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FILE NO: 75452.000024

August 5, 2011

**Via Overnight Delivery**

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

Re: *NJDEP, et al. v. Occidental Chemical Corporation, et al.*,  
Docket No. ESX-L-009868-05 (PASR)

Dear Mr. Crout:

We are counsel to third-party defendant Alumax Mill Products, Inc. (Alumax) in this matter. Pursuant to the Consent Order dated January 31, 2011 and your letter to Eric Rothenberg dated July 6, 2011, enclosed please find Alumax's Supplemental Third-Party Disclosure and a disk containing the referenced documents. We are continuing with preparation of logs of documents that are (1) privileged and (2) publicly available and intend to produce those logs during the week of August 8.

Please contact me if you have questions about this matter.

Yours truly,

Dan J. Jordanger

Enclosures

cc: Eric B. Rothenberg, Esq. (w/enclosures)  
Lee D. Henig-Elona, Esq. (w/enclosures)  
John M. Scagnelli, Esq. (w/enclosures)  
Peter J. King, Esq. (w/enclosures)  
Michael Gordon, Esq. (w/enclosures)  
Robert T. Lehman, Esq. (w/enclosures)

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Charles M. Crout, Esq.  
August 5, 2011  
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Attorneys for Third-Party Defendant Alumax Mill Products, Inc.

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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 HOLDINGS, INC. and CLH HOLDINGS, INC.,	:	CIVIL ACTION
Defendants.	:	<b>SUPPLEMENTAL THIRD-PARTY DISCLOSURE OF ALUMAX MILL PRODUCTS, INC.</b>
MAXUS ENERGY CORPORATION and TIERRA SOLUTIONS, INC.,	:	
Third-Party Plaintiffs,	:	
vs.	:	
3M COMPANY, <i>et al.</i> ,	:	
Third-Party Defendants.	:	

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Third-Party Defendant Alumax Mill Products, Inc. (“Respondent”) hereby provides its Supplement to its 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”) applicable to certain of those Third-Party Defendants who have received written confirmation that CMO XII paragraph 21(a) production of site files is complete from Drinker Biddle & Reath LLP, Andrews Kurth LLP, and/or Hannafan & Hannafan, Ltd. firms (counsel for Third-Party Plaintiffs) 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’s investigation in this matter is continuing. Accordingly, Respondent 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.

3. Respondent reserves its 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 its responses should Respondent discover additional grounds for doing so during the course of this matter.

4. "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.

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

6. "Sites" shall be defined as those site(s) or properties with which a Third-Party Defendant is associated in a Third-Party Complaint, in accordance with this Court's CMO VIII.

7. 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 incorporated by reference in CMO XII, paragraph (1). CMO VIII, *inter alia*, 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 except to the extent that those documents are covered by logs attached hereto. To the extent requirements set forth in Amended Production Requirements are repetitive, burdensome and /or unfairly place a duty of inquiry on Third-Party Defendants as to the Newark Bay Complex locations other than the Sites, disclosures herein are provided with reference to the Amended Production Requirements and CMO XII paragraph 21(c) unless otherwise noted. With respect to Amended Production Requirements as to CMO XII, paragraph 21(b), reference is made to information previously furnished by the Joint Defense Group of Third-Party Defendants (the "JDG") in connection with CMO V, paragraph 8.

8 Documents subject to claims of privilege, work product, confidentiality or trade secret will be detailed in a log to be furnished to the extent required under the August 11, 2009 "Agreed Order Regarding Documents Withheld from Production" or Consent Order.

**Production as to Paragraph 21(b)**

Copies of all non-privileged Documents other than electronic email discovery, that relate to

(i.) the alleged discharge of any hazardous wastes, hazardous substances, pollutants or contaminants ("Hazardous Materials") to the Newark Bay Complex;

**Response** - See reservations noted above and Response to Paragraph 21c 1, i., below.

(ii.) the potential pathways and methods by which the Hazardous Materials have been released to the Newark Bay Complex, as well as the quantity, nature and toxicity of such Hazardous Materials;

**Response** - See reservations noted above and Response to Paragraphs 21(c), 1, i. - iv., below.

(iii.) other actions relating to properties or operations that may have adversely impacted the environmental condition of the Newark Bay Complex

**Response** - See reservations noted above.

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

**Response** - See reservations noted above. Respondent further notes that all cross-claims and counterclaims asserting statutory or common law contribution or indemnification and Fourth-Party claims are stayed in the present action and, as such, it has made no such claim against parties in this action at this time.

**Production as to Paragraph 21(c)**

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** - Subject to the reservations noted above, Respondent has no responsive Documents in its possession, custody or control.

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** - Subject to the reservations noted above, Respondent has no responsive Documents in its possession, custody or control.

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

**Response** - Subject to the reservations noted above, Respondent has no responsive Documents in its possession, custody or control.

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** - Subject to the reservations noted above, Respondent has no responsive Documents in its possession, custody or control.

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** - Subject to the reservations noted above, Documents responsive to this request as to the Alleged Discharges, to the extent available, are on the enclosed disk as provided under the Amended Production Requirements.

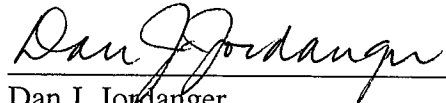
3. Any insurance or indemnity agreement under which another person or entity may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy said judgment.

**Response** - Subject to the reservations noted above, Respondent has no responsive Documents in its possession, custody or control.

Dated: August 5, 2011

Respectfully submitted,

HOOK, SMITH & MEYER and  
HUNTON & WILLIAMS LLP  
Attorneys for Third-Party Defendant  
Alumax Mill Products, Inc.

  
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Dan J. Jordanger



**New Jersey Department of Environmental Protection  
v.  
Occidental Chemical Corp. Et Al.  
Superior Court of New Jersey Law Division, Essex County  
Docket No. ESX-L-009868-05 (PASR)**

**August 5, 2011**

**Documents Produced By Alumax Mill Products, Inc.  
ALUMAX 00001PR - ALUMAX 00050PR**