

Edgar Filing: PERMA FIX ENVIRONMENTAL SERVICES INC - Form 8-K

PERMA FIX ENVIRONMENTAL SERVICES INC
Form 8-K
April 18, 2007

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) April 12, 2007

PERMA-FIX ENVIRONMENTAL SERVICES, INC.

(Exact name of registrant as specified in its charter)

Delaware	1-11596	58-1954497
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

8302 Dunwoody Place, Suite 250, Atlanta, Georgia	30350
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code (770) 587-9898

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Section 8 - Other Events

Item 8.01 Other events

On April 12, 2007, we were notified by our insurer, American International Group ("AIG"), that it has withdrawn its prior denial of coverage and has agreed to

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defend and indemnify us and our Dayton, Ohio subsidiary, Perma-Fix of Dayton, Inc., in the previously disclosed lawsuit, alleging, among other things, that Perma-Fix of Dayton, Inc. was operating without appropriate air permits.

The insurer has agreed to reimburse us for reasonable defense costs incurred in connection with the Dayton litigation prior to the insurer's assumption of the defense. The insurer's agreement to defend and indemnify us and our Dayton, Ohio subsidiary is subject to the insurer's reservation of its rights to deny indemnity pursuant to various policy provisions and exclusions of the policy, including, without limitation, payment of any civil penalties and fines, as well as the insurer's right to recoup any defense cost it has advanced in the event that it is determined that the policy provides no coverage.

The total amount of these costs expected to be recovered from the insurer is currently being determined.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PERMA-FIX ENVIRONMENTAL
SERVICES, INC.

Dated: April 18, 2007

By: /s/ Steven Baughman

Steven Baughman
Vice President and
Chief Financial Officer