

IN THE SUPREME COURT OF THE UNITED STATES

THE DOW CHEMICAL COMPANY,

Petitioner,

v.

INDUSTRIAL POLYMERS, INC, QUABAUG CORP., AND
SEEGOTT HOLDINGS, INC., INDIVIDUALLY AND ON
BEHALF OF ALL OTHERS SIMILARLY SITUATED

Respondents.

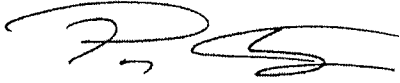
**EMERGENCY JOINT MOTION
TO HOLD PETITION IN ABEYANCE**

Pursuant to Rule 21 of the Rules of this Court, petitioner and respondents hereby jointly move the Court to defer consideration of the petition for writ of certiorari in the above-referenced case pending final court approval of the settlement pursuant to Fed. R. Civ. P. 23(e). Earlier today, petitioner and respondents reached a written settlement in the above-captioned case that is expressly contingent on this Court's granting this motion to defer consideration of the Petition pending final court approval of the settlement. Upon final approval of the settlement by the district court pursuant to Rule 23(e), or, if an appeal from the district court's final approval is taken, affirmance of such approval, without material modification by the court of last resort to which an appeal may be taken, petitioner will withdraw its pending petition for a writ of certiorari pursuant to Rule 46 of the Rules of this Court. Emergency consideration is necessary because the settlement is expressly contingent on this Court granting this motion and

taking no action on the Petition before final court approval of the settlement under Rule 23(e).

This Court has deferred consideration of certiorari petitions to allow settlement negotiations to proceed and to give the district court an opportunity to approve the resulting settlement. *See, e.g., Cities Serv. Gas Co. v. Mobil Oil Corp.*, 487 U.S. 1245 (1988) (granting parties' motion to defer consideration of certiorari petition while district court decides whether to approve settlement); *Trans World Airlines, Inc. v. Zipes*, 442 U.S. 916 (1979) (granting motion to defer consideration of petition pending settlement negotiations). Here, settlement negotiations have proceeded to the point of a final settlement. But that final settlement is expressly contingent on this Court granting this motion. The parties' uncertainty concerning whether the Court will grant or deny the Petition was a necessary ingredient to the parties' ability to reach a settlement at this juncture, when earlier efforts at settlement had failed. Thus, if this motion is not granted, the necessary condition for settlement will be eliminated and the express condition of the settlement will not be satisfied. A failure to defer consideration of the Petition also could skew the district court's analysis of the fairness of the settlement agreement. Thus, the parties respectfully request that the Court defer consideration of the Petition to preserve the settlement agreement.

Respectfully submitted,



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Dated: February 25, 2016



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CERTIFICATE OF SERVICE

No. 14-1091

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Respondent,

I, Carter G. Phillips, do hereby certify that, on this 25th day of February, 2016, I caused a copy of the Motion by Petitioner in the foregoing case to be served by first-class mail, postage prepaid, on the following parties:

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