

**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

RICHARD POWELL; VICKIE POWELL,

Plaintiffs - Appellants

Lyle W. Cayce  
Clerk

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\* Pursuant to 5th Cir. R. 47.5, the court has determined that this opinion should not  
be published and is not precedent except under the limited circumstances set forth in 5th Cir.  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.

No. 14-40417

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.