

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

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No. 95-30222
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ALL PLAINTIFFS,

Plaintiffs,

STEAM & PROCESS REPAIRS, INC.,

Intervenor-Plaintiff,

versus

ARCADIAN CORP., Includes Arcadian Partners,
Arcadian Partners L.P., Arcadian Fertilizer,
ET AL.,

Defendants,

ARCADIAN CORP., Includes Arcadian Partners,
L.P., ARCADIAN FERTILIZER, L.P.,
LEXINGTON INSURANCE COMPANY and
ASSICURAZIONI GENERALI, S.P.A.,

Defendants-Appellants,

versus

STAMICARBON B.V., STAMICARBON, N.C.
and DSM N.V.,

Defendants-Appellees.

* * * * *

consolidated with

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No. 95-30263
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ALL PLAINTIFFS,

Plaintiffs,

STEAM & PROCESS REPAIRS, INC.,

Intervenor-Plaintiff,

versus

ARCADIAN CORP., Includes Arcadian Partners,
Arcadian Partners L.P., Arcadian Fertilizer,
ET AL.,

Defendants,

ARCADIAN CORP. Includes Arcadian Partners,
ARCADIAN FERTILIZER, L.P., LEXINGTON INSURANCE
COMPANY and ASSICURAZIONI GENERALI, S.P.A.,

Defendants-Appellants,

versus

CHICAGO BRIDGE & IRON CO.,

Defendant-Appellee.

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Appeals from the United States District Court for the
Western District of Louisiana
(93MD1)

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November 14, 1995

Before WISDOM, GARWOOD and JONES, Circuit Judges.*

PER CURIAM:

We conclude that these consolidated appeals are ultimately

* Local Rule 47.5 provides: "The publication of opinions that have no precedential value and merely decide particular cases on the basis of well-settled principles of law imposes needless expense on the public and burdens on the legal profession." Pursuant to that Rule, the Court has determined that this opinion should not be published.

controlled by the decision of this Court in *Chicago Bridge & Iron Co. v. Davy McKee & Co.*, No. 91-4531 (5th Cir. Sept. 18, 1992) (unpublished), and the decision of the Louisiana Court of Appeal for the Third Circuit in *Smith v. Arcadian Corp.*, 657 So.2d 464 (La. App. 3d Cir. 1995). Appellant argues that the roles of Chicago Bridge & Iron Co. and Stamicarbon in these cases are different from that of Davy McKee in the cited cases, but we find no difference in the roles of those parties that would be material for the purposes of La. R.S. 9:2772 in respect to the dismissed claims. See also *Riley Stoker v. Fidelity & Guarantee Insurance Underwriters*, 26 F.3d 581, 591 (5th Cir. 1994).

Accordingly, in each case the judgment of dismissal is

AFFIRMED.