
Joseph L. McReynolds



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Location

New Orleans, LA

Practice Areas

- Appellate
- Arbitration and Mediation (ADR)
- Civil Litigation
- Construction
- Fidelity and Surety Law
- Gaming
- Insurance Coverage
- Products Liability
- Professional Liability
- Toxic Tort & Environmental

Jurisdictions

- Louisiana

Mr. McReynolds is a partner in the firm. He practices in the area of civil litigation with special emphasis on state and federal appeals. He has handled a wide variety of cases involving products liability, professional liability of architects, engineers, lawyers and insurance agents, insurance coverage disputes and construction and surety claims.

Mr. McReynolds has assisted in the teaching of a course on Legal Aspects of Architecture for the College of Architecture and Design at Tulane University and a seminar on Construction Law at Loyola University Law School. He has served as adjunct professor at LSU Law School teaching appellate advocacy. Mr. McReynolds clerked for the Honorable Wallace A. Edwards on the First Circuit Court of Appeal before joining Deutsch, Kerrigan & Stiles in 1985. He is experienced in alternative dispute resolution methods and is certified by the American Arbitration Association as an arbitrator and mediator.

Volunteer Activities

Committee Member, Public Safety Advisory Committee, Downtown Development District, 2000 - 2001, as liaison for the warehouse area business alumni.

Former Board Member of Aidslaw, Inc., a non-profit organization providing free legal services to AIDS sufferers.

Various committees of NO/AIDS Task Force, a non-profit organization providing counseling services and public information concerning HIV infection and prevention for the New Orleans region

The Pro Bono Project, sponsored by the New Orleans Bar Association.

Operation Comeback, a neighborhood renovation project sponsored by the Preservation Resource Center.

Professional Activities and Honors

"The Best Lawyers in America" List, 2009-2010

"Louisiana Super Lawyers" List, 2007-2010

American Bar Association

- Torts and Insurance Practice Section

- Vice-Chair, Appellate Advocacy Committee

New Orleans Bar Association

Louisiana State Bar Association

Louisiana Association of Defense Counsel

Bar Association of the Fifth Federal Circuit

Education

J.D., Louisiana State University, 1983

B.A., Louisiana State University, 1980

Representative Works

Recusal

Mr. McReynolds handled this case where The Supreme Court reversed the lower courts and remanded for a full hearing on whether the trial judge violated Canon 3C of the Code of Judicial Conduct by failing to disclose before trial the full extent of his personal and professional relationship with the plaintiff's sole economic expert, which if disclosed would have brought his impartiality into question.

Radcliffe 10, LLC v. Zip Tube Systems of Louisiana, et al., 06-CC0128 (La. 11/3/06),_So.2d._

Reformation of Insurance Contract

Mr. McReynolds handled this case where The Supreme Court affirmed the appellate court's holding that an insurance policy can be reformed to correct an agent's clerical error so that the policy reflects the true intent of the parties as to what umbrella coverage was purchased.

Mark Samuels, et al. v. State Farm Mutual Automobile Insurance Company, et al., 06-C-0034 (La. 10/17/06),_So.2d._

Punitive Damages - Worker's Compensation -

Parent-Subsidiary Relations - Good Samaritan Liability

Mr. McReynolds handled this case where The Louisiana Supreme Court reversed a jury award of \$38 million in compensatory damages and \$120 million in punitive damages against a French parent corporation for injuries sustained in an air separation plant owned and operated by its American subsidiary that had employed the three injured workers. The Court affirmed the basic principle of shareholder immunity that a "parent corporation may, by virtue of its ownership interest, ha[ve] the right, power, and ability to control its subsidiary, [but] a parent corporation generally has no duty to control the actions of its subsidiary and thus no liability for a failure to control the actions of its subsidiary." The Court also held that the plaintiffs had failed to prove that the French parent had undertaken any such duty within the meaning of Â§324A of the Restatement (Second) of Torts, also known as the Good Samaritan Doctrine: "Neither a parent's concern with safety conditions and its general communications with the subsidiary regarding safety matters, nor its superior knowledge and expertise regarding safety issues, will create in the parent corporation a duty to guarantee a safe working environment for its subsidiaries' employees under Â§324A." The case was re-argued and submitted on January 18, 2005.

The Supreme Court re-instated its original decision, reversing the jury verdict, in a per curiam opinion issued on January 19, 2006.

Bujol v. Entergy Services, Inc., 03-0492 (La. 1/19/06), 922 So. 2d 1113, 2004 WL 1157413.

Insurer Liquidation - Reciprocity - Appeal

Mr. McReynolds and Ms. DeLaune handled this case where the Supreme Court held that Pennsylvania was a "reciprocal state" under Louisiana's Uniform Insurer Liquidation Act and that a Pennsylvania liquidation order deprived Louisiana Courts of subject matter jurisdiction over all claims at law or equity against insolvent Pennsylvania insurance company.

All Star Advertising Agency v. Reliance Ins. Co., 04-C-1544 (La. 4/12/05), 898 So. 2d 369.

Construction Surety Bonds - Appeal

Mr. McReynolds handled this case of a surety company on construction bonds sued insurance agency and its liability carrier to recover \$2.5 million in construction defaults on bonds fraudulently issued by agency's former employee. Trial limited to liability resulted in judgment for defendants on grounds that surety company had ratified the bonds by demanding remission of the premiums. The court of appeal affirmed.

North American Speciality v. Employers Reinsurance Corporation, et al, 02-2649 (La. App. 1 Cir. 9/26/03), 857 S. 2d 606, writ denied, 03-2977 (La. 1/16/04), 864 So. 2d 633

Admiralty - Jones Act Seaman Status - Appeal

Mr. McReynolds handled this appeal. Reversing a \$43 million jury award, the Fifth Circuit held, as a matter of law, that a third year summer intern's assignment to a jack-up drilling rig in the Gulf of Mexico for a three day gravel-packing job was not a permanent, regular or consistent re-assignment to sea-based work, that regularly exposed the student to the "perils of the sea," within the meaning of *Chandris, Inc. v. Landis*, 515 U.S. 347, 115 S. Ct. 2172 (1995), so as to classify the student as Jones Act Seaman: "To give teeth to the *Chandris* opinion's rejection of a voyage test, it must be held that merely serving an assignment on a vessel in navigation does not alter a worker's status. If that were not

the case, *Chandris* in fact *would* have established a voyage test." *Becker v. Tidewater, Inc.*, 335 F. 3d 376 (5th Cir. 2003).

Products Liability - Adequacy of Warnings - Sophisticated User - Appeal

Mr. McReynolds handled this appeal. A foundry worker sued Unimin Corporation, a sand supplier, among others, for damages caused by exposure to silica dust in employer's foundry. The trial court's denial of Unimin's motion for summary judgment was reversed on writ application. The Fourth Circuit Court of Appeal held that Avondale, plaintiff's employer, was a sophisticated user of sand and that Unimin's warnings on labels, invoices and in mass mailings were adequate as a matter of law.

Cowart v. Avondale Industries, 01-0894 (La. App. 4th Cir. 7/3/01), 792 So.2d 73, writ denied, 01-2719 (La. 1/4/02), 805 So.2d 211

Punitive Damages - Retroactivity - Appeal

Mr. McReynolds handled this appeal. The Plaintiff in survival and wrongful death action sought punitive damages against asbestos manufacturers. The Supreme Court reversed the district and appellate courts and held that repealed Civil Code Article 2315.3, that allowed recovery of punitive damages for injuries arising out of wanton or reckless disregard for public safety in the storage, handling or transportation of toxic substances, could not be applied retroactively to asbestos exposure to manufacturer's products that ended before the statute was enacted, even though the cause of action for wrongful death accrued while the statute was in effect. Significantly, the Supreme Court held that the law in effect at the time a cause of action occurs does not apply if the new law re-evaluates the legality of past conduct or "attaches new consequences to past events."

Anderson v. Avondale Industries, 2000-27 (La. 10/16/01), 798 So.2d 93.

Insurance Coverage - Manuscript Property Policies Exclusion

Mr. McReynolds handled this Travelers' motion for summary judgment that was granted, holding that the policy unambiguously excluded coverage for damages to pipes "buried underground."

Tonti Realty Corporation v. Travelers Indemnity Co. of Illinois, 2001 WL 969115 (E.D. La. 8/23/01).

Attorney Liability - ERISA Claim - Prescription - Appeal

Mr. McReynolds handled this appeal. Plaintiff's suit against attorney for allegedly failing to prosecute his claim for ERISA benefits was dismissed at close of plaintiff's case. The appeals court affirmed, holding that plaintiff's claim was under ERISA and subject to a ten year period of limitations, and was not a "hybrid" claim under Section 301 of the Labor Management Relations Act (LMRA), which may be subject to six-month periods of limitation.

Ferrell v. Estate of Donovan, 00-935 (La. App. 5 Cir. 11/2/00), 772 So.2d 260, writ denied, 00-3186 (La. 1/12/01), 781 So.2d 562.

Insurance Coverage - Property Dispute - Appeal

Mr. McReynolds successfully defended Travelers in a coverage dispute with Fair Grounds arising out of the fire at the Fair Grounds race track in December of 1993. Fair Grounds was claiming blanket coverage under a property policy and sought coverage and payment for an additional \$18 million under the policy. The court found that the policy was a scheduled policy, denied the bulk of the Fairgrounds' claims for additional money, but awarded Fairgrounds 2.4 million in additional compensation for loss of business income. The Fifth Circuit reversed the BI award on appeal. The decision clarifies the jurisprudence on law of agency, blanket and scheduled coverage, and the proper application of Louisiana's Entire Policy Statute, R.S. 22:628.

Fair Grounds Corporation v. Travelers Indemnity Company of Illinois, et al, No. 99-301 (La. App. 5 Cir. 09/28/99), 742 So.2d 1069, 1999 La. App. Lexis 2650, writ den'd, 99-3280 (La. 1/28/00), 753 So.2d 831

Insurance Coverage - Pollution Exclusion - NORM Contamination

Plaintiffs obtained a \$56 million damage award against Alpha Technical Service, Inc. and others, for its liability in contaminating property with NORM (naturally occurring radioactive material) from pipe scale on drilling pipes. They sought coverage against insurers in a declaratory judgment action. The case was successfully resolved by Mr. McReynolds prior to trial.

Grefer, et al v. Scottsdale Ins. Co., et al, 24th JDC, filed in 2000.

Insurance Agents - Universal Life Policies

Mr. McReynolds handled. Agent dismissed on motion for summary judgment - no appeal was taken.
Birdsall v. New York Life Ins. Co., et al, 00-13823 (CDC, Orl., 2000).

Professional Liability - Insurance Agents - ERISA - Class Action

Plaintiffs sought class action against life insurance company and its agent for benefits allegedly due under an ERISA defined plan. Mr. McReynolds handled. The agent was dismissed on motion for failing to state a claim on grounds that ERISA provided no claim against the agent as a non-fiduciary and pre-empted all state law causes of action for relief. Dismissal order entered by district court in November, 1999, but not released for publication.
Davis v. Northwestern Mutual Life Ins. Co., et al, 99-1670 (E.D. La.), pending.

Products Liability - Asbestos Property Abatement - Venue - Civil Conspiracy - Appeal

Mr. McReynolds handled this appeal. On a 7-0 vote, the Louisiana Supreme Court issued a rare peremptory writ, reversing the Third Circuit Court of Appeal and reinstating the district court's exception of venue, dismissing a suit against U.S. Mineral Products Company for its alleged participation in an industry-wide conspiracy to suppress information about the harmful properties of its insulation product. The peremptory writ affirmed the law in Louisiana that product manufacturers are not liable for property damages caused by the products made by others and clarified the application of solidarity liability to manufacturers of different products.
Ieyoub, ex. re. State of Louisiana v. W.R. Grace & Co. -Conn., et al., #97-180 (La. 3/27/97), 692 So.2d 381, reversing 96-00500 (La. App. 3rd Cir. 12/18/96), 688 So.2d 183

Products Liability - Toxic Encephalopathy - Appeal

Mr. McReynolds handled this appeal. The Fifth Circuit reversed a \$4.5 million jury award for alleged brain damage allegedly caused by plaintiff's inhalation of fumes from carpet adhesive, holding that no reasonable jury could find that Henry's adhesive was defective under Louisiana law. The jury's verdict was the result of the improper and prejudicial trial tactics of plaintiff's counsel and the unscientific testimony of plaintiff's expert, who attributed causation to toxic properties of a mistaken chemical not present in the product.
Guilbeau v. W.W. Henry Co., 85 F.3d 1149 (5th Cir. 1996)

Products Liability - Asbestos Property Abatement - Settlement - Appeal

The principal issue in this case handled by Mr. McReynolds concerned the scope of a federal court's inherent power to enforce a \$415 million dollar unsigned written settlement of asbestos abatement claims under New York law.
Dayton Independent School District, et al. v. W.R. Grace & Co.-Conn., No. 94-40155 (5th Cir. 1995)

Right of Privacy - Appeal

Mr. McReynolds handled this appeal. Dismissal of plaintiff's claims against Delta Airlines for alleged invasion of privacy in an airline reservation was affirmed on appeal.
Carr v. City of New Orleans., 622 So.2d 819 (La. App. 4th Cir. 1993).

Products Liability - Prescription - Appeal

Mr. McReynolds obtained a summary judgment dismissing plaintiff's \$17 million asbestos abatement claim on grounds of prescription was affirmed on appeal.
Trizec Properties, Inc. v. United States Mineral Products, Co., 974 F.2d 602 (5th Cir. 1992).

Intervention - Appeal

Mr. McReynolds handled this intervention of a Public Utility Commission in a private dispute between co-owners of a nuclear power plant which was rejected.
Cajun Elec. Power Co.-Op, Inc. v. Gulf States Utilities, Inc., 940 F.2d 117 (5th Cir. 1991)

Racial Discrimination - Appeal

Mr. McReynolds handled this appeal. Fourth Circuit affirmed dismissal of plaintiff's discrimination claim against the Housing Authority.
Gibson v. Housing Authority of New Orleans, 579 So.2d 528 (La. App. 4th Cir. 1991)

Construction Surety - Appeal

Mr. McReynolds briefed the appeal in which the Fifth Circuit affirmed the surety's superior claim to contract retainages over a competing bank's assignment of the same retainage.

Federal Insurance Company v. Community State Bank, 905 F.2d. 112 (5th Cir. 1990)

Construction - Mechanics Lien - Appeal

Mr. McReynolds handled this suit involving a lien under Louisiana's Private Works Act.

Rowley Co., Inc. v. Southbend Contractors, Inc., 517 So.2d 1260 (La. App. 4th Cir. 1989)

Full Faith & Credit - Appeal

Mr. McReynolds handled this appeal. Arbitration award rendered in Georgia was affirmed under the Full Faith and Credit Clause.

Joseph R. Keenan Co. v. White House Apartments, 517 So.2d 1141 (La. App. 5th Cir. 1987).

Articles and Publications

Industrial Sand Suppliers and the Sophisticated User Defense

Article by Mr. McReynolds, Harris Martin *Columns-Silica*, March 2003 issue.

A State-by-State Guide to Construction & Design Law

Mr. McReynolds authored the Louisiana chapter in an ABA publication on Design and Construction Law, published in the Fall of 1997.

Fifty States Public Construction Contracting

Mr. Brennan and Mr. McReynolds co-authored the chapter on Louisiana.

John Wiley and Sons, Inc., 1996

Construction Industry Insurance Handbook

Mr. Brennan served as editor and co-author of this book, including chapters on Coverage for Fines, Penalties, and Punitive Damages and Coverage for Toxic Substances and Pollution. Mr. McReynolds authored chapter 15, on Worker's Compensation, and chapter 16, on Construction Surety Bonds and Mechanics Liens. Mr. Murphy was a contributing author in the areas of self-insurance and risk retention groups.

John Wiley & Sons, Inc., 1991

Childhood's End: Wrongful Death of a Fetus

Authored by Mr. McReynolds. Note, 42 La. L. Rev. 1411 (1982)

Speeches and Presentations

Legal Ethics in Film

Presented by Mr. McReynolds, October 23, 1999, at the Fall Meeting of the Louisiana Association of Defense Counsel in Cancun, Mexico.

Presented by Mr. McReynolds, May 21, 1999, at the Bench/Bar Conference, sponsored by the New Orleans Bar Association. Produced and moderated a panel discussion of ethical issues, as depicted in six films; "Witness for the Prosecution," "Judgement at Nuremberg," "And Justice for All," "The Verdict," "Sleepers," and "The Rainmaker."

The Year 2000 Crisis

Presentation by Mr. McReynolds, New Orleans, August 1997. Co-sponsored with Kushner, Legraize and Moore, L.L.P.