UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF MISSISSIPPI, ABERDEEN DIVISION

Christy Bounds v. Progressive Casualty Insurance Co.

Bounds v. Progressive Casualty Insurance Co., Civil Action No. 1:24-CV-87-SA-DAS (N.D. Miss. Feb. 23, 2026) · No. 1:24-CV-87-SA-DAS · Decided February 23, 2026

SUMMARY

The United States District Court for the Northern District of Mississippi considers Progressive Casualty Insurance Company's motion for summary judgment in Christy Bounds's action alleging tortious interference with contract, negligence, and gross negligence. Bounds claims that Progressive's investigation into insurance-policy classification and its communication of the investigation results to her employer caused her termination. The opinion addresses whether disputed evidence concerning Progressive's investigation, alleged misrepresentations, malice, causation, and privilege precludes summary judgment.

CASE DETAILS

COURT	United States District Court for the Northern District of Mississippi, Aberdeen Division
WRITING FOR THE COURT	Sharion Aycock
JURISDICTION	United States District Court for the Northern District of Mississippi, Aberdeen Division
DECIDED	February 23, 2026
DOCKET	1:24-CV-87-SA-DAS
DISPOSITION	other
PROCEDURAL POSTURE	Progressive removed Bounds's Mississippi state-court action to federal court on diversity grounds and moved for summary judgment on claims for tortious interference with contract, negligence, and gross negligence.
STANDARD OF REVIEW	Summary judgment is appropriate when the evidence reveals no genuine dispute regarding any material fact and the moving party is entitled to judgment as a matter of law. The evidence and reasonable inferences are viewed in the light most favorable to the nonmoving party, but conclusory allegations, speculation, and unsubstantiated assertions do not create a genuine issue for trial.

PRECEDENTIAL VALUE	unpublished district court order; persuasive authority only

TOPICS

intentional interference with contract · negligence · summary judgment · employment contracts · civil procedure

PRACTICE AREAS

torts · insurance · employment law · civil procedure

QUESTIONS PRESENTED

1. Whether genuine disputes of material fact precluded summary judgment on Bounds's tortious-interference-with-contract claim concerning her employment with Renasant.
2. Whether Progressive's alleged privilege arising from its contractual relationship with Renasant entitled it to summary judgment on the tortious-interference claim.
3. Whether Bounds's negligence claim was actually a time-barred defamation claim.
4. Whether Mississippi law recognized a duty requiring Progressive, as a third party, to act reasonably and prudently when investigating Bounds and communicating information about her to Renasant.
5. Whether summary judgment was warranted on Bounds's gross-negligence claim.
6. Whether Bounds abandoned her tortious-interference claim concerning her subsequent employment with the Ledkins Agency by failing to respond to Progressive's arguments.

HOLDINGS

1. Summary judgment was denied because competent evidence created genuine disputes concerning whether Progressive acted maliciously, whether its conduct caused Bounds's termination, and whether the conduct was privileged.
2. Progressive was not entitled to summary judgment based on privilege because the privilege does not apply if the interference was undertaken in bad faith, and fact questions remained concerning malicious conduct.
3. Summary judgment was granted because Bounds did not respond to Progressive's arguments regarding that theory and therefore abandoned the claim.
4. Bounds's negligence claim was not, on the allegations presented, merely a defamation claim subject to Mississippi's one-year limitations period; its substance sounded in negligence, so summary judgment on that limitations defense was denied.
5. Summary judgment was denied because Bounds presented sufficient evidence for a jury to find that Progressive owed and breached a duty to act reasonably and prudently when investigating her conduct and communicating the results to Renasant.

6. Summary judgment was denied on the gross-negligence claim because Progressive relied on the arguments rejected in the ordinary-negligence analysis and identified no specific evidence warranting dismissal.

KEY QUOTATIONS

> *"Summary judgment is warranted when the evidence reveals no genuine dispute regarding any material fact, and the moving party is entitled to judgment as a matter of law."*

> *"Taking all of the underlying facts into account, the Court agrees. Questions of fact remain as to whether Progressive's conduct was malicious."*

> *"Here, the substance of this claim sounds as one for negligence—not defamation."*

> *"Bounds will be permitted to proceed to trial."*

FACTUAL BACKGROUND

Bounds worked for Renasant Insurance, an independent insurance agency, from 2007 until Renasant terminated her employment on January 23, 2023. Progressive audited policies written through Renasant and concluded that numerous policies may have been improperly classified or otherwise reflected underwriting violations, then restricted Bounds's authority to write or bind new Progressive policies. Progressive presented its findings to Renasant management, after which Renasant terminated Bounds. Bounds contended that Progressive's investigation was flawed and that its presentation of inaccurate or misleading information caused her termination.

PROCEDURAL HISTORY

Bounds filed the action in the Circuit Court of Winston County, Mississippi, on April 8, 2024. Progressive removed the case based on diversity jurisdiction. The district court granted summary judgment only on the portion of the tortious-interference claim concerning alleged interference with Bounds's subsequent employment at the Ledkins Agency, denied summary judgment on the remaining claims and the remaining portion of the tortious-interference claim, and allowed the case to proceed to trial.

DISPOSITION

other

CASES CITED

- Nabors v. Malone, 2019 WL 2617240, at *1 (N.D. Miss. June 26, 2019)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322-24, 106 S. Ct. 2548, 91 L. Ed. 2d 265 (1986)
- Waste Management of Louisiana, LLC v. River Birch, Inc., 920 F.3d 958, 964 (5th Cir. 2019)
- Reingold v. Swiftships, Inc., 126 F.3d 645, 646 (5th Cir. 1997)
- TIG Insurance Co. v. Sedgewick James of Washington, 276 F.3d 754, 759 (5th Cir. 2002)
- Coleman & Coleman Enterprises, Inc. v. Waller Funeral Home, 106 So. 3d 309, 315-16 (Miss. 2012)

- Neider v. Franklin, 844 So. 2d 433, 437 (Miss. 2003)
- Pippen v. Tronox, LLC, 359 F. Supp. 3d 440, 443 (N.D. Miss. Jan. 14, 2019)
- Little v. Liquid Air Corp., 37 F.3d 1069, 1075 (5th Cir. 1994)
- Freeman v. Husman Oil International, Inc., 717 So. 2d 742, 744 (Miss. 1998)
- MBF Corp. v. Century Business Communications, Inc., 663 So. 2d 595, 598 (Miss. 1995)
- Guest-White v. Checker Leasing, Inc., 2016 WL 595407, at *5 (N.D. Miss. Feb. 11, 2016)
- Morrison v. Mississippi Enterprise for Technology, 798 So. 2d 567, 574-75 (Miss. Ct. App. 2001)
- Stephen v. Winston County, Mississippi, 2008 WL 4813829, at *8-9 (N.D. Miss. Nov. 4, 2008)
- Tubwell v. Specialized Loan Servicing, LLC, 2019 WL 1446362, at *3 (N.D. Miss. Mar. 29, 2012)
- Darling Ingredients Inc. v. Moore, 337 So. 3d 214, 216 (Miss. 2022)
- Dollar General Corp. v. Dobbs, 409 So. 3d 569, 571, 573-75 (Miss. 2025)
- Sanderson Farms, Inc. v. McCullough, 212 So. 3d 69, 71 (Miss. 2017)
- Brown v. Cooper Tire & Rubber Co., 2015 WL 4477564, at *1, *5-6 (N.D. Miss. July 22, 2015)
- McDonald v. Lemon-Mohler Insurance Agency, LLC, 183 So. 3d 118, 126 (Miss. Ct. App. 2015)