NOT FOR PUBLICATION

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U.S. COURT OF APPEALS

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

USA EQUESTRIAN TRUST, INC., Plaintiff - Appellant, v. OLD REPUBLIC INSURANCE COMPANY; DOES, 1 through 50, inclusive, Defendants - Appellees.	No. 25-1697 D.C. No. 2:24-cv-07661-AH-SK MEMORANDUM*

Appeal from the United States District Court
for the Central District of California
Anne Hwang, District Judge, Presiding

Argued and Submitted June 9, 2026
Pasadena, California

Before: BYBEE and COLLINS, Circuit Judges, and CURIEL, Senior District Judge. **

USA Equestrian Trust, Inc. ("Trust") argues that Old Republic Insurance Company ("Old Republic") has a duty to defend an action brought after a claims-

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

** The Honorable Gonzalo P. Curiel, United States Senior District Judge for the Southern District of California, sitting by designation.

made policy's coverage and reporting periods had passed because the underlying suit relates back to prior actions brought within the coverage period. Weighing cross motions for summary judgment, the district court granted Old Republic's motion. We have jurisdiction under 28 U.S.C. § 1291, and we affirm.

We review "cross-motions for summary judgment" de novo, *Blue Lake Rancheria v. United States*, 653 F.3d 1112, 1115 (9th Cir. 2011), treating "the evidence in the light most favorable to the non-moving party [as to] whether there are any genuine issues of material fact and whether the district court correctly applied the relevant substantive law." *Wallis v. Princess Cruises, Inc.*, 306 F.3d 827, 832 (9th Cir. 2002). Our de novo review includes determinations regarding the "meaning and construction" of language in an insurance policy. *Blue Ridge Ins. Co. v. Stanewich*, 142 F.3d 1145, 1147 (9th Cir. 1998).

Under California law, the "arising out of" language that appears in the single claim provision at issue does "not import any particular standard of causation or theory of liability" but instead "connotes only a minimal causal connection or incidental relationship." *Acceptance Ins. Co. v. Syufy Enters.*, 69 Cal. App. 4th 321, 328 (1999). But even a single claim provision with "arising out of" language has its limits. To determine whether numerous underlying actions constitute one claim under the policy, implicating a duty to defend, we ask whether the overlaps between cases, even if "logical[ly]" connected in a general sense, are so "attenuated or unusual" that treating them as a single claim would not represent "objectively reasonable" expectations. *Bay Cities Paving & Grading, Inc. v. Lawyers' Mut. Ins. Co.*, 5 Cal. 4th 854, 873 (1993); *see also Friedman Prof. Mgmt. Co. v. Norcal Mut. Ins. Co.*, 120 Cal. App. 4th 17, 21–22 (2004).

Here, material similarities between the underlying Bearden case and the prior cases concerning alleged conduct by Morris and Williams consist of the Trust's alleged failure to enact policies to protect minors from sexual assault. But the mere absence of general organizational policies that may have prevented these different plaintiffs' alleged harms—harms which involved different alleged actors acting at different times and in different locations—is too attenuated an overlap to reasonably construe the Bearden, Morris, and Williams actions as the same claim under the policy. The Bearden case cannot relate back to the prior suits, which Old Republic covered because they were brought within the policy period.

The Trust also argues that it presented facts "extrinsic to the complaint" that would implicate Old Republic's duty to defend the Bearden action, but the facts it identifies do not "reveal a possibility" of coverage under the policy. *Montrose Chem. Corp. v. Superior Ct.*, 6 Cal. 4th 287, 295 (1993) (citation omitted).

Neither did the Trust provide timely notice of circumstances. To do so adequately under the policy, it must specify the "dates, persons, and entities involved." Although the Trust furnished Old Republic with the Morris and

Williams complaints within the coverage period, doing so cannot meet the policy's specification requirements as to the Bearden suit. *See Homestead Ins. Co. v. Am. Empire Surplus Lines Ins. Co.*, 44 Cal. App. 4th 1297, 1305–06 (1996); *see also KPFF, Inc. v. California Union Ins. Co.*, 56 Cal. App. 4th 963, 973 (1997).

The Trust's additional argument that it should not pay another retention for the Bearden action is mooted by the fact that it is not entitled to coverage. And its remaining causes of action fail because each is predicated on the breach of contract claim. There can be no bad faith tied to a breach because there is no breach at all, no unfair competition because there is no unfairness, and no need for a distinct declaratory judgment that identifies the parties' rights and duties because the court's construction of the contract establishes a conclusive resolution to this dispute.

AFFIRMED.