

Lanny S. Kurzweil, Esq.
McCARTER & ENGLISH, LLP
Four Gateway Center
100 Mulberry Street
Newark, NJ 07102
Tel: 973.622.4444
Fax: 973.624.7070

Attorneys for Third-Party Defendant General Dynamics Corporation

NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION, *et al.*,

Plaintiffs,

vs.

OCCIDENTAL CHEMICAL CORPORATION, *et al.*,

Defendants,

MAXUS ENERGY CORPORATION and
TIERRA SOLUTIONS, INC.,

Third-Party Plaintiffs,

vs.

AMERICAN CYANAMID, *et al.*,

Third-Party Defendants.

SUPERIOR COURT OF NEW
JERSEY
LAW DIVISION: ESSEX COUNTY

DOCKET NO. L-9868-05 (PASR)

CIVIL ACTION

**GENERAL DYNAMICS
CORPORATION'S ANSWER TO
THIRD-PARTY COMPLAINT "B",
AFFIRMATIVE DEFENSES,
DEMAND FOR STATEMENT OF
DAMAGES, DESIGNATION OF
TRIAL COUNSEL, AND
CERTIFICATION**

**GENERAL DYNAMICS CORPORATION'S ANSWER TO THIRD-PARTY
COMPLAINT "B"**

Third-Party Defendant General Dynamics Corporation ("GDC" or "Third-Party Defendant"), a Delaware corporation with its principal place of business at 2941 Fairview Park Drive, Falls Church, Virginia, by and through its undersigned counsel, and in accordance with this Court's Case Management Order V, Section 9, entered April 16, 2009 ("CMO V"), hereby answers the Third-Party Complaint "B" by Defendants/Third-Party Plaintiffs Maxus Energy Corporation and Tierra Solutions, Inc. ("Third-Party Plaintiffs"), as follows:

GENERALLY

GDC denies each and every allegation contained in Third Party Complaint "B" that is not otherwise herein addressed, including, without limitation, any allegations concerning the relief sought in the First Count and the Second Count and all headings and titles used in Third-Party Complaint "B".

AS TO PROCEDURAL BACKGROUND

1.-15. GDC responds that the referenced pleadings speak for themselves. No response is required pursuant to CMO V.

AS TO THE THIRD PARTY PLAINTIFFS

16.-18. No response is required pursuant to CMO V.

AS TO THE THIRD PARTY DEFENDANTS

(Paragraphs 19 through 210)

19.-95. The allegations in Paragraphs 19 through 95 relate to other parties, and no response is required pursuant to CMO V.

96. GDC admits that it is a corporation organized under the laws of the State of Delaware with its principal place of business at 2941 Fairview Park Drive, Falls Church, Virginia.

97.-209. The allegations in Paragraphs 97 through 209 relate to other parties, and no response is required pursuant to CMO V.

210. The allegations in Paragraph 210 state a legal conclusion as to which no response is required. GDC denies the allegations in Paragraph 210 to the extent the allegations are directed to GDC.

AS TO DEFINITIONS

211.-236. Paragraphs 211 through 236 contain definitions. No response is required pursuant to CMO V.

AS TO FACTUAL ALLEGATIONS

237.-1088. The referenced pleadings speak for themselves. No response is required pursuant to CMO V.

1089.-1091. GDC is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 1089-1091, and therefore denies the same.

1092. GDC denies the allegations contained in Paragraph 1092.

1093.-1111. GDC is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraphs 1093-1111, and therefore denies the same.

1112. GDC denies the allegations in Paragraph 1112.

1113.-3445. The referenced pleadings speak for themselves. No response is required pursuant to CMO V.

AS TO FIRST COUNT

New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11.f.a.2(a)

3446. GDC incorporates by reference as if fully set forth herein its responses and denials as asserted in Paragraphs 1 through 3445 herein.

3447. GDC denies the allegations in Paragraph 3447 to the extent the allegations are directed to GDC. GDC is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations stated in Paragraph 3447, and therefore denies the same.

3448. Paragraph 3448 states a legal conclusion as to which no response is required.

3449. GDC denies the allegations in Paragraph 3449 to the extent the allegations are directed to GDC. GDC is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations stated in Paragraph 3449, and therefore denies the same.

3450. GDC is without knowledge or information sufficient to form a belief as to the truth of the allegations stated in Paragraph 3450, and therefore denies the same.

3451. GDC denies the allegations in Paragraph 3451 to the extent the allegations are directed to GDC. GDC is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations stated in Paragraph 3451, and therefore denies the same.

AS TO SECOND COUNT

Statutory Contribution

3452. GDC incorporates by reference as if fully set forth herein its responses and denials as asserted in Paragraphs 1 through 3451 herein.

3453. GDC denies the allegations in Paragraph 3453 to the extent the allegations are directed to GDC. GDC is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations stated in Paragraph 3453, and therefore denies the same.

FIRST AFFIRMATIVE DEFENSE

The Third-Party Complaint is barred in whole or in part as it fails to state a cause of action against Third-Party Defendant upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Third-Party Defendant is not a discharger or a person in any way responsible for a discharge under N.J.S.A. 58:10-23.11 *et seq.* ("Spill Act").

THIRD AFFIRMATIVE DEFENSE

Claims of Third-Party Plaintiffs, their agents, employees, successors and assigns ("Third-Party Plaintiffs") are barred, in whole or in part, by the statutory defenses to liability provided by the Spill Act and the Water Pollution Control Act, N.J.S.A. 58:10A-1 *et seq.* ("WPCA").

FOURTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs have no Spill Act claim against Third-Party Defendant because they have not cleaned up and/or removed a discharge of hazardous substances within the meaning of the Spill Act.

FIFTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs have no right of contribution against Third-Party Defendant under the WPCA.

SIXTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred by the entire controversy doctrine.

SEVENTH AFFIRMATIVE DEFENSE

Some or all of Third-Party Plaintiffs do not have standing to sue.

EIGHTH AFFIRMATIVE DEFENSE

Upon information and belief, Third-Party Plaintiffs are mere corporate shells who are periodically infused with cash or equivalent contributions by other corporate entities which money Third-Party Plaintiffs purport to use to address the environmental contamination at

issue in this litigation. Consequently, the claims by Third-Party Plaintiffs are barred under the collateral source doctrine or its equitable equivalent.

NINTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs are not the real parties in interest for pursuit of the claims set forth in the Third-Party Complaint, nor are Third-Party Plaintiffs acting in the capacity of an executor, administrator, guardian of a person or property, trustee of an express trust, or a party with whom or in whose name a contract has been made for the benefit of another. Consequently, all claims are barred under R. 4:26-1 of the New Jersey Court Rules.

TENTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs are mere volunteers for remediation of the environmental contamination for which they claim contribution and/or other relief from Third-Party Defendant. Consequently, the claims in the Third-Party Complaint are barred, in whole or in part.

ELEVENTH AFFIRMATIVE DEFENSE

The damages sought by Third-Party Plaintiffs are wholly speculative, conjectural, unreasonable, excessive and/or arbitrary and capricious.

TWELFTH AFFIRMATIVE DEFENSE

Third-Party Defendant cannot be liable for or be required to pay Third-Party Plaintiffs' damages that arise out of conduct lawfully undertaken in compliance with permits or other approvals issued by relevant government agencies or departments, including those of New Jersey and/or the United States and/or in compliance with applicable laws, regulations, rules, orders, ordinances, directives and common law, and other requirements of all foreign, federal, state and local government entities ("applicable Environmental Laws").

THIRTEENTH AFFIRMATIVE DEFENSE

The State of New Jersey is legally barred from asserting direct claims against Third-Party Defendant for the damages sought in its Amended Complaint. Consequently, all claims that are or may be derivative of the State of New Jersey's claims are barred as to the Third-Party Defendant as well, including the claims set forth in the Third-Party Complaint.

FOURTEENTH AFFIRMATIVE DEFENSE

The Third-Party Complaint is barred and/or is constitutionally impermissible to the extent that it seeks to impose retroactive liability.

FIFTEENTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' Complaint is barred to the extent that it seeks relief for damages incurred prior to the effective date of the Spill Act.

SIXTEENTH AFFIRMATIVE DEFENSE

At all relevant times, Third-Party Defendant complied with all applicable Environmental Laws and industry standards, and otherwise conducted itself reasonably, prudently, in good faith, and with due care for the rights, safety and property of others.

SEVENTEENTH AFFIRMATIVE DEFENSE

The claims asserted against Third-Party Defendant in the Complaint are barred because, at all relevant times, Third-Party Defendant exercised due care with respect to hazardous substances, if any, that may have been handled at the subject property, took precautions against foreseeable acts or omissions of others and the consequences that could reasonably result from such acts or omissions, and because any release or threat of release of any hazardous substances, if any, and any costs or damages resulting therefrom, were caused solely by the negligence, acts or omissions of third parties over whom Third-Party Defendant had no control, whether by, in

whole or part, contract or otherwise, or any duty to control, including, without limitation, the State of New Jersey and its agencies and officials, and the United States and its agencies and officials.

EIGHTEENTH AFFIRMATIVE DEFENSE

The Third-Party claims are barred in whole or in part by the doctrine of preemption.

NINETEENTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims against Third-Party Defendant are barred, in whole or in part, by the applicable Statute of Limitations, Statute of Repose, and/or the equitable doctrine of laches.

TWENTIETH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred in whole or in part by the doctrines of accord and satisfaction, waiver, consent, estoppel, release and/or assumption of risk.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred, in whole or in part, by the doctrine of "coming to the nuisance."

TWENTY-SECOND AFFIRMATIVE DEFENSE

The claims for equitable contribution under the Spill Act in the Third-Party Complaint are barred because: (1) equity will not compel action that is impossible of performance; (2) equity will not exceed the rights of parties existing at law; (3) equity will not consciously become an instrument of injustice; (4) equity will not permit double satisfaction; and/or (5) to the extent Third-Party Defendant is acting or has acted to conduct environmental cleanup at any site(s) alleged by Third-Party Plaintiffs to be the subject of their contribution claims against

Third-Party Defendant, equity will not compel action that is already being undertaken and/or is unnecessary.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred, in whole or in part, by the doctrines of unclean hands, collateral estoppel, *res judicata*, and/or judicial estoppel including but not limited to in connection with prior findings as to Third-Party Plaintiffs' intentional misconduct.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred because the relief sought against Third-Party Defendant, were it claimed directly by Plaintiffs, would amount to unlawful taxation.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims against Third-Party Defendant are subject to setoff and recoupment and therefore must be reduced accordingly.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Third-Party Defendant did not own or operate a "Major Facility" as defined by the Spill Act or the WPCA.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred, in whole or in part, by Third-Party Plaintiffs' failure to comply with the prerequisites to liability under the Spill Act including, without limitation to, Third-Party Plaintiffs have not incurred costs authorized by the Spill Act and Third-Party Plaintiffs have failed to direct cleanup and removal activities in accordance with the National Contingency Plan to the greatest extent possible.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred to the extent neither they nor Plaintiffs have incurred "costs of restoration and replacement ... of any natural resources damaged or destroyed by a discharge" under the Spill Act.

TWENTY-NINTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs have failed to join necessary and indispensable parties needed for a just adjudication of the claims asserted in this action, in whose absence complete relief cannot be afforded the existing parties pursuant to *R. 4:28-1* including, without limit, State of New Jersey agencies and instrumentalities, trustees for tidelands, and United States agencies and instrumentalities with liability under the Spill Act.

THIRTIETH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are not ripe for adjudication, inter alia, because Third-Party Plaintiffs have a joint liability to the Plaintiffs and have not paid more than their equitable share of the liability.

THIRTY-FIRST AFFIRMATIVE DEFENSE

Third-Party Defendant denies that Third-Party Plaintiffs have suffered any harm whatsoever, but in the event that they did suffer any form of injury or damage cognizable under applicable Environmental Laws, such injury was the result of an intervening, supervening or superseding cause, including, without limit, unpermitted and storm event discharges from publicly owned treatment works.

THIRTY-SECOND AFFIRMATIVE DEFENSE

If Third-Party Plaintiffs sustained any injury or are entitled to any damages, such injury and damages were wholly, or in part, caused by Third-Party Plaintiffs' own acts or omissions,

negligence, lack of due care and fault and/or that of Third-Party Plaintiffs' agents or employees. In the event that Third-Party Plaintiffs are found to have sustained any injury and are entitled to damages, Third-Party Plaintiffs' recovery against Third-Party Defendant, if any, must be reduced by the proportionate damages caused by the acts and conduct of Third-Party Plaintiffs and/or its agents or employees.

THIRTY-THIRD AFFIRMATIVE DEFENSE

Although Third-Party Defendant denies that it is liable for the contamination described in Third-Party Plaintiffs' Complaint, in the event it is found liable, Third-Party Defendant is entitled to an offset against any such liability on its part for the equitable share of the liability of any person or entity not joined as a defendant in this action that would be liable to Third-Party Plaintiffs.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

Under N.J.S.A. 2A:15-97, or any other law or equitable principle, the amount of damages, if any, should be reduced by any amounts recovered from any other source.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred to the extent that the conduct of Third-Party Defendant that is alleged to give rise to liability in the Third-Party Complaint is the subject of a release, covenant not to sue, or has otherwise been excused by Plaintiffs, including, without limit, through issuance of a no further action letter, consent order, settlement agreement, response action outcome or other applicable document.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

The disposal of waste, if any, which allegedly originated from Third-Party Defendant, was undertaken in accordance with the then state of the art, the then accepted industrial practice and technology, and the then prevailing legal requirements.

THIRTY-SEVENTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs are not entitled to recover costs incurred for cleanup actions not undertaken in coordination or conjunction with federal agencies.

THIRTY-EIGHTH AFFIRMATIVE DEFENSE

Any discharge that allegedly originated from Third-Party Defendant, was investigated and remediated by a licensed professional and/or under the oversight of State and/or federal agencies with the then state of the art, the then accepted industrial practice and technology, and the then prevailing requirements.

THIRTY-NINTH AFFIRMATIVE DEFENSE

The damages Third-Party Plaintiffs seek, if awarded, would result in unjust enrichment to the Third-Party Plaintiffs.

FORTIETH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred due to its own conduct in unilaterally, and without notice to Third-Party Defendant, implementing clean-up plan(s) or taking other actions that resulted in the commingling of formerly divisible areas of environmental harm.

FORTY-FIRST AFFIRMATIVE DEFENSE

Third-Party Defendant's liability to Third-Party Plaintiffs, if any, is limited to Spill Act and contribution claims and excludes any such claims which may properly be apportioned to

other third parties pursuant to *Burlington Northern and Santa Fe Railway Co., et al. v. United States, et al.*, 556 U.S. ____; 129 S.Ct. 1870 (2009), and other comparable decisional law.

FORTY-SECOND AFFIRMATIVE DEFENSE

Third-Party Plaintiffs cannot assert contribution claims against Third-Party Defendant because the discharges for which the Plaintiffs are seeking relief are different from Third-Party Defendant's alleged discharges.

FORTY-THIRD AFFIRMATIVE DEFENSE

Third-Party Plaintiffs cannot seek contribution under the Joint Tortfeasors Contribution Law because Third-Party Defendant(s) are not liable for "the same injury" caused by Third-Party Plaintiffs' discharges and do not share a common liability to the State.

FORTY-FOURTH AFFIRMATIVE DEFENSE

Third-Party Defendant incorporates by reference any affirmative defense asserted by other parties in this action to the extent such affirmative defenses are defenses to Third-Party Plaintiffs' claims and do not impose liability on nor are contrary to any final position taken by Third-Party Defendant.

FORTY-FIFTH AFFIRMATIVE DEFENSE

Third-Party Defendant reserves the right to assert and hereby invokes each and every defense pursuant to applicable Environmental Laws that may be available during the course of this action.

FORTY-SIXTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred to the extent they seek to hold Third-Party Defendant liable, in contribution, for any claims for which it would be a violation of public

policy to hold Third-Party Defendant liable, including but not limited to punitive damages and penalties.

FORTY-SEVENTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred, in whole or in part, because no actions or inactions by Third-Party Defendant have resulted in any permanent impairment or damage to a natural resource.

FORTY-EIGHTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs claims for contribution, whether under the Spill Act or the New Jersey statutory provisions for contribution (including N.J.S.A. 2A:53A-1 et seq.), are derivative of, and are therefore no greater than, Plaintiffs' claims against Third-Party Plaintiffs. Consequently, Third-Party Plaintiffs' claims against Third-Party Defendant are barred to the extent of any legal extinguishments of actual or potential claims by the Plaintiffs against Third-Party Defendant pertaining to the alleged environmental contamination (including natural resource damage) of any site(s) alleged by Third-Party Plaintiffs to be the subject of their contribution claims against Third-Party Defendant. Examples of legal extinguishments that are or may be applicable to Third-Party Defendant include, with respect to each such site:

- A. Any release or covenant not to sue granted by Plaintiffs to Third-Party Defendant;
- B. Any settlement or other compromise between Plaintiffs and Third-Party Defendant;
- C. Any expiration of the statute of limitations governing Plaintiffs' right to maintain a claim against Third-Party Defendant;
- D. Any failure to join a claim relating to the "Newark Bay Complex" (as defined in the Third-Party Complaint) in a prior litigation between Plaintiffs and Third-Party Defendant, which would result in relinquishment of such a claim by virtue of New Jersey's Entire Controversy Doctrine; and/or

- E. Any issuance by Plaintiffs to Third-Party Defendant, directly or indirectly, of any “No Further Action” (a/k/a “NFA”) determination, “Negative Declaration,” or similar determination, or any issuance to Third-Party Defendant of a response action outcome or similar document.

FORTY-NINTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs’ claims are barred because the relief sought against Third-Party Defendant, were it claimed directly by Plaintiffs, would amount to a “taking” of Third-Party Defendant’s property in violation of its constitutional rights to due process and/or in violation of its rights under the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 *et seq.*

FIFTY AFFIRMATIVE DEFENSE

Third-Party Plaintiffs’ claims are barred to the extent the relief sought by Third-Party Plaintiffs in the Third-Party Complaint is at odds with Third-Party Defendant’s responsibilities, if any, to conduct ongoing environmental cleanups under oversight of the Plaintiffs at any site(s) alleged by Third-Party Plaintiffs to be the subject of their contribution claims against Third-Party Defendant, thereby exposing Third-Party Defendant to inconsistent responsibilities, penalties and liabilities, and the possibility of paying twice for the same actions (*i.e.*, double recovery).

FIFTY-FIRST AFFIRMATIVE DEFENSE

Without admitting liability, Third-Party Defendant alleges that if it is found to have been engaged in any of the activities alleged in the Third-Party Complaint, such activities were *de minimis* and not the cause of any damages or other claims by Third-Party Plaintiffs.

FIFTY-SECOND AFFIRMATIVE DEFENSE

The claims alleged in the Third-Party Complaint are barred, in whole or in part, by Third-Party Plaintiff’s failure to mitigate damages.

FIFTY-THIRD AFFIRMATIVE DEFENSE

Third-Party Plaintiffs' claims are barred, in whole or in part, because they have not paid more than their fair or equitable share of any damages, costs or other relief sought by the Plaintiffs, and are, therefore, not entitled to contribution from Third-Party Defendant.

FIFTY-FOURTH AFFIRMATIVE DEFENSE

Third-Party Plaintiffs are not entitled to recover from Third-Party Defendant more than Third-Party Defendant's fair, equitable, and proportionate share, if any, of the costs and damages sought by Third Party Plaintiffs or to otherwise recover from Third-Party Defendant more than the amount of such relief, if any, for which Third-Party Defendant is liable.

COUNTER-CLAIMS, CROSS CLAIMS AND THIRD/FOURTH PARTY CLAIMS

No such claims are required to be asserted at this time and are expressly reserved pursuant to CMO V.

WHEREFORE, Third-Party Defendant General Dynamics Corporation respectfully requests that the Court enter an Order dismissing the Third-Party Complaint "B" with prejudice, and awarding costs, attorney fees and any other relief the Court deems just and proper.

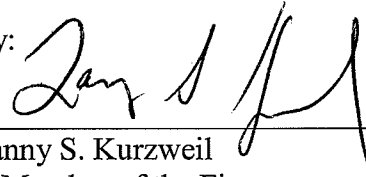
DEMAND FOR STATEMENT OF DAMAGES

Pursuant to Rule 4:5-2, Third-Party Defendant General Dynamics Corporation hereby demands that Third-Party Plaintiffs serve upon the undersigned within five (5) days of the date hereof a statement of damages claimed in the Third-Party Complaint.

Dated: March 17, 2010

MCCARTER & ENGLISH, LLP
Attorneys for Third-Party Defendant Third-Party Defendant General Dynamics Corporation

By:



Lanny S. Kurzweil
A Member of the Firm

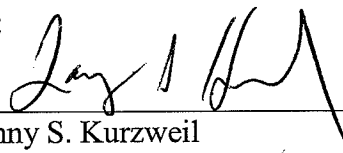
DESIGNATION OF TRIAL COUNSEL

In accordance with Rule 4:5-1(c) and Rule 4:25-4, Lanny S. Kurzweil, Esq. is designated as trial counsel for Third-Party Defendant General Dynamics Corporation.

Dated: March 17, 2010

McCARTER & ENGLISH, LLP
*Attorneys for Third-Party Defendant General
Dynamics Corporation*

By:

A handwritten signature in black ink, appearing to read "Lanny S. Kurzweil", is written over a horizontal line.

Lanny S. Kurzweil
A Member of the Firm

RULE 4:5-1 CERTIFICATION

Pursuant to R. 4:5-1(b)(2), the undersigned hereby certifies that:

- (a) The matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding and no action or arbitration proceeding is contemplated by the undersigned; and
- (b) Since it is the legal position of the undersigned that the potential liability, if any, of a third party defendant for the claims set forth in the Third Party Complaint is several only, there are no non-parties which should be joined in the action pursuant to R.4:28; but that
- (c) In the event the Court shall determine that the potential liability of a third party defendant, if any, for the claims set forth in the Third Party Complaint is in any respect joint and several (which is denied), then all or some of the non-parties listed on the October 20, 2009 posting by O'Melveny and Myers may constitute non-parties who should be joined in the action pursuant to R. 4:28; and
- (d) In either event, some or all of such non-parties are subject to joinder pursuant to R.4:29-1(b) because of potential liability to any party on the basis of the same transactional facts.

Third-Party Defendant's investigation is ongoing.

Dated: March 17, 2010

McCARTER & ENGLISH, LLP
*Attorneys for Third-Party Defendant General
Dynamics Corporation*

By:



Lanny S. Kurzweil
A Member of the Firm

CERTIFICATION OF SERVICE PURSUANT TO RULE 4:6-1 AND RULE 1:5-3

Timothy L. Borkowski, of full age, certifies as follows:

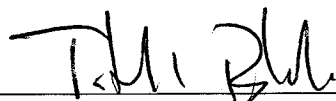
1. I am an attorney-at-law admitted to practice in the State of New Jersey and a member of the firm of McCarter & English, LLP, attorneys for Third-Party Defendant General Dynamics Corporation.

2. On the date set forth below, which is within the time period allowed for service under CMO V, ¶9(c)(ii) and in accordance with CMO V and CMO VI, I caused to be filed, via regular mail, with the Clerk of the Superior Court, Essex County Courthouse, 50 West Market Street, Newark, NJ 07102, an original and two copies of Third-Party Defendant General Dynamics Corporation's Answer To Third-Party Complaint "B", Affirmative Defenses, Demand For Statement Of Damages, Designation Of Trial Counsel, and Certification, and Case Information Statement.

3. On the date set forth below, in accordance with CMO V and CMO VI, I caused to be electronically served, by posting on www.sfile.com/njdepvocc, a true and accurate copy of Third-Party Defendant General Dynamics Corporation's Answer To Third-Party Complaint "B", Affirmative Defenses, Demand For Statement Of Damages, Designation Of Trial Counsel, and Certification, and Case Information Statement upon all parties that have consented to electronic service.

4. On the date set forth below, in accordance with CMO V and CMO VI, I caused to be served, via regular mail, a true and accurate copy of Third-Party Defendant General Dynamics Corporation's Answer To Third-Party Complaint "B", Affirmative Defenses, Demand For Statement Of Damages, Designation Of Trial Counsel, and Certification, and Case Information

Statement upon Counsel of Record for parties that have not consented to electronic service, listed on the attached "Third-Party Defendants for Regular Service."



Timothy L. Borkowski

Dated: March 17, 2010

Third-Party Defendants for Regular Service

Borough of Hasbrouck Heights	Richard J. Dewland Coffey & Associates 465 South Steet Morristown, NJ 07960 973.539.4500 rjd@coffeylaw.com
City of Orange	John P. McGovern Assistant City Attorney City of Orange Township 29 North Day St. Orange, NJ 07050
Passaic Pioneers Properties Company	John A. Daniels Daniels & Daniels LLC 6812 Park Ave. Guttenberg, NJ 07093
Township of Hillside	Christine M. Burgess Township Attorney Hillside Township Municipal Bldg. 1409 Liberty Ave. Hillside, NJ 07205
Township of Irvington	Gustavo Garcia Municipal Attorney Township of Irvington Irvington Municipal Building Civic Square Irvington, NJ 07111