

MAR 17 2009

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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

SEDGWICK CLAIMS MANAGEMENT  
SERVICES, INC., an Illinois corporation  
a.k.a. Sedgwick CMS,

Plaintiff-counter-defendant-  
Appellee,

v.

BARRETT BUSINESS SERVICES, INC.,  
an Oregon corporation,

Defendant-counter-claimant-  
Appellant.

No. 07-35945

D.C. No. CV-05-01035-HA

MEMORANDUM\*

Appeal from the United States District Court  
for the District of Oregon  
Ancer L. Haggerty, District Judge, Presiding

Argued and Submitted March 4, 2009  
Portland, Oregon

Before: GRABER, FISHER and M. SMITH, Circuit Judges.

Barrett Business Services, Inc. (“Barrett”) appeals the district court’s grant  
of summary judgment in favor of Sedgwick Claims Management Services, Inc.

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

(“Sedgwick”) in this diversity action arising from a contract dispute. We have jurisdiction under 28 U.S.C. § 1291 and affirm.

The district court correctly ruled that the contract unambiguously required Barrett to defend and indemnify Sedgwick for Sedgwick’s conduct administering workers’ compensation claims “on behalf of” Barrett. The district court’s construction of the contract is consistent with the plain meaning of “on behalf of,” Barrett has identified no authority supporting its proffered alternate construction of that phrase to mean “at the specific direction of,” and the indemnification provision conveys the parties’ intent that Barrett defend Sedgwick “unless or until a finding is entered to the effect that [Sedgwick] failed to exercise . . . reasonable care.” No such finding had been entered when Sedgwick tendered its defense, so Barrett was obligated to defend Sedgwick under the contract’s plain terms.

**AFFIRMED.**