

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

JUN 15 2015

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

VIERRAMOORE, INC., a California
corporation,

Plaintiff-counter-defendant -
Appellant,

v.

CONTINENTAL CASUALTY
COMPANY, an Illinois corporation,

Defendant-counter-claimant -
Appellee.

No. 13-15981

D.C. No. 2:12-cv-01926-MCE-
EFB

MEMORANDUM*

Appeal from the United States District Court
for the Eastern District of California
Morrison C. England, Jr., Chief District Judge, Presiding

Submitted June 11, 2015**
San Francisco, California

Before: SILVERMAN, GOULD, and HURWITZ, Circuit Judges.

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

** The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

VierraMoore, Inc., appeals the district court's grant of summary judgment in favor of Continental Casualty Company in VierraMoore's diversity action alleging that the insurance company breached its duty to defend and indemnify as required in the professional liability policy it issued to VierraMoore. VierraMoore also alleges that Continental Casualty acted in bad faith. We have jurisdiction pursuant to 28 U.S.C. § 1291 and affirm.

We agree with the district court that the bond exclusion, which excluded coverage of any claim "based upon, directly or indirectly arising out of, or in any way involving the failure to effect or maintain any insurance or bond," is broad, unambiguous, and enforceable. All of the claims asserted against VierraMoore in the underlying action arose out of VierraMoore's failure to ensure that surety bonds remained effective until construction was complete. Because of the bond exclusion, there was no potential for coverage under the professional liability policy, and the insurance company had no duty to defend or to indemnify. The district court properly granted summary judgment on all of VierraMoore's claims in favor of Continental Casualty. *Manzarek v. St. Paul Fire & Marine Ins. Co.*, 519 F.3d 1025, 1034 (9th Cir. 2008).

AFFIRMED.