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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, S.A., YPF HOLDINGS, INC. and CLH HOLDINGS, INC., | : | CIVIL ACTION |
| | : | |
| Defendants. | : | SUPPLEMENTAL THIRD-PARTY DISCLOSURE OF BEROL CORPORATION |
| | : | |
| | : | |
| MAXUS ENERGY CORPORATION and TIERRA SOLUTIONS, INC., | : | |
| | : | |
| Third-Party Plaintiffs, | : | |
| | : | |
| vs. | : | |
| | : | |
| 3M COMPANY, <i>et al.</i> , | : | |
| | : | |
| Third-Party Defendants. | : | |

Third-Party Defendant Berol Corporation, (“Respondent”) hereby provides its Supplement to Initial Disclosure (the “Supplemental 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. CMO XII and prior CMO's incorporated therein by reference and the Consent Order and any written agreements as to terms for timing, scope and manner of production are collectively referred to in this Supplemental Disclosure as the "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 joint defense privilege (or 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, 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.

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

4. “Documents” 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. “Respondent’s Site” shall mean the site(s) and/or properties with which Respondent is associated in the Third-Party Complaint, in accordance with CMO VIII.

7. The Production Requirements include CMO VIII, paragraph 3 and CMO V, paragraph 8, incorporated by reference in CMO XII, paragraph (1). CMO VIII, *inter alia*, called for Third Party Defendants to provide a list of Documents in their possession, custody or control and related to Alleged Discharges. It further provided a list of excepted document categories, the “Excepted Information Categories.” This Supplemental Disclosure includes Documents from the Excepted Information Categories, except to the extent those Documents are covered by the log(s) that will be furnished as soon as practicable in accordance with the Production Requirements.

8. To the extent CMO XII paragraph 21(b) seeks Documents regarding sites, properties or operations other than Respondent’s Site, Respondent interprets paragraph 21(b) as not requiring Respondent to conduct any unreasonable inquiry or analysis regarding such sites, properties or operations, including but not limited to any inquiry or analysis to determine which sites, properties or operations may be relevant. To the extent it has located Documents related to sites, properties or operations other than

Respondent's Site that are sought by paragraph 21(b), it is producing or logging such Documents to the extent required by the Production Requirements.

9. Documents subject to claims of privilege, work product, confidentiality or trade secret will be detailed in a log or logs to be furnished as soon as practicable in accordance with the Production Requirements, including the August 11, 2009 "Agreed Order Regarding Documents Withheld from Production," as appended by CMO VIII. Inadvertent production of any such Document shall constitute neither a waiver of any privilege or protection nor a waiver of any right Respondent may have to demand the return or destruction of such Document or any right to object to the use of any such Document or the information contained therein in this litigation or any subsequent litigation or proceeding.

10. In accordance with the Court's August 11, 2009 Agreed Order Regarding Documents Withheld From Production and CMO XII, paragraph 21(d), Respondent is neither producing nor logging any privileged Documents dated after December 13, 2005, nor is it producing or individually logging those Documents which are communications regarding, or which reflect the activities of, the Cooperating Parties Group, the Small Parties Group or the Joint Defense Group; for all such Documents, Respondent asserts confidentiality, attorney-client privilege, joint defense privilege, and/or protection under the work product doctrine.

11. Any statement contained herein that Respondent will produce Documents should not be interpreted to mean that Respondent has any such Documents in its possession, custody or control. Respondent's production of Documents shall not be construed to indicate that the Documents are or were maintained in Respondent's files or

created or received by Respondent. Respondent's production of Documents shall not mean that the Documents were called for by the Production Requirements or are among those Respondent agreed to produce. Respondent's production of Documents shall not mean that Respondent concedes or agrees that any of the information or Documents provided in response to the Production Requirements are relevant to this litigation. Respondent reserves the right to object to the admissibility of any information or Documents produced if any party to this litigation seeks to use any such information or Documents as evidence.

12. Respondent has denied liability arising out of any "Alleged Discharges" in its Answer and Affirmative Defenses. Nothing in this Supplemental Disclosure is intended to, or does, alter Respondent's Answer and Affirmative Defenses.

13. These Reservations and Comments apply to and are incorporated in each of Respondent's responses as if specifically set forth in each response below. The stating of a specific objection, reservation, comment, clarification or limitation, or the absence of any, shall not be construed as a waiver of any of these Reservations and Comments or of Respondent's right to supplement its production to state a further objection, reservation, comment, clarification or limitation.

Production as to Paragraph 21(b) Requests

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: Respondent understands "alleged discharge" to refer to those discharges alleged in the Third Amended Complaint or one of the Third-Party Complaints. Respondent is producing responsive Documents, if any, on the enclosed disc in accordance with the Production Requirements and subject to and without waiving its Reservations and Comments set forth above.

(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: Respondent understands “the Hazardous Materials” as relating back to those Hazardous Materials allegedly discharged to the Newark Bay Complex, as described in paragraph 21(b)(i). Respondent is producing responsive Documents, if any, on the enclosed disc in accordance with the Production Requirements and subject to and without waiving its Reservations and Comments set forth above.

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

Response: Respondent understands that “other actions” does not refer to all actions related to properties or operations that, themselves, may have adversely impacted the environmental condition of the Newark Bay Complex; rather, it understands that the “actions” themselves would have had to have such an impact to be encompassed by paragraph 21(b)(iii). Respondent is producing responsive Documents, if any, on the enclosed disc in accordance with the Production Requirements and subject to and without waiving its Reservations and Comments set forth above.

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

Response: Respondent is producing responsive Documents, if any, on the enclosed disc in accordance with the Production Requirements and subject to and without waiving its Reservations and Comments set forth above. Respondent further notes that all cross-claims and counterclaims 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) 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: Respondent is producing responsive Documents, if any, on the enclosed disc in accordance with the Production Requirements and subject to and without waiving its Reservations and Comments set forth above.

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: Respondent is producing responsive Documents, if any, on the enclosed disc in accordance with the Production Requirements and subject to and without waiving its Reservations and Comments set forth above.

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

Response: Respondent is producing responsive Documents, if any, on the enclosed disc in accordance with the Production Requirements and subject to and without waiving its Reservations and Comments set forth above.

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: Respondent is producing responsive Documents, if any, on the enclosed disc in accordance with the Production Requirements and subject to and without waiving its Reservations and Comments set forth above.

(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: Respondent is producing responsive Documents, if any, on the enclosed disc in accordance with the Production Requirements and subject to and without waiving its Reservations and Comments set forth above.

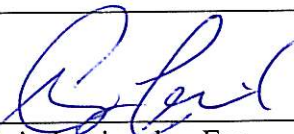
(3) Any insurance or indemnity agreement under which another person or entity may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy said judgment.

Response: Respondent is producing responsive Documents, if any, on the enclosed disc in accordance with the Production Requirements and subject to and without waiving its Reservations and Comments set forth above.

Dated: March 11, 2011

Respectfully submitted,

Aronsohn Weiner & Salerno, P.C.
Schiff Hardin LLP
Attorneys for Third-Party Defendant



Craig Levinsohn, Esq.

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