

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

United States Court of Appeals
Fifth Circuit

FILED

April 10, 2015

Lyle W. Cayce
Clerk

No. 14-30208

AKER KVAERNER/IHI, formerly known as Aker Xvaerner, Incorporated,
formerly known as IHI, Incorporated,

Plaintiff - Appellant

v.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH,
PENNSYLVANIA; ASSOCIATED ELECTRIC & GAS INSURANCE
SERVICES, LIMITED; ALLIANZ GLOBAL RISKS US INSURANCE
COMPANY; COMMONWEALTH INSURANCE COMPANY; ARCH
SPECIALTY INSURANCE COMPANY; NAVIGATORS MANAGEMENT
COMPANY, INCORPORATED; MCLARENS YOUNG INTERNATIONAL,
INCORPORATED; CERTAIN UNDERWRITERS AT LLOYDS LONDON;
MILLENIUM SYNDICATE AT LLOYDS 1221; LIBERTY SYNDICATE AT
LLOYDS 4472,

Defendants - Appellees

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH
PENNSYLVANIA; ASSOCIATED ELECTRIC & GAS INSURANCE
SERVICES, LIMITED; ALLIANZ GLOBAL RISKS US INSURANCE
COMPANY; COMMONWEALTH INSURANCE COMPANY; NAVIGATORS
MANAGEMENT COMPANY INCORPORATED; ARCH SPECIALTY
INSURANCE COMPANY,

Plaintiffs - Appellees

v.

No. 14-30208

AKER KVAERNER IHI, a General Partnership,

Defendant - Appellant

Appeal from the United States District Court
for the Western District of Louisiana
USDC Nos. 2:10-CV-278 & 2:10-CV-1041

Before KING, JOLLY, and HAYNES, Circuit Judges.

PER CURIAM:*

Having considered the parties' briefs and the supplemental letter briefs filed pursuant to our directive, we DISMISS this case because the order compelling arbitration is an interlocutory order over which we lack appellate jurisdiction under the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 9 U.S.C. §§ 201–08, and the Federal Arbitration Act, 9 U.S.C. §§ 1–16. *See Sw. Elec. Power Co. v. Certain Underwriters at Lloyds of London*, 772 F.3d 384 (5th Cir. 2014). The motion to amend appellate caption is DENIED as moot.

APPEAL DISMISSED; CASE REMANDED (to district court); MOTION DENIED.

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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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