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August 3, 2011

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

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

Dear Mr. Crout:

We represent third-party defendant News Publishing Australia Ltd. in the above-referenced matter. Pursuant to the January 31, 2011 Consent Order, your letter to Eric Rothenberg dated July 6, 2011, and our subsequent email exchange, enclosed please find News Publishing Australia Ltd.'s Supplemental Third-Party Disclosure, a disk containing the referenced documents, and logs of documents that (i) are privileged and/or have been redacted and (ii) are publicly available.

Please contact me if you have any questions

Sincerely,



Peter Simshauser

cc: Eric B. Rothenberg, Esq. (with enclosure)  
Lee D. Henig-Elona, Esq. (with enclosure)  
John M. Scagnelli, Esq. (with enclosure)  
Peter J. King, Esq. (with enclosure)  
Michael Gordon, Esq. (with enclosure)  
Robert T. Lehman, Esq. (with enclosure)  
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Counsel for Third-Party Defendant  
News Publishing Australia Limited

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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.

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SUPERIOR COURT OF NEW  
JERSEY  
LAW DIVISION: ESSEX  
COUNTY

DOCKET NO. L-9868-05 (PASR)

CIVIL ACTION

**SUPPLEMENTAL THIRD-  
PARTY DISCLOSURE OF  
THIRD-PARTY DEFENDANT  
NEWS PUBLISHING  
AUSTRALIA LIMITED**

Third-Party Defendant News Publishing Australia Limited ("Respondent") hereby provides its Supplement to Initial Disclosure pursuant to Case Management Order ("CMO") XII and prior CMOs incorporated therein by reference and, in accordance with terms of the January 31, 2011 Consent Order ("Consent Order") applicable to certain 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, 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 (but it assumes no obligation in that respect beyond that arising under

applicable statutes, rules or orders). 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 reservations or objections, or to supplement its responses should Respondent discover additional grounds for doing so.

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," 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.

7. Document Production requirements set forth in CMO XII, paragraph 21 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"

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 either the August 11, 2009 "Agreed Order Regarding Documents Withheld from Production" or the Consent Order.

9. Respondent objects to the production request to the extent it seeks information that is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.

10. Respondent objects to the production request to the extent it seeks the production of documents generated after the Third-Party Plaintiffs filed their Third-Party Complaints.

11. Respondent objects to the production request to the extent it seeks documents covered by the work product doctrine, the attorney-client privilege, the joint-defense privilege or any other applicable privilege or immunity.

12. Respondent objects to the production request to the extent they seek information about operations or processes that could not have contributed to contamination in the Passaic River.

13. Respondent objects to the production request to the extent it seeks that Respondent produce documents already in the custody, possession or control of Third-Party Plaintiffs.

**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 stated above. See Response to Paragraph 21(c)(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 stated above. See Response to Paragraph 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 stated above.*

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

*Response -- See reservations stated above. Respondent further states 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 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 and without waiving the reservations stated above, documents responsive to this request, if any and to the extent available, are on the enclosed disc.*

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 and without waiving the reservations stated above, Respondent states: Respondent limits its response in accordance with the*

*reservations stated above and in accordance with the Amended Production Requirements. Documents responsive to portions of this request (in particular, the request for documents relating to "operations, manufacturing and/or production processes") are on the enclosed disc. Certain of the documents being produced were provided to Respondent's counsel in 1995 by counsel for an entity that later owned the property with which Respondent's predecessors were affiliated -- the documents were furnished more than twenty years after the property was sold by one such predecessor to a third party in 1974 (which terminated Respondent's predecessors' ownership of the property). Respondent does not concede that such documents are admissible, and reserves all rights respecting them.*

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

*Response -- Subject to and without waiving the reservations stated above, Respondent states: Respondent limits its response to those documents as to the Alleged Discharges in accordance with the reservations stated above. Documents responsive to this request, if any and to the extent available, are on the enclosed disc.*

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 and without waiving the reservations stated above, documents responsive to this request, if any, are produced pursuant to the requirements of CMO XII, Paragraph 21(c) as to the Alleged Discharges on the enclosed disc.*

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 and without waiving the reservations stated above, documents responsive to this request as to the Alleged Discharges, if any and to the extent available, are on the enclosed disc.*

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 and without waiving the reservations stated above, documents responsive to this request, if any and to the extent available, are on the*

*enclosed disc, as provided under the Amended Production Requirements and as to policies potentially covering the Alleged Discharges.*

Dated: August 3, 2011

Respectfully submitted,

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Attorney for Third-Party Defendant  
News Publishing Australia Limited

A handwritten signature in cursive script, reading "Peter Simshauser".

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Peter Simshauser, Esq.



**New Jersey Department of Environmental Protection**  
**v.**  
**Occidental Chemical Corp. Et Al**  
**Superior Court of New Jersey Law Division, Essex County**  
**Docket No. L-9868-05**

August 3, 2011

**Documents Produced By News Publishing Australia Limited**

**NPAL000001 - NPAL009725**