FILED

**NOT FOR PUBLICATION**

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

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| WESTERN WORLD INSURANCE COMPANY, | No. 08-16462 |
| Plaintiff - Appellant, | D.C. No. 1:05-cv-00742-DAE-LEK |
| v. | |
| COUNTY OF HAWAII, | MEMORANDUM * |
| Defendant - Appellee. | |

Appeal from the United States District Court
for the District of Hawaii
David A. Ezra, District Judge, Presiding

Argued and Submitted October 15, 2009
Honolulu, Hawaii

Before: BEEZER, GRABER, and FISHER, Circuit Judges.

    Insurer Western World Insurance Company ("Western World") appeals

from the district court's grant of summary judgment in favor of the County of

Hawaii on the issue of Western World's duty to defend the County of Hawaii in

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    * This disposition is not appropriate for publication and is not precedent
except as provided by Ninth Circuit Rule 36-3.

two pending state court suits.  We review de novo the district court's grant of

summary judgment.  *Burlington Ins. Co. v. Oceanic Design & Constr., Inc.*, 383

F.3d 940, 944 (9th Cir. 2004).  We have jurisdiction under 28 U.S.C. § 1291.  We

affirm the district court's declaratory judgment.

The facts of this case are known to the parties and are not repeated here.

The district court correctly determined that Western World has a duty to

defend the County of Hawaii in the pending state court suits.  So long as "the

pleadings have alleged claims for relief which fall within the terms for coverage,"

there is a duty to defend whenever there is the mere possibility that coverage

exists.  *Hawaiian Holiday Macadamia Nut Co. v. Indus. Indem. Co.*, 872 P.2d 230,

233 (Haw. 1994).  The policy covers the off-duty actions of the County of

Hawaii's emergency personnel, as well as the post-mortem handling of human

bodies and resulting emotional distress damages.  There is at least a possibility that

some of these covered claims may not be subject to administrative exhaustion

requirements under section 671-12 of the Hawaii Revised Statutes.  Western World

has a duty to defend.

**AFFIRMED.**