

MAY 05 2009

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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

ROBIN M. HEINE,

Plaintiff - Appellee,

v.

SAGEBRUSH SOLUTIONS, INC., a  
foreign corporation,

Defendant - Appellant.

No. 07-16629

D.C. No. CV-06-00865-JAT

MEMORANDUM\*

Appeal from the United States District Court  
for the District of Arizona  
James A. Teilborg, District Judge, Presiding

Submitted March 13, 2009\*\*  
San Francisco, California

Before: NOONAN, CALLAHAN and BEA, Circuit Judges.

In its July 20, 2005, judgment the Arizona state court clearly and unambiguously preserved the parties' "right to all claims and defenses as to any breach of contract arising after April 22, 2005, the final date of the trial of this

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

matter.” Therefore, the district court was correct to find that Robin Heine’s (“Heine”) suit was not barred by the doctrine of res judicata. *See In re The General Adjudication of All Rights to Use Water in the Gila River System and Source*, 127 P.3d 882, 891 (Ariz. 2006) (noting the “well-recognized right of the parties and the courts to limit the preclusive effect of their judgments”).

Sagebrush Solutions, Inc.’s contention that Heine is not entitled to treble damages under Ariz. Rev. Stat. Ann. § 23-360 (2009) is without merit. The damages awarded by the Arizona state court were equal to the bonus owed to Heine, and thus the court’s judgment constituted an order to pay wages.

Accordingly, we **AFFIRM**.