

EXHIBIT A

IN THE COURT OF COMMON PLEAS
BERKS COUNTY, PENNSYLVANIA

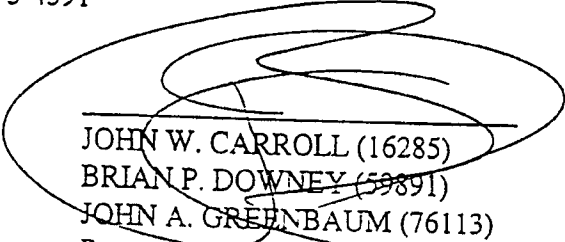
LUCENT TECHNOLOGIES INC.,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	NO.
	:	
EXIDE CORPORATION and	:	CIVIL ACTION – HAZARDOUS SITES
GENERAL BATTERY CORPORATION,	:	CLEANUP ACT
	:	
Defendants.	:	JURY TRIAL DEMANDED

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Lawyer Referral Service of the
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IN THE COURT OF COMMON PLEAS
BERKS COUNTY, PENNSYLVANIA

LUCENT TECHNOLOGIES INC.,	:	
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Plaintiff,	:	
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GENERAL BATTERY CORPORATION,	:	CLEANUP ACT
	:	
Defendants.	:	JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Lucent Technologies Inc., asserts the following claims against defendants Exide Corporation and General Battery Corporation.

Parties

1. Plaintiff Lucent Technologies Inc., ("Lucent"), is a Delaware corporation with its principal place of business located at 600 Mountain Avenue, Murray Hill, New Jersey 07974.
2. On information and belief, defendant Exide Corporation ("Exide") is a Delaware corporation with its principal place of business located at 645 Penn Street, Reading, Pennsylvania 19601.

3. On information and belief, defendant General Battery Corporation ("GBC") is a Pennsylvania business trust with a registered office located at 645 Penn Street, Reading, Pennsylvania 19601.

4. On information and belief, defendant Exide purchased all of the issued and outstanding capital stock of defendant GBC in May 1987, and GBC is now a wholly-owned subsidiary of Exide.

5. This Court has jurisdiction over this action because defendants' principal places of business are within this jurisdiction, this action arises out of defendants' contacts with this jurisdiction, and defendants may be served with process within this jurisdiction. Venue is proper because the damages to plaintiff, and the activities which resulted in the damages to plaintiff, occurred within Berks County. Finally, 35 P.S. § 6020.1115(b) provides that courts of common pleas shall have jurisdiction over any actions authorized under 35 P.S. § 6020.115(a).

Factual Background

6. Defendants Exide and GBC, in their own names and those of various predecessor businesses, including Bowers Battery Corporation ("BBC"), operate and have operated since the mid-1930's a secondary lead smelting and recovery, lead waste recycling and battery manufacturing facility located at Spring Valley Road and Nolan Street in Muhlenberg Township and the Borough of Laureldale, Berks County, Pennsylvania (the "Exide Facility").

7. On information and belief, defendant GBC or its predecessor purchased the Exide Facility from BBC in 1958.

8. On information and belief, defendant GBC ultimately succeeded to the liabilities of BBC.
9. Plaintiff Lucent owns and operates a semiconductor and microelectronic component manufacturing facility located on approximately 133 acres of real property at 2525 North 12th Street, Muhlenberg Township, Berks County, Pennsylvania (the "Property").
10. Plaintiff Lucent and its predecessors AT&T Corp., American Telephone and Telegraph Company, AT&T Technologies, Inc., and Western Electric Company, Inc. owned the Property since 1962.
11. Lucent's Property is located directly across the street from, within 2,500 feet of, and to the south and southeast of, the Exide Facility.
12. On information and belief, Exide now owns the Exide Facility, and GBC continues to operate the Exide Facility for Exide pursuant to an agreement between Exide and GBC.
13. On information and belief, the primary production operations carried out at the Exide Facility are secondary lead smelting and battery manufacturing.
14. On information and belief, in the course of conducting lead smelting and battery manufacturing operations at the Exide Facility, Exide, GBC and their predecessor have handled and processed, and continues to handle and process, lead, lead oxide and other lead-bearing materials, selenium, cadmium, arsenic, nickel, and antimony.
15. On information and belief, the lead smelting operations at the Exide Facility involve the reclamation of lead-bearing batteries and scrap materials. To prepare lead-

bearing batteries for the smelting process, the batteries are inserted into a shredder, after which they are separated into lead, acid and plastic components through gravity separation. The lead-bearing materials from the shredded batteries, along with other lead-bearing materials, are sent to storage piles, from which the lead bearing battery and other materials are fed into the smelter:

16. On information and belief, as the result of this process, lead has been and continues to be released into the air.

17. On information and belief, in the smelting process, in which lead-bearing material is combined with coke in one of two furnaces, lead ores are melted while unwanted constituents are removed. The molten lead is placed into molds to form lead ingots as a final product. The smelting operations at the Exide Facility normally occur 24 hours per day, seven days per week.

18. On information and belief, the battery manufacturing operations at the Exide Facility involve casting the lead bars from the smelting process into thin grids. The lead bars are also melted and reacted with oxygen to form lead oxide. A paste made primarily of the lead oxide is applied to the grids and dried. The grids are then charged, assembled and inserted into a casing. The casing is then filled with sulfuric acid, capped and fitted with terminals. The battery manufacturing operations at the Exide Facility normally occur 24 hours per day, five days per week.

19. On information and belief, during the course of their ownership and operation of the Exide Facility, Exide and GBC, by themselves and through their predecessor BBC, emitted and continue to emit lead, selenium, cadmium, arsenic, nickel, antimony, and other

hazardous wastes and hazardous substances to the environment, including the air, the water and land.

20. Sources of air emissions of lead, selenium, cadmium, arsenic, nickel, antimony, cadmium, and other hazardous wastes and hazardous substances to the environment from the Exide facility include battery breaking, raw material and slag storage areas, blast furnaces, lead smelter and refinery buildings, road and yard areas and battery plants.

21. The wind direction surrounding the Exide Facility is toward the south and southeast, in the direction of the Property.

22. As a direct result of their ownership and operation of the Exide Facility, Exide, GBC and their predecessor improperly allowed or caused, and continue to allow or cause, lead, selenium, cadmium, arsenic, nickel, antimony, and other hazardous wastes and hazardous substances to be emitted from the Exide Facility and deposited onto various locations throughout the Property.

23. Exide and GBC have performed sampling of sediment and soils on the Exide Facility.

24. Exide and GBC have proposed to treat approximately 40,000 tons of lead contaminated soil at the Exide Facility through onsite incineration.

25. Exide and GBC have also conducted some sampling of portions of the Property to determine the extent of contamination of the Property caused by the operations of Exide, GBC and their predecessor.

26. The Exide and GBC assessments of the Property revealed, *inter alia*, soil lead concentrations as high as 13,500 milligrams per kilogram ("mg/kg") at depths of zero to three inches and soil lead concentrations as high as 13,445 mg/kg at depths of three to ten inches.

27. Exide and GBC assessments also revealed soil lead concentrations as high as 2,418 mg/kg at the border of Exide's sampling area on the Property.

28. The applicable regulatory limit for lead in soil is 450 mg/kg. 25 Pa. Code Chapter 250, Table 4, B.

29. There is no allowable limit for the disposal of lead into the environment.

30. To date, Exide and GBC have performed no remediation of soil or groundwater contaminated by lead or other toxic metals at the Property.

31. To date, there are several areas on the Property which Exide and GBC have failed to investigate.

32. Because of defendants' actions, Lucent has incurred response costs, including, but not limited to, costs of investigation, evaluation of Exide's and GBC's plans and reports, and attorney's fees, because of the contamination of the Property by Exide, GBC and their predecessor.

33. Because of defendants' actions, Lucent will be forced to incur additional response costs in the future.

34. Because of defendants' actions, Lucent will be required to place restrictions in any deed for the transfer of the Property. 35 P.S. § 6020.512(b)

35. Because of defendants' actions, the value of the Property has been decreased substantially.

36. Because of defendants' actions, a stigma has attached to the Property which has resulted in a substantial decrease in its value.

37. By a letter dated June 9, 2000, Lucent provided notice of its intent to sue Exide and GBC under the Pennsylvania Hazardous Sites Cleanup Act, 35 P.S. § 6020.101 et seq., to Exide, GBC, PADEP and Muhlenberg Township. (A copy of this letter is attached as Exhibit A.)

38. More than sixty (60) days have passed since the receipt by Exide, GBC, PADEP and Muhlenberg Township of the above-referenced notice of intent to sue.

39. Plaintiff demands a jury trial on all claims so triable.

COUNT I

Lucent Technologies, Inc. vs. Exide Corporation Pennsylvania Hazardous Sites Cleanup Act

40. Paragraphs 1 through 39 above are incorporated herein by reference.

41. Section 701 of HSCA, 35 P.S. § 6020.701(a) provides, in pertinent part, as

follows:

A person shall be responsible for a release or threatened release of a hazardous substance from a site when any of the following apply:

(1) the person owns or operates the site:

(i) when a hazardous substance is placed or comes to be located in or on a site;

(ii) when a hazardous substance is located in or on the site, but before it is released; or

(iii) during the time of the release or threatened release.

42. The term "hazardous substance" is defined in section 103 of HSCA, 35

P.S. § 6020.103, in pertinent part, as follows:

(1) Any element, compound or material which is

(i) Designated as a hazardous waste under . . . the Solid Waste Management Act, and the regulations promulgated thereto.

(ii) Defined or designated as a hazardous substance pursuant to the Federal Superfund Act.

(iii) Contaminated with a hazardous substance to the degree that its release or threatened release poses a substantial threat to the public health and safety or the environment as determined by the department.

(iv) Determined to be substantially harmful to public health and safety or the environment based on a standardized and uniformly applied department testing procedure and listed in regulations proposed by the department and promulgated by the Environmental Quality Board.

43. The wastes and substances identified in the foregoing paragraphs, including but not limited to lead, selenium, cadmium, arsenic, nickel, and antimony, are "hazardous substances" within the meaning of section 103 of HSCA, 35 P.S. § 6020.103.

44. The term "site" is defined in section 103 of HSCA, 35 P.S. § 6020.103, in pertinent part, as follows:

Any building; structure; installation; equipment; pipe or pipeline, including any pipe into a sewer or publicly owned treatment works;

well; pit; pond; lagoon; impoundment; ditch; landfill; storage container; tank; vehicle; rolling stock; aircraft; vessel; or area where a contaminant or hazardous substance has been deposited, stored, treated, released, disposed of, placed or otherwise come to be located.

45. The Exide Facility is a site within the meaning of section 103 of HSCA, 35 P.S. § 6020.103.

46. The Property is a "site" within the meaning of section 103 of HSCA, 35 P.S. § 6020.103.

47. The deposit of the wastes and substances identified in the foregoing paragraphs onto the Property and the actual or threatened leaching of these contaminants into groundwater, land surface or subsurface strata, or ambient air, is a release or a threatened release of hazardous substances within the meaning of sections 103, 702 and 1101 of HSCA, 35 P.S. §§ 6020.103, .702 and .1101.

48. Exide, by itself or through its predecessors in interest, is a person responsible for a release or a threatened release of a hazardous substance from the Property within the meaning of sections 702 and 1101 of HSCA, 35 P.S. §§ 6020.702 and .1101 insofar as it and its predecessor owned or operated the Exide Facility when the wastes and substances identified in the foregoing paragraphs were released from the Exide Facility onto the Property.

49. Exide caused or allowed the release of a hazardous substance in violation of 35 P.S. § 6020.1108 during each and every day it has operated the Exide Facility.

50. Section 1102 of HSCA, 35 P.S. § 6020.1101 provides, in pertinent part, as follows:

A release of a hazardous substance or a violation of any provision, regulation, order or response approved by the Department under this Act shall constitute a public nuisance. Any person allowing such a release or committing such a violation shall be liable for the response costs caused by the release or the violation. The board and any court of competent jurisdiction is hereby given jurisdiction over actions to recover response costs.

51. Section 1115(a) of HSCA, 35 P.S. § 6020.1115, in pertinent part, states:

A person who has experienced or is threatened with personal injury or property damage as a result of a release of a hazardous substance may file a civil action against any person to prevent or abate a violation of this act.

52. Lucent has experienced property damage as a result of Exide's release of hazardous substances onto the Property.

53. Section 1109 of HSCA, 35 P.S. 1109 provides in part:

It shall be presumed as a rebuttable presumption of law that a person who causes or allows the release of a hazardous substance shall be liable, without proof of fault, negligence, or causation, for all damages, contamination or pollution within 2,500 feet of the perimeter of the area where the release has occurred.

54. Lucent's Property is located within 2,500 feet of the Exide Facility.

55. Section 702 of HSCA, 35 P.S. § 6020.702, provides, in pertinent part, as

follows:

A person who is responsible for a release or threatened release of a hazardous substance from a site as specified in section 701 is strictly liable for the following response costs and damages which result from the release or threatened release or to which the release or threatened release significantly contributed:

(1) Costs of interim response which are reasonable in light of the information available to the department at the time the interim response action was taken.

* * * * *

(3) Other reasonable and necessary or appropriate costs of response incurred by any other person.

56. Exide is strictly liable to Lucent for damages to the Lucent Property and for all interim response costs and all other reasonable and necessary or appropriate costs of response incurred by Lucent.

57. Section 115(b) of HSCA, 35 P.S. 6020.1115(b) authorizes this Court to impose civil penalties for violations of HSCA.

58. Section 104(c) of HSCA, 35 P.S. § 6020.1104, authorizes the Court to impose a civil penalty of \$25,000.00 per offense. That section further provides that “[e]ach violation for each separate day and each violation of a proven of this act, a regulation under this act, an order of the department or any term or condition of an approved response shall constitute a separate and distinct offense under this section.”

59. Exide is subject to civil penalties for its conduct at the Exide Facility.

WHEREFORE, plaintiff prays that this Court:

a. Enter judgment against Exide and in favor of plaintiff, holding Exide jointly and severally liable for abatement of the release of the above-identified hazardous substances on the Property and requiring Exide to abate, or, in the alternative, to compensate Lucent for its anticipated cost of abatement of, such release;

b. Enter a declaratory judgment that Exide is liable for the amount of the reasonable and necessary or appropriate costs of response that have been and will be incurred by plaintiff;

c. Award plaintiff monetary damages to compensate plaintiff for the property value that it has lost and other damage that it has incurred because of the damage that Exide has caused to the Property in an amount not less than \$50,000.00;

d. Impose a civil penalty against Exide pursuant to HSCA of \$25,000.00 per day for each violation for each separate day and each violation of HSCA, any regulations thereunder, any order of PaDEP, and any term or condition of an approved response;

e. Award plaintiff its response costs and costs of suit, including attorney and expert witness fees; and

f. Grant such other relief as this Court deems appropriate.

COUNT II

Lucent Technologies, Inc. vs. General Battery Corporation Pennsylvania Hazardous Sites Cleanup Act

60. Paragraphs 1 through 59 above are incorporated herein by reference.

61. GBC, by itself or through its predecessors in interest, is a person responsible for a release or a threatened release of a hazardous substance from the Property within the meaning of sections 702 and 1101 of HSCA, 35 P.S. §§ 6020.702 and .1101 insofar as it and its predecessor operated the Exide Facility when the wastes and substances identified in the foregoing paragraphs were released from the Exide Facility onto the Property.

62. GBC caused or allowed the release of a hazardous substance in violation of 35 P.S. § 6020.1108 during each and every day it has operated the Exide Facility.

63. Lucent has experienced property damage as a result of GBC's release of hazardous substances onto the Property.

64. GBC is strictly liable to Lucent for damages to the Lucent Property and for all interim response costs and all other reasonable and necessary or appropriate costs of response incurred by Lucent.

65. GBC is subject to civil penalties for its conduct at the Exide Facility.

WHEREFORE, plaintiff prays that this Court:

a. Enter judgment against GBC and in favor of plaintiff, holding GBC jointly and severally liable for abatement of the release of the above-identified hazardous substances on the Property and requiring GBC to abate, or, in the alternative, to compensate Lucent for its anticipated cost of abatement of, such release;

b. Enter a declaratory judgment that GBC is liable for the amount of the reasonable and necessary or appropriate costs of response that have been and will be incurred by plaintiff;

c. Award plaintiff monetary damages to compensate plaintiff for the property value that it has lost and other damage that it has incurred because of the damage that GBC has caused to the Property in an amount not less than \$50,000.00;

- d. Impose a civil penalty against GBC pursuant to HSCA of \$25,000.00 per day for each violation for each separate day and each violation of HSCA, any regulations thereunder, any order of PaDEP, and any term or condition of an approved response;
- e. Award plaintiff its response costs and costs of suit, including attorney and expert witness fees; and
- f. Grant such other relief as this Court deems appropriate.

COUNT III
Lucent Technologies, Inc. vs. Exide Corporation
Negligence

66. Paragraphs 1 through 65 above are incorporated herein by reference.
67. Exide had and continues to have a duty to the general public, including Lucent, to ensure that the Exide Facility is operated with reasonable care and to prevent foreseeable harm to others from its actions.
68. Exide by itself and through its predecessors in interest, allowed and continues to allow hazardous substances and hazardous wastes to be released from the Exide Facility onto the Property.
69. It was foreseeable that the emission of the wastes and substances identified in the foregoing paragraphs from the Exide Facility would result in the deposition of those wastes and substances onto, and thus the contamination of, the Property, which is downwind from the Exide Facility.

70. Exide was negligent, as it breached its duty to prevent foreseeable harm to others by allowing the above-described emission of wastes and substances from the Exide Facility to contaminate the Property.

71. Lucent has been injured as a direct and proximate result of the above-described negligence of Exide.

72. Exide's conduct was wanton, willful, reckless, and outrageous and supports an award of exemplary damages.

WHEREFORE, plaintiff prays that this Court:

a. Enter judgment against Exide and in favor of plaintiff and award plaintiff monetary damages to compensate plaintiff for the property value that it has lost and other damages that it has incurred because of the damage that Exide has caused to the Property in an amount not less than \$50,000.00;

b. Award plaintiff its costs of suit, including attorney and expert witness fees; and

c. Grant such other relief, including punitive damages, as this Court deems appropriate.

COUNT IV
Lucent Technologies, Inc. vs. General Battery Corporation
Negligence

73. Paragraphs 1 through 72 above are incorporated herein by reference.

74. GBC had and continues to have a duty to the general public, including Lucent, to ensure that the Exide Facility is operated with reasonable care and to prevent foreseeable harm to others from its actions.

75. GBC, by itself and through its predecessors in interest, allowed and continues to allow hazardous substances and hazardous wastes to be released from the Exide Facility onto the Property.

76. It was foreseeable that the emission of the wastes and substances identified in the foregoing paragraphs from the Exide Facility would result in the deposition of those wastes and substances onto, and thus the contamination of, the Property, which is downwind from the Exide Facility.

77. GBC was negligent, as it breached its duty to prevent foreseeable harm to others by allowing the above-described emission of wastes and substances from the Exide Facility to contaminate the Property.

78. Lucent has been injured as a direct and proximate result of the above-described negligence of GBC.

79. GBC's conduct was wanton, willful, reckless, and outrageous and supports an award of exemplary damages.

WHEREFORE, plaintiff prays that this Court:

a. Enter judgment against GBC and in favor of plaintiff and award plaintiff monetary damages to compensate plaintiff for the property value that it has lost and

other damages that it has incurred because of the damage that GBC has caused to the Property in an amount not less than \$50,000.00;

- b. Award plaintiff its costs of suit, including attorney and expert witness fees; and
- c. Grant such other relief, including punitive damages, as this Court deems appropriate.

COUNT V
Lucent Technologies, Inc. v. Exide Corporation
Private Nuisance

80. Paragraphs 1 through 79 above are incorporated herein by reference.

81. Lucent, as the legal and rightful owner of the Property, is a neighboring landowner and has the right to the continued use and enjoyment of the Property.

82. Exide, by itself and through its predecessors in interest, allowed and continues to allow hazardous substances and hazardous wastes to be released from the Exide Facility onto the Property.

83. The release of hazardous substances and hazardous wastes onto the Property was due to the intentional and unreasonable operation of the Exide Facility.

84. Exide caused or permitted the release of hazardous substances and hazardous wastes onto the neighboring Property which was unreasonable, substantial, has injured Lucent, and has substantially interfered and continues to interfere with Lucent's use and enjoyment of the Property.

85. Exide's continued nuisance and continued allowance of the injury to Lucent constitute reckless indifference to the interest and welfare of Lucent.

86. Exide's conduct was wanton, willful, reckless, and outrageous and supports an award of exemplary damages.

WHEREFORE, plaintiff prays that this Court:

a. Enter judgment in favor of Lucent and against Exide and award plaintiff the damages to compensate plaintiff for the property value that it has lost and other damages that it has incurred because of the damage that Exide has caused to the Property in an amount not less than \$50,000.00;

b. Award plaintiff its costs of suit, including attorney and expert witness fees; and

c. Grant such other relief, including punitive damages, as this Court deems appropriate.

COUNT VI
Lucent Technologies, Inc. v. General Battery Corporation
Private Nuisance

87. Paragraphs 1 through 86 above are incorporated herein by reference.

88. Lucent, as the legal and rightful owner of the Property, is a neighboring landowner and has the right to the continued use and enjoyment of the Property.

89. GBC, by itself and through its predecessors in interest, allowed and continues to allow hazardous substances and hazardous wastes to be released from the Exide Facility onto the Property.

90. The release of hazardous substances and hazardous wastes onto the Property was due to the intentional and unreasonable operation of the Exide Facility.

91. GBC caused or permitted the release of hazardous substances and hazardous wastes onto the neighboring Property which was unreasonable, substantial, has injured Lucent, and has substantially interfered and continues to interfere with Lucent's use and enjoyment of the Property.

92. GBC's continued nuisance and continued allowance of the injury to Lucent constitute reckless indifference to the interest and welfare of Lucent.

93. GBC's conduct was wanton, willful, reckless, and outrageous and supports an award of exemplary damages.

WHEREFORE, plaintiff prays that this Court:

- a. Enter judgment in favor of Lucent and against GBC and award plaintiff the damages to compensate plaintiff for the property value that it has lost and other damages that it has incurred because of the damage that GBC has caused to the Property in an amount not less than \$50,000.00;
- b. Award plaintiff its costs of suit, including attorney and expert witness fees; and

c. Grant such other relief, including punitive damages, as this Court deems appropriate.

COUNT VII
Lucent Technologies, Inc. v. Exide Corporation
Public Nuisance

94. Paragraphs 1 through 93 above are incorporated herein by reference.

95. Exide, by itself and through its predecessors in interest, allowed and continues to allow substances and hazardous wastes to be released from the Exide Facility onto the Property.

96. Exide caused or allowed releases of hazardous substances and hazardous wastes from the Exide Facility onto the Property which was unreasonable and interfered with the rights of the public, and thus constitutes a public nuisance.

97. Exide caused or allowed releases of hazardous substances and hazardous wastes from the Exide Facility onto the Property which was and is a violation of HSCA and thus constitutes a public nuisance pursuant to section 1101 of HSCA, 35 P.S. § 6020.1101.

98. Exide caused or allowed releases of hazardous substances and hazardous wastes from the Exide Facility onto the Property which created particularized harm in Lucent not suffered by the general public by causing substantial diminution in the value of the Property.

99. Exide's continued nuisance and continued allowance of the injury to Lucent constitute reckless indifference to the interest and welfare of Lucent and others.

100. Exide's conduct was wanton, willful, reckless, and outrageous and supports an award of exemplary damages.

WHEREFORE, plaintiff prays that this Court:

- a. Enter judgment in favor of Lucent and against Exide and award plaintiff the damages to compensate plaintiff for the property value that it has lost and other damages that it has incurred because of the damage that Exide has caused to the Property in an amount not less than \$50,000.00;
- b. Award plaintiff its costs of suit, including attorney and expert witness fees; and
- c. Grant such other relief, including punitive damages, as this Court deems appropriate.

COUNT VIII

Lucent Technologies, Inc. v. General Battery Corporation
Public Nuisance

101. Paragraphs 1 through 100 above are incorporated herein by reference.
102. GBC caused or permitted releases of hazardous substances and hazardous wastes onto the neighboring Property which was unreasonable, substantial, has injured Lucent, and has substantially interfered and continues to interfere with Lucent's use and enjoyment of the Property.

103. GBC caused or permitted releases of hazardous substances and hazardous wastes from the Exide Facility onto the Property which was unreasonable and interfered with the rights of the public, and thus constitutes a public nuisance.

104. GBC caused or permitted releases of hazardous substances and hazardous wastes from the Exide Facility onto the Property which was and is a violation of HSCA and thus constitutes a public nuisance pursuant to section 1101 of HSCA, 35 P.S. § 6020.1101.

105. GBC caused or permitted releases of hazardous substances and hazardous wastes from the Exide Facility onto the Property which created particularized harm in Lucent not suffered by the general public by causing substantial diminution in the value of the Property.

106. GBC's continued nuisance and continued allowance of the injury to Lucent constitute reckless indifference to the interest and welfare of Lucent and others.

107. GBC's conduct was wanton, willful, reckless, and outrageous and supports an award of exemplary damages.

WHEREFORE, plaintiff prays that this Court:

a. Enter judgment in favor of Lucent and against GBC and award plaintiff the damages to compensate plaintiff for the property value that it has lost and other damages that it has incurred because of the damage that GBC has caused to the Property in an amount not less than \$50,000.00;

b. Award plaintiff its costs of suit, including attorney and expert witness fees; and

c. Grant such other relief, including punitive damages, as this Court deems appropriate.

COUNT IX
Lucent Technologies, Inc. v. Exide Corporation
Trespass

108. Paragraphs 1 through 107 above are incorporated herein by reference

109. Exide, by itself and through its predecessors in interest, allowed and continues to allow hazardous substances and hazardous wastes to be released from the Exide Facility onto the Property.

110. Lucent is the legal and rightful owner of the Property and has the right to the continued use and enjoyment of the Property.

111. Exide caused or permitted releases of hazardous substances and hazardous wastes from the Exide Facility onto the Property which constitutes an invasion of the Property, was substantial, has injured Lucent, and has interfered and continues to interfere with Lucent's use and enjoyment of the Property.

112. Exide's trespass is of a continuing nature.

113. Exide's continued trespass and continued allowance of the injury to Lucent constitute reckless indifference to the interest and welfare of Lucent.

114. Exide's conduct was wanton, willful, reckless, and outrageous and supports an award of exemplary damages.

WHEREFORE, plaintiff prays that this Court:

- a. Enter judgment in favor of Lucent and against Exide and award plaintiff the damages to compensate plaintiff for the property value that it has lost and other damages that it has incurred because of the damage that Exide has caused to the Property in an amount not less than \$50,000.00;
- b. Award plaintiff its costs of suit, including attorney and expert witness fees; and
- c. Grant such other relief, including punitive damages, as this Court deems appropriate.

COUNT X

Lucent Technologies, Inc. v. General Battery Corporation
Trespass

115. Paragraphs 1 through 114 above are incorporated herein by reference.

116. GBC, by itself and through its predecessors in interest, allowed and continues to allow hazardous substances and hazardous wastes to be released from the Exide Facility onto the Property.

117. Lucent is the legal and rightful owner of the Property and has the right to the continued use and enjoyment of the Property.

118. GBC caused or permitted releases of hazardous substances and hazardous wastes from the Exide Facility onto the Property which constitutes an invasion of the Property,

was substantial, has injured Lucent, and has interfered and continues to interfere with Lucent's use and enjoyment of the Property.

119. GBC's trespass is of a continuing nature.

120. GBC's continued trespass and continued allowance of the injury to Lucent constitute reckless indifference to the interest and welfare of Lucent.

121. GBC's conduct was wanton, willful, reckless, and outrageous and supports an award of exemplary damages.

WHEREFORE, plaintiff prays that this Court:

a. Enter judgment in favor of Lucent and against GBC and award plaintiff the damages to compensate plaintiff for the property value that it has lost and other damages that it has incurred because of the damage that GBC has caused to the Property in an amount not less than \$50,000.00;

b. Award plaintiff its costs of suit, including attorney and expert witness fees; and

c. Grant such other relief, including punitive damages, as this Court deems appropriate.

COUNT XI
Lucent Technologies, Inc. v. Exide Corporation
Strict Liability

122. Paragraphs 1 through 121 above are incorporated herein by reference.

123. Exide's use of hazardous substances and hazardous wastes at the Exide Facility was and is an abnormally dangerous and/or ultrahazardous activity.

124. Exide caused and/or allowed hazardous substances and hazardous wastes to be deposited onto the Property as a result of such abnormally dangerous and/or ultrahazardous activity.

125. Because Exide engaged in an abnormally dangerous and/or ultrahazardous activity, Exide is strictly liable to Lucent for the injuries that Lucent has incurred as a result of such activity.

126. Exide's continued allowance of the injury to Lucent constitutes reckless indifference to the interest and welfare of Lucent.

127. Exide's conduct was wanton, willful, reckless, and outrageous and supports an award of exemplary damages.

WHEREFORE, plaintiff prays that this Court:

a. Enter judgment in favor of Lucent and against Exide and award plaintiff the damages to compensate plaintiff for the property value that it has lost and other damages that it has incurred because of the damage that Exide has caused to the Property in an amount not less than \$50,000.00;

b. Award plaintiff its costs of suit, including attorney and expert witness fees; and

c. Grant such other relief, including punitive damages, as this Court deems appropriate.

COUNT XII
Lucent Technologies, Inc. v. General Battery Corporation
Strict Liability

128. Paragraphs 1 through 127 above are incorporated herein by reference.

129. GBC's use of hazardous substances and hazardous wastes at the Exide Facility was and is an abnormally dangerous and/or ultrahazardous activity.

130. GBC caused and/or allowed hazardous substances and hazardous wastes to be deposited onto the Property as a result of such abnormally dangerous and/or ultrahazardous activity.

131. Because GBC was engaged in an abnormally dangerous and/or ultrahazardous activity, GBC is strictly liable to Lucent for the injuries that Lucent has incurred as a result of such activity.

132. GBC's continued allowance of the injury to Lucent constitutes reckless indifference to the interest and welfare of Lucent.

133. GBC's conduct was wanton, willful, reckless, and outrageous and supports an award of exemplary damages.

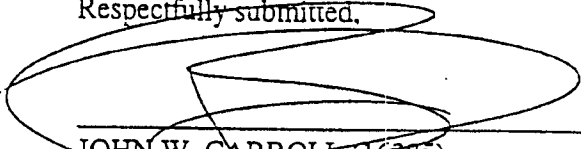
WHEREFORE, plaintiff prays that this Court:

a. Enter judgment in favor of Lucent and against GBC and award plaintiff the damages to compensate plaintiff for the property value that it has lost and other damages that it has incurred because of the damage that GBC has caused to the Property in an amount not less than \$50,000.00;

b. Award plaintiff its costs of suit, including attorney and expert witness fees; and

c. Grant such other relief, including punitive damages, as this Court deems appropriate.

Respectfully submitted,



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Attorneys for Plaintiff

VERIFICATION

I, John P. O'Sullivan, hereby state that I am a Technical Manager for Environment, Health & Safety for Lucent Technologies, Inc., Reading Facility, and that I am authorized to make this verification on its behalf. I hereby verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information and belief. I understand that the statements in said answer are made subject to the penalties of 18 Pa.C.S. § 4909 relating to unsworn falsification to authorities.

Dated: November 30, 2000


JOHN P. O'SULLIVAN

EXHIBIT A

200 One Keystone Plaza
North Front and Market Streets
P.O. Box 1181
Harrisburg, PA 17108-1181
717.255.1155
Fax 717.238.0575

717.255.1159
carrollj@pepperlaw.com

June 9, 2000

Via Certified Mail – Return Receipt Requested

Exide Corporation
c/o CT Corporation, Registered Agent
1635 Market Street
Philadelphia, PA 19103

General Battery Corporation
645 Penn Street
Reading, PA 17601

James M. Seif
Secretary
Pennsylvania Department of Environmental
Protection
16th Floor, Rachel Carson State Office Building
P.O. Box 2063
Harrisburg, PA 17105-2063

Douglas F. Didyoung, Sr.
Department Director
Muhlenberg Township
555 Raymond Street
Hyde Park
Reading, PA 19065

NOTICE OF INTENT TO SUE

To the Above Named Persons:

Lucent Technologies, Inc. ("Lucent"), by and through its undersigned counsel, hereby notifies Exide Corporation ("Exide") and General Battery Corporation ("GBC") of its intent to file a citizen suit against Exide and GBC pursuant to the Pennsylvania Hazardous Sites Cleanup Act ("HSCA"), 35 P.S. § 6020.101, et seq., and other Pennsylvania laws. Lucent will also assert other causes of action.

Exide and GBC own and operate a battery manufacturing and secondary lead recycling, recovery and smelting facility, located at Spring Valley Road and Noland Street, in Muhlenberg Township and the Borough of Laureldale, Berks County, Pennsylvania (the "Exide Facility"). Exide, GBC and their predecessors, through their ownership and operation of the Exide Facility, have released hazardous substances, including lead, lead compounds and other

hazardous substances, into the environment in violation of HSCA and other state laws and regulations.

Because of the releases and violations, Exide and GBC are "responsible persons" under Sections 103 and 701(a) of HSCA, 35 P.S. §§ 6020.103 and 6020.701(a), and the releases and violations constitute a public nuisance under Section 1101 of HSCA, 35 P.S. § 6020.1101.

Lucent has experienced property damage at its facility located at 2525 North 12th Street, Reading, Pennsylvania as a result of the violations and releases of hazardous substances from the Exide Facility. Therefore, Lucent intends to bring a citizen suit against Exide and GBC under Section 1115(a) of HSCA, 35 P.S. § 6020.1115(a) relating to the damage to Lucent's property. The action will seek all available relief, including injunctive relief (such as investigation and remediation orders), response costs and costs of litigation including attorney and witness fees.

We believe that this Notice of Intent to Sue adequately sets forth the grounds for Lucent's intended action. Lucent invites Exide and GBC to contact the undersigned counsel for additional information or to otherwise discuss the matter during the next sixty (60) days.

Sincerely,



John W. Carroll

cc: Ari D. Levine, Esquire (Exide Corporation)
Robert L. Collings, Esquire (Schnader, Harrison, Segal and Lewis)
Martin A. Sokolow, Esquire (PADEP Southwest Regional Counsel)