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ATTORNEY FOR THIRD-PARTY DEFENDANT
The Newark Group, 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.

3M COMPANY, A.C.C., INC., ACH FOOD
COMPANIES, INC., ACTIVE OIL SERVICE,
ADCO CHEMICAL COMPANY, AGC
CHEMICALS AMERICAS, INC., ALDEN-
LEEDS, INC., ALLIANCE CHEMICAL, INC.,
ALUMAX MILL PRODUCTS, INC., AMCOL
REALTY CO., AMERICAN INKS AND
COATINGS CORPORATION, APEXICAL, INC.,
APOLAN INTERNATIONAL, INC., ARKEMA,
INC., ASHLAND INC., ASHLAND
INTERNATIONAL HOLDINGS, INC.,
ASSOCIATED AUTO BODY & TRUCKS, INC.,
ATLAS REFINERY, INC., AUTOMATIC
ELECTRO-PLATING CORP., AKZO NOBEL

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

DOCKET NO. L-9868-05 (PASR)

CIVIL ACTION

**THE NEWARK GROUP, INC.'S
ANSWER TO THIRD-PARTY
COMPLAINT "B"**

COATINGS, INC., BASF CATALYSTS LLC,
BASF CONSTRUCTION CHEMICALS INC.,
BASF CORPORATION, BAYER
CORPORATION, BEAZER EAST, INC.,
BELLEVILLE INDUSTRIAL CENTER,
BENJAMIN MOORE & COMPANY, BEROL
CORPORATION, B-LINE TRUCKING, INC.,
BORDEN & REMINGTON CORP., C.S.
OSBORNE & CO., CAMPBELL FOUNDRY
COMPANY, CASCHEM, INC., CBS
CORPORATION, CELANESE LTD., CHEMICAL
COMPOUNDS INC., CHEMTURA
CORPORATION, CLEAN EARTH OF NORTH
JERSEY, INC., COSMOPOLITAN GRAPHICS
CORPORATION, CIBA CORPORATION,
COLTEC INDUSTRIES INC., COLUMBIA
TERMINALS, INC., COMO TEXTILE PRINTS,
INC., CONAGRA PANAMA, INC.; CONOPCO,
INC., CONSOLIDATED RAIL CORPORATION,
COOK & DUNN PAINT CORPORATION,
COSAN CHEMICAL CORPORATION,
COVANTA ESSEX COMPANY, CRODA, INC.,
CRUCIBLE MATERIALS CORPORATION,
CURTISS-WRIGHT CORPORATION, CWC
INDUSTRIES, INC., DARLING
INTERNATIONAL, INC., DAVANNE REALTY
CO., DELEET MERCHANDISING
CORPORATION, DELVAL INK AND COLOR,
INCORPORATED, DILORENZO PROPERTIES
COMPANY, L.P., E.I. DU PONT DE NEMOURS
AND COMPANY, EASTMAN KODAK
COMPANY, EDEN WOOD CORPORATION,
ELAN CHEMICAL COMPANY, INC., EM
SERGEANT PULP & CHEMICAL CO.,
EMERALD HILTON DAVIS, LLC, ESSEX
CHEMICAL CORPORATION, EXXON MOBIL
F.E.R. PLATING, INC., FINE ORGANICS
CORPORATION, FISKE BROTHERS REFINING
COMPANY, FLEXON INDUSTRIES
CORPORATION, FLINT GROUP
INCORPORATED, FORT JAMES
CORPORATION, FOUNDRY STREET
CORPORATION, FRANKLIN-BURLINGTON
PLASTICS, INC., GARFIELD MOLDING
COMPANY, INC., GENERAL CABLE
INDUSTRIES, INC.; GENERAL DYNAMICS

CORPORATION, GENERAL ELECTRIC
COMPANY, GENTEK HOLDING LLC,
GIVAUDAN FRAGRANCES CORPORATION, G.
J. CHEMICAL CO., GOODY PRODUCTS, INC.,
GORDON TERMINAL SERVICE CO. OF N.J.,
INC., HARRISON SUPPLY COMPANY, HARTZ
MOUNTAIN CORPORATION, HAVENICK
ASSOCIATES L.P., HEXCEL CORPORATION,
HEXION SPECIALTY CHEMICALS, INC.,
HOFFMANN-LA ROCHE INC., HONEYWELL
INTERNATIONAL INC., HOUGHTON
INTERNATIONAL INC., HUDSON TOOL & DIE
COMPANY, INC, HY-GRADE
ELECTROPLATING CO., ICI AMERICAS INC.,
INNOSPEC ACTIVE CHEMICALS LLC, INX
INTERNATIONAL INK CO., ISP CHEMICALS
INC., ITT CORPORATION, KEARNY
SMELTING & REFINING CORP., KAO BRANDS
COMPANY, KOEHLER-BRIGITT STAR, INC.,
LINDE, INC., LUCENT TECHNOLOGIES, INC.,
MACE ADHESIVES & COATINGS COMPANY,
INC., MALLINCKRODT INC., MERCK & CO.,
INC., METAL MANAGEMENT NORTHEAST,
INC., MI HOLDINGS, INC., MILLER
ENVIRONMENTAL GROUP, INC., MORTON
INTERNATIONAL, INC., N L INDUSTRIES,
INC., NAPPWOOD LAND CORPORATION,
NATIONAL FUEL OIL, INC., NATIONAL-
STANDARD, LLC, NELL-JOY INDUSTRIES,
INC., NESTLE U.S.A., INC., NEW JERSEY
TRANSIT CORPORATION, NEWS AMERICA,
INC., NEWS PUBLISHING AUSTRALIA
LIMITED, NORPAK CORPORATION, NOVELIS
CORPORATION, ORANGE AND ROCKLAND
UTILITIES, INC., OTIS ELEVATOR COMPANY,
PRC-DESOTO INTERNATIONAL, INC.,
PASSAIC PIONEERS PROPERTIES COMPANY,
PFIZER INC., PHARMACIA CORPORATION,
PHELPS DODGE INDUSTRIES, INC., PHILBRO,
INC., PITT-CONSOL CHEMICAL COMPANY,
PIVOTAL UTILITY HOLDINGS, INC., PPG
INDUSTRIES, INC., PRC-DESOTO
INTERNATIONAL, INC., PRAXAIR, INC.,
PRECISION MANUFACTURING GROUP, LLC,
PRENTISS INCORPORATED, PROCTER &
GAMBLE MANUFACTURING COMPANY,

PRYSMIAN COMMUNICATIONS CABLES
AND SYSTEMS USA LLC, PSEG FOSSIL LLC,
PUBLIC SERVICE ELECTRIC AND GAS
COMPANY, PURDUE PHARMA
TECHNOLOGIES, INC., QUALA SYSTEMS,
INC., QUALITY CARRIERS, INC., RECKITT
BENCKISER, INC., REICHHOLD, INC.,
REVERE SMELTING & REFINING
CORPORATION, REXAM BEVERAGE CAN
COMPANY, ROMAN ASPHALT
CORPORATION, ROYCE ASSOCIATES, A
LIMITED PARTNERSHIP, R.T. VANDERBILT
COMPANY, INC., RUTHERFORD CHEMICALS
LLC, S&A REALTY ASSOCIATES, INC.,
SCHERING CORPORATION, SEQUA
CORPORATION, SETON COMPANY, SIEMENS
WATER TECHNOLOGIES CORP. SINGER
SEWING COMPANY SPECTRASERV, INC.,
STWB, INC., SUN CHEMICAL CORPORATION,
SVP WORLDWIDE, LLC, TATE & LYLE
INGREDIENTS AMERICAS, INC., TEVA
PHARMACEUTICALS USA, INC., TEVAL
CORP., TEXTRON INC., THE DIAL
CORPORATION, THE DUNDEE WATER
POWER AND LAND COMPANY, THE
NEWARK GROUP, INC., THE OKONITE
COMPANY, INC., THE SHERWIN-WILLIAMS
COMPANY, THE STANLEY WORKS, THE
VALSPAR CORPRATION, THIRTY-THREE
QUEEN REALTY INC., THREE COUNTY
VOLKSWAGEN CORPORATION, TIDEWATER
BALING CORP., TIFFANY & CO., TIMCO, INC.,
TRIMAX BUILDING PRODUCTS, INC., TROY
CHEMICAL CORPORATION, INC.,
UNIVERSAL OIL PRODUCTS COMPANY, V.
OTILIO & SONS, INC., VELSICOL CHEMICAL
CORPORATION, VEOLIA ES TECHNICAL
SOLUTIONS, L.L.C., VERTELLUS
SPECIALTIES INC., VITUSA CORP., VULCAN
MATERIALS COMPANY, W.A.S. TERMINALS
CORPORATION, W.A.S. TERMINALS, INC.,
W.C. INDUSTRIES, WHITTAKER
CORPORATION, WIGGINS PLASTICS, INC.,
ZENECA INC.,

Third-Party Defendants.

The Newark Group, Inc.'s

ANSWER TO THIRD-PARTY COMPLAINT "B"

Third-Party Defendant The Newark Group, Inc., 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

1. The Newark Group, Inc. 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

(Paragraphs 1 through 15)

2. The Newark Group responds that the referenced pleadings speak for themselves. No response is required pursuant to CMO V.

AS TO THE THIRD PARTY PLAINTIFFS

(Paragraphs 16 through 18)

3. No response is required pursuant to CMO V.

AS TO THE THIRD PARTY DEFENDANTS

(Paragraphs 19 through 209)

4. To the extent that the allegations in Paragraphs 19 through 209 relate to other parties, no response is required pursuant to CMO V.

5. The Newark Group, Inc. admits the allegations in Paragraph 185
6. The allegations in Paragraph 210, state a legal conclusion as to which no response is required.

AS TO DEFINITIONS

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

AS TO FACTUAL ALLEGATIONS

(Paragraphs 237 through 3445)

8. The referenced pleadings speak for themselves. No response is required pursuant to CMO V, except to the extent noted below.
9. The Newark Group, Inc. denies the allegations in paragraph 1989 of the Third-Party Complaint, except it admits that Newark Boxboard formerly operated at 17 Blanchard Street, Newark, New Jersey (the "Newark Boxboard Site").
10. The Newark Group, Inc. denies the allegations in paragraph 1990 of the Third-Party Complaint, except it admits that from 1968 until at least 2003 it owned and operated a paperboard mill on the Newark Boxboard Site.
11. The Newark Group, Inc. admits the allegations in paragraph 1991 of the Third-Party Complaint.
12. The Newark Group, Inc. denies the allegations in paragraph 1992 of the Third-Party Complaint.
13. The Newark Group, Inc. denies the allegations contained in paragraph 1993 of the Third-Party Complaint.
14. The Newark Group, Inc. respectfully refers the Court to the January, 1979 City of Newark feasibility study for its terms and otherwise denies the allegations in paragraph 1994 of

the Third-Party Complaint, except it admits that non-contact cooling water and boiler blowback were discharged into the Morris Canal from 1968 to approximately 1980.

15. The Newark Group, Inc. denies the allegations of paragraph 1995 of the Third-Party Complaint, except it admits that Newark Boxboard received a PVSC permit in July, 1981.

16. The Newark Group, Inc. denies the allegations in paragraph 1996 of the Third-Party Complaint, except it admits that it remediated in 1991 oil contaminated soil from a leaking underground storage tank.

17. The Newark Group, Inc. admits the allegations in paragraph 1997 of the Third-Party Complaint.

18. The Newark Group, Inc. denies the allegations in paragraph 1998 of the Third-Party Complaint.

19. The Newark Group, Inc. respectfully refers the Court to the USEPA February 14, 2006 letter for its terms and does not otherwise answer the allegations in paragraph 1999 of the Third-Party Complaint.

20. The Newark Group, Inc. denies the allegations in paragraph 2000 of the Third-Party Complaint.

AS TO FIRST COUNT

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

21. The Newark Group, Inc. incorporates by reference as if fully set forth herein its responses and denials as asserted in Paragraphs 1 through 20 herein.

22. The Newark Group is without knowledge or information sufficient to form a belief as to the truth of the matters stated in Paragraphs 3447 through 3448, and therefore denies the same.

23. The Newark Group, Inc. denies that it is liable to Third-Party Plaintiffs for contribution. THE NEWARK GROUP, INC. is without knowledge or information sufficient to form a belief as to the truth of the matters alleged in Paragraphs 3449 through 3451, and therefore denies the same.

AS TO SECOND COUNT

Statutory Contribution

24. THE NEWARK GROUP, INC. incorporates by reference as if fully set forth herein its responses and denials as asserted in Paragraphs 1 through 23 herein.

25. THE NEWARK GROUP, INC. denies that it is liable to Third-Party Plaintiffs for contribution. THE NEWARK GROUP, INC. is without knowledge or information sufficient to form a belief as to the truth of the matters in Paragraphs 3452 through 3453, and therefore denies the same.

FIRST AFFIRMATIVE DEFENSE

26. 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

27. The Newark Group, Inc. not a discharger or a person in any way responsible for a discharge under N.J.S.A. 58:10-23 *et seq.* (“Spill Act”).

THIRD AFFIRMATIVE DEFENSE

28. The claims of 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.

FOURTH AFFIRMATIVE DEFENSE

29. 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

30. Third-Party Plaintiffs have no right of contribution against Third-Party Defendant under the Spill Act.

SIXTH AFFIRMATIVE DEFENSE

31. Third-Party Plaintiffs' claims are barred, in whole or in part, by the entire controversy doctrine.

SEVENTH AFFIRMATIVE DEFENSE

32. The claims brought by Third-Party Plaintiffs reflect damages that are wholly speculative, conjectural, unreasonable, excessive and/or arbitrary and capricious.

EIGHTH AFFIRMATIVE DEFENSE

33. Third-Party Defendant cannot be held liable for or be required to pay Third-Party Plaintiffs' damages or other claims based on actions or inactions by Third-Party Defendants that arise out of conduct lawfully undertaken in compliance with permits or other approvals issued by relevant government agencies, including the State 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").

NINTH AFFIRMATIVE DEFENSE

34. At all relevant times, Third-Party Defendant complied with all Applicable Environmental Laws, regulations, industry standards and ordinances, and otherwise conducted

itself reasonably, prudently, in good faith, and with due care for the rights, safety and property of others.

TENTH AFFIRMATIVE DEFENSE

35. The claims asserted against Third-Party Defendant in the Third-Party Complaint are barred because at all relevant times Third-Party Defendants exercised due care with respect to hazardous substances, if any, that may have been handled at the subject property or properties, 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 Defendants 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.

ELEVENTH AFFIRMATIVE DEFENSE

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

TWELFTH AFFIRMATIVE DEFENSE

37. Third-Party Plaintiffs suffered no losses or injuries that were proximately caused by Third-Party Defendants.

THIRTEENTH AFFIRMATIVE DEFENSE

38. 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 doctrines of laches and estoppel.

FOURTEENTH AFFIRMATIVE DEFENSE

39. Third-Party Plaintiffs' claims are barred, in whole or in part, by the "unclean hands" doctrine.

FIFTEENTH AFFIRMATIVE DEFENSE

40. Third-Party Plaintiffs' claims are barred, in whole or in part, by the doctrines of collateral estoppel, *res judicata*, and/or judicial estoppel including in connection with prior findings as to Third-Party Plaintiffs' intentional misconduct.

SIXTEENTH AFFIRMATIVE DEFENSE

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

SEVENTEENTH AFFIRMATIVE DEFENSE

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

EIGHTEENTH AFFIRMATIVE DEFENSE

43. 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.

NINETEENTH AFFIRMATIVE DEFENSE

44. 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 Law, such injury was caused by the intervening acts, omissions, or superseding acts of persons or entities over whom Third-Party Defendants

exercised no control and for whose conduct Third-Party Defendants were not responsible including, without limitation, unpermitted and storm event discharges from publically owned treatment works.

TWENTYTH AFFIRMATIVE DEFENSE

45. 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.

TWENTY-FIRST AFFIRMATIVE DEFENSE

46. 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.

TWENTY-SECOND AFFIRMATIVE DEFENSE

47. Third-Party Plaintiffs' claims are barred to the extent that the conduct of Third-Party Defendants 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 limitation, through 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 any applicable Statute of Limitations or Statute of Repose to lapse.

TWENTY-THIRD AFFIRMATIVE DEFENSE

48. The damages or other relief that Third-Party Plaintiffs seek, if awarded, would result in unjust enrichment to the Third-Party Plaintiffs.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

49. Third-Party Plaintiffs' claims are barred due to their own conduct in implementing clean-up plan(s) or taking other actions that resulted in the commingling of formerly divisible areas of environmental harm.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

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

TWENTY-SIXTH AFFIRMATIVE DEFENSE

51. 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 of New Jersey.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

52. Third-Party Plaintiffs' claims are barred to the extent they seek to hold Third-Party Defendants liable, in contribution, for punitive damages and penalties.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

53. Third-Party Plaintiffs claims for contribution, whether under the Spill Act or the New Jersey statutory provisions for contribution, 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:

1. Any release or covenant not to sue granted by Plaintiffs to Third-Party Defendant;
2. Any settlement or other compromise between Plaintiffs and Third-Party Defendant;
3. Any expiration of the statute of limitations or statute of repose governing Plaintiffs' right to maintain a claim against Third-Party Defendant;
4. 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
5. 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.

TWENTY-NINETH AFFIRMATIVE DEFENSE

54. 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.

THIRTIETH AFFIRMATIVE DEFENSE

55. Third-Party Defendant incorporates by reference any affirmative defense asserted by other parties in this action to the extent such affirmation defenses are defenses to Third-Party Plaintiffs' claims and do not impose liability on Third-Party Defendant.

THIRTY-FIRST AFFIRMATIVE DEFENSE

56. Third-Party Defendant reserves the right to assert and hereby invoke each and every affirmative defense under Applicable Environmental Law that may be available during the course of this action.

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

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

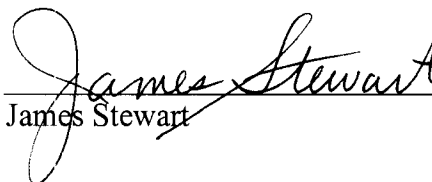
DESIGNATION OF TRIAL COUNSEL

58. The Newark Group, Inc. designates James Stewart as trial counsel in this case.

WHEREFORE, Third-Party Defendant The Newark Group, Inc. 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.

Dated: December 9, 2009

Respectfully submitted,
Lowenstein Sandler PC
Attorney for Third-Party Defendant The Newark
Group, Inc.

By: 
James Stewart

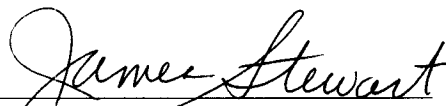
CERTIFICATION PURSUANT TO R. 4:5-1(b) (2)

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 Newark Group, Inc. that its potential liability, if any, as 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 7, 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.

Respectfully submitted,
Lowenstein Sandler PC
Attorney for Third-Party Defendant The Newark
Group, Inc.

By: 
James Stewart

CERTIFICATION OF SERVICE

Joe Ann Macin hereby certifies as follows:

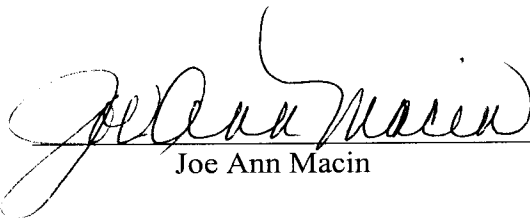
1. I am the legal secretary to James Stewart, Esq. of the law firm of Lowenstein Sandler, which law firm represents Third-Party Defendant The Newark Group, Inc. in this matter.

2. I hereby certify that The Newark Group, Inc.'s Answer to the Third Party Complaint "b" brought by Defendants/Third-Party Plaintiffs Maxus Energy Corporation and Tierra Solutions, Inc., and separate defenses was served upon the Clerk of the Court, Superior Court of New Jersey, Essex County, 50 W. Market Street, Newark, New Jersey, 07102, by regular mail, postage pre-paid, on October 19, 2009.

3. I hereby certify that The Newark Group, Inc.'s Answer to the Third Party Complaint "D" brought by Defendants/Third-Party Plaintiffs Defendants, Maxus Energy Corporation and Tierra Solutions, Inc., and separate defenses was served electronically on all parties who have consented to service by electronic posting on the following website, <http://njdepvocc.sfile.com> on October 19, 2009.

4. I hereby certify that The Newark Group's Answer to the Third Party Complaint "B" brought by Defendants/Third-Party Plaintiffs Maxus Energy Corporation and Tierra Solutions, Inc., and separate defenses was served by regular mail, postage pre-paid, on counsel for all parties who have not consented to service by electronic posting.

Dated: December 9, 2009


Joe Ann Macin