

**IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT**

United States Court of Appeals
Fifth Circuit

F I L E D
July 1, 2010

No. 09-20789
Summary Calendar

Lyle W. Cayce
Clerk

AMERICAN STATES INSURANCE COMPANY;
AMERICAN ECONOMY INSURANCE COMPANY,

Plaintiffs-Appellees,

v.

MIRANDA & BOYAKI L.L.P.;
WALTER BOYAKI; RUBEN HERNANDEZ,

Defendants-Appellants.

Appeal from the United States District Court for the
Southern District of Texas, Houston
4:08-CV-2558

Before JOLLY, WIENER, and STEWART, Circuit Judges.

PER CURIAM:*

Defendants-Appellants Miranda & Boyaki L.L.P., Walter Boyaki, and Ruben Hernandez (collectively, the Insureds) appeal the district court's grant of summary judgment in favor of Plaintiffs-Appellees American States Insurance Company and American Economy Insurance Company (collectively, the Insurers) in their declaratory judgment action seeking a determination that

* 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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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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Insurers owe neither the duty to defend nor the duty to indemnify the Insureds in connection with underlying lawsuits brought against the Insureds by other attorneys-at-law and law firms. The Insurers assert that there exist no genuine issues of material fact regarding construction of the unambiguous terms of the primary and secondary insurance policies issued to the Insureds or regarding construction of the equally unambiguous allegations in the underlying lawsuit, as required by the so-called “Eight Corners Rule” under Texas law.

After reviewing the entire record on appeal, including the briefs of the parties and the patient and exhaustive application of the law to the issues presented by this case as set forth in the district court’s Memorandum Opinion and Order of October 6, 2009, we are convinced beyond cavil that the court’s grant of summary judgment in favor of the Insurers, declaring that they owe neither defense nor indemnity to the Insureds, was providently granted. For essentially the reasons extensively set forth by the district court in its said opinion, its final Judgment of December 1, 2009 is, in all respects,

AFFIRMED.