

88 Fed.Appx. 197, 2004 WL 300453 (C.A.9 (Cal.))
 (Not Selected for publication in the Federal Reporter)
 (Cite as: 88 Fed.Appx. 197, 2004 WL 300453 (C.A.9 (Cal.)))



This case was not selected for publication in the Federal Reporter.

Not for Publication in West's Federal Reporter See Fed. Rule of Appellate Procedure 32.1 generally governing citation of judicial decisions issued on or after Jan. 1, 2007. See also Ninth Circuit Rule 36-3. (Find CTA9 Rule 36-3)

United States Court of Appeals,
 Ninth Circuit.

Norman J. GOLDBERG, an individual, Plaintiff-Appellant,
 v.

STATE FARM FIRE AND CASUALTY COMPANY, an Illinois Mutual Company, Defendant-Appellee.

No. 02-57067.
 D.C. No. CV-01-11193-EFS.
 Submitted Feb. 5, 2004.^{FN*}

FN* This panel unanimously finds this case suitable for decision without oral argument. See Fed. R.App. P. 34(a)(2).

Decided Feb. 17, 2004.

Appeal from the United States District Court for the Central District of California; Edward F. Shea, District Judge, Presiding.

Richard I. Fine, Law Offices of Richard I. Fine and Associates, Beverly Hills, CA, for Plaintiff-Appellant.

James R. Robie, Robie & Matthai, Los Angeles, CA, Howard O. Boltz, Jr., Bryan Cave LLP, Santa Monica, CA, Pamela E. Dunn, Daniel J. Koes, Dunn Koes LLP, Pasadena, CA, for Defendants-Appellees.

Before KOZINSKI, O'SCANNLAIN, and SILVERMAN, Circuit Judges.

MEMORANDUM^{FN**}

FN** This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as may be provided by Ninth Circuit Rule 36-3.

****1** The policy terms governing appraisal in Goldberg's earthquake insurance contract with State Farm are "substantially equivalent," Cal. Ins.Code § 2070, to ***198**California Insurance Code § 2071, which requires that any dispute over the calculation of losses be settled by appraisal. See *Cnty. Assisting Recovery v. Aegis Sec. Ins. Co.*, 92 Cal.App.4th 886, 893, 112 Cal.Rptr.2d 304 (Cal.Ct.App.2001). None of the linguistic differences between the relevant provisions of Goldberg's State Farm policy and § 2071 meaningfully distinguishes them. See *Louise Gardens v. Truck Ins. Exch., Inc.*, 82 Cal.App.4th 648, 652 n. 3, 98 Cal.Rptr.2d 378 (Cal.Ct.App.2000). Because Goldberg failed to get an appraisal, as required, his claim against State Farm fails.

AFFIRMED.

C.A.9 (Cal.),2004.
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