

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 07-1215

GENERALI-US BRANCH,

Plaintiff - Appellant,

v.

AMERICAN SOUTHERN INSURANCE COMPANY; CERTAIN UNDERWRITERS AT
LLOYD'S LONDON; NORTHFIELD INSURANCE COMPANY; COLONY INSURANCE
COMPANY,

Defendants - Appellees,

and

COASTAL EXTERIORS, INCORPORATED; AGEE-MCCOY, INCORPORATED,

Defendants.

Appeal from the United States District Court for the District of
South Carolina, at Columbia. Matthew J. Perry, Jr., Senior
District Judge. (3:03-cv-04057-MJP)

Submitted: December 10, 2007

Decided: March 17, 2008

Before MICHAEL, TRAXLER, and DUNCAN, Circuit Judges.

Affirmed by unpublished per curiam opinion.

John R. Murphy, Adam J. Neil, MURPHY GRANTLAND, P.A., Columbia, South Carolina, for Appellant. Stephen L. Brown, Russell G. Hines, YOUNG CLEMENT RIVERS, LLP, Charleston, South Carolina; Steven E. Farrar, Thomas M. Larkin, LEATHERWOOD, WALKER, TODD & MANN, P.C., Greenville, South Carolina; Robert M. Darroch, Constance B. Woods, GOODMAN, MCGUFFEY, LINDSEY & JOHNSON, LLP, Atlanta, Georgia; Thomas F. Dougall, LAW OFFICE OF THOMAS DOUGALL, Elgin, South Carolina; Philip E. Reeves, GALLIVAN, WHITE & BOYD, P.A., Greenville, South Carolina, for Appellees.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Generali Insurance Company appeals from the district court's order granting partial summary judgment to Defendants. The district court concluded that the Defendant insurance companies were not responsible for reimbursing Generali for its defense of Agee-McCoy, Inc., in the various suits brought against Agee-McCoy. The court concluded that Agee-McCoy was never an insured under any of the Defendants' insurance policies and that, even if their insured (Coastal Exteriors) assumed the liabilities of Agee-McCoy, the policies would not provide coverage for such liabilities. The court then certified its order for appeal under Fed. R. Civ. P. 54(b).

On appeal, Generali addresses the district court's ruling with the following conclusory statement: "Respondents are obligated, by the terms of their respective policies, to pay all sums that Coastal Exteriors becomes obligated to pay as damages." Because Generali provides no argument in favor of this assertion, we find the issue to be abandoned. See Williams v. Giant Food Inc., 370 F.3d 423, 430 n.4 (4th Cir. 2004). The argument presented by Generali in its reply brief comes too late. See Cavallo v. Star Enter., 100 F.3d 1150, 1152 n.2 (4th Cir. 1996). Accordingly, since Generali has abandoned any claim that the district court erred in concluding that the Defendants' policies did not cover the liabilities at issue, we affirm the judgment of

the district court. 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