

UNITED STATES COURT OF APPEALS
for the Fifth Circuit

No. 92-1404

VARI-LITE, INC., ET AL.,

Plaintiffs,

VERSUS

SYNCROLITE SYSTEMS, INC., ET AL.,

Defendants.

IN THE MATTER OF: JACK NORTON CALMES,

DEBTOR.

STANLEY WRIGHT, TRUSTEE,

Appellee,

VERSUS

H.R. BRUTSCHE, III a/k/a
Rusty Brutsche, ET AL.,

Appellants.

Appeals from the United States District Court
for the Northern District of Texas
(CA3-89-346-G c/w CA3-91-1302-G)

(March 10, 1993)

Before JOLLY and DAVIS, Circuit Judges, BRAMLETTE,¹ District Judge.

O R D E R:

A review of the briefs in preparation for oral argument persuades us that we have no jurisdiction to consider this appeal.

¹ David C. Bramlette, III, District Judge, Southern District of Mississippi, sitting by designation.

Jurisdiction is sought to be predicated under the so-called collateral order doctrine announced by **Cohen v. Beneficial Indus. Loan Corp.**, 337 U.S. 541 (1949). But this exception to the rule that only final judgments may be appealed applies to only a "small class" of cases. This exception is "extra-ordinarily limited," requiring "parsimonious" application in order "to prevent piecemeal adjudication of suits and the delays caused by intermittent appeals." **Pan Eastern Exploration Co. v. Hufo Oils**, 798 F.2d 837, 839 (5th Cir. 1986).

An appeal may be taken under this limited exception to the final judgment rule only if the order sought to be reviewed "resolves an important issue completely separate from the merits of the action" and would "be effectively unreviewable on appeal from a final judgment." **See Coopers & Lybrand v. Livesay**, 437 U.S. 463, 468 (1978).

The order sought to be reviewed does not meet these requirements. Whether Calmes ratified the releases he executed in favor of the defendants implicates disputed facts that are inextricably tied to the merits of the action. Some of these facts are: 1) when Mr. Calmes allegedly discovered that he had been defrauded; and 2) what amount, if any, Mr. Calmes received for executing the releases, as opposed to consideration received for other obligations Mr. Calmes assumed under the settlement package. **See, e.g., Chaput v. Unisys Corp.**, 964 F.2d 1299, 1302 (5th Cir. 1992).

Because we conclude that we have no jurisdiction over this appeal, the appeal is DISMISSED.