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La. Plaintiffs Reach Agreement to Settle All Remaining Benzene Claims; Third-Party Defendant Moves to Dismiss

NEW ORLEANS — The remaining parties, including The Dow Chemical Co. (NYSE:DOW), in a benzene action have reached a settlement agreement, according to a Feb. 6 letter written by the plaintiffs to the U.S. District Court for the Eastern District of Louisiana.

On the same day, two third-party defendants that were brought into the lawsuit by The Dow Chemical Co. moved to dismiss the claims asserted against them, contending that they are not contractually obligated to indemnify Dow Chemical.

The suit, filed by Betty Ventress, says her late husband Ernest's work as a contract laborer led him to perform contract and pipefitting work at a Dow Chemical Co. facility. Ernest worked in the facility's chlorine plant, where he was allegedly exposed to benzene, gasoline, propylene and butadiene on a regular basis. As an alleged result of this exposure, Ernest developed multiple myeloma; he died in June 2011.

In their letter to the court, the plaintiffs note that an agreement has been reached to settle all the claims in the litigation. The plaintiffs additionally ask the court to enter a 60-day dismissal of all the plaintiffs' claims.

The Dow Chemical Co. filed a third-party claim against Jacobs Field Services North America Inc. and J.E. Remediation Technologies Inc., contending that the companies are obligated to indemnify Dow Chemical for attorneys' fees and any other costs related to the underlying benzene claims. For more on the third-party complaint, please see "2 Louisiana Defendants File 3rd-Party Complaints, Seek Defense Costs," in the August 2012 issue of *Litigation Watch: Benzene*.

In naming Jacobs Field Services and J.E. Remediation, however, Dow Chemical noted that Ventress worked for J.E. Remediation, a predecessor-in-interest to Jacobs Field Services, for nearly 20 years.

In moving to dismiss the third-party claims, Jacobs Field Services and J.E. Remediation argue "there is no evidence of any causal relationship between Mr. Ventress' disease and his work at Dow or his presence on Dow's premises, and, under the terms of the contracts in question, Dow is therefore not entitled to contractual indemnification from Jacobs and J.E. Remediation."

The third-party defendants also argue that since a settlement agreement has been reached, Dow's attempts to obtain indemnification are moot.

The third-party defendants are represented by Arthur H. Leith, Dan Edward West and Sarah E. McMillan of McGlinchey Stafford in New Orleans.

Dow Chemical is represented by Lawrence E. Abbott, Charles H. Abbott and Ryan C. Wallis of Cotton Schmidt & Abbott in New Orleans.

The plaintiffs are represented by L. Eric Williams of the Williams Law Office in Metairie, La.; and Richard J. Fernandez and Amber E. Cisney of the Law Office of Richard J. Fernandez in Metairie, La.

Ventress, et al. v. Radiator Specialty Co., et al., No. 12-001995 (M.D. La.).

Documents are Available Call (800) 496-4319 or Search www.harrismartin.com Letter Ref# BEN-1302-02
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