

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Marshall v. Alameda Contra Costa Transit District

No. 24-cv-00996-JST (N.D. Cal. Apr. 7, 2025) · No. 24-cv-00996-JST · Decided April 7, 2025

SUMMARY

The United States District Court for the Northern District of California ruled on a union defendant's motion for reconsideration and the plaintiff's motion for leave to further amend the complaint. The court dismissed the breach-of-contract claim against the union with leave to amend, concluding that it was subsumed by the plaintiff's state-law duty-of-fair-representation claim. The court permitted amendments concerning alleged 2024 conduct and the addition of Michael Hursh, but denied leave to add claims concerning the 2021 events and to add Latrina Meredith as a defendant.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Jon S. Tigar
JURISDICTION	United States District Court for the Northern District of California
DECIDED	April 7, 2025
DOCKET	24-cv-00996-JST
DISPOSITION	other
PROCEDURAL POSTURE	Order resolving the union defendant's motion for reconsideration of an interlocutory order and the plaintiff's motion for leave to further amend the complaint.
STANDARD OF REVIEW	Reconsideration of an interlocutory order is discretionary under Federal Rule of Civil Procedure 54(b) and governed in this district by Civil Local Rule 7-9. Leave to amend under Federal Rule of Civil Procedure 15(a)(2) is generally freely granted, subject to bad faith, undue delay, prejudice, futility, and prior amendment.
PRECEDENTIAL VALUE	Unknown
PARTIES	Danny Marshall v. Alameda Contra Costa Transit District, Amalgamated Transit Union, Local 192, Robert Coleman

TOPICS

motion for reconsideration

motion to amend

civil procedure

labor law

breach of contract

PRACTICE AREAS

civil procedure

labor law

employment law

contracts

civil rights

QUESTIONS PRESENTED

1. Whether reconsideration was warranted because the court had failed to consider authority indicating that Marshall's breach-of-contract claim against the union was substantively a breach-of-duty-of-fair-representation claim.
2. Whether Marshall should receive leave to amend to add claims based on the 2021 events despite having previously abandoned age-discrimination theories.
3. Whether Marshall should be permitted to add Latrina Meredith as a defendant.
4. Whether Marshall should be permitted to add Michael Hursh and claims concerning the alleged 2024 denial of the Mentor Coordinator position.

HOLDINGS

1. Marshall's breach-of-contract claim against ATU Local 192 was, in substance or gravamen, a claim for breach of the union's duty of fair representation and therefore was not an independent ordinary contract claim.
2. The court granted ATU Local 192's motion for reconsideration because the prior order had failed to consider dispositive authority presented in the motion-to-dismiss briefing.
3. The court denied leave to amend to add new claims based on the same 2021 events because of undue delay and prejudice, including Marshall's prior abandonment of his age-discrimination theories.
4. The court denied leave to add Latrina Meredith as a defendant because union officers and employees are not individually liable to third parties for acts performed as union representatives in the collective-bargaining process, making the amendment futile.
5. The court granted leave to add Michael Hursh as a defendant and to assert claims and allegations concerning the alleged 2024 denial of the Mentor Coordinator position, subject to the requirement that Marshall plead facts supporting his claims.

KEY QUOTATIONS

“Accordingly, Marshall does not state a breach of contract claim independent of his claim for breach of the duty of fair representation.” (Discussion § IV.A)

“Within 21 days from this order, Marshall may file an amended complaint consistent with this order.” (Conclusion)

FACTUAL BACKGROUND

Danny Marshall alleged that AC Transit removed him from his Mentor Coordinator position and replaced him with a less qualified, less senior female colleague. He alleged that the demotion violated the collective bargaining agreement between AC Transit and Amalgamated Transit Union, Local 192, and that the union failed to represent him in good faith. He later sought to add allegations concerning a 2024 denial of the Mentor Coordinator position, new discrimination and retaliation claims, and additional defendants.

PROCEDURAL HISTORY

Marshall initially filed the action in Alameda Superior Court in April 2023 and filed successive amended complaints. Defendants removed the action based on federal claims. The court previously dismissed Marshall's duty-of-fair-representation claim without leave to amend and dismissed his breach-of-contract claim with leave to amend. The court granted in part the union's motion for reconsideration, dismissed the breach-of-contract claim with leave to amend, and granted in part Marshall's motion for leave to file a further amended complaint.

DISPOSITION

other

CASES CITED

- In re Agricultural Research & Technology Group, Inc., 916 F.2d 528, 533 (9th Cir. 1990)
- Maynard v. United Services Automobile Association Federal Savings Bank, No. 21-CV-04519-JSW, 2022 WL 4126272, at *4 (N.D. Cal. Sept. 9, 2022)
- In re Western States Wholesale Natural Gas Antitrust Litigation, 715 F.3d 716, 738 (9th Cir. 2013)
- Griggs v. Pace American Group, Inc., 170 F.3d 877, 880 (9th Cir. 1999)
- Sonoma County Association of Retired Employees v. Sonoma County, 708 F.3d 1109, 1117 (9th Cir. 2013)
- Foman v. Davis, 371 U.S. 178, 182 (1962)
- Taylor v. Amalgamated Transit Union Local 192, No. RG12657954, 2013 WL 12165541 (Cal. Super. Sept. 5, 2013)
- Rodriguez v. Southern California District Council of Laborers, 160 Cal. App. 3d 956, 958 (1984)
- Giffin v. United Transportation Union, 190 Cal. App. 3d 1359, 1361-67 (1987)
- Hussey v. Operating Engineers Local Union No. 3, 35 Cal. App. 4th 1213 (1995)
- Lerma v. United Transportation Union
- Peterson v. Kennedy, 771 F.2d 1244, 1256 (9th Cir. 1985)
- Owens v. Kaiser Foundation Health Plan, Inc., 244 F.3d 708, 712 (9th Cir. 2001)