

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 16-2375

TODD A. BAIRD; DANA G. BAIRD,

Plaintiffs - Appellants,

v.

FEDERAL HOME LOAN MORTGAGE CORPORATION,

Defendant - Appellee.

Appeal from the United States District Court for the Western District of Virginia, at
Charlottesville. Glen E. Conrad, District Judge. (3:15-cv-00041-GEC)

Submitted: October 27, 2017

Decided: December 14, 2017

Before NIEMEYER, SHEDD, and DIAZ, Circuit Judges.

Affirmed by unpublished per curiam opinion.

Henry W. McLaughlin, III, LAW OFFICE OF HENRY MCLAUGHLIN, P.C.,
Richmond, Virginia, for Appellants. Andrew B. Pittman, Maryia Jones, Kendall A.
Hamilton, TROUTMAN SANDERS LLP, Virginia Beach, Virginia, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Todd and Dana Baird appeal the district court's order granting the Federal Home Loan Mortgage Corporation's motion to dismiss the Bairds' breach of contract claim. We have reviewed the record and agree with the district court that the Bairds failed to sufficiently allege the existence of a legally enforceable loan modification agreement. Accordingly, we affirm the district court's order. *See Baird v. Fed. Home Loan Mortg. Corp.*, No. 3:15-cv-00041-GEC (W.D. Va. Nov. 4, 2016); *see also Chang v. First Colonial Sav. Bank*, 410 S.E.2d 928, 930 (Va. 1991) ("Where the offer is clear, definite, and explicit, and leaves nothing open for negotiation, it constitutes an offer, acceptance of which will complete the contract." (internal quotation marks and brackets omitted)); *Berry v. Wortham*, 30 S.E. 443, 444 (Va. 1898) (holding that for a contract to "be complete and certain. . . ., all the terms which the parties have adopted as portions of their contract must be finally and definitely settled, and none must be left to be determined by future negotiations; and this is true without any regard to the comparative importance or unimportance of these several terms"). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

AFFIRMED