

OCT 26 2010

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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

COLUMBIA HELICOPTERS, INC., an
Oregon corporation,

Plaintiff - Appellee,

v.

CARSON HELICOPTERS, INC., a
Pennsylvania corporation, FKA Carson
Services, Inc.,

Defendant - Appellant.

No. 09-36071

D.C. No. 6:08-cv-06415-AA

MEMORANDUM*

Appeal from the United States District Court
for the District of Oregon
Ann L. Aiken, Chief District Judge, Presiding

Argued and Submitted October 7, 2010
Portland, Oregon

Before: TASHIMA, PAEZ and CLIFTON, Circuit Judges.

Carson Helicopters, Inc. appeals the district court's partial summary
judgment in favor of Columbia Helicopters, Inc. We agree with the district court

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

that Carson is obligated under the indemnities clause to defend Columbia against lawsuits arising out of the 2008 helicopter crash. Accordingly, we affirm.

Oregon law relating to contract interpretation provides that “where there are several provisions or particulars, such construction is, if possible, to be adopted as will give effect to all,” and that a court may not “omit what has been inserted.” Or. Rev. Stat. § 42.230; see *Industra/Matrix Joint Venture v. Pope & Talbot, Inc.*, 341 Ore. 321, 335 (2006). The word “defend” has a plain meaning distinct from “indemnify” and clearly indicates that Carson is obligated to provide Columbia with a defense of the claims arising out of the crash, because those claims meet the monetary threshold amounts set forth in the clause. To conclude otherwise would read the word “defend” out of the clause.

AFFIRMED.