

Lowenstein Sandler

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August 11, 2011

VIA FEDERAL EXPRESS

Charles M. Crout, Esq.
Andrews Kurth LLP
1350 I Street, NW
Suite 1100
Washington, DC 20005

Re: NJDEP v. Occidental Chemical Corp. et al.
Docket No. L-9869-05 (PASR)

Dear Mr. Crout:

I enclose Third-Party Defendant's, Alcatel-Lucent USA Inc.'s, Supplemental Initial Disclosure Statement, and document production on DVD in the above matter.

Very truly yours,


James Stewart

JS:ab

Enclosure(s)

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08/11/11 18128738.1

cc: Passaic Litigation Counsel and Original Party Counsel (w/enc., via Federal Express)
Alexis Mendoza, Esq. (w/enc., via Federal Express)
Ralph McMurry, Esq. (w/enc., via Federal Express)

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Attorney for Third-Party Defendant(s) Alcatel-Lucent

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-9868-05 (PASR)
v.	:	
OCCIDENTAL CHEMICAL CORPORATION, TIERRA SOLUTIONS, INC., MAXUS ENERGY CORPORATION, REPSOL YPF, S.A., YPF, S.A., YPF HOLDINGS, INC. and CLH HOLDINGS, INC.,	:	CIVIL ACTION
Defendants.	:	SUPPLEMENTAL THIRD-PARTY DISCLOSURE OF ALCATEL-LUCENT USA Inc.
	:	
MAXUS ENERGY CORPORATION and TIERRA SOLUTIONS, INC.,	:	
Third-Party Plaintiffs,	:	
vs.	:	
AMERICAN CYANAMID, <i>et al.</i> ,	:	
Third-Party Defendants.	:	

Third-Party Defendant Alcatel-Lucent USA Inc., f/k/a Lucent Technologies Inc.,
("Respondent") hereby provides its Supplement to Initial Disclosure pursuant to Case

Management Order (“CMO”) XII and prior CMO’s incorporated therein by reference and in accordance with terms of the January 31, 2011 Consent Order (“Consent Order”) together with any written agreement as to terms for timing, scope and manner of production reached under the Consent Order, collectively the “Amended Production Requirements.”

Reservations and Comments

1. Respondent reserves the right to object to the production of any documents or other information on any ground, including relevance and undue burden, and to assert any applicable privilege, including the attorney-client privilege, the work product doctrine, the common interest doctrine, confidentiality, trade secret, State and Federal Homeland Security confidentiality and any other applicable protection. These disclosures are not intended to prejudice or waive any privileges or objections Respondent may have with respect to any outstanding or subsequent requests for discovery.

2. Respondent reserves the right to challenge the competency, relevancy, materiality and admissibility of, or to object on any grounds to the use of, any of the documents produced during disclosure at the trial or any other action or proceeding.

3. Respondent's investigation in this matter is continuing. Accordingly, it reserves the right to supplement, clarify, and revise these disclosures any time prior to trial to the extent additional information becomes available or is obtained through discovery. Further, Respondent reserves the right to amend these disclosures to the extent the claims brought by or alleged against Respondent in this litigation are amended.

4. Respondent reserves the right to rely on any facts, documents or other

evidence that may develop or come to Respondent's attention during the course of this matter. Respondent's responses are set forth herein without prejudice to its right to assert additional objections or supplement their responses should Respondent discover additional grounds for doing so during the course of this matter.

5. "Documents", excluding electronic e-mail and Electronically Stored Information, shall have the meaning set forth in this Court's August 11, 2009 Order for Preservation of Documents and Data.

6. "Alleged Discharges" shall have the meaning set forth in the Court's CMO VIII.

7. "Sites", per CMO VIII, shall be defined as those site(s) or properties with which a Third-Party Defendant is associated in a Third-Party Complaint. The Sites with which Respondent is associated in Third-Party Complaint B are the Lucent Site and the Borne Chemical Site.

8. Document Production requirements set forth in CMO XII, paragraph 21 (as amended by the Amended Production Requirements) are read in concert with CMO VIII, paragraph 3 and CMO V, paragraph 8 ("Additional Discharger"), which are incorporated by reference into CMO XII. CMO VIII called for a listing of those documents to be produced by Third-Party Defendants with certain excepted categories, the "Excepted Information Categories." The Amended Production Requirements are also answered with reference to the Alleged Discharges as defined in CMO VIII, and include documents under the Excepted Information Categories. With respect to Amended Production Requirements as to CMO XII, paragraph 21(b), Respondent relies on information

(iv.) the costs and damages costs and damages sought in connection with any alleged discharge of Hazardous Materials.

Response - See Paragraphs 5 - 9, above. Third-Party Defendants further note that all cross-claims and counterclaims and Fourth-Party claims are stayed in the present action and, as such, they have made no such claim against parties in this action at this time.

Production as to Paragraph 21(c) Requests

1. A copy of all Documents relating to the following information for the site(s), properties and/or operations with which the Third-Party Defendant is associated in the Third-Party Complaints:

i. the release or discharge of Hazardous Materials from or at that Third Party Defendant's properties or operations.

Response - See Paragraphs 5-9, above. Documents otherwise responsive to this request, to the extent available, are on the enclosed DVD.

ii. the operations, manufacturing and/or production processes, any Hazardous Materials stored or utilized on the property, and any sampling that took place on the property and any sampling or testing of the materials, by products or waste products used in connection therewith;

Response - See Paragraphs 5-9, above. Documents responsive to this request, to the extent available, are on the enclosed DVD.

iii. sampling results from environmental, chemical, or biological testing conducted at that Third Party Defendant's properties; and

Response - Documents responsive to this request, to the extent available, are on the enclosed DVD.

iv. any communications involving that Third-Party Defendant and any branch, department, agency or instrumentality of municipal, State or federal government relating to any discharges or releases of Hazardous Materials or this litigation.

Response - See Paragraphs 5-9, above. Documents responsive to this request, to the extent available, are on the enclosed DVD.

2. Any Documents relating to any industrial waste containing Hazardous Materials that was transported to, processed or treated at, or discharged from any of the sites and/or properties with which a Third Party Defendant is associated in the Third Party Complaints.

Response - See Paragraphs 5-9, above. Documents otherwise responsive to this request, to the extent available, are on the enclosed DVD.

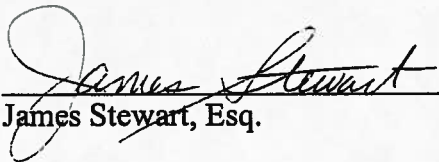
3. Any insurance or indemnity agreement under which another person or entity may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy said judgment.

Response –At the present time, the identification of specific policies of insurance or contracts of indemnity under which another person or entity may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy said judgment is still under investigation. Further, some of these documents are confidential and will be provided for inspection under an agreement of confidentiality. The existence, if any, of insurance coverage for this litigation is complicated because of the prior corporate history of Alcatel-Lucent USA Inc. and its predecessors, the detailed insurance coverage profile, policy provisions, exhaustion of policies from prior claims and competing claims against potential insurance policies by other entities potentially covered under the policies.

Dated: August 11, 2011

Respectfully submitted,

LOWENSTEIN SANDLER, P.C.
Attorneys for Third-Party Defendants
Alcatel-Lucent USA Inc.



James Stewart, Esq.