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TATE & LYLE INGREDIENTS AMERICAS
LLC f/k/a A.E. STALEY MANUFACTURING
COMPANY,

NEW JERSEY SUPERIOR COURT
ESSEX COUNTY
LAW DIVISION

Plaintiffs,

v.

DOCKET NO: L-8584-16

THE TRAVELERS INDEMNITY
COMPANY, TRAVELERS PROPERTY
CASUALTY COMPANY OF AMERICA f/k/a
THE TRAVELERS INDEMNITY COMPANY
OF ILLINOIS, TRAVELERS CASUALTY
AND SURETY COMPANY f/k/a THE
AETNA CASUALTY AND SURETY
COMPANY, ARROWOOD INDEMNITY
COMPANY, CALIFORNIA UNION
INSURANCE COMPANY n/k/a CIGNA
SPECIALTY INSURANCE COMPANY,
INSURANCE COMPANY OF NORTH
AMERICA, CHUBB CORPORATION,
FEDERAL INSURANCE COMPANY,
UNITED NATIONAL INSURANCE
COMPANY, FIRST STATE INSURANCE
COMPANY, ROYAL INDEMNITY
COMPANY, HARTFORD ACCIDENT AND
INDEMNITY COMPANY, TWIN CITY FIRE
INSURANCE COMPANY, HIGHLANDS
INSURANCE COMPANY, GIBRALTAR
CASUALTY COMPANY n/k/a MT.
MCKINLEY INSURANCE COMPANY,
LEXINGTON INSURANCE COMPANY,
NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA.,
COLUMBIA CASUALTY COMPANY,
CONTINENTAL CASUALTY COMPANY,
HARBOR INSURANCE COMPANY n/k/a
GREENWICH INSURANCE COMPANY,

CIVIL ACTION

COMPLAINT

RECEIVED
12/27/16 2:10
ESSEX COUNTY
SUPERIOR COURT

THE CONTINENTAL INSURANCE :
COMPANY, THE NORTH RIVER :
INSURANCE COMPANY, NORTHBROOK :
INSURANCE COMPANY, SAFETY :
MUTUAL CASUALTY CORPORATION :
n/k/a SAFETY NATIONAL CASUALTY :
CORPORATION, CERTAIN :
UNDERWRITERS AT LLOYD’S OF :
LONDON AND CERTAIN LONDON :
MARKET INSURANCE COMPANIES; AND :
DOE COMPANIES 1 through 5, :
: :
Defendants. :

Plaintiff Tate & Lyle Ingredients Americas LLC f/k/a A. E. Staley Manufacturing Company (“Tate & Lyle”) brings the following action against the insurance companies named as defendants herein (“Defendant Insurers”):

1. By this action, Tate & Lyle seeks a defense and indemnity from the Defendant Insurers under certain liability insurance policies for liabilities incurred and to be incurred in connection with the Lower Passaic River Study Area (“LPRSA”) and Lower Passaic River Restoration Project (“the Site” or the “LPRRP”) remediation undertaken by the United States Environmental Protection Agency (“EPA”) in Essex, Passaic and Hudson Counties in New Jersey.

JURISDICTION AND VENUE

2. Jurisdiction is proper in this Court because the Defendants do business within this State and/or are licensed to write insurance within this State and/or are corporations organized under the laws of this State.

3. Venue is proper in this Court pursuant to *R. 4:3-2* because one or more of the Defendants is a resident of New Jersey and because the liability for which Plaintiff Tate & Lyle seeks coverage in this lawsuit arises from activities that took place in New Jersey and relate to

the Diamond Alkali Superfund Site and the Lower Passaic River Restoration Project located in Passaic, Essex and Hudson Counties, New Jersey.

PARTIES

4. Plaintiff Tate & Lyle is a Delaware limited liability company with its headquarters in Illinois. A.E. Staley Manufacturing Company changed its name to Tate & Lyle Ingredients Americas, Inc., which subsequently changed its name to Tate & Lyle Ingredients Americas, LLC, the named plaintiff, on or about January 1, 2005.

5. Defendant The Travelers Indemnity Company (“Travelers Indemnity”) is a Connecticut corporation with its principal place of business in Hartford, Connecticut. Travelers Indemnity is licensed and doing business in New Jersey. Travelers Indemnity issued the following primary general liability insurance policies to Tate & Lyle:

General Liability Policies

Policy No.	Effective Dates
TRNSL-949757-70	10/1/70-10/1/73
TR-NSL- 1 07T092-8-73	10/1/73-10/1/74
TR-NSL-1 07T092-8-74	10/1/74-10/1/75
TR-NSL-1 07T092-8-75	10/1/75-10/1/76
TR-NSL-1 07T092-8-76	10/1/76-10/1/77
TR-NSL- I 071092-8-77	10/1/77-10/1/78
TR-NSL-1 07T092-8-78	10/1/78-10/1/79
TRL-NSL-107T040-6 -79	10/1/79-10/1/80
TRL-NSL-1 07T040-6-80	10/1/80-10/1/81
TRL-NSL- 1071040-6-81	10/1/81-10/1/82
TRL-NSL-1 07T040-6-82	10/1/82-10/1/83
TRL-NSL-1 07T040-6-83	10/1/83-10/1/85

Catastrophe Umbrella Policies

Policy No.	Effective Dates
T-CUP-949752-70	12/1/70-10/1/71
T-CUP-949752-71	10/1/71-10/1/72
T-CUP-949752-72	10/1/72-10/1/73
T-CUP- 1071089-7-73	10/1/73-10/1/74

T-CUP- 1 07T089-7-74	10/1/74-10/1/75
T-CUP-1 07T089-7-75	10/1/75-10/1/76
T-CUP-1 811663-8-81	10/1/81-10/1/82

Excess Policy

Policy No.	Effective Dates
7FSJEX-20 1 T562-4-89	4/1/89-4/1/90

6. Travelers Property Casualty Company of America f/k/a The Travelers Indemnity Company of Illinois (“Travelers Property”) is a Connecticut corporation with its principal place of business in Hartford, Connecticut. Travelers Property was incorporated, licensed and doing business in New Jersey at all relevant times herein.

7. Travelers Casualty and Surety Company f/k/a The Aetna Casualty and Surety Company (“Travelers Casualty”) is a Connecticut Corporation with its principal place of business in Hartford, Connecticut. Travelers Casualty is licensed and doing business in New Jersey. Travelers Casualty issued the following policies to Tate & Lyle f/k/a Staley:

Excess Overlayer Indemnity Policies

Policy No.	Effective Dates
08 XN 197 WCA	10/1/82-10/1/83
08 XN 197 WCA	10/1/83-10/1/84
08 XN 258 WCA	10/1/84-10/1/85

8. Taken together, all of the above Travelers insurance companies are referred to collectively as the “Travelers Defendants.”

9. Defendant Arrowood Indemnity Company (“Arrowood”) is an insurance company, organized under the laws of Delaware, with its principal place of business in Wilmington, Delaware, and doing business in New Jersey, that may have issued one or more insurance policies to Tate & Lyle, or has assumed liability for one or more insurance policies issued to Tate & Lyle, that may cover the claim at issue.

10. Defendant California Union Insurance Company n/k/a Cigna Specialty Insurance Company (“California Union”) is an insurance company, organized under the laws of California, with its principal place of business in Philadelphia, Pennsylvania, and doing business in New Jersey, that issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
ZCX006376	10/01/82-10/01/83
ZCX007377	10/01/84-10/01/85
ZCX007378	10/01/84-10/01/85

11. Defendant Insurance Company of North America (“INA”) is an insurance company, organized under the laws of Pennsylvania, with its principal place of business in Philadelphia, Pennsylvania, and doing business in New Jersey, that issued one or more excess liability insurance policies to Tate & Lyle which may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
XCP155852	10/01/83-10/01/84
XCP156734	10/01/84-10/01/85

12. Defendant Chubb Corporation (“Chubb”) is an insurance company, organized under the laws of New Jersey, with its principal place of business in Warren, New Jersey, which issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
8479280416	10/01/83-10/01/84
8579292273	10/01/84-10/01/85

13. Defendant Federal Insurance Company (“Federal”) is an insurance company, organized under the laws of Indiana, with its principal place of business in Philadelphia,

Pennsylvania, and doing business in New Jersey, which issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
79226885	08/18/81-10/01/82
8479280416	10/01/83-10/01/84
79280416	10/01/82-10/01/83
8579280416	10/01/84-10/01/85

14. Defendant United National Insurance Company (“United”) is an insurance company, organized under the laws of Pennsylvania, with its principal place of business in Bala Cynwyd, Pennsylvania, and doing business in New Jersey, which issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policy:

Policy No.	Effective Dates
XTP11032	10/01/84-10/01/85

15. Defendant First State Insurance Company (“First State”) is an insurance company, organized under the laws of Delaware, with its principal place of business in Hartford, Connecticut, and has done or is doing business in New Jersey, which issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policy:

Policy No.	Effective Dates
932770	10/01/84-10/01/85

16. Defendant Royal Indemnity Company (“Royal”) is an insurance company, organized under the laws of Illinois, with its principal place of business in Charlotte, North Carolina, and is or was doing business in New Jersey, which issued one or more excess liability

insurance policies to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
RED100029	10/01/82-10/01/83
RED102469	10/01/83-10/01/84
RED102147	10/01/83-10/01/84
RED102706	10/01/84-10/01/85

17. Defendant Hartford Accident and Indemnity Company (“Hartford Accident”) is an insurance company, organized under the laws of Delaware, with its principal place of business in Hartford, Connecticut, and doing business in New Jersey, which issued one or more excess liability insurance contracts to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
83XS102650	10/01/82-10/01/83
83XS103537	10/01/84-10/01/85
83XS103451	10/01/83-10/01/84

18. Defendant Twin City Fire Insurance Company (“Twin City”) is an insurance company, organized under the laws of Indiana, with its principal place of business in Hartford, Connecticut, and doing business in New Jersey, which issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policy:

Policy No.	Effective Dates
TXS101252	10/01/82-10/01/83

19. Defendant Highlands Insurance Company (“Highlands”) is an insurance company, organized under the laws of Texas, with its principal place of business in Houston,

Texas, and doing business in New Jersey, which issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
SR41121	10/01/83-10/01/84
SR41506	10/01/84-10/01/85

20. Defendant Gibraltar Casualty Company n/k/a Mt. McKinley Insurance Company (“Gibraltar”) is an insurance company, organized under the laws of Delaware, with its principal place of business in Manchester, New Hampshire, and doing business in New Jersey, which issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policy:

Policy No.	Effective Dates
GMX01900	10/01/82-10/01/83

21. Defendant Lexington Insurance Company (“Lexington”) is an insurance company organized under the laws of Delaware, with its principal place of business in New York, New York, and doing business in New Jersey, which issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
5521210	10/01/82-10/01/83
5526902	10/01/84-10/01/85
5525732	10/01/83-10/01/84

22. Defendant National Union Fire Insurance Company of Pittsburgh, Pa. (“National Union”) is an insurance company, organized under the laws of Pennsylvania, with its principal place of business in New York, New York, and doing business in New Jersey, which issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policy:

Policy No.	Effective Dates
9605764	10/01/84-10/01/85

23. Defendant Columbia Casualty Company (“Columbia”) is an insurance company, organized under the laws of Illinois, with its principal place of business in Chicago, Illinois, and doing business in New Jersey, that issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
RDX9176358	10/01/83-10/01/84
RDX9176456	10/01/84-10/01/85

24. Defendant Continental Casualty Company (“Continental”) is an insurance company, organized under the laws of Illinois, with its principal place of business in Chicago, Illinois, and doing business in New Jersey, that issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
RDX1421921	08/18/81-10/01/82
SRX3197007	10/01/82-10/01/83
RDX9176358	10/01/83-10/01/84

25. Defendant Harbor Insurance Company n/k/a Greenwich Insurance Company (“Harbor”) is an insurance company, organized under the laws of Delaware, with its principal place of business in Wilmington, Delaware, and doing business in New Jersey, that issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policy:

Policy No.	Effective Dates
HI180290	10/01/84-10/01/85

26. Defendant The Continental Insurance Company (“Continental Insurance”) is an insurance company, organized under the laws of Pennsylvania, with its principal place of business in Chicago, Illinois, and doing business in New Jersey, that issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
LX3187776	02/09/82-06/14/83
SRX1891404	10/01/83-10/01/84
SRX3197007	10/01/83-10/01/84
SRX1891411	10/01/83-10/01/84

27. Defendant The North River Insurance Company (“North River”) is an insurance company, organized under the laws of New Jersey, with its principal place of business in Morristown, New Jersey, and doing business in New Jersey, that issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
UL21565	10/01/79-10/01/81
JU0750	10/01/79-10/01/82

28. Defendant Safety Mutual Casualty Corporation n/k/a Safety National Casualty Corporation (“Safety”) is an insurance company, organized under the laws of Missouri, with its principal place of business in St. Louis, Missouri, and doing business in New Jersey, that issued one or more excess liability insurance policies to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
UF1226IL	10/01/83-10/01/84
UF2266IL	10/01/84-10/01/85

29. Defendants Certain Underwriters at Lloyd's of London and Certain London Market Insurance Companies ("London Market Insurers") are syndicates, individuals, companies or corporations organized or incorporated under the laws of the United Kingdom or other foreign countries with their principal place of business in London, England, and doing business in New Jersey, that subscribed to one or more insurance policies allegedly issued to Tate & Lyle that may cover the claim at issue, including the following policies:

Policy No.	Effective Dates
U19802	04/01/67-04/01/70
UM24253	10/28/77-10/28/78

30. Defendants Doe Companies 1 through 5 are insurance companies that may have issued policies to Tate & Lyle that may cover the claim at issue.

Non-Party Insolvent Insurers

31. In addition to the insurers listed above, the following non-party insolvent insurance companies issued primary or excess insurance policies that may have provided coverage for the claim at issue but have been ordered into liquidation by the relevant government authorities: Lumbermens Mutual Casualty Company ("Kemper"), The Home Insurance Company ("Home"), Integrity Insurance Company ("Integrity"), and Mission National Insurance Company ("Mission"). These insolvent insurers are subject to court orders enjoining coverage litigation against them outside of their respective state liquidation proceedings.

TATE & LYLE'S FORMER OPERATIONS IN KEARNY, NEW JERSEY

32. In the late 1960s and 1970s, A.E. Staley Manufacturing Company ("Staley"), now known as Tate & Lyle, manufactured organic polymers, rubber based adhesives and leather finishes for products such as waxes, polishes, paints, and coatings.

33. In November of 1968, Staley acquired an office building and manufacturing facility located at 320 Schuyler Avenue and 100 Third Avenue respectively in Kearny, New Jersey, and began manufacturing operations at the Third Avenue facility. The facility is approximately 1 mile east of the Passaic River in northeastern New Jersey.

34. In 1978, Staley sold its polymer manufacturing business, including the facility in Kearny, New Jersey, to Union Oil Company of California. Accordingly, as of 1978, Staley ceased operations in Kearny, New Jersey.

**THE LOWER PASSAIC RIVER STUDY AREA REMEDIATION AND TATE & LYLE'S
TENDER OF NOTICE TO DEFENDANTS**

35. The lower 17 miles of the Passaic River in New Jersey is a part of the Diamond Alkali Superfund Site in Essex, Passaic and Hudson counties in New Jersey.

36. The United States Environmental Protection Agency ("EPA") added this Site to the National Priorities List pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, in 1984.

37. For purposes of investigating and eventually remediating the Passaic River, the EPA has designated the lower 17 miles as the "Lower Passaic River Study Area" or "LPRSA."

38. The LPRSA flows through a highly industrialized area in northern New Jersey and empties into the Newark Bay just outside of New York City.

39. The sediments of the LPRSA are contaminated with a wide variety of hazardous substances, including dioxin and its byproducts, PCBs, mercury, DDT, pesticides and other substances.

40. Dioxin and its byproducts, and PCBs, are the primary drivers of the Diamond Alkali site being listed as a Superfund site and are the substances upon which the EPA is focusing its efforts to remediate.

41. Staley's operations did not involve dioxin or related compounds, PCBs, mercury, DDT, pesticides or heavy metals.

42. On December 27, 2006, the EPA sent a CERCLA Section 104(e) letter to Tate & Lyle, formerly Staley, stating that Tate & Lyle was a "Potentially Responsible Party" ("PRP") under CERCLA and may be strictly, jointly and severally liable for the contamination of the Lower Passaic River pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

43. CERCLA section 107(a) imposes strict, joint and several liability, regardless of fault, upon any person that discharges hazardous substances into the environment.

44. CERCLA section 106 provides that a PRP may be liable for treble damages if it fails to comply with administrative orders issued pursuant to CERCLA.

45. The above 104(e) letter stated that EPA "expected" Tate & Lyle to contribute to the cleanup of the LPRSA and if it did not, EPA may commence the enforcement process, under which it may hold Tate & Lyle strictly, jointly and severally liable for triple the cost of the entire investigation and remediation of the LPRSA pursuant to CERCLA § 106 and 107, in addition to damages for injury to natural resources.

46. The 104(e) letter also stated that Tate & Lyle must list EPA as a creditor if it filed for bankruptcy in light of its liability under CERCLA.

47. Furthermore, EPA demanded in the 104(e) letter that Tate & Lyle preserve all documents that may relate to its discharge of hazardous substances or liability to EPA under CERCLA relating to the LPRSA.

48. On or about March 16, 2007, Tate & Lyle signed an Administrative Order on Consent ("AOC") with EPA and other PRPs, which required it and the other PRPs to fund the

remedial investigation and feasibility study (“RI/FS”) of the LPRSA, estimated to cost \$37 million plus EPA oversight costs.

49. On or about May 21, 2012, Tate & Lyle signed an Administrative Order on Consent (“AOC”) with EPA and other PRPs, which required it and the other PRPs to fund the cost of removing approximately 16,000 cubic yards of contaminated sediment from a portion of the Passaic River at an estimated cost of \$20 million.

50. On March 3, 2016, EPA issued its Record of Decision (“ROD”), dated March 3, 2016, setting forth the selected remedy for the cleanup of the LPRSA. The estimated cost of remediation provided in the ROD is between \$1.4 and \$1.6 billion.

51. On March 31, 2016, EPA issued Tate & Lyle a 104(e) letter similar in form to the initial 104(e) letter setting forth EPA’s claim against Tate & Lyle for remediation costs and its expectation that Tate & Lyle would comply with its cleanup obligations imposed by CERCLA by contributing to the estimated \$1.4 billion remediation of the LPRSA, or face strict, joint and several liability for the remediation and treble damages under CERCLA.

52. The EPA has produced “nexus” documents purporting to establish that in the late 1960s and early 1970s, Staley discharged waste waters from its operations involving hazardous substances into the public sewer system, which discharged into the Passaic River and purportedly contributed to its contamination.

53. After receiving notice of Tate & Lyle’s cleanup obligations respecting the LPRSA, the Travelers Defendants issued a letter to Tate & Lyle stating that they owed no coverage in connection with the LPRSA.

54. On the very next business day, Friday, November 14, 2016, the Travelers Defendants filed a declaratory judgment action against Tate & Lyle and the other Defendant

Insurers in Cook County, Illinois, seeking to avoid its coverage obligations respecting Tate & Lyle's liability to contribute to the cost of remediating the LPRSA. That lawsuit is captioned as: *The Travelers Indemnity Company et al. v. Tate & Lyle Ingredients Americas, LLC et al.*, Circuit Court of Cook County, Illinois, Chancery Division, Docket No. 2016CH14807. The complaint was served on Tate & Lyle on November 29, 2016.

COUNT I

DECLARATORY JUDGMENT (AGAINST ALL DEFENDANT INSURERS)

55. Plaintiff Tate & Lyle repeats and re-alleges the foregoing allegations as though fully set forth herein.

56. The primary insurance policies that Travelers Indemnity issued to Tate & Lyle provide:

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily *injury or property damage* to which this policy applies, caused by an *occurrence*, . . . and the company shall have the right and duty to defend any suit against the *insured* seeking damages on account of such injury or damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit filed after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

57. The CERCLA § 104(e) letters that EPA issued to Tate & Lyle and the resulting AOCs, under which Tate & Lyle is obligated to comply with CERCLA, trigger Travelers Indemnity's duty to defend and indemnify Tate & Lyle with respect to its liability to the United States under CERCLA for the remediation of the LPRSA.

58. Tate & Lyle timely performed all requisite conditions under the insurance policies issued by the Defendant Insurers.

59. Travelers Indemnity and the other Travelers Defendants have denied any obligation to defend and indemnify Tate & Lyle under the insurance policies they issued to Tate & Lyle by letter of November 11, 2016; therefore, a case or controversy exists.

60. Some, but not all, of the other Defendant Insurers have responded to Tate & Lyle's tender of claims, either by way of an acknowledgement and request for information and/or a reservation of rights.

61. The Travelers Defendants have asserted further that, if they have any duty to defend or indemnify Tate & Lyle under the Travelers policies in connection with the Site, the Travelers Defendants are entitled to statutory, equitable or contractual rights of contribution, subrogation or indemnification from each of the other Defendant Insurers and Tate & Lyle, and to an allocation of responsibility between and among the Travelers Defendants, Tate & Lyle, and each of the other Defendant Insurers for their equitable and proportionate share of Tate & Lyle's defense or indemnity costs.

62. By reason of the foregoing, a case or controversy exists with respect to the duties of the Defendant Insurers to defend and indemnify Tate & Lyle for the liabilities that Tate & Lyle has incurred and will incur in the future in connection with the Lower Passaic River Restoration Project.

WHEREFORE, Plaintiff Tate & Lyle prays for judgment as follows:

A. Declaring, pursuant to the Declaratory Judgment Act, N.J.S.A. 2A:16-50-62, that Defendants have a duty to defend and indemnify Tate & Lyle with respect to its liability to remediate the LPRSA pursuant to CERCLA;

B. Allocating the Defendants' respective shares of defense and indemnity obligations pursuant to applicable law;

C. Awarding Tate & Lyle its attorneys' fees pursuant to New Jersey Court Rule 4:42-9(a)(6); and

D. Awarding such other and further relief as the Court may deem equitable and just.

COUNT II

BREACH OF CONTRACT (AGAINST TRAVELERS INDEMNITY)

63. Plaintiff Tate & Lyle repeats and re-alleges the foregoing allegations as though fully set forth herein.

64. The liabilities incurred and to be incurred by Tate & Lyle in connection with the Lower Passaic River Restoration Project are covered or potentially covered under the primary insurance policies issued by Travelers Indemnity and, accordingly, Travelers Indemnity is contractually obliged to pay the costs incurred by Tate & Lyle in connection with the Lower Passaic River Restoration Project.

65. Tate & Lyle performed all applicable conditions under the insurance issued by Travelers Indemnity.

66. The failure or refusal by Travelers Indemnity to fulfill its duties to pay the costs incurred by Tate & Lyle in connection with the Lower Passaic River Restoration Project is in breach of the insurance policies issued by Travelers Indemnity to Tate & Lyle.

67. The failure by Travelers Indemnity to fulfill its duties to pay for the costs incurred by Tate & Lyle in connection with the Lower Passaic River Restoration Project has caused damage to Tate & Lyle.

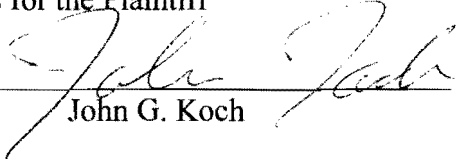
68. Those damages include, but not are limited to, the cost of defending and paying for the remediation of the LPRSA.

WHEREFORE, Tate & Lyle prays for judgment against Defendant Travelers Indemnity as follows:

A. Awarding compensatory and consequential damages to Tate & Lyle against Defendant Travelers Indemnity as a result of its breach of its contractual duties to defend and indemnity Tate & Lyle; and

B. Awarding Tate & Lyle such other and further relief as the Court may deem just and equitable.

WEISBROD, MATTEIS & COPLEY, PLLC
Attorneys for the Plaintiff

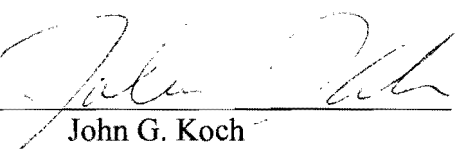
By: 
John G. Koch

Dated: December 27, 2016

DESIGNATION OF TRIAL ATTORNEY

In accordance with *R. 4:25-4*, John G. Koch is hereby designated as trial counsel for Plaintiff.

WEISBROD, MATTEIS & COPLEY, PLLC
Attorneys for the Plaintiff

By: 
John G. Koch

Dated: December 27, 2016

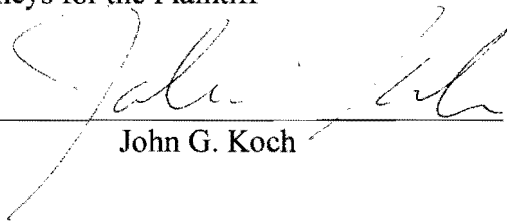
CERTIFICATION PURSUANT TO R. 4:5-1

I hereby certify that the matter in controversy is not the subject of any other action pending in any Court, is not the subject of a pending arbitration proceeding, and is not the subject of any other contemplated action or arbitration proceeding, with the exception of the following lawsuit filed in the Circuit Court of Illinois by Defendant Travelers: *The Travelers*

Indemnity Company et al v. Tate & Lyle Ingredients Americas, LLC et al., Circuit Court of Cook County, Illinois, Chancery Division, Docket No. 2016CH14807, filed November 14, 2016.

WEISBROD, MATTEIS & COPLEY, PLLC
Attorneys for the Plaintiff

By: _____

A handwritten signature in cursive script, appearing to read "John G. Koch", is written over a horizontal line. The signature is written in black ink and is positioned to the right of the "By:" label.

John G. Koch

Dated: December 27, 2016