

United States Court of Appeals
for the Fifth Circuit

United States Court of Appeals
Fifth Circuit

FILED

September 18, 2026

Lyle W. Cayce
Clerk

No. 26-30189
Summary Calendar

LAFOURCHE PARISH,

Plaintiff—Appellee,

versus

INDIAN HARBOR INSURANCE COMPANY; QBE INSURANCE
COMPANY; STEADFAST INSURANCE COMPANY; GENERAL
SECURITY INDEMNITY COMPANY OF ARIZONA; UNITED
SPECIALTY INSURANCE COMPANY; LEXINGTON INSURANCE
COMPANY; SAFETY SPECIALTY INSURANCE COMPANY; OLD
REPUBLIC UNION INSURANCE COMPANY,

Defendants—Appellants,

LAFOURCHE PARISH,

Plaintiff—Appellee,

versus

HDI GLOBAL SPECIALTY SE,

Defendant—Appellant,

LAFOURCHE PARISH,

Plaintiff—Appellee,

versus

CERTAIN UNDERWRITERS AT LLOYD’S, LONDON,

Defendant—Appellant.

Appeal from the United States District Court
for the Eastern District of Louisiana
USDC Nos. 2:23-CV-3472, 2:23-CV-3475,
2:23-CV-3479

Before DAVIS, STEWART, and DUNCAN, *Circuit Judges*.

PER CURIAM:*

This appeal involves an insurance dispute that arose in the wake of Hurricane Ida. Plaintiff-Appellee Lafourche Parish filed separate state-court suits against its foreign and domestic insurers (collectively, the Insurers).¹ The Insurers removed the cases. Once removed, the district court consolidated the three actions, compelled arbitration, and stayed the litigation.

After the Louisiana Supreme Court issued its opinion in *Police Jury of Calcasieu Parish v. Indian Harbor Insurance Co.*² and this court decided *Town*

* This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.

¹ The Insurers are: Indian Harbor Insurance Co., QBE Specialty Insurance Co., Steadfast Insurance Co., General Security Indemnity Co. of Arizona, Safety Specialty Insurance Co., United Specialty Insurance Co., Lexington Insurance Co., Old Republic Union Insurance Co., HDI Global Specialty SE, and Certain Underwriters at Lloyd’s London, severally subscribing to certificate no. AMR-41329-06.

² *See Police Jury of Calcasieu Par. v. Indian Harbor Ins. Co.*, 2024-449 (La. 10/25/24), 395 So. 3d 717.

No. 26-30189

of *Vinton v. Indian Harbor Insurance Co.*,³ the Parish moved the district court to vacate its order compelling arbitration as to the domestic insurers. The district court granted the motion and returned to its active docket the Parish's claims against the domestic insurers only, while maintaining its prior order on arbitrability as to the foreign insurers.

The Insurers noticed this appeal to preserve for further review their arguments that *Town of Vinton* was wrongly decided. They acknowledge this panel cannot grant them relief under the rule of orderliness, which provides that “one panel of our court may not overturn another panel’s decision, absent an intervening change in the law, such as by a statutory amendment, or the Supreme Court, or our *en banc* court.”⁴

Because the Insurers’ arguments are foreclosed by *Town of Vinton*, we are bound to reject them. AFFIRMED.

³ See *Town of Vinton v. Indian Harbor Ins. Co.*, 161 F.4th 282 (5th Cir. 2025).

⁴ *Jacobs v. Nat’l Drug Intel. Ctr.*, 548 F.3d 375, 378 (5th Cir. 2008).