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Attorney for Third-Party Defendants Honeywell International Inc. and
Universal Oil Products Company

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.	:	CIVIL ACTION
	:	
OCCIDENTAL CHEMICAL CORPORATION, TIERRA SOLUTIONS, INC., MAXUS ENERGY CORPORATION, REPSOL YPF, S.A., YPF, S.A., YPF HOLDINGS, INC. and CLH HOLDINGS, INC.,	:	SUPPLEMENTAL THIRD-PARTY DISCLOSURE AS TO THE ALLIED SIGNAL SITE, GENERAL CHEMICAL SITE, AND THE HONEYWELL SITE
Defendants.	:	
	:	
MAXUS ENERGY CORPORATION and TIERRA SOLUTIONS, INC.,	:	
Third-Party Plaintiffs,	:	
	:	
v.	:	
3M COMPANY, <i>et al.</i> ,	:	
Third-Party Defendants.	:	

HONEYWELL'S SUPPLEMENTAL THIRD-PARTY DISCLOSURES

Third-Party Defendant Honeywell International Inc. ("Honeywell"), by and through undersigned counsel, hereby submits its Supplemental Third-Party Disclosures ("Supplemental Disclosures") pursuant to Case Management Order ("CMO") XII, prior CMOs incorporated therein by reference, and the terms of the January 31, 2011 Consent Order ("Consent Order") (collectively, "Amended Production Requirements").

RESERVATIONS AND COMMENTS

1. “Documents,” excluding electronic e-mail and Electronically Stored Information, are defined herein as set forth in this Court’s August 11, 2009 Order for Preservation of Documents and Data.

2. “Alleged Discharges” are defined herein as set forth in the Court’s CMO VIII.

3. “Sites,” in accordance with CMO VIII, are defined herein as the sites or properties with which Honeywell is associated in the following paragraphs in the Third-Party Complaint: 340 through 369, 1356 through 1374, and 1554 through 1571.

4. 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 those documents are covered by logs attached hereto. To the extent requirements set forth in the Amended Production Requirements are repetitive, burdensome and/or unfairly place a duty of inquiry on Honeywell as to the Newark Bay Complex locations other than the Sites, Honeywell submits its Supplemental Disclosures with reference to the Sites defined in paragraph 3 above, pursuant to CMO XII paragraph 21(c). Honeywell responds to the requirements set forth in CMO XII, paragraph 21(b) with these Supplemental Disclosures, as well as the information previously furnished by the Third-Party Joint Defense Group in connection with CMO V, paragraph 8.

5. In submitting its Supplemental Disclosures, Honeywell does not in any way waive

or intend to waive, but rather intends to preserve and is preserving:

A. All objections, at or during any further proceeding in this action or any action, as to the credibility, accuracy, adoption, competency, relevancy, materiality, and admissibility of any of the non-privileged, responsive documents that are produced, or their subject matter;

B. All objections as to the vagueness, ambiguity, or other infirmity in the form of any of the Amended Production Requirements and any objections based on the undue burden imposed thereby;

C. All rights to object on the ground that the Amended Production Requirements seek information or documents that are confidential, proprietary, financially sensitive, or contain trade secrets;

D. All rights to object on any ground to the use of any of the non-privileged, responsive documents produced in any subsequent proceedings in this action or any other action;

E. All rights to object on any ground to any other discovery requests involving or related to the subject matter of the Amended Production Requirements;

F. Any and all privileges, including but not limited to the attorney-client privilege, the work product privilege, the common interest doctrine, confidentiality, trade secret, State and Federal Homeland Security confidentiality, or any other applicable privilege or immunity, and/or rights under the applicable court rules, statutes, or the common law. Inadvertent disclosure of any information or documents protected by the attorney-client privilege, the work product privilege, or any other applicable privilege or immunity shall not constitute a waiver of any privilege or immunity, nor shall inadvertent

disclosure waive Honeywell's right to object to the use of such information contained therein during this action or in any other proceeding. Honeywell explicitly reserves the right to clawback of inadvertently produced privileged documents, pursuant to the August 11, 2009 "Agreed Order Regarding Documents Withheld from Production" as appended to CMO VIII, or pursuant to any other applicable law or rule governing inadvertent disclosure of privileged documents.

6. Honeywell's Supplemental Disclosures are based on the information available to Honeywell upon reasonable inquiry and its investigation in this matter is continuing. Accordingly, Honeywell reserves the right to supplement, clarify, and revise these Supplemental Disclosures any time prior to trial to the extent additional information becomes available or is obtained through discovery. Further, Honeywell reserves the right to amend these Supplemental Disclosures to the extent the claims brought by or alleged against Honeywell in this litigation are amended.

7. Honeywell reserves its right to rely on any facts, documents or other evidence that may develop or come to Honeywell's attention during the course of this matter. Honeywell's responses are set forth herein without prejudice to its right to assert additional objections or to supplement its responses should Honeywell discover additional grounds for doing so during the course of this matter.

8. Documents subject to claims of privilege, including but not limited to the attorney-client privilege and the work product privilege, will be detailed in a log to be furnished as soon as practicable in accordance with the August 11, 2009 "Agreed Order Regarding Documents Withheld from Production" as appended to CMO VIII.

9. Pursuant to the Amended Production Requirements, Honeywell has withheld from its

Supplemental Disclosures those publicly available documents listed in its First Log of Public Documents Withheld From Production attached hereto. Honeywell reserves its right to supplement, clarify, and revise its First Log of Public Documents Withheld From Production. Further, Honeywell reserves its right to log and withhold publicly available documents from any supplements, clarifications, and revisions to its Supplemental Disclosures and, to the extent applicable, from any subsequent discovery requests. The inclusion of publicly available documents in Honeywell's Supplemental Disclosures does not in any way waive Honeywell's right to withhold publicly available documents in accordance with the Amended Production Requirements. The following abbreviations are used in Honeywell's First Log of Public Documents Withheld From Production:

USEPA United States Environmental Protection Agency
NJDEP New Jersey Department of Environmental Protection
PVSC Passaic Valley Sewerage Commissioners

RESPONSES

Honeywell incorporates by reference each of the foregoing Reservations and Comments into each of the responses set forth below, as if fully set forth therein.

CMO XII, PARAGRAPH 21(b)(i): 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 TO CMO XII, PARAGRAPH 21(b)(i): Subject to and without waiver of the foregoing Reservations and Comments, documents responsive to this request, to the extent available, non-privileged, and not listed in the First Log of Public Documents Withheld From

Production attached hereto, are on the enclosed hard drive and discs as provided under the Amended Production Requirements.

CMO XII, PARAGRAPH 21(b)(ii): Copies of all non-privileged Documents other than electronic email discovery, that relate to . . . (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 TO CMO XII, PARAGRAPH 21(b)(ii): Subject to and without waiver of the foregoing Reservations and Comments, documents responsive to this request, to the extent available, non-privileged, and not listed in the First Log of Public Documents Withheld From Production attached hereto, are on the enclosed hard drive and discs as provided under the Amended Production Requirements.

CMO XII, PARAGRAPH 21(b)(iii): Copies of all non-privileged Documents other than electronic email discovery, that relate to . . . (iii.) other actions relating to properties or operations that may have adversely impacted the environmental condition of the Newark Bay Complex;

RESPONSE TO CMO XII, PARAGRAPH 21(b)(iii): Subject to and without waiver of the foregoing Reservations and Comments, documents responsive to this request, to the extent available, non-privileged, and not listed in the First Log of Public Documents Withheld From Production attached hereto, are on the enclosed hard drive and discs as provided under the Amended Production Requirements.

CMO XII, PARAGRAPH 21(b)(iv): Copies of all non-privileged Documents other than electronic email discovery, that relate to . . . (iv.) the costs and damages sought in connection with any alleged discharge of Hazardous Materials.

RESPONSE TO CMO XII, PARAGRAPH 21(b)(iv): Subject to and without waiver of the foregoing Reservations and Comments, documents responsive to this request, to the extent available, non-privileged, and not listed in the First Log of Public Documents Withheld From Production attached hereto, are on the enclosed hard drive and discs as provided under the Amended Production Requirements.

CMO XII, PARAGRAPH 21(c)(1)(i): 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 TO CMO XII, PARAGRAPH 21(c)(1)(i): Subject to and without waiver of the foregoing Reservations and Comments, documents responsive to this request, to the extent available, non-privileged, and not listed in the First Log of Public Documents Withheld From Production attached hereto, are on the enclosed hard drive and discs as provided under the Amended Production Requirements.

CMO XII, PARAGRAPH 21(c)(1)(ii): 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 . . . 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 TO CMO XII, PARAGRAPH 21(c)(1)(ii): Subject to and without waiver of the foregoing Reservations and Comments, documents responsive to this request, to the extent available, non-privileged, and not listed in the First Log of Public Documents Withheld From Production attached hereto, are on the enclosed hard drive and discs as provided under the Amended Production Requirements.

CMO XII, PARAGRAPH 21(c)(1)(iii): 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 . . . iii. sampling results from environmental, chemical, or biological testing conducted at that Third Party Defendant's properties.

RESPONSE TO CMO XII, PARAGRAPH 21(c)(1)(iii): Subject to and without waiver of the foregoing Reservations and Comments, documents responsive to this request, to the extent available, non-privileged, and not listed in the First Log of Public Documents Withheld From Production attached hereto, are on the enclosed hard drive and discs as provided under the Amended Production Requirements.

CMO XII, PARAGRAPH 21(c)(1)(iv): 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 . . . 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 TO CMO XII, PARAGRAPH 21(c)(1)(iv): Subject to and without waiver of the foregoing Reservations and Comments, documents responsive to this request, to the extent available, non-privileged, and not listed in the First Log of Public Documents Withheld From Production attached hereto, are on the enclosed hard drive and discs as provided under the Amended Production Requirements.

CMO XII, PARAGRAPH 21(c)(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 TO CMO XII, PARAGRAPH 21(c)(2): Subject to and without waiver of the foregoing Reservations and Comments, documents responsive to this request, to the extent available, non-privileged, and not listed in the First Log of Public Documents Withheld From Production attached hereto, are on the enclosed hard drive and discs as provided under the Amended Production Requirements.

CMO XII, PARAGRAPH 21(c)(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.

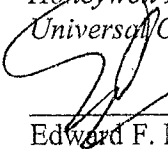
RESPONSE TO CMO XII, PARAGRAPH 21(c)(3): Subject to and without waiver of the foregoing Reservations and Comments, documents responsive to this request, to the extent available, non-privileged, and not listed in the First Log of Public Documents Withheld From

Production attached hereto, are on the enclosed hard drive and discs as provided under the Amended Production Requirements.

Dated: March 28, 2011

Respectfully submitted,

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