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E*ZINES
September 2004 Vol. 13

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Louisiana Appellate Court Orders Property Restoration, Instead of a Monetary Award, in a Suit by a Landowner Seeking to Enforce Its Oil and Gas Lessees' Implied Obligation to Restore the Leased Premises

Terrebonne Parish School Board v. Castex Energy, Inc., 2001-2634 (La. App. 1st Cir. 3/19/04), -- So.2d --, 2004 La. App. LEXIS 615; 2004 WL 540521, *writ granted*, 2004-0968 (La. 6/25/04), 876 So.2d 816.

The Louisiana First Circuit Court of Appeal recently affirmed a trial court's decision to order oil and gas lessees to implement a restoration plan to restore two canals and a slip dredged on property owned by the Terrebonne Parish School Board. The appellate court, however, vacated the trial court's $1,100,000 damage award against the oil and gas lessees and found that the trial court erred in appointing a special master to design and oversee the restoration plan for property. In June 2004, the Louisiana Supreme Court granted defendants' writ application, agreeing to review the First Circuit's decision.

Originally, in 1963, the School Board, as lessor, granted an oil and gas lease to Shell Oil Company in 1963. While the 1963 lease expressly granted the lessee authority to dredge canals, it was silent on whether the lessee had any duty to restore the surface of the property. In 1999, the School Board brought suit against lessees/assignees of the lease seeking to enforce their alleged obligation to restore the property. The School Board asserted that the canals dredged on its coastal wetlands property pursuant to the lease had caused and were continuing to cause damage by altering and eroding the natural hydrology of the marsh.

After trial, the trial court rendered a judgment finding that the two assignees, Bois D'Arc and Samson, were solidarily liable to the School Board for restoration of the property in an amount not to exceed $1,100,000. In the judgment, the court further required the defendants to deposit the $1,100,000 into the court registry and ordered any amounts not used to be refunded to them. To design and oversee the restoration plan, which required backfilling the canals, the court appointed a special master.

On appeal, the assignees challenged the trial court's conclusion that they were liable for restoration based on the absence of any express provision in the lease imposing a restoration obligation. Further, the School

Board, Bois D'Arc and Samson all asserted that the trial court erred in appointing a special master without their consent. The School Board also sought an award of a "sum certain" and an unconditional award of the $1,100,000.

Challenging the trial court's decision to hold them liable, Bois D'Arc and Samson argued that they owed no duty to restore the surface based on their compliance with State regulations upon cessation of operations and the lack of any express restoration provision in the lease. Addressing their argument, the First Circuit pointed to La. R.S. 31:122, the prudent operator standard set forth in the Louisiana Mineral Code. The court then examined pre-Mineral Code jurisprudence, concluding that a lessee's "good administrator" duty includes the obligation to restore the surface as near as practical to its original condition on completion of operations. The court observed that the Mineral Code codified existing jurisprudence and that the Code, accordingly, imposed an obligation to restore the surface even in the absence of an express restoration provision in the lease. The court, therefore, determined that the trial court correctly concluded that the assignees were solidarily obligated to the School Board for restoration of the property to a condition as near as practicable to its pre-lease condition.

Examining the scope of the assignees' duty to restore, the First Circuit, although agreeing that the assignees had a duty to restore the two canals and the slip, disagreed with the School Board's contention that the duty to restore extended to a third canal used by the assignees in their oil and gas operations. The appellate court rejected the School Board's contention concerning the third canal upon finding that there was no evidence to establish that the canal was dredged under the authority of the 1963 lease. In doing so, the court stated: "Since it is an oil and gas lease to which an implied obligation to restore the surface attaches, see La. R.S. 31:122, and not a mere right of use agreement, [the School Board] failed to prove that the [third canal] was within the scope of the covenant to restore the surface implicit in the 1963 Shell lease."

The court next considered the argument raised by Bois D'Arc and Samson that the implied obligation to restore arising from the prudent operator standard required lessees to undertake only those restoration measures falling within customary practices in the oil and gas industry. Finding that the evidence confirmed that the custom in the industry with respect to surface restoration at the termination of the lease is that dredged

canals are not backfilled by oil companies, the appellate court nevertheless affirmed the trial court's decision to order the filling of the canals. Viewing the trial court's judgment, the appellate court observed that, in imposing liability, the trial court did not adopt in totality any of the proposals offered by the parties and did not order perfect restoration of the marsh. Instead, the court noted that the trial court "balanced the cost of a less-than-perfect restoration against the intrinsic value of the wetlands and weighed that determination in favor of the marsh." Emphasizing the "non-pecuniary, aesthetic, and far-reaching benefits this State's wetlands provides to the entire ecosystem," the First Circuit held that the "the trial correctly fashioned an approach within the ambit of the express requirements of Article 122."

Relying on *Corbello v. Iowa Production*, 850 So. 2d 686, 694 (La. 2/25/03), the appellate court further rejected the contention by Bois D'Arc and Samson that the cost to restore the surface in accordance with the trial court's judgment improperly exceeded the market value of the property. In so rejecting, the First Circuit observed that the lessees could have bargained for a provision in the lease to limit their restoration liability to the market value of the property but did not.

Finding that the award of $1,100,000, conditioned on the return to the defendants of any amounts not spent in implementing the restoration plan, violated the Louisiana requirement that judgments be precise, definite and certain, the First Circuit vacated the "refund" condition imposed by the trial court. The First Circuit further agreed with Bois D'Arc, Samson and the School Board that the trial court erred in appointing a special master to oversee the restoration plan because Louisiana law, La. R.S. 12:4165, requires that all parties consent to the appointment of a special master.

The court also vacated the judgment to the extent it awarded $1,100,000 to the School Board, noting that "the implied covenant that the assignees of the lessee . . . are bound to perform is one to actually restore the surface (not simply to tender an amount sufficient to accomplish restoration)." Finally, the court amended the judgment "to expressly order Bois D'Arc and Samson to restore the two canals and the slip . . . in accordance with the methodology of restoration fashioned by the trial court."

In a concurring opinion, Judge McClendon stressed that "the obligation to restore is not without limits" and that a standard of

reasonableness, balancing perfect restoration against the use to which the land is being put, "must be applied to the facts of each case." Viewing the particular facts in the case, Judge McClendon agreed that the trial court did not err in adopting its methodology for restoration.

Dissenting in part, Judge McDonald first noted the lease's silence with respect to an obligation to restore and next examined the implied obligation to restore arising from Article 122 of the Mineral Code. In doing so, the dissenter observed that there was no evidence that the assignees acted negligently and that the evidence instead indicated that the assignees had acted as reasonably prudent operators. Judge McDonald also stated that there was no evidence that the custom in the industry required filling canals upon cessation of operations. Pointing to Civil Code lease law, La. Civ. Code arts. 2719 and 2720, he opined that digging the canals "certainly seems to be normal wear and tear in furtherance of the objectives of the lease and expected by the parties" and concluded that, to the extent restoration was properly ordered at all, the assignees' proposed restoration plan was more appropriate than the plan affirmed by the majority.

Next, Judge McDonald noted that, although he did "not ascribe to the idea that § 122 requires restoration of the marsh to its original condition," even it did, the obligation did not apply under the circumstances. Relying on *Corbello*'s enforcement of a "contractual obligation that was bargained for and between the parties," the dissenter concluded that the School Board and Shell "clearly contemplated, intended, and authorized the dredging of canals by the lessee." Emphasizing that the School Board did not bargain for restoration, he concluded that, "If section 122 provided for an implied obligation to restore the surface, there would have been no reason for the supreme court to interpret the contract in *Corbello*" because the obligation "would exist with or without a contract and regardless of what the contract provisions provided."

In the aftermath of *Corbello*, the First Circuit in *Castex* addressed some of the questions that remained unanswered and raised some new ones. For example:

- In holding that "the implied covenant that the assignees of the lessee... are bound to perform is one to *actually restore* the surface (not simply to tender an amount sufficient to accomplish restoration)," the court determined that the implied restoration obligation arising from Article 122 of the Mineral Code requires actual restoration, refusing to award

monetary damages to the landowner. In contrast, in *Corbello*, the Louisiana Supreme Court awarded $28 million in damages to the landowner for groundwater contamination and the threat it posed to the public Chicot Aquifer. The landowner, however, had no obligation to perform remediation to address the contamination. Unlike *Castex*, *Corbello* concerned an explicit contractual provision requiring the surface lessee to restore the property. In response to *Corbello*, the legislature enacted Act 1166 of 2003, La. R.S. 30:2015, *et seq.*, requiring the courts, upon finding that a threat to usable groundwater exists, to adopt a plan to address the contamination and to hold in the court registry and administer the funding for the plan. By awarding no monetary damages to the landowner and instead ordering defendants to perform actual restoration of canals, the First Circuit in *Castex* directly addressed the concern raised by the *Corbello* decision that a landowner has a right to sue for property restoration and recover a monetary award for environmental damages with no corresponding obligation to restore the property by remediating the contamination. Of course, whether it is feasible to require actual restoration in every case remains to be seen (and the Louisiana Supreme Court may address this point on review).

- After *Corbello*, which concerned a specific contractual obligation to restore the property as near as practicable to its original condition, it was unclear whether a lessee's compliance with State regulations upon cessation of its operations satisfied the Mineral Code's Article 122 prudent operator standard (and the implied restoration obligation arising therefrom). In *Castex*, the First Circuit answered that compliance did not, finding that the implied obligation to restore requires more than conducting and ceasing operations in accordance with State law.

- The First Circuit restricted the implied obligation to restore to cover only activities conducted directly pursuant to the lease, refusing to expand the obligation to cover all activities conducted with respect to the lessees' oil and gas operations.

- In concluding that the implied restoration obligation required the lessees to backfill the canals, despite conclusive evidence that it was not industry custom for a lessee to fill canals upon completion of operations, the court emphasized the "aesthetic, and far-reaching benefits this State's wetlands provides to the entire ecosystem." In other words, stressing the importance of Louisiana's wetlands, the court imposed a restoration obligation on the lessees that, at least based on

industry custom, exceeded the prudent operator standard. Assuming the Louisiana Supreme Court does not address this issue directly, in future cases, it remains to be seen whether courts facing oil and gas property restoration claims by landowners will require restoration exceeding industry custom when the property involved is not wetlands.

- In *Corbello*, the Louisiana Supreme Court held that, although property damage awards in tort cases must be tethered to the market value of the property, in breach of contract cases, property damages need not be. Again, *Corbello* concerned an alleged breach of an explicit contract provision requiring restoration. After *Corbello*, it remained uncertain whether a mineral lessee's implied restoration obligation required the lessee to perform restoration when the cost to do so would exceed the market value of the property. Like *Corbello*, the court in *Castex* concluded that the cost to perform restoration arising from a lessee's implied obligation to restore need not be tethered to the market value of the property, reasoning that the *Castex* lessees could have bargained for a contract provision limiting their restoration obligation. Accordingly, as the dissent pointed out, rather than requiring the lessor, the School Board, to bargain for a contractual provision in the lease specifying the lessee's obligation to restore, the *Castex* court put the burden on the lessee to bargain for a provision limiting its restoration obligation. In other words, under *Castex*, a lease that is silent on the obligation to restore favors the lessor.

Given the Louisiana Supreme Court's decision to grant writs, we may soon have greater guidance on some of these issues, such as the scope of an oil and gas lessee's implied restoration obligation and/or on whether judicial authority properly extends to require the lessee to perform actual restoration, rather than to require payment of a monetary award sufficient to cover the cost of restoration.

- *Alida Hainkel*

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Federal District Court Rejects Class Certification on Predominance Grounds in Chemical Exposure Case, While Nearly Simultaneous Ruling by Louisiana Court of Appeal Reaches Contrary Conclusion

Fulford v. Transport Service Co.,
Civil Action No. 03-2472 c/w 03-2636,
2004 U.S. Dist. Lexis 9955 (E.D. La. May 27, 2004)

Daniels v. Witco Corp.
No. 03-CA-1478 (La. App. 5th Cir. 6/1/04)
877 So. 2d 1011, *reh'g denied* (La. App. 5th Cir. 8/9/04)

Chief Judge Helen G. Berrigan of the United States District Court for the Eastern District of Louisiana recently refused to certify a class in a mass tort case alleging damages from exposure to hydrogen sulfide caused by a chemical spill from defendants' tractor-trailer tank truck. The court's analysis focused on whether the putative class satisfied the requirements of Federal Rule of Civil Procedure 23(b)(3). Because it concluded that Rule 23(b)(3) had not been satisfied, the court did not reach the question whether the prerequisites set forth in Rule 23(a) had been satisfied.

In particular, the court first considered the question of predominance, that is, whether questions of law or fact common to the members of the class predominate over any questions affecting only individual members. The court addressed each of plaintiffs' claims to determine those questions that were common and those that presented individualized issues. First, the court analyzed plaintiffs' claims under Louisiana Civil Code article 2315, which the court found presented common issues of duty, breach, and general causation, that is, whether hydrogen sulfide can cause the damages of which plaintiffs complain. However, the court found that the question of specific causation, specifically, whether hydrogen sulfide actually caused the damages plaintiffs alleged, as well as the nature and extent of the damages alleged, would be "highly individualized issue[s]." In reaching this conclusion, the court noted that plaintiffs would need to present evidence from at least one medical doctor for each plaintiff and that defendants would likely counter each doctor's opinion with another doctor's account for each plaintiff. In addition, the court observed that each individual plaintiff's medical history

would "play an important role," as would "the circumstances of each Plaintiff's exposure to hydrogen sulfide, such as where they were and whether other environmental agents capable of causing Plaintiffs' maladies were present at that Plaintiff's location and, if so, which ones."

Turning to the other claims asserted by plaintiffs, the court observed that plaintiffs' claims under Louisiana Civil Code articles 2315.6, 2316, 2317, and 2320 presented many of the same issues raised by the article 2315 claim, but that they also gave rise to additional issues, some common and some individualized. Specifically, with regard to article 2315.6, the court noted that plaintiffs' recovery would be subject to additional individualized inquiries, namely "(1) whether a member of the classes protected by the article actually saw the injury, and (2) whether they suffered mental distress because of it." With respect to plaintiffs' claims under articles 2317 and 2320, the court identified a common issue, namely, whether defendants are responsible for acts of people who actually caused the leak. Next, the court noted that, as to article 2324, questions regarding which defendants are liable and in which percentages of fault are common issues, but it observed that the issue of comparative fault of each individual plaintiff would be an individual issue. Finally, addressing plaintiffs' claims for statutory liability under Title 32, sections 1501, 1502, 1515 and 1520 of the Louisiana Revised Statutes, the court noted only one additional issue – whether the statutes may be used to establish negligence *per se* – which the court found to be a common issue.

Considering the common and individualized issues it identified, the court ultimately concluded that predominance had not been satisfied, explaining that, "[a]lthough quantitatively the common issues and the individual issues appear to be almost equal in number, qualitatively the individualized issues predominate over the common issues." The court reasoned further that "[t]he issues of specific causation and damages will require a huge amount of time and effort by the Court to assess the merits of each individual's claim. Although Defendants' conduct is a common issue, its significance to the case is minimized by the highly individualized issues presented by, perhaps, three hundred or more Plaintiffs."

The court then analyzed the second requirement of Rule 23(b)(3), superiority. The court recounted the evidence that suggested that the class claims were doubtful, including the testimony from the truck driver that the truck had been safely emptied before the driver entered plaintiffs' neighborhood, the testimony of two defense experts who opined that the amount of hydrogen sulfide present in the tanker-truck was so

"insignificant that a man could stand inside the truck at that time and suffer no adverse health consequences," and the testimony of some class representatives that members of their households suffered no damage. The court also observed that all of the class representatives appeared to be in good health at oral argument. In light of this evidence, the court concluded that it "cannot say that imposing upon Defendants or itself the heavy burden of litigating a class action is a superior method of adjudicating Plaintiffs' claims." Indeed, the court found that a class action would be "an inferior method" of adjudicating plaintiffs' claims, reasoning that before it could "set in motion the monolithic mechanism authorized by Rule 23 thereby assuming the mammoth burdens usually associated therewith, there should be some greater indication that Plaintiffs' claims have merit."

The *Fulford* court's ruling on the issue of predominance stands in contrast to the Louisiana Fifth Circuit Court of Appeal's nearly simultaneous ruling in *Daniels v. Witco Corp.*, No. 03-CA-1478 (La. App. 5th Cir. 6/1/04), 877 So. 2d 1011, *reh'g denied* (La. App. 5th Cir. 8/9/04). *Daniels* concerned an explosion and fire that occurred at Witco's chemical plant, which, according to plaintiffs, resulted in chemical emissions that caused damage to them. The state district court had denied plaintiffs' motion for class certification on the ground that plaintiffs' proposed class failed to satisfy the predominance requirement of Louisiana Code of Civil Procedure article 591(A)(3). The district court based its conclusion that predominance was lacking in large part on the defendant's stipulation of liability as to the cause of the explosion and to general causation, which, the defendant urged, effectively removed any common issues such that only individualized issues remained and therefore predominated. The court of appeal rejected this approach, reasoning that the stipulation was more of an admission of common issues than a negation of them and therefore suggested common issues predominated. The court thus concluded that, notwithstanding the defendant's stipulation, fault and causation issues were common to all class members and predominated over individual issues. It ruled that the trial court's ruling to the contrary was manifestly erroneous and remanded for consideration of the remaining questions presented by article 591, including superiority.

- *Aimee M. Quirk*

LDEQ Retains RCRA Program

The Louisiana Department of Environmental Quality successfully defended against a petition filed by the Concerned Citizens of New Sarpy, the Louisiana Bucket Brigade and the Refinery Reform Project of the Texas Sustainable Energy and Economic Development Coalition. The petitioning parties, which asked the EPA to withdraw the DEQ's authority over the RCRA program, claimed that DEQ was negligent in certain RCRA areas like permitting, data entry, and enforcement. The EPA announced on June 7, 2004, it rejected the petition after noting that the DEQ was trying to run the program efficiently and was addressing data entry issues and enforcement matters. More specifically, EPA Region Six Regional Administrator Richard Greene wrote to the petitioners that "the majority of enforcement actions were timely and there were only a few instances where EPA would have escalated enforcement when DEQ had not. It appeared that DEQ was responding to citizen complaints in a timely manner and taking appropriate action when violations were found."

- *Tara Richard*

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Louisiana Legislature Enacts Prescriptive Period For LDEQ Enforcement

Historically, there has been a dispute as to how long LDEQ had to bring an enforcement action against a violator/respondent. There have been no definitive judicial decisions on point, but administrative cases have suggested there is no time period for a state to bring an enforcement action under the Louisiana Environmental Quality Act.

However, Senate Bill No. 467 by Senator Fontenot, Act No. 17 of the Louisiana legislative regular session for 2004, enacted Louisiana Revised Statute 30:2025(H). It provides that an action, suit or proceeding by the state for the assessment or enforcement of any civil fine or penalty under the Louisiana Environmental Quality Act shall not be entertained unless commenced within five (5) years from the date when the claim first occurred. The five-year period applies, if, within the same time period, the offender is found within the United States in order that proper service may be made thereon. The section further construes a claim for a civil fine or penalty to first accrue when the violation is first reported to the LDEQ.

- Stan Millan

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Louisiana Modifies UST Rules

Louisiana legislature passed Senate Bill 560, Act No. 692, at the Louisiana Regular Session in 2004. The Act amends the underground storage tank provision of the Louisiana Environmental Quality Act. Particularly, Section 2195.10, Financial Responsibility for Non-Compliance, clarifies that non-compliance with underground storage tank requirements that caused or contributed to the magnitude of a release, which occurred after August 1, 2001, creates additional financial responsibility for the owner/operator. Such non-compliance includes released reporting, released detection, released detection reporting, spill and overfill operating requirements, cathodic protection construction, cathodic protection operation – maintenance - recordkeeping, assessing the site at closure, and assessing the site at change in service. Besides the $5,000.00 deductible the secretary imposes before the trust fund can be used for remediation of contaminated underground storage tanks, any violation of the foregoing provisions adds additional amounts, $5,000.00 to $10,000.00, to the owner/operator's responsibility. The law also has a three strike rule, which precludes eligibility for participation in the tank trust fund program when non-compliance with three or more provisions specified in the law is found to have caused the release or contributed to the magnitude of the release.

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LDEQ'S Expedited Penalty Agreements Extended

On March 10, 2004, the LDEQ issued an emergency rule establishing an expedited penalty procedure and agreement. The emergency rule remained in effect for 120 days. On July 20, 2004, LDEQ extended the emergency rule until on or about November 7, 2004. 30 La. Reg. 1429 (July 20, 2004), LAC 33:1 Chapter 8.

The purpose of the rule is to eliminate delays in enforcement while addressing minor and moderate violations. The total penalty for an expedited penalty agreement is not to exceed $1,500.00 for one violation or $3,000.00 for two or more violations. The LDEQ initiates the penalty action under the expedited penalty procedure by sending an expedited penalty agreement to the respondent. By signing the agreement, the respondent agrees that the cited violations have been or will be corrected and that the penalty will be paid within thirty days of receipt of the agreement. LDEQ still considers the nine penalty factors under the Louisiana Environmental Quality Act in determining the appropriateness of an expedited penalty agreement. If the respondent does not sign the agreement and make payment within the thirty days, the LDEQ has the discretion to withdraw the agreement and to seek other enforcement. The LDEQ may, in its discretion, grant one additional thirty-day extension in order for respondent to correct the violations cited in the agreement.

Section 807 of the rule, lists the various notification, air quality, waste tire, water quality and UST violations for which expedited penalties may apply. For instance, failure to register an existing UST warrants a $300.00 penalty per occurrence. Exceeding a daily maximum or weekly average concentration permit limit for any qualifying permit parameter (TOC, COD, DO, BOD_5, $CBOD_5$, TSS, fecal coliform and oil and grease) warrants a penalty of $150.00 per exceedence and per parameter.

- Stan Millan

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Allegation of Pre-Worker Compensation Statute Exposure Sufficient to Defeat Fraudulent Joinder Claim

Young, et al. v. Taylor-Seidenbach, et al.
2004 U.S. Dist. LEXIS 11523
(E.D.La., 6/22/04)

In March 2003, Young was diagnosed with chronic lymphocytic leukemia and non-Hodgkin's lymphoma, conditions he alleges resulted from his exposure to chemicals for over forty-two years as a roofer. In February 2004, Young, his wife and children filed suit in the Civil District Court for the Parish of Orleans against nine defendants consisting of past employers and the manufacturers of the roofing materials. Plaintiffs alleged in their petition that six of the plaintiffs and two of the employer defendants were domiciled in Louisiana. Plaintiffs further alleged that the Louisiana Worker's Compensation Act did not bar their claim against one of the Louisiana employer defendants, Tyler-Seidenbach, because it arose before the Act was amended in 1952 to include occupational diseases. Defendant Beazer removed the case to the Eastern District of Louisiana, alleging the non-diverse employer defendants were fraudulently joined to defeat diversity jurisdiction. Beazer argued plaintiffs could not prove that their cause of action against Tyler-Seidenbach accrued prior to the 1952 amendments to the Act. Plaintiffs moved to remand, asserting their claim against Taylor-Seidenbach was valid.

Plaintiffs alleged that Young worked for Tyler-Seidenbach for thirteen months before the 1952 amendment of the Act was effective and was exposed to substances related to his diseases during that time. Plaintiffs attached affidavits of: (1) Young, who described the types of work and equipment used during his employment with Tyler-Seidenbach; (2) an environmental chemist, who described the substances Young allegedly was exposed to during that time and identified them as carcinogens; and (3) an internist, who stated that Young's pre-1952 exposure to the substances could have caused Young's diseases. Defendants Beazer and Du Pont, joined by Dow Chemical and Bridgestone Firestone, opposed the motion to remand, challenging the credibility of the internist and alleging that, to state a valid claim against Tyler-Seidenbach, plaintiffs must produce evidence that Young would have contracted the diseases even without further exposure to chemicals after 1952.

The Eastern District disagreed with the defendants. Relying on the Louisiana Supreme Court's adoption of the "significant tortious exposure" theory in *Austin v. Abney Mills, Inc.*, 824 So.2d 1137, 1145 (La. 2002) -- which provides that a cause of action accrues in long-latency occupational disease cases when the exposures are significant and later result in the manifestation of damages -- the court held that plaintiffs were not required to prove Young could have contracted the diseases prior to 1952 independent of further exposure. Rather, plaintiffs must show that Young's pre-1952 exposure was significant enough to cause damage. Resolving the disputed fact of whether Young's pre-1952 exposure constituted "significant tortious exposure" in the light most favorable to the plaintiffs, the court held that plaintiffs had established a *prima facie* case against Taylor-Seidenbach, supported by their affidavits consisting of medical and scientific evidence. Accordingly, because defendants failed to meet their burden of demonstrating that plaintiffs could not possibly establish a cause of action against Tyler-Seidenbach or that the there had been outright fraud in plaintiffs' pleadings, the court remanded the case.

- *Stacie Hollis*

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Remember that these legal principles may change and vary widely in their application to specific factual circumstances. You should consult with counsel about your individual circumstances. For further information regarding this E*Zine or this practice group, please contact:

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