

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 07-1158

NEW YORK MARINE & GENERAL INSURANCE COMPANY, a
New York corporation,

Plaintiff - Appellee,

versus

JAMES BECKER,

Defendant - Appellant,

and

BECK ELECTRIC COMPANY, INCORPORATED,

Defendant.

Appeal from the United States District Court for the Western
District of North Carolina, at Charlotte. Carl Horn, III, Chief
Magistrate Judge. (3:05-cv-00373)

Submitted: August 29, 2007

Decided: November 19, 2007

Before TRAXLER, GREGORY, and SHEDD, Circuit Judges.

Affirmed by unpublished per curiam opinion.

James Becker, Appellant Pro Se. Brenda Krebs Orrison, James
Alexander Porter, PORTER & ORRISON, LLP., Atlanta, Georgia, for
Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

James E. Becker, president of Beck Electric Co., Inc.,¹ appeals the magistrate judge's² order granting in part and denying in part plaintiff's motion for summary judgment on plaintiff's claim for breach of an indemnity agreement, denying plaintiff's motion to strike Becker's affidavit submitted in opposition to the motion for summary judgment, denying Becker's "Motion for Judicial Notice of Adjudicative Facts," and awarding plaintiff attorneys' fees. We have reviewed the record and find no reversible error. Accordingly, we affirm for the reasons stated by the magistrate judge. See New York Marine & Gen. Ins. Co. v. Becker, No. 3:05-cv-00373 (W.D.N.C. Jan. 16, 2007). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not aid the decisional process.

AFFIRMED

¹Although plaintiff also brought suit against Beck Electric and Frances and Rachel Loth, a default judgment was entered against the Loths in May 2006, and Beck Electric was dismissed as a party to the appeal in May 2007.

²The parties consented to the magistrate judge's jurisdiction pursuant to 28 U.S.C. § 636(c) (2000).