

UNITED STATES COURT OF APPEALS  
For the Fifth Circuit

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No. 96-41133  
Summary Calendar

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JOEY SCOTT,

Plaintiff,

versus

DELMAR OFFSHORE SERVICE, INC., Et al,

Defendants.

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DELMAR OPERATING, INC.

Third Party Plaintiff-Appellant,

versus

PRODUCERS ASSISTANCE CORPORATION,

Third Party Defendant - Appellee.

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Appeal from the United States District Court  
For the Southern District of Texas

(G-95-CV-283)

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April 18, 1997

Before WISDOM, JOLLY, and BENAVIDES, Circuit Judges.

PER CURIAM:\*

After de novo review, we hold that the district court properly determined that the Outer Continental Shelf Lands Act requires that Louisiana law be applied to the Master Servant Agreement.<sup>1</sup> Under Louisiana Law, the district court properly determined that the Master Servant Agreement "pertains to a well" under the Louisiana Oilfield Anti-Indemnity Act (LOAIA), and that the LOAIA voids the indemnification clause in the agreement.<sup>2</sup> Accordingly, the district court is AFFIRMED.

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\* The court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in Local Rule 47.5.4.

<sup>1</sup> See Union Texas Petroleum Corp. V. PLT Engineering, Inc., 895 F.2d 1043 (5th Cir.), *cert. denied*, 498 U.S. 848 (1990).

<sup>2</sup> See Transcontinental Gas Pipe Line Corp. v. Transportation Ins. Co., 953 F.2d 985 (5th Cir. 1992).