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Attorneys for Third Party Defendant
Goodrich Corporation, on behalf of
Kalama Specialty Chemicals, Inc.

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

Plaintiffs,

vs.

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

Defendants,

MAXUS ENERGY CORPORATION and
TIERRA SOLUTIONS, INC.,

Third-Party Plaintiffs,

vs.

AMERICAN CYANAMID, et al.

Third-Party Defendants

SUPERIOR COURT OF NEW JERSEY
DIVISION: ESSEX COUNTY

DOCKET NO.: ESX-L-9868-05 (PASR)

CIVIL ACTION

THIRD-PARTY DEFENDANT
GOODRICH CORPORATION, ON
BEHALF OF KALAMA SPECIALTY
CHEMICALS, INC.'S ANSWER TO
DEFENDANTS/THIRD-PARTY
PLAINTIFFS MAXUS ENERGY
CORPORATION'S AND TIERRA
SOLUTIONS INC.'S THIRD-PARTY
COMPLAINT "D"

**THIRD PARTY DEFENDANT GOODRICH CORPORATION, ON BEHALF OF
KALAMA SPECIALTY CHEMICALS, INC.'S ANSWER TO
MAXUS ENERGY CORPORATION'S AND TIERRA SOLUTIONS, INC.'S
THIRD PARTY COMPLAINT "D"**

Third-Party Defendant Goodrich Corporation, on behalf of Kalama Specialty Chemicals Inc. ("Kalama"), by and through its attorneys Wolff & Sampson PC, and in accordance with Case Management Order V (April 16, 2009) by way of Answer to the specific allegations in the Third Party Complaint "D" of Defendants/Third-Party Plaintiffs Maxus Energy Corporation and Tierra Solutions, Inc. (collectively, "Defendants/Third-Party Plaintiffs"), hereby responds as follows:

GENERALLY

Kalama denies each and every allegation contained in Third Party Complaint "D" 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 "D."

PROCEDURAL BACKGROUND

1-7. Kalama responds that no answer is required to paragraphs 1-7 pursuant to Case Management Order V.

FIRST COUNT

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

8. Kalama repeats and herein incorporates by reference its answers to paragraphs 1-7.

9. Kalama denies the allegations of paragraph 9 to the extent they pertain to Kalama. Kalama denies the remaining allegations of paragraph 9 for lack of knowledge or information sufficient to form a belief as to the truth thereof.

10. Kalama states that the New Jersey Spill Compensation and Control Act speaks for itself.

11. Kalama denies the allegations of paragraph 11 to the extent they pertain to

Kalama. Kalama denies the remaining allegations of paragraph 11 for lack of knowledge or information sufficient to form a belief as to the truth thereof.

12. Kalama denies the allegations of paragraph 12 of Third Party Complaint "D" for lack of knowledge or information sufficient to form a belief as to the truth thereof.

13. Kalama denies the allegations of paragraph 13 to the extent they pertain to Kalama. Kalama denies the remaining allegations of paragraph 13 for lack of knowledge or information sufficient to form a belief as to the truth thereof.

14-22. Kalama responds that pursuant to Case Management Order V, no answer is required.

Goodrich Corporation Site

23. Kalama admits that it is the current owner of seven acres of property bordered on the west by the Passaic River. Further answering, Kalama denies that it is the current operator of this site. Kalama only operated the site from 1982 to 1994, when operations ceased. Kalama further admits that it maintains its principal place of business at Forum Coliseum Center, Charlotte, North Carolina. Kalama denies the remaining allegations of paragraph 23.

24. Kalama denies the allegations of paragraph 24.

25. Kalama denies the allegations of paragraph 25 for lack of knowledge or information sufficient to form a belief as to the truth thereof.

26. In 1982, Kalama Specialty Chemicals, Inc. acquired the site from EPEC Polymers, Inc. In 1994, Freedom Chemical Corporation acquired Kalama Specialty Chemicals, Inc. In March 1998, Goodrich Corporation acquired Freedom Chemical Corporation. Goodrich Corporation did not operate at the site at any time. Further answering, Kalama denies the remaining allegations of paragraph 26 for lack of knowledge or information sufficient to form a belief as to the truth thereof.

27. Kalama denies the allegations of paragraph 27 to the extent they pertain to Kalama. Kalama denies the remaining allegations of paragraph 27 for lack of knowledge or

information sufficient to form a belief as to the truth thereof.

28-89. Kalama responds that no answer is required pursuant to Case Management Order V.

SECOND COUNT

(Statutory Contribution)

90. Kalama repeats and herein incorporates by reference its answers to paragraphs 1-89.

91. Kalama denies the allegations of paragraph 91 to the extent they pertain to Kalama. Kalama denies the remaining allegations of paragraph 91 for lack of knowledge or information sufficient to form a belief as to the truth thereof.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Third Party Plaintiffs fail to state a claim against Kalama upon which relief may be granted.

Second Affirmative Defense

Third Party Plaintiffs' claims are barred in whole or in part by the applicable statute of limitations.

Third Affirmative Defense

Third Party Plaintiffs' claims are barred by the doctrines of laches and waiver.

Fourth Affirmative Defense

Third Party Plaintiffs' claims are barred by the doctrine of "unclean hands."

Fifth Affirmative Defense

Third Party Plaintiffs' claims are barred by the doctrines of collateral estoppel, *res judicata*, and/or judicial estoppel.

Sixth Affirmative Defense

Some or all of the Third Party Plaintiffs lack standing to sue.

Seventh Affirmative Defense

Third Party Plaintiffs have failed to mitigate damages, if any, thereby barring or diminishing any recovery.

Eighth Affirmative Defense

Third Party Plaintiffs' injuries or damages, if any, were caused in whole or in part by the acts or omissions of the plaintiffs or of third parties, over whom Kalama had neither control nor right of control, thereby barring or diminishing any recovery.

Ninth Affirmative Defense

Third Party Plaintiffs' injuries or damages, if any, were caused by intervening and/or superseding acts or omissions of third parties, thereby barring or diminishing any recovery.

Tenth Affirmative Defense

The Third Party Complaint "D" is vague and ambiguous in its identification of the "Goodrich Corporation Site," rendering Third Party Plaintiffs' allegations untenable as against Kalama.

Eleventh Affirmative Defense

Third Party Plaintiffs' claims are barred in whole or in part by the statutory defenses to liability in the New Jersey Spill Compensation and Control Act ("Spill Act").

Twelfth Affirmative Defense

The Third Party Complaint "D" is barred to the extent it seeks relief for damages incurred prior to the effective date of the Spill Act.

Thirteenth Affirmative Defense

Third Party Plaintiffs fail to state a claim against Kalama pursuant to the New Jersey Spill Compensation and Control Act, as plaintiffs have not cleaned up and/or removed a

discharge of hazardous substances within the meaning of the Spill Act.

Fourteenth Affirmative Defense

Some or all of the costs and/or damages alleged by Third Party Plaintiffs are not recoverable under 42 U.S.C. § 9613 and/or are not necessary or consistent "to the greatest extent possible" with The National Contingency Plan, 40 C.F.R. Part 300, as required under the Spill Act, N.J.S.A. 58:10-23.11f.

Fifteenth Affirmative Defense

Third Party Plaintiffs failed to allege facts that demonstrate that Kalama is among the class of persons potentially liable for cleanup costs under the Spill Act.

Sixteenth Affirmative Defense

Third Party Plaintiffs failed to allege facts that demonstrate that Kalama is a "discharger" and/or a Person "in any way responsible" under the Spill Act, N.J.S.A. 58:10-23, *et seq.*

Seventeenth Affirmative Defense

No hazardous substance or other material owned, used, possessed or generated by Kalama was released or threatened to be released at the site, within the meaning of the Spill Act.

Nineteenth Affirmative Defense

No hazardous substances or other material owned, possessed, used or generated by Kalama caused cleanup costs to be incurred at the site, within the meaning of CERCLA or the Spill Act.

Twentieth Affirmative Defense

Any discharges at, upon or from the site and/or to the Passaic River and/or the Newark Bay Complex during the time Kalama owned or operated the site occurred pursuant to a permit or other express authority from the appropriate federal, state or local agency and/or officials.

Twenty-First Affirmative Defense

Third Party Plaintiffs' claims are barred to the extent the conduct of Kalama giving rise to liability in the Third Party Complaint "D," if any, is the subject of a release, covenant not to sue, or has otherwise been discharged by Plaintiffs, including through the issuance of a no further action letter, consent order, settlement agreement, or other applicable document, with or without inclusion of contribution protection, or through the Plaintiffs' allowance of the lapse of any applicable statute of limitations or statute of repose.

Twenty-Second Affirmative Defense

Third Party Plaintiffs have failed to join a party or parties indispensable or needed for the just adjudication of this action and in whose absence complete relief cannot be accorded.

Twenty-Third Affirmative Defense

Third Party Plaintiffs' allegations against Kalama are barred because Kalama acted at all relevant times in compliance with all federal, state, and local laws.

Twenty-Fourth Affirmative Defense

Kalama incorporates all defenses asserted by the other Third Party Defendants as if stated herein.

Final Affirmative Defense

Kalama reserves the right to assert additional affirmative defenses upon the completion of discovery.

WHEREFORE, Goodrich Corporation, on behalf of Kalama Specialty Chemicals Inc., having fully answered the Third Party Complaint "D" hereby requests that the Third Party Complaint "D" be dismissed with prejudice, that it be awarded its costs, disbursements and attorneys' fees in the defense of this action, and that Goodrich Corporation, on behalf of Kalama Specialty Chemicals Inc. be granted any other relief to which it may be entitled.

WOLFF & SAMSON PC
Attorneys for Third-Party Defendant,
Goodrich Corporation, on behalf of
Kalama Specialty Chemicals Inc.

By

A handwritten signature in black ink, appearing to read 'LEE HENIG-ELONA', is written over a horizontal line. The signature is stylized with a large 'L' and a prominent 'H'.

LEE HENIG-ELONA

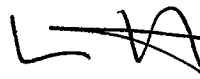
Dated: November 5, 2009

RULE 4:5-1 CERTIFICATION

I hereby certify that this matter is not the subject of any other action pending in any court or of a pending arbitration proceeding and I know of no other parties who should be joined in this action pursuant to R. 4:28 as it is the legal position of Goodrich Corporation, on behalf of Kalama Specialty Chemicals Inc., that liability of a third-party defendant for the claims set forth in Third-Party Complaint "D", if any, is several. However, should the Court determine that the potential liability of a third-party defendant, if any, is joint and several for the claims set forth in Third-Party Complaint "D," then Goodrich Corporation, on behalf of Kalama Specialty Chemicals Inc., states that there are other parties that may have discharged Hazardous Substances into the Newark Bay Complex contributing to the damages alleged by Defendants/Third-Party Plaintiffs. The identity of all known parties believed to have discharged Hazardous Substances will be identified in accordance with the procedures set forth in Case Management Order V. Likewise, additional discovery or investigation may identify additional parties to be joined in the litigation.

WOLFF & SAMSON PC
Attorneys for Third-Party Defendant,
Goodrich Corporation, on behalf of Kalama
Specialty Chemicals Inc.

By



LEE HENIG-ELONA

Dated: November 5, 2009

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer to Third-Party Complaint "D" and Affirmative Defenses was filed with the Clerk of Court, Superior Court of New Jersey, Essex County, by hand delivery and was served upon all parties which have consented to electronic service by posting to <http://njdepvocc.sfile.com> on this 5th day of November, 2009. All other Counsel of Record were served via first class, regular mail.



Lee Henig-Elona

Dated: November 5, 2009