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Attorneys for Third-Party Defendant Sunoco, Inc. (R&M)

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

**SUNOCO, INC. (R&M)'S ANSWER
TO THIRD-PARTY COMPLAINT
"D", AFFIRMATIVE DEFENSES,
DEMAND FOR STATEMENT OF
DAMAGES, DESIGNATION OF
TRIAL COUNSEL, AND
CERTIFICATION**

SUNOCO, INC. (R&M)'S ANSWER TO THIRD-PARTY COMPLAINT "D"

Third-Party Defendant, Sunoco, Inc. (R&M) f/k/a Sun Refining & Marketing Co.
("SR&M" or "Third-Party Defendant"), a Pennsylvania corporation with its principal place of
business at 1735 Market Street, Philadelphia, PA, 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 "D" by Defendants/Third-Party
Plaintiffs, Maxus Energy Corporation and Tierra Solutions, Inc. ("Third-Party Plaintiffs"), as
follows:

GENERALLY

SR&M 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".

AS TO PROCEDURAL BACKGROUND

1.-7. SR&M responds that 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)

8. SR&M incorporates by reference as if fully set forth herein its responses and denials as asserted in Paragraphs 1 through 7 herein.

9. SR&M denies the allegations in Paragraph 9 to the extent the allegations are directed to SR&M. SR&M is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations stated in Paragraph 9, and therefore denies the same.

10. Paragraph 10 states a legal conclusion as to which no response is required.

11. SR&M denies the allegations in Paragraph 11 to the extent the allegations are directed to SR&M. SR&M is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations stated in Paragraph 11, and therefore denies the same.

12. SR&M is without knowledge or information sufficient to form a belief as to the truth of the matters stated in Paragraph 12, and therefore denies the same.

13. SR&M denies the allegations in Paragraph 13 to the extent the allegations are directed to SR&M. SR&M is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations stated in Paragraph 13, and therefore denies the same.

AS TO FACTUAL ALLEGATIONS

14.-30. The referenced pleadings directed to other third parties speak for themselves.

No response is required pursuant to CMO V.

31. SR&M denies the allegation in Paragraph 31 that Sunoco, Inc., f/k/a Sun Oil Co., (incorrectly identified in Paragraph 31 as Sun Oil Company) is the owner and operator of the petroleum distribution terminals located at 436 Doremus Avenue, Newark, New Jersey. SR&M admits the allegation in Paragraph 31 that Sunoco, Inc., f/k/a Sun Oil Co., (incorrectly identified in Paragraph 31 as Sun Oil Company) is a foreign corporation with its principal place of business located in Philadelphia, Pennsylvania. SR&M admits the allegation in Paragraph 31 that the Passaic River abuts the property located at 436 Doremus Avenue, Newark, New Jersey. SR&M admits the allegation in Paragraph 31 that Sunoco, Inc. (R&M), f/k/a Sun Refining & Marketing Co., (and incorrectly identified as Sun Refining and Marketing Company in Paragraph 31) is a wholly-owned subsidiary of Sunoco, Inc., f/k/a Sun Oil Co., (incorrectly identified in Paragraph 31 as Sun Oil Company). SR&M denies the allegation in Paragraph 31 that Sun Pipe Line Company (incorrectly identified as Sun Pipeline Co. in Paragraph 31) is a wholly-owned subsidiary of Sunoco, Inc., f/k/a Sun Oil Co., (incorrectly identified in Paragraph 31 as Sun Oil Company). SR&M denies the allegation in Paragraph 31 that Sunoco, Inc. (R&M), f/k/a Sun Refining & Marketing Co., (and incorrectly identified as Sun Refining and Marketing Company in Paragraph 31) currently participates in the ownership and operation of the terminal facilities. SR&M denies the allegation in Paragraph 31 that Sun Pipe Line Company (incorrectly identified as Sun Pipeline Co. in Paragraph 31) currently participates in the ownership and operation of the terminal facilities.

32. SR&M is without knowledge or information sufficient to form a belief as to the truth of the matters stated in Paragraph 32, and therefore denies the same.

33. SR&M denies the allegations stated in Paragraph 33 to the extent the allegations are directed at SR&M. SR&M is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations stated in Paragraph 33, and therefore denies the same.

34.-89. The referenced pleadings directed to other third parties speak for themselves. No response is required pursuant to CMO V.

AS TO SECOND COUNT

Statutory Contribution

90. SR&M incorporates by reference as if fully set forth herein its responses and denials as asserted in Paragraphs 1 through 89 herein.

91. SR&M denies the allegations stated in Paragraph 91 to the extent the allegations are directed at SR&M. SR&M is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations stated in Paragraph 91, 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") with respect to the Newark Bay Complex and Passaic River.

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 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’ claims are barred by the entire controversy doctrine.

SIXTH AFFIRMATIVE DEFENSE

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

SEVENTH AFFIRMATIVE DEFENSE

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

EIGHTH 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”).

NINTH AFFIRMATIVE DEFENSE

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

TENTH 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.

ELEVENTH 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.

TWELFTH 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.

THIRTEENTH AFFIRMATIVE DEFENSE

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

FOURTEENTH 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.

FIFTEENTH 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.

SIXTEENTH AFFIRMATIVE DEFENSE

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

SEVENTEENTH 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.

EIGHTEENTH 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.

NINETEENTH 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.

TWENTIETH AFFIRMATIVE DEFENSE

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

TWENTY-FIRST 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-SECOND 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-THIRD 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.

TWENTY-FOURTH 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.

TWENTY-FIFTH 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.

TWENTY-SIXTH 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.

TWENTY-SEVENTH 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.

TWENTY-EIGHTH 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.

TWENTY-NINTH 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 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.

THIRTIETH 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-FIRST 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-SECOND AFFIRMATIVE DEFENSE

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

THIRTY-THIRD 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.

THIRTY-FOURTH 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.

THIRTY-FIFTH 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.

THIRTY-SIXTH 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.

THIRTY-SEVENTH 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.

THIRTY-EIGHTH 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.

THIRTY-NINTH 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.

FORTIETH 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-FIRST 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-SECOND 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.*

FORTY-THIRD 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).

FORTY-FOURTH 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.

FORTY-FIFTH 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.

FORTY-SIXTH 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.

FORTY-SEVENTH 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 Sunoco, Inc. (R&M) respectfully requests that the Court enter an Order dismissing the Third-Party Complaint "D" with prejudice, and awarding costs, attorney fees and any other relief the Court deems just and proper.

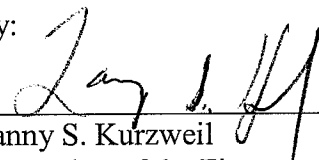
DEMAND FOR STATEMENT OF DAMAGES

Pursuant to Rule 4:5-2, Sunoco, Inc. (R&M) 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: November 13, 2009

MCCARTER & ENGLISH, LLP
*Attorneys for Third-Party Defendant Sunoco,
Inc. (R&M)*

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 Sunoco, Inc. (R&M).

Dated: November 13, 2009

MCCARTER & ENGLISH, LLP
*Attorneys for Third-Party Defendant Sunoco,
Inc. (R&M)*

By:

A handwritten signature in black ink, appearing to read 'Lanny', followed by a large, stylized initial 'K'.

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:

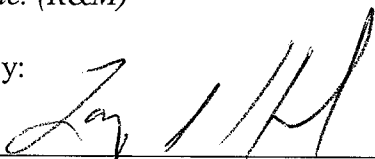
- (a) The matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding and no action or arbitration proceeding is contemplated by the undersigned; and
- (b) Since it is the legal position of the undersigned that the potential liability, if any, 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: November 13, 2009

McCARTER & ENGLISH, LLP
*Attorneys for Third-Party Defendant Sunoco,
Inc. (R&M)*

By:



Lanny S. Kurzweil
A Member of the Firm

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

Lanny S. Kurzweil, of full age, certifies as follows:

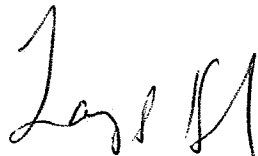
1. I am an attorney-at-law admitted to practice in the State of New Jersey and a member of the firm of McCarter & English, LLP, attorneys for Third-Party Defendant Sunoco, Inc. (R&M).

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 Sunoco, Inc. (R&M)'s Answer To Third-Party Complaint "D", 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 Sunoco, Inc. (R&M)'s Answer To Third-Party Complaint "D", 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 Sunoco, Inc. (R&M)'s Answer To Third-Party Complaint "D", 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 as of October 13, 2009."

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

Lanny S. Kurzweil

Dated: November 13, 2009

Third-Party Defendants for Regular Service as of October 13, 2009

NAMED THIRD-PARTY DEFENDANT	THIRD-PARTY COMPLAINT	NOTICE OF APPEARANCE: COUNSEL OF RECORD
3M Company	B	Donald J. Camerson, II Bressler, Amery & Ross, P.C. 325 Columbia Turnpike Florham Park, NJ 07932 973.660.4433 973.514.1660 - fax dcamerson@bressler.com
Alden-Leeds, Inc.	B	Joseph B. Fiorenzo Sokol, Behot & Fiorenzo 433 Hackensack, NJ 07601 201.488.1300 jbfioorenzo@sbflawfirm.com
Celanese Ltd.	B	Anthony J. Reitano Herold Law, PA 25 Independence Blvd. Warren, NJ 07059-6747 908.647.1022 908.647.7721 - fax areitano@heroldlaw.com
City of Clifton	A	Thomas M. Egan, Esq. Assistant Municipal Attorney City of Clifton Law Department 900 Clifton Avenue Clifton, NJ 07013 973.470.5817 973.470.5254 - fax tegan@cliftonnj.org
City of Orange	A	John P. McGovern Assistant City Attorney City of Orange Township 29 North Day St. Orange, NJ 07050 973.266.4197 973.674.2021 - fax jmcgovern@ci.orange.nj.us
Clean Earth of North Jersey, Inc.	B	Eric S. Aronson Greenberg Traurig, LLP 200 Park Avenue Florham Park, NJ 07932 973.360.7900 973.301.8410 - fax aronsone@gtlaw.com

Third-Party Defendants for Regular Service as of October 13, 2009

DiLorenzo Properties Company, L.P.	B	Steven R. Gray Water, McPherson, McNeill, P.C. 300 Lighting Way P.O. Box 1560 Secaucus, NJ 07096 201.863.4400 201.863.2866 - fax sgray@lawwmm.com
Dow Chemical Co.	D	Kenneth H. Mack Fox Rothschild LLP 997 Lenox Drive, Building Three Lawrenceville, NJ 08648 609.895.6631 609.896.1469 - fax kmack@foxrothschild.com
Fine Organics Corporation	B	Joe R. Caldwell Baker Botts L.L.P. 1299 Pennsylvania Ave. N.W. Washington, D.C. 20004-2400 202.639.7788 202.585.1074 - fax joe.caldwell@bakerbotts.com
Flexon Industries Corporation	B	Thomas Spiesman Porzio Bromberg & Newman, P.C. 100 Southgate Parkway Morristown, NJ 07962 973.889.4208 973.538.5146 – fax tspiesman@pbnlaw.com
Flint Group Incorporated	B	Donald J. Camerson, II Bressler, Amery & Ross, P.C. 325 Columbia Turnpike Florham Park, NJ 07932 973.660.4433 973.514.1660 - fax dcamerson@bressler.com
Houghton International Inc.	B	Robert A. White Morgan, Lewis & Bockius LLP 502 Carnegie Center Princeton, NJ 08540-6241 609.919.6600
Hudson Tool & Die Company, Inc.	B	Keith E. Lynott McCarter & English, LLP 100 Mulberry Street 4 Gateway Center Newark, NJ 07102 973.622.4444 973.624.7070 - fax klynott@mccarter.com

Third-Party Defendants for Regular Service as of October 13, 2009

Koehler-Bright Star, Inc.	B	Norman W. Spindel Lowenstein Sandler PC 65 Livingston Avenue Roseland, NJ 07068 973.597.2500 973.597.2515 - fax nspindel@lowenstein.com
Legacy Vulcan Corp.	C	Corinne A. Goldstein, Esq. Covington & Burling, LLP 1201 Pennsylvania Avenue, NW Washington, DC 20004 cgoldstein@cov.com 202.662.5534 202.778.5534 - fax cgoldstein@cov.com
Metal Management Northeast, Inc.	B	Norman W. Spindel Lowenstein Sandler PC 65 Livingston Avenue Roseland, NJ 07068 973.597.2500 973.597.2515 - fax nspindel@lowenstein.com
New Jersey Transit Corporation	B	Kenneth M. Worton Deputy Attorney General State of New Jersey One Penn Plaza East Newark, NJ 07105-2246 973.491.7034 973.491.7044 - fax kworton@njtransit.com
Novelis Corporation	B	Paul Casteleiro, Esq. 200 Washington St., 5th Floor Hoboken, NJ 07030 201.656.1696 201.656.4688 - fax paul@casteleirolaw.com
Passaic Pioneers Properties Company	B	John A. Daniels Daniels & Daniels LLC 6812 Park Ave. Guttenberg, NJ 07093 202.868.1868 201.868.2122 - fax jad1903@gmail.com
Precision Manufacturing Group, LLC	B	Bradley L. Mitchell Stevens & Lee 600 College Road East Suite 4400 Princeton, NJ 08540 609.987.6680 610.371.7928 - fax blm@stevenslee.com

Third-Party Defendants for Regular Service as of October 13, 2009

R.T. Vanderbilt Company, Inc.	B	Howard A. Neuman Satterlee Stephens Burke & Burke LLP 33 Wood Avenue South Iselin, NJ 08830 732.603.4966 hneuman@ssbb.com
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