NJ Federal Judge Rules in Favor of Porzio Client Indian Harbor Insurance Co.

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On June 30, 2016, U.S. District Judge Michael A. Shipp issued a ruling in *Indian Harbor Insurance Company v. NL Environmental Management Services Inc., et al.*, finding that Porzio client Indian Harbor Insurance Co. (Indian Harbor) has no obligation to defend lead pigment maker NL Environmental Management Services Inc. (nor NL Industries Inc.) in a suit over river contamination. Judge Shipp concluded that failure of the insurance policy to exclude the company was clearly a genuine mistake. Indian Harbor is represented by Porzio principal Charles J. Stoia.

Indian Harbor sought a declaratory judgment denying coverage of NL Environmental Management Services Inc. and NL Industries Inc. for a contamination suit brought by Raritan Baykeeper.

Judge Shipp agreed with Indian Harbor's argument, stating in his order that "solely listing 'NL Industries' or 'NL Industries Inc.' as excluded from coverage … was merely scrivener's error and because of this mistake, the writing does not accurately reflect the parties' agreement and should be reformed to also include exclusions as to NL Environmental."

The case was recently covered by Brandon Lowrey in the *Law360* article, "Insurer Ducks Pollution Coverage Citing 'Scrivener's Error'." *Law360* is a subscription website. Subscribers can read the full article here.

