

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

United States Court of Appeals
Fifth Circuit

FILED

May 13, 2020

Lyle W. Cayce
Clerk

No. 18-50167

INTERNATIONAL CORRUGATED AND PACKING SUPPLIES,
INCORPORATED,

Plaintiff - Appellee

v.

LEAR CORPORATION; LEAR MEXICAN SEATING CORPORATION,
formerly known as Lear Trim, L.P.,

Defendants - Appellants

Appeal from the United States District Court
for the Western District of Texas
USDC No. 3:15-CV-405

Before JOLLY, DENNIS, and HIGGINSON, Circuit Judges.

PER CURIAM:*

On May 3, 2019, we issued a limited remand in this case for the district court to make findings as to whether, when, and under what terms the parties entered into the commercial relationship between them at issue in this case. *See Int'l Corrugated & Packing Supplies, Inc. v. Lear Corp.*, 771 F. App'x 545, 548 (5th Cir. 2019). The district court held a hearing wherein the parties

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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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

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presented witnesses' testimony and other evidence. Based on the evidence, the district court found that the parties did not reach an agreement upon Lear's proposed written contract. Accordingly, the court concluded that Intercorpac was not bound by the arbitration clause contained in that document. We see no error and therefore AFFIRM the district court's judgment for the reasons it assigned.