

JUN 25 2013

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

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

JAMES JARDINE,	)	No. 11-17574
)	
Plaintiff – Appellant,	)	D.C. No. 3:10-cv-03318-SC
	)	3:10-cv-03319-SC
v.	)	3:10-cv-03335-SC
	)	3:10-cv-03336-SC

MARYLAND CASUALTY)	
COMPANY; ONEBEACON	)	MEMORANDUM*
INSURANCE COMPANY;)	
EMPLOYERS FIRE INSURANCE)	
COMPANY,)	
)	
Defendants – Appellees.)	

JAMES JARDINE,	)	No. 12-15157
)	
Plaintiff – Appellant,	)	D.C. No. 3:10-cv-03335-SC
	)	3:10-cv-03318-SC
v.	)	3:10-cv-03319-SC
	)	3:10-cv-33336-SC

MARYLAND CASUALTY)
COMPANY; ONEBEACON)
INSURANCE COMPANY;)
EMPLOYERS FIRE INSURANCE)
COMPANY,)
)
Defendants – Appellees.)

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

Appeal from the United States District Court
for the Northern District of California
Samuel Conti, Senior District Judge, Presiding

Argued and Submitted June 10, 2013
San Francisco, California

Before: RIPPLE,^{**} FERNANDEZ, and CALLAHAN, Circuit Judges.

James Jardine appeals the district court's grant of summary judgment to Maryland Casualty Company (Maryland) and Employers Fire Insurance Company (Employers) on Jardine's claims against them arising out of damage to the south wall of his building due to an improper plastering job and arising out of damage caused by a small fire in the building. We affirm.

(1) Jardine asserts that the district court erred when it held that the deterioration exclusion in the Maryland policy precluded coverage of his claim regarding the south wall damage,¹ and that Maryland was not precluded from so arguing.² He also asserts that the district court erred when it determined that he was not entitled to more than he had already been paid for the fire loss and any of

^{**}The Honorable Kenneth F. Ripple, Senior United States Circuit Judge for the Seventh Circuit, sitting by designation.

¹Jardine v. Maryland Cas. Co., 823 F. Supp. 2d 955, 960–61 (N.D. Cal. 2011).

²Id. at 962.

its consequences.³ We do not agree. Rather, after careful review, we do agree with the district court's thoroughly reasoned analysis of the record and of California law. We, therefore, affirm for the reasons set forth in the district court's order regarding Maryland.

(2) Jardine then asserts that the district court erred when it held that the deterioration exclusion in the Employers policy precluded his first party claim regarding south wall damage,⁴ and that the south wall damage was manifest before the Employers policy was obtained, which precluded his third party claim.⁵ He also asserts that the district court erred when it determined that he was not entitled to more than he had already been paid for the fire damage and any of its consequences.⁶ Again, we do not agree. Rather, after careful review, we do agree with the district court's thoroughly reasoned analysis of the record and of California law. We, therefore, affirm for the reasons set forth in the district court's order regarding Employers.

AFFIRMED.

³Id. at 962–66.

⁴Jardine v. Employers Fire Ins. Co., Nos. 10-3335 SC, 10-3336 SC (N.D. Cal. Dec. 27, 2011), Order Granting Defendant's Motion for Summary Judgment at 20– 21.

⁵Id. at 22–25.

⁶Id. at 9–19.