

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
EASTERN DIVISION
No. 4:15-CV-92-D

JOEL PATRICK CHRISTIAN, and)
SHERRIE LAVET CHRISTIAN,)
)
Plaintiffs,)
)
v.)
)
COUNTRYWIDE HOME LOANS, INC.,)
et al.,)
)
Defendants.)

ORDER

On July 9, 2015, defendants Countrywide Home Loans, Inc. (“Countrywide”) and The Bank of New York Mellon (“BNYM”) filed a motion to dismiss plaintiffs’ pro se complaint. See [D.E. 9]; Fed. R. Civ. P. 12(b)(1), 12(b)(6). On August 3, 2015, plaintiffs responded in opposition. See [D.E. 18].

Plaintiffs have failed to state a breach of contract claim. See, e.g., Anand v. Ocwen Loan Servicing, LLC, 754 F.3d 195, 199 (4th Cir. 2014); Ward v. Sec. Atl. Mortg. Elec. Registration Sys., Inc., 858 F. Supp. 2d 561, 568 (E.D.N.C. 2012). Likewise, plaintiffs have failed to state a slander-of-title claim. See, e.g., Broughton v. McClatchy Newspapers, Inc., 161 N.C. App. 20, 30–31, 588 S.E. 2d 20, 28–29 (2003). Thus, the court grants defendants’ motion to dismiss for failure to state a claim upon which relief can be granted. See, e.g., Ashcroft v. Iqbal, 556 U.S. 662, 677–78 (2009); Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555–63, 570 (2007). Likewise, the court denies plaintiffs’ motion for a temporary restraining order [D.E. 16]. See, e.g., Winter v. Natural Res. Def. Council, Inc., 555 U.S. 7, 20 (2008); Dewhurst v. Century Aluminum Co., 649 F.3d 287, 290 (4th

Cir. 2011); Newton v. Nationstar Mortg. LLC, No. 7:15-CV-16-D, 2015 WL 3413256, at *5-6 (E.D.N.C. May 26, 2015) (unpublished).

In sum, the court GRANTS defendants' motion to dismiss [D.E. 9], DISMISSES the complaint without prejudice, and DENIES plaintiffs' motion for a temporary restraining order [D.E. 16].

SO ORDERED. This 18 day of August 2015.



JAMES C. DEVER III
Chief United States District Judge