

LAW OFFICES OF DAVID S. GLANZBERG, P.C.  
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ATTORNEYS FOR THIRD-PARTY DEFENDANT  
DEL VAL INK & COLOR, INC.

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NEW JERSEY DEPARTMENT OF	:	SUPERIOR COURT OF NEW
JERSEY	:	
ENVIRONMENTAL PROTECTION, THE	:	LAW DIVISION: ESSEX COUNTY
COMMISSIONER OF THE NEW JERSEY	:	
ENVIRONMENTAL PROTECTION AGENCY	:	DOCKET NO. L-9868-05 (PASR)
and THE ADMINISTRATOR OF THE NEW	:	
JERSEY SPILL COMPENSATION FUND	:	
	:	CIVIL ACTION
Plaintiffs,	:	
vs.	:	
OCCIDENTAL CHEMICAL CORPORATION,	:	DEL VAL INK & COLOR, INC.'S
TIERRA SOLUTIONS, INC., MAXUS ENERGY	:	INITIAL DISCLOSURE
CORPORATION, REPSOL YPF, S.A., YPF, S.A.,	:	
YPF HOLDINGS, INC. and CLH HOLDINGS,	:	
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Defendants,	:	
	:	
MAXUS ENERGY CORPORATION and	:	
TIERRA SOLUTIONS, INC.,	:	
	:	
Third-Party Plaintiffs	:	
vs.	:	
3M COMPANY,	:	
et. al.	:	
	:	
	:	
Third-Party Defendants	:	

In accordance with Case Management Order V Third-Party Defendant Del Val Ink and Color, Inc. hereby provides its Initial Disclosures by and through its counsel of record:

### **Reservations**

1. Del Val Ink & Color, Inc. reserves all objections to the production of any documents or other information on any grounds, including relevance and undue burden, and all applicable privileges, including the attorney-client privilege, the work product doctrine, the common interest doctrine, and any other applicable privilege or protection. These disclosures are made without waiver or admission of any kind, including prejudice to or waiver of any privileges or objections Del Val Ink & Color, Inc. has or may have with respect to any requests for discovery.
2. Del Val Ink & Color, Inc. makes this disclosure of witness, documents and/or information in good faith and based upon the information now available to it. Del Val Ink & Color, Inc. reserves the right to supplement this response, if necessary, to the extent it becomes aware of additional relevant non-privileged information during the course of discovery and ongoing investigation. These responses should be deemed amended and supplemented to include all admissible non-privileged evidence in Del Val Ink & Color, Inc.'s answers to written discovery as well as all admissible deposition testimony and documents produced hereafter by the parties and any non-party witnesses.
3. The time period covered by the allegations in the Plaintiffs' Second Amended Complaint encompasses at least six decades. Accordingly, the scope of inquiry required by Plaintiffs Third-Party Defendants is overly broad and burdensome.
4. The geographic scope of the Second Amended Complaint is the 'Newark Bay Complex,' which spans the 'lower 17 miles of the Passaic River, Newark Bay, the lower reaches of the Hackensack River, the Arthur Kill, the Kill van Kull, and into adjacent waters and sediments.' Second Amended Complaint, 1. Accordingly, the scope of inquiry required by Plaintiffs and Third-Party Defendants is overly broad and burdensome.
5. Del Val Ink & Color, Inc. objects to the form of Disclosures A, D and E to the extent the questions assume that there were Alleged Discharges into the Newark Bay Complex, as those terms are defined below, from the site and/or property with which Del Val Ink & Color, Inc. is alleged to be associated with in the Third-Party Complaint.

### Initial Disclosures

- a. **The name, address and telephone number, as may be known of each individual likely to have discoverable information, along with the subjects of that information, that relates to any alleged discharge or release of pollutants, contaminants and/or hazardous substances ("Pollutants") into the Newark Bay Complex (as these terms are defined in the Second Amended Complaint and the Third-Party Complaints) from the site(s) and/or properties with which the disclosing party is associated in the Third-Party Complaint ("Alleged Discharge")**

### Response

Del Val Ink & Color, Inc. denies that there have been Alleged Discharges of Pollutants into the Newark Bay Complex (as those terms are defined above) from the Central Steel Drum Site and/or that it has any liability, responsibility and/or obligation with respect to any Alleged Discharge of Pollutants from the Central Steel Drum Site. However, without waiver and subject to the above reservations, Del Val Ink & Color, Inc. responds that the persons identified in its 104(e) Response, as set forth below, may have discoverable information regarding empty containers Del Val Ink & Color, Inc. may have purchased and/or reconditioned from various vendors over various years as a matter of course:

C. Beffert  
R. Urigan  
B. Moffa

The above individuals may be only contacted through David S. Glanzberg, Esquire, Del Val Ink & Color, Inc.'s counsel.

Del Val Ink & Color, Inc. reserves the right to supplement or amend this list, if necessary, as it becomes aware of additional relevant non-privileged information subject to disclosure.

- b. **The name, address and telephone number, as may be known, of each individual likely to have discoverable information that the disclosing party may use to support its claims of defenses (unless the use would be solely for impeachment).**

### Response

See Del Val Ink & Color, Inc.'s response to Disclosure (a)

- c. **The name, address and telephone number, as may be known, of any and all past or present owners, lessees or operators at the site(s) and/or properties with which it is associated in the Third-Party Complaint and the dates of such ownership. Lease or operation, as may be known.**

### Response

Response

Del Val Ink & Color, Inc. is without information or knowledge regarding the owners, lessees or operators of the Central Steel Drum Site.

Del Val Ink & Color, Inc. reserves the right to supplement or amend this response, if necessary, as it becomes aware of additional relevant non-privileged information subject to discovery.

- d. With respect to any individual identified pursuant to paragraph (a), (b) or (c) above (or any other individual known to have material knowledge or an alleged discharge or release of Pollutant at or from a site and/or property, or into the Newark Bay Complex), any known inability to testify due to age, infirmity, or in competency with 12 months following the date of the Initial Disclosure.**

Response

Without waiver and subject to the above reservations, Del Val Ink & Color, Inc. responds that it does not have any information or knowledge regarding any "inability to testify, due to age, infirmity or in competency within 12 months following the date of the Initial Disclosure" as to those individuals identified in its response to Disclosure (a).

Del Val Ink & Color, Inc. reserves the right to supplement or amend this response, if necessary, as it becomes aware of additional relevant non-privileged information subject to discovery.

- e. A description by category and location (or copy at the discretion of the Third-Party Defendant) of all documents or electronically stored information that the disclosing party has in its possession, custody, or control with respect to Alleged Discharges including disclosure of the extent to which such documents or electronically stored information may fall within the Excepted Information.**

Response

Without waiver and subject to the above reservations, Del Val Ink & Color, Inc. responds that it does not have documents or electronically stored information in its possession, custody or control with respect to alleged Discharges into the Newark bay Complex (as those terms are defined above) from the Central Steel Drum Site.


Del Val Ink & Color, Inc. reserves the right to supplement or amend this response, if necessary, as it becomes aware of additional relevant non-privileged information subject to discovery.

Del Val Ink & Color, Inc.'s Initial Disclosures are made without prejudice to its right to change or supplement its responses, its right to assert privileges or objections with respect to any subsequent requests for discovery, and its right to introduce at trial additional evidence and documents as warranted by the development of the facts underlying this litigation.

Respectfully submitted,

LAW OFFICES OF DAVID S. GLANZBERG, P.C.

ATTORNEYS FOR DEL VAL INK & COLOR, INC.

  
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DAVID S. GLANZBERG, ESQUIRE  
ROBERT M. TOBIA, ESQUIRE

Dated: 3/26 2010

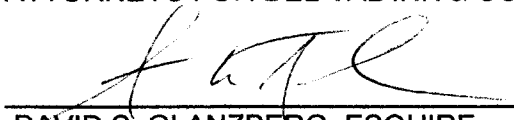
Certificate of Service

I, Robert M. Tobia, Esquire, hereby certify that Del Val Ink and Color, Inc.'s response to the ESI Questionnaire was served electronically on 3/26 2010 on all parties which have consented to service by posting on [www.sfile.com/njdepvocc](http://www.sfile.com/njdepvocc).

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I may be subject to punishment.

LAW OFFICES OF DAVID S. GLANZBERG, P.C.

ATTORNEYS FOR DEL VAL INK & COLOR, INC.

  
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DAVID S. GLANZBERG, ESQUIRE  
ROBERT M. TOBIA, ESQUIRE

Dated: 3/26 2010