

**FILED**

January 4, 2006

Charles R. Fulbruge III  
Clerk

In the  
United States Court of Appeals  
for the Fifth Circuit

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m 04-31245

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CLAYTON WILLIAMS ENERGY, INC.; SCOTTSDALE INSURANCE COMPANY,

Plaintiffs-Appellees,

VERSUS

NATIONAL UNION FIRE INSURANCE COMPANY OF LOUISIANA;  
FRANK'S CASING CREW AND RENTAL TOOLS INCORPORATED,

Defendants-Appellants.

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Appeals from the United States District Court  
for the Eastern District of Louisiana  
m 2:03-CV-2980

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Before JOLLY, HIGGINBOTHAM, and SMITH,  
Circuit Judges.

PER CURIAM:<sup>\*</sup>

Clayton Williams Energy, Inc. (“CWE”), sued for a declaration that a Master Service Contract obligated Frank’s Casing Crew and Rental Tools, Inc. (“Frank’s”), to insure CWE to the extent that it had agreed to defend and indemnify CWE and its invitees and that a policy issued by National Union Fire Insurance Company (“National Union”) covers a claim against Parker Drilling Offshore USA by Chad Webb, an injured employee of Frank’s, pursuant to an obligation by Frank’s to insure that claim. The district court entered summary judgment in favor of CWE, and National Union and Frank’s appeal.

We have reviewed the briefs and pertinent portions of the record and have heard the arguments of counsel. We also have reviewed with care the impressive and comprehensive Order and Reasons entered by the district court on November 2, 2004. We agree generally with the court’s conclusions, and in any event we find no reversible error. The judgment is AFFIRMED.<sup>1</sup>

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<sup>\*</sup> Pursuant to 5<sup>TH</sup> CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5<sup>TH</sup> CIR. R. 47.5.4.

<sup>1</sup> The motion of CWE and Scottsdale Insurance Company to strike new arguments raised in reply briefs is DENIED.