

United States Court of Appeals For the First Circuit

No. 05-2771

FRANCIS MARCOUX, ET AL.,
Plaintiffs,

MAC'S SHELL SERVICE, INC.; CYNTHIA KAROL; JOHN A. SULLIVAN;
AKMAL, INC.; SID PRASHAD; RAM CORPORATION, INC.;
J&M AVRAMIDIS, INC.; THREE K'S, INC.; STEPHEN PISARCZYK,
Plaintiffs-Appellees,

v.

SHELL OIL PRODUCTS COMPANY LLC; MOTIVA ENTERPRISES LLC;
SHELL OIL COMPANY, INC.
Defendants-Appellants.

ERRATA

The opinion of this Court issued on April 18, 2008 is amended as follows:

One page 5, line 18, replace "[Plaintiffs]" with "[P]laintiffs"

On page 8, footnote 2, line 8, replace "[reasonable]" with "[r]easonable"

On page 18, line 11, insert the text below as new footnote number 10 and renumber all subsequent footnotes accordingly.

We are not governed by state practice as to the division of labor between judge and jury, even in diversity cases, *see* Byrd v. Blue Ridge Rural Elec. Coop., 356 U.S. 525, 538 (1958), but in all events federal practice likewise lets judges determine whether an agreement is integrated, Merk v. Jewel Food Stores Div. of Jewel Cos., 945 F.2d 889, 893 (7th Cir. 1991) (applying federal common law of contracts and holding that "[w]hether a writing is fully integrated is generally a question of law to be resolved by a court")."