NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

MAY 30 2014

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

STATE FARM FIRE AND CASUALTY COMPANY, Plaintiff - Appellee, v. STUART HOUSEL SMITH, Defendant - Appellant, and JUSTIN BISCHOF, Defendant.	No. 12-35676 D.C. No. 3:11-cv-00079-RRB MEMORANDUM[*]

Appeal from the United States District Court
for the District of Alaska
Ralph R. Beistline, Chief Judge, Presiding

Submitted May 13, 2014[**]

Before: CLIFTON, BEA, and WATFORD, Circuit Judges.

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[*] 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).

Stuart Housel Smith appeals pro se from the district court's summary judgment against him in plaintiff State Farm Fire and Casualty Company's diversity action seeking a declaratory judgment in connection with an insurance dispute. We have jurisdiction under 28 U.S.C. § 1291. We review de novo, *Doe v. Abbott Labs.*, 571 F.3d 930, 933 (9th Cir. 2009), and we affirm.

The district court properly granted summary judgment because under the plain language of the homeowners policy, the punching incident was not a covered "occurrence," and Smith's injuries were "expected or intended" by Bischof. *See Allstate Ins. Co. v. Campbell*, 942 N.E.2d 1090, 1097-98 (Ohio 2010) (in the insurance context, doctrine of inferred intent applies where an "intentional act and the harm are intrinsically tied so that the act necessarily resulted in the harm"); *Erie Ins. Co. v. Stalder*, 682 N.E.2d 712, 715 (Ohio Ct. App. 1996) (no covered "occurrence" where insured had acted in self-defense and intentionally punched a third party in the face); *see also Randolf v. Grange Mut. Cas. Co.*, 385 N.E.2d 1305, 1307 (Ohio 1979) ("[T]he word 'occurrence,' defined as 'an accident,' was intended to mean just that [–] an unexpected, unforeseeable event.").

We reject as unsupported Smith's contention that the district court mistakenly applied Ohio law and an objective intent standard.

AFFIRMED.