

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

\_\_\_\_\_  
No. 15-20277  
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United States Court of Appeals  
Fifth Circuit

**FILED**

February 10, 2016

Lyle W. Cayce  
Clerk

TURNER INDUSTRIES GROUP, L.L.C.,

Plaintiff–Appellee,

v.

LOCAL 450, INTERNATIONAL UNION OF OPERATING ENGINEERS,

Defendant–Appellant.

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Appeal from the United States District Court  
for the Southern District of Texas  
USDC No. 4:13-CV-456  
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Before KING, JOLLY, and PRADO, Circuit Judges.

PER CURIAM:\*

Plaintiff–Appellee Turner Industries Group, L.L.C. (“Turner”) brought suit against Defendant–Appellant Local 450, International Union of Operating Engineers (“Local 450”) for breach of contract after Local 450 repudiated the parties’ collective bargaining agreement. Following a three-day bench trial, the district court entered findings of fact and conclusions of law holding that Local 450 had breached the agreement and was liable to Turner for the damages it

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\* 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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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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incurred as a result. On appeal, Local 450 challenges several of these findings and conclusions.

“In the appeal of a bench trial, we review findings of fact for clear error and conclusions of law and mixed questions of law and fact *de novo*.” *Dickerson v. Lexington Ins. Co.*, 556 F.3d 290, 294 (5th Cir. 2009) (footnotes omitted). Having carefully considered the parties’ arguments and the record, we find no error in the district court’s thorough findings of fact and conclusions of law. Accordingly, for the reasons provided by the district court, we affirm.