IN THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT United States Court of Appeals Fifth Circuit

No. 11-30119

November 30, 2011

FILED

Lyle W. Cayce Clerk

ENTERGY LOUISIANA, L.L.C.,

Plaintiff-Appellee,

versus

WACKENHUT CORPORATION,

Defendant-Appellant.

Appeal from the United States District Court for the Eastern District of Louisiana USDC No. 2:09-CV-7367

Before SMITH, PRADO, and ELROD, Circuit Judges. PER CURIAM:^{*}

Entergy Louisiana, L.L.C. ("Entergy"), sued Wackenhut Corporation ("Wackenhut") for a declaratory judgment that Entergy was not required to

^{*} 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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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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indemnify Wackenhut for sums paid to settle a wage-and-hours dispute with the guards it employed to secure Entergy's power plant. The district court granted summary judgment to Entergy based on the contract and denied recovery under a theory of *quantum meruit*.

We have reviewed the briefs, the applicable law, and pertinent portions of the record and have heard the arguments of counsel. Essentially on the basis of the Order and Reasons entered by the district court to explain the summary judgment, that judgment is AFFIRMED.