

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

\*

**KOLAWOLE LAW FIRM, LLC, *et al.*** \*

**Plaintiffs** \*

**v.** \* **CIVIL NO. JKB-17-1642**

**BANK OF AMERICA,** \*

**Defendant** \*

\* \* \* \* \* \* \* \* \* \* \* \*

**MEMORANDUM**

Now pending before the Court are the Defendant's motion to dismiss the complaint (the "First Motion") (ECF No. 15) and the Defendant's motion to dismiss the first amended complaint (the "Second Motion") (ECF No. 25). The Plaintiff has responded (ECF No. 26) and the Defendant has replied (ECF No. 28). For the reasons stated in open Court, and for the reasons stated in the Second Motion (ECF No. 25) and reply (ECF No. 28), the Second Motion (ECF No. 25) is GRANTED. The First Motion (ECF No. 15) is DENIED AS MOOT to the extent that the Complaint was superseded by the filing of the First Amended Complaint.

The Plaintiff never plausibly states a claim for breach of contract given the terms of the contract that he entered into, specifically the deposit account agreement. Significantly, as to his first claim, the Plaintiff does not dispute the terms of the operative contract. They are sweeping, leaving him with little recourse in the circumstances attendant to this case. As to his second claim, the Plaintiff never plausibly alleges that the bank *intentionally* interfered with any of his contractual relationships with his clients. While the Plaintiff's frustration with his banking relationship is somewhat understandable, his allegations ultimately suggest no more than

imperfect customer service, and they certainly do not plausibly allege a breach of contract or a tort.

DATED this 23<sup>rd</sup> day of August, 2017.

BY THE COURT:

/s/  
James K. Bredar  
United States District Judge