

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

No. 18-10096

United States Court of Appeals
Fifth Circuit

FILED

January 10, 2019

Lyle W. Cayce
Clerk

FIDELITY FUNDING BUSINESS CREDIT LIMITED,
Doing Business as USA Funding Limited,

Plaintiff–Appellee,

versus

REPUBLIC BUSINESS CREDIT, L.L.C.,
Doing Business as EB Finance,

Defendant–Appellant.

Appeal from the United States District Court
for the Northern District of Texas
No. 3:16-CV-2492

Before SMITH, DUNCAN, and ENGELHARDT, Circuit Judges.

PER CURIAM:*

Fidelity Funding Business Credit Limited sued Republic Business Credit, L.L.C., for breach of contract, claiming that Republic had assumed the

* 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 R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR.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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obligation of Greystone Commercial Services LP to pay commissions on factored accounts that Greystone had bought from Fidelity. In the alternative, Fidelity averred that it was a third-party beneficiary of the contract between Greystone and Republic.

In a thorough order entered October 30, 2017, the district court granted Fidelity's motion for summary judgment and denied Republic's, reasoning that Republic had expressly assumed the obligation to pay the commissions. The court explained that "[t]he plain language of the Republic-Greystone Contract indicates that Republic explicitly assumed Graystone's duty to pay commissions even when viewing it in a light most favorable to Republic. . . . Exhibit H [of the Republic-Greystone Contract] includes the obligation to pay a twenty percent commission to Fidelity for the factored accounts Republic purchased from Greystone."

We have reviewed the briefs, pertinent parts of the record, and the applicable law and have heard the arguments of counsel. The judgment is AFFIRMED, essentially for the reasons convincingly presented by the district court.