

UNITED STATES COURT OF APPEALS
for the Fifth Circuit

No. 93-7580
Summary Calendar

S.W. JORDAN and JORDAN ELECTRIC
COMPANY, INC.,

Plaintiffs-Appellants,

VERSUS

UNITED STATES FIDELITY &
GUARANTY COMPANY, ET AL.,

Defendants-Appellees.

Appeal from the United States District Court
for the Southern District of Mississippi
(CA-3:91-423(L)(C))

(February 4, 1994)

Before DAVIS, JONES and DUHÉ, Circuit Judges.

PER CURIAM:¹

Appellants, S.W. Jordan and Jordan Electric Company, Inc., appeal the dismissal of their action against their insurer, U.S.F. & G./F.G.I.C., for bad faith refusal to immediately assume the defense of Jordan Electric's customer, Georgia Pacific Paper Company. The district court granted U.S.F. & G./F.G.I.C.'s motion for summary judgment and after a meticulous review of the summary

¹ Local Rule 47.5 provides: "The publication of opinions that have no precedential value and merely decide particular cases on the basis of well-settled principles of law imposes needless expense on the public and burdens on the legal profession." Pursuant to that Rule, the Court has determined that this opinion should not be published.

judgment record concluded that the record did not demonstrate a bad faith refusal by U.S.F. & G. to immediately defend Georgia Pacific or settle Georgia Pacific's claim for indemnity against Jordan Electric. The district court further concluded that because U.S.F. & G./F.G.I.C. was entitled to decline an immediate defense to Georgia Pacific, the appellant could not recover for intentional interference with contractual relations. For essentially the same reason the district court also rejected the plaintiffs' claim for punitive damages. The court further concluded that any duty U.S.F. & G./F.G.I.C. had to defend was owed to Jordan Electric Company, Inc., rather than S.W. Jordan individually, and consequently S.W. Jordan individually was entitled to no recovery.

We have carefully reviewed the record and find that we agree with the district court's analysis and conclusions. Therefore, for reasons assigned in the district court's careful memorandum opinion and order of June 18, 1993, that court's judgment is affirmed.

AFFIRMED.