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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

RON STROLBERG; et al.,

Plaintiffs - Appellants,

v.

UNITED STATES MARSHALS  
SERVICE, an agency of the United States  
of America; et al.,

Defendants - Appellees.

No. 08-35622

D.C. No. 1:03-CV-00004-DOC

MEMORANDUM\*

Appeal from the United States District Court  
for the District of Idaho  
David O. Carter, District Judge, Presiding

Argued and Submitted August 5, 2009  
Seattle, Washington

Before: PREGERSON, NOONAN and M. SMITH, Circuit Judges.

Plaintiffs-Appellants Ron Strolberg, Charles Hawkins, and others

(Appellants) appeal the district court's grant of summary judgment in favor of the  
United States Marshals Service (USMS) and other federal agencies and officials in

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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 one remaining claim in Appellants' action, which alleges that their medical disqualifications from Court Security Officer (CSO) positions violated the Due Process Clause. We have jurisdiction under 28 U.S.C. § 1291, and we affirm. Because the parties are familiar with the facts, we do not supply them here except as necessary to explain our decision.

There is a constitutionally protected property interest in continued employment when an employee may only be discharged for cause, but when an "employee serves at will, he or she has no reasonable expectation of continued employment, and thus no property right." *Dyack v. N. Mariana Islands*, 317 F.3d 1030, 1033 (9th Cir. 2003). In this case, the collective bargaining agreement governing Appellants' employment states that "no Employee shall be dismissed or suspended without just cause, *unless the company is directed by the U.S. government to remove the Employee from working under the Employer's contract with the U.S. government, or if the Employee's credentials are denied or terminated by the U.S.M.S. . . .*" (emphasis added). This provision creates a hybrid employment contract, with both at-will and for-cause portions. *See Fed. Deposit Ins. Corp. v. Henderson*, 940 F.2d 465, 476 (9th Cir. 1991).

Appellants in this case were terminated after they were medically disqualified. Therefore, the at-will provision of the contract governs their

termination because “the Employee’s credentials [were] denied or terminated by the U.S.M.S.” Since their termination was governed by the at-will provision, Appellants had no constitutionally protected property interest, and we affirm the district court.

**AFFIRMED.**