

F I L E D

February 11, 2004

Charles R. Fulbruge III
Clerk

In the
United States Court of Appeals
for the Fifth Circuit

m 03-20484

COMMINT, INC.; COMMINT TECHNICAL SERVICES, INC.; AND W. KEITH KELLEY,

Plaintiffs-Appellees,

VERSUS

STEVEN BUCH; JAY R. SEVERAL; ETRAC SOLUTIONS, INC.;
AND ROBERT ANDREW ASSOCIATES, INC.,

Defendants-Appellants.

Appeal from the United States District Court
for the Southern District of Texas
m H-02-CV-2982

Before HIGGINBOTHAM, SMITH, and
WIENER, Circuit Judges.

PER CURIAM:*

Plaintiffs sued in state court, and
defendants, after removing to federal court,

sought to compel arbitration of all claims
pursuant to an arbitration clause in one of
several related agreements. The district court
denied arbitration, and defendants appeal.

We have read the briefs and have heard the
arguments of counsel and have reviewed per-
tinent portions of the record. We conclude
that the arbitration clause is not enforceable
against parties that are not signatories to the
agreement that contains that clause. The order
appealed from is **AFFIRMED**.

* Pursuant to 5TH CIR. R. 47.5, the court has deter-
mined that this opinion should not be published and is
not precedent except under the limited circumstances
set forth in 5TH CIR. R. 47.5.4.