

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Date: November 28, 2011

/s/ David L. Bryant \_\_\_\_\_  
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