

UNITED STATES COURT OF APPEALS
For the Fifth Circuit

No. 02-10268
Summary Calendar

DANIEL EUGENE WILLIS; DANIEL'S CONTRACT SERVICES, INC., a Texas for
Profit Corporation,

Plaintiffs-Appellants,

VERSUS

KERR-MCGEE OIL AND GAS CORPORATION; KERR-MCGEE CORPORATION; JOHN
O'NEAL; KERR-MCGEE OIL & GAS OFFSHORE, LLC,

Defendants-Appellees.

Appeal from the United States District Court
For the Northern District of Texas, Abilene Division

(1:01-CV-57)

October 29, 2002

Before BARKSDALE, DeMOSS, and BENAVIDES, Circuit Judges.

PER CURIAM:*

In April of 2001, Daniel Eugene Willis, individually, and
Daniel's Contract Services, Inc., a Texas Corporation of which
Daniel Eugene Willis was an officer and shareholder, (hereinafter

*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opinion should not be published and is not precedent except under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.

jointly referred to as Plaintiffs) filed suit in the State District Court of Stephens County, Texas, against Kerr-McGee Oil and Gas Corporation, Kerr-McGee Corporation, Kerr-McGee Oil & Gas Offshore, LLC, and John O'Neal (hereinafter jointly referred to as Defendants) asserting claims under Title VII of the Civil Rights Act of 1964. Plaintiffs asserted that Defendants engaged in unlawful employment practices against Plaintiffs because of Plaintiffs' race and color. Plaintiffs also asserted claims for willful breach of contract in connection with a master service agreement between Defendants and Daniel's Contract Services, Inc. Defendants removed the suit to the U.S. District Court for the Northern District of Texas pursuant to the provisions of 28 U.S.C. § 1331 and 28 U.S.C. § 1441(b); and, six months later filed a motion for summary judgment. The federal district court granted such motion for summary judgment and Plaintiffs appeal.

We have carefully reviewed the briefs, the record excerpts, and relevant portions of the record itself. For the reasons stated by the district judge in his order filed January 24, 2002, we AFFIRM the final judgment, that Plaintiffs take nothing against Defendants.

AFFIRMED