



Cent. Mut. Ins. Co. v. White Stone Props.

United States Court of Appeals for the Fifth Circuit

March 10, 2015, Filed

No. 14-50374

Reporter

596 Fed. Appx. 333 *; 2015 U.S. App. LEXIS 3729 **; 2015 WL 1020657

CENTRAL MUTUAL INSURANCE COMPANY, Plaintiff-Appellee, v. WHITE STONE PROPERTIES LTD., Defendant-Appellant.

Notice: PLEASE REFER TO *FEDERAL RULES OF APPELLATE PROCEDURE RULE 32.1* GOVERNING THE CITATION TO UNPUBLISHED OPINIONS.

Prior History: **[**1]** Appeal from the United States District Court for the Western District of Texas. USDC No. 1:12-CV-275.

[Cent. Mut. Ins. Co. v. White Stone Props., 2014 U.S. Dist. LEXIS 35797 \(W.D. Tex., Mar. 18, 2014\)](#)

Core Terms

district court, appeals, reasons

Counsel: For Central Mutual Insurance Company, Plaintiff - Appellee: Russell Joseph Bowman, Bowman & Stella, L.L.P., Irving, TX.

For White Stone Properties, Limited, Defendant - Appellant: Noel West Short, West Short & Associates, P.C., Georgetown, TX; Tracia Y. Lee, Austin, TX.

Judges: Before DENNIS, PRADO, and HIGGINSON, Circuit Judges.

Opinion

[*333] PER CURIAM:*

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 R. 47.5**, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in **5TH CIR.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

Following a bench trial, White Stone Properties Ltd. ("White Stone") appeals from a final judgment entered by the district court, holding that Central Mutual Insurance Company ("Central Mutual") owed no further payment to its insured, White Stone, under the terms of a replacement-cost coverage provision of an insurance policy ("the Policy"). White Stone also appeals from the district court's holding that White Stone "take nothing" on its counter claims against Central Mutual for (1) a declaratory judgment that Central Mutual owes payments to White Stone pursuant to the Policy; (2) breach **[**2]** of contract; (3) breach of the common law duty of good faith and fair dealing; and (4) violations of the Texas Insurance Code. A careful review of the record in this case, a full consideration of the parties' briefs and oral arguments, and a thorough analysis of the district court's articulate ruling lead us to conclude that the district court's judgment was correct. Because the district court opinion's careful analysis thoroughly explains its sound reasons and judgment, we need not engage in a redundant analysis simply to reach the same result. We therefore AFFIRM the district court's judgment for essentially the same reasons assigned by the district court.

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