

McCarter & English, LLP
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Attorney for Third-Party Defendant
Hudson Tool & Die Company, Inc.

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION and
THE ADMINISTRATOR OF THE NEW
JERSEY SPILL COMPENSATION FUND,

Plaintiffs,

v.

OCCIDENTAL CHEMICAL
CORPORATION, TIERRA SOLUTIONS,
INC., MAXUS ENERGY CORPORATION,
REPSOL YPF, S.A., YPF, S.A., YPF
HOLDINGS, INC. and CLH HOLDINGS,
INC.,

Defendants.

MAXUS ENERGY CORPORATION and
TIERRA SOLUTIONS,
INC.,

Third-Party Plaintiffs,

vs.

3M COMPANY, *et al.*,

Third-Party Defendants.

SUPERIOR COURT OF NEW
JERSEY
LAW DIVISION: ESSEX
COUNTY

DOCKET NO. L-9868-05 (PASR)

CIVIL ACTION

**SUPPLEMENTAL INITIAL
DISCLOSURE OF THIRD
PARTY DEFENDANT HUDSON
TOOL & DIE COMPANY, INC.**

Third-Party Defendant Hudson Tool & Die Company, Inc. (“Respondent” or
“Hudson”) hereby provides its Supplement to Initial Disclosure pursuant to Case
Management Order (“CMO”) XII.

Reservations and Comments

1. Hudson 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 and any other applicable protection. These disclosures are not intended to prejudice or waive any privileges or objections Hudson may have with respect to any outstanding or subsequent requests for discovery.

2. Hudson'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, Hudson reserves the right to amend these disclosures to the extent the claims brought by or alleged against Hudson in this litigation are amended.

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

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. See 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. See 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. See Response to Paragraphs 21(c), 1, i.-iv., below.

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

Response: See Reservations noted above. Hudson 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: In addition to the Reservations stated above, and expressly subject to them, Hudson states that it is unaware of any documents that would show the existence of any discharge or release of Hazardous Materials into the Newark Bay Complex from Hudson’s property. In an attempt to be responsive, Hudson has previously provided a CD with non-privileged documents related to environmental compliance and remediation at 59 Wall Street, Newark, New Jersey (the “Site”).

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: In addition to the Reservations stated above, and expressly subject to them, Hudson states that it is unaware of any documents that would show the existence of any discharge or release of Hazardous Materials into the Newark Bay Complex from Hudson's property. In an attempt to be responsive, Hudson has previously provided a CD with non-privileged documents related to environmental compliance and remediation at the Site.

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

Response: In addition to the Reservations stated above, and expressly subject to them, Hudson states that it is unaware of any documents that would show the existence of any discharge or release of Hazardous Materials into the Newark Bay Complex from Hudson's property or operations. In an attempt to be responsive, Hudson has previously provided a CD with non-privileged documents related to environmental compliance and remediation at the Site.

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: In addition to the Reservations stated above, and expressly subject to them, Hudson states that it is unaware of any documents that would show the existence of any discharge or release of Hazardous Materials into the Newark Bay Complex from Hudson's property. In an attempt to be responsive, Hudson has previously provided a CD with non-privileged documents related to environmental compliance and remediation at the Site.

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: In addition to the Reservations stated above, and expressly subject to them, Hudson states that it is unaware of any documents that would show the existence of any discharge or release of Hazardous Materials into the Newark Bay Complex from Hudson's property. In an attempt to be responsive, Hudson has previously provided a CD with non-privileged documents related to environmental compliance and remediation at the Site.

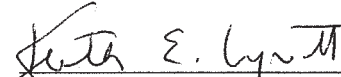
3. Any insurance or indemnity agreement under which another person or entity may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy said judgment.

Response: Hudson will provide available insurance agreements upon request.

Dated: January 31, 2012

Respectfully submitted,

McCarter & English, LLP
Attorney for Third-Party Defendant
Hudson Tool & Die Company, Inc.



Keith E. Lynott

CERTIFICATE OF SERVICE

I, Keith E. Lynott, hereby certify as follows:

1. I am a member of the law firm of McCarter & English, LLP, attorneys for Third-Party Defendant Hudson Tool & Die Company, Inc. in connection with this matter.

2. On January 31, 2012, I caused copies of the Supplemental Initial Disclosure of Third-Party Defendant Hudson Tool & Die Company, Inc. to be served by posting on <https://cvg.ctsummation.com> and via FedEx on Charles Crout, Esq., Andrews Kurth LLP, 1350 I Street, NW, Suite 1100, Washington, DC 20005, attorneys for Maxus Energy Corporation and Tierra Solutions.


3. On January 31, 2012, I caused copies of the Supplemental Initial Disclosure of Third-Party Defendant Hudson Tool & Die Company, Inc. to be served electronically on all parties that have consented to service by posting on <https://cvg.ctsummation.com>. I also caused the following counsel of record to be served via regular mail.

City of Orange	John P. McGovern Assistant City Attorney City of Orange Township 29 North Day St. Orange, NJ 07050
Borough of Hasbrouck Heights	Richard J. Dewland Coffey & Associates 465 South Street Morristown, NJ 07960
Township of Winfield Park	Frank G. Capece, Esq. Garrubbo Caprece & Millman 53 Cardinal Drive Westfield, NJ 07090

Dated: January 31, 2012

Respectfully submitted,

McCARTER & ENGLISH, LLP
Attorney for Third-Party Defendant
Hudson Tool & Die Company, Inc.



Keith E. Lynott

January 31, 2012

VIA CT SUMMATION AND FEDEX

Charles M. Crout, Esq.
Andrews Kurth LLP
1351 I Street N.W., Suite 1100
Washington, D.C. 20005

Re: New Jersey Department of Environmental Protection, et al. v.
Occidental Chemical corp., et al.
Docket No. ESX-L-9868-05 (PASR)

Keith E. Lynott
Partner
T. 973.639.7940
F. 973.297.3716
klynott@mccarter.com

Dear Mr. Crout:

I write on behalf of Third Party Defendant Hudson Tool & Die Company, Inc.
("Hudson").

McCarter & English, LLP
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100 Mulberry Street
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www.mccarter.com

I attach a Supplemental Initial Disclosure of Third-Party Defendant Hudson Tool & Die Company, Inc. Hudson reserves its right to supplement and/or amend its CMO XII document production and Initial Disclosures should additional information become available.

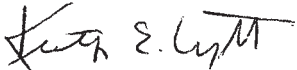
In response to Mr. Gentile's letter of January 10, 2012, Hudson has not asserted or relied upon objections as to "Excepted Information" in providing documents in connection with its Initial Disclosures.

Please do not hesitate to contact me should you have any questions or require any additional information.

BOSTON

Sincerely,

HARTFORD



NEW YORK

Keith E. Lynott

NEWARK

cc: Vincent E. Gentile, Esq. (w/enclosures)
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)
Gregg H. Hilzer, Esq. (w/enclosures)
Domenick Carmagnola, Esq. (w/enclosures)

PHILADELPHIA

STAMFORD

WILMINGTON