

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

No. 14-40417

United States Court of Appeals
Fifth Circuit

FILED

December 12, 2014

Lyle W. Cayce
Clerk

RICHARD POWELL; VICKIE POWELL,

Plaintiffs - Appellants

v.

BANK OF AMERICA, N.A., as Successor by merger to BAC Home Loans
Servicing, LP; UNKNOWN PARTIES,

Defendants - Appellees

Appeal from the United States District Court
for the Eastern District of Texas
USDC No. 4:12-CV-512

Before STEWART, Chief Judge, and BARKSDALE, and GRAVES, Circuit
Judges.

PER CURIAM:*

Bank of America, N.A., was awarded summary judgment on Vickie and
Richard Powell's breach of contract, Texas Finance Code, and negligent
misrepresentation claims. The Powells claim, *inter alia*, that they showed a
contract existed, in which Bank of America promised to modify their home loan

* Pursuant to 5th Cir. R. 47.5, the court has determined that this opinion should not
be published and is not precedent except under the limited circumstances set forth in 5th Cir.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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in return for the Powells' dismissal of their state-court action against it. Having reviewed the briefs, the record, and the applicable law, and essentially for the reasons stated by the district court, *Powell v. Bank of America, N.A.*, No. 4:12-CV-512, 2014 WL 229305 (E.D. Tex. 2014), the judgment is AFFIRMED.