

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 21-1336

BIOVENTUS LLC,

Plaintiff - Appellee,

v.

TRIDENT CONSULTING INTERNATIONAL INC.,

Defendant - Appellant.

Appeal from the United States District Court for the Middle District of North Carolina, at Greensboro. Catherine C. Eagles, District Judge. (1:18-cv-00815-CCE-LPA)

Submitted: June 15, 2022

Decided: July 12, 2022

Before MOTZ, KING, and RUSHING, Circuit Judges.

Affirmed by unpublished per curiam opinion.

ON BRIEF: Melanie B. Dubis, Jonathan E. Hall, Scott E. Bayzle, PARKER, POE, ADAMS & BERNSTEIN, LLP, Raleigh, North Carolina, for Appellant. Gregory J. Hauck, TROUTMAN PEPPER HAMILTON SANDERS LLP, Philadelphia, Pennsylvania, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Trident Consulting International Inc., appeals from the district court's orders entering judgment after a bench trial in favor of Bioventus LLC for breach of contract and awarding \$736,544 in damages, directing the payment of pre- and post-judgment interest, and denying its Fed. R. Civ. P. 59(e) motion to alter or amend judgment.* We have reviewed the record and find no reversible error in the district court's determination that Bioventus was entitled to recover \$736,544 as a refund under section 2.5 of the parties' consulting services agreement and reject as without merit Trident's appellate arguments that the district court violated applicable New York state law and used the wrong formula to compute the refund. *See Foodbuy, LLC v. Gregory Packaging, Inc.*, 987 F.3d 102, 118 (4th Cir. 2021) (stating standard of review); *Glob. Reinsurance Corp. of Am. v. Century Indem. Co.*, 22 F.4th 83, 94-95 (2d Cir. 2021) (setting forth principles of contract interpretation under New York law); *Lockheed Martin Corp. v. Retail Holdings, N.V.*, 639 F.3d 63, 69 (2d Cir. 2011) (same). We also conclude that the district court did not abuse its discretion in denying Trident's Rule 59(e) motion. *See Mayfield v. Nat'l Ass'n for Stock Car Auto Racing, Inc.*, 674 F.3d 369, 378 (4th Cir. 2012) (stating standard of review).

* We conclude after review of the record in light of *Affinity Living Grp., LLC v. StarStone Specialty Ins. Co.*, 959 F.3d 634, 639 (4th Cir. 2020), *Bing v. Brivo Sys., LLC*, 959 F.3d 605, 610-12, 614-15 (4th Cir. 2020), and *Porter v. Zook*, 803 F.3d 694, 696-97, 699 (4th Cir. 2015), that we have jurisdiction in this appeal.

We therefore affirm the district court's orders. *Bioventus LLC v. Trident Consulting Int'l Inc.*, No. 1:18-cv-00815-CCE-LPA (M.D.N.C. Oct. 20 & Dec. 23, 2020; Feb. 26, 2021). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

AFFIRMED