

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Swanson v. TR Mission Management LLC

Swanson · No. 25-cv-02994-SI · Decided June 6, 2025

OPINION

Swanson v. 1 Hotel SF, L.L.C.

PER CURIAM.

1 2 3

4 UNITED STATES DISTRICT COURT

5 NORTHERN DISTRICT OF CALIFORNIA

6 7 SARA SWANSON, Case No. 25-cv-02994-SI 8 Plaintiff,

ORDER DENYING PLAINTIFF'S

9 v. MOTION TO REMAND

10 TR MISSION MANAGEMENT LLC, Re: Dkt. No. 13

11 Defendant. 12

13 Plaintiff Sara Swanson's motion for remand was scheduled for a hearing on June 6, 2025. 14
Pursuant to Civil Local Rule 7-1(b), the Court determined that the matter is appropriate for 15
resolution without oral argument, and VACATED the hearing. For the reasons set forth below, the
16 Court DENIES the motion. 17

18 BACKGROUND

19 Plaintiff Sara Swanson filed this lawsuit in San Francisco County Superior Court against her
20 employer, TR Mission Management LLC ("TR Mission"), alleging that TR Mission
discriminated 21 against her and retaliated against her on account of her disability. Swanson has
worked as a hotel 22 restaurant server, and she is a member of a union governed by a collective
bargaining agreement 23 ("CBA"). Swanson claims that when she transitioned from working in
the restaurant to the banquet 24 department, she exercised her rights under the CBA to preserve in
perpetuity the seniority she had 25 earned in the restaurant ("frozen seniority"), and that the frozen
seniority provided her with certain 26 protections, including being able to "bump" employees with
lesser seniority from restaurant shifts 27 that she wanted to work. Compl. ¶¶ 43-45. Swanson
wanted to be able to continue working some 1 the banquet department employees. Id. ¶¶ 50-52. 2
In September 2023, Swanson requested and was provided a reasonable accommodation that 3
allowed her to work in the smallest indoor section of the restaurant when she "bumped" other 4
employees pursuant to her frozen seniority. Id. ¶¶ 53, 59. However, in February 2024, a new 5
manager revoked this accommodation, and in March 2024, hotel management informed Swanson
6 that it had "discovered the CBA is not being followed correctly in relation to using seniority to

bump 7 shifts. Effective 3/2/2024, . . . you will no longer be able to use your Restaurant Seniority to bump 8 a less senior Restaurant Server unless you've been laid off for at least 30 days as outlined in the 9 Redbook Section 5.1(a)." Id. ¶¶ 70, 87. Swanson claims that Section 5.1(a) of the CBA "was not 10 relevant to the present situation," and that instead the applicable clause is found in Section 5(e) of 11 the CBA, which relates to frozen seniority. Id. ¶¶ 88, 90. 12 Swanson contacted her union representative, and "[t]he dispute on the interpretation of this 13 one aspect of the CBA went to mediation on 3/21/2024." Id. ¶ 96.1 Swanson claims that she has 14 been "denied her rights under the CBA" and that "[d]efendants have attempted to evade the 15 protections provided to disabled workers, but the change in its interpretation of a single clause of 16 the CBA was a mere pretext for its underlying illegal denial of Swanson's reasonable 17 accommodation, in violation of public policy and the law." Id. ¶¶ 74, 100. 18 The complaint alleges seven causes of action under California law, including disability 19 discrimination and harassment, retaliation, and failure to accommodate a disability. TR Mission 20 removed this case to this Court on the basis of federal preemption under Section 301 of the Labor 21 Management Relations Act ("LMRA"), 29 U.S.C. § 185(a). Swanson moves to remand this case to 22 state court. 23

24 LEGAL STANDARD

25 "Only . . . actions that originally could have been filed in federal court may be removed to 26
27 1 The parties' papers do not state what happened at the mediation. The Court directs the 1 federal court by the defendant." *Caterpillar Inc. v. Williams*, 482 U.S. 386, 392 (1987). The bases 2 for federal subject matter jurisdiction are (1) federal question jurisdiction under 28 U.S.C. § 1331 3 and (2) diversity of citizenship jurisdiction under 28 U.S.C. § 1332. "The presence or absence of 4 federal question jurisdiction is governed by the 'well-pleaded complaint rule,' which provides that 5 federal jurisdiction exists only when a federal question is presented on the face of the plaintiff's 6 properly pleaded complaint." Id. An "independent corollary" to the well-pleaded complaint rule is 7 the "complete pre-emption doctrine." Id. at 393. Under that doctrine, "the pre-emptive force of a 8 statute is so 'extraordinary' that it 'converts an ordinary state common-law complaint into one 9 stating a federal claim for purposes of the well-pleaded complaint rule.'" Id. (quoting *Metropolitan 10 Life Insurance Co. v. Taylor*, 481 U.S. 58, 65 (1987)). "Once an area of state law has been 11 completely pre-empted, any claim purportedly based on that pre-empted state law is considered, 12 from its inception, a federal claim, and therefore arises under federal law." Id. "The complete pre- 13 emption corollary to the well-pleaded complaint rule is applied primarily in cases raising claims 14 pre-empted by § 301 of the LMRA." Id. 2 If a state law cause of action is preempted by the LMRA, 15 removal is proper. See *Jackson v. Southern Cal. Gas. Co.*, 881 F.2d 638, 646 (9th Cir. 1989) 16 (holding removal of case from state court was proper where some but not all causes of action were 17 preempted by the LMRA). 18 A motion to remand is the proper procedure for challenging removal. The party who invoked 19 the federal court's removal jurisdiction has the burden of establishing federal jurisdiction. See 20 *Emrich v.*

Touche Ross & Co., 846 F.2d 1190, 1195 (9th Cir. 1988) (citing *Wilson v. Republic Iron 21 & Steel Co.*, 257 U.S. 92, 97 (1921)). 22

23 DISCUSSION

24 “A state law claim is not preempted under § 301 unless it necessarily requires the court to 25
26

2 Section 301 provides: “Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this chapter, 27 or between any such labor organizations, may be brought in any district court of the United States 1 interpret an existing provision of a CBA that can reasonably be said to be relevant to the resolution 2 of the dispute.” *Cramer v. Consol. Freightways Inc.*, 255 F.3d 683, 693 (9th Cir. 2001); see also 3 *Audette v. Int’l Longshoremen’s and Warehousemen’s Union*, 195 F.3d 1107, 1112-13 (9th Cir. 4 1999) (holding state law retaliation/discrimination claim was preempted where female employees 5 claimed employer “used a change in the Voluntary Travel provision of the CBA as a ‘ruse’ to oppose 6 registration” of employees for certain positions because resolving claim would require interpreting 7 CBA and did “not involve a free-standing claim of discrimination”). 8 Swanson contends that her claims can be resolved “without deciding the merits of the CBA 9 reinterpretation by the Defendant or interpreting the CBA in any way” and that “[w]e are simply 10 seeking to look at how everyone acted.” Motion at 6-7. Swanson argues that her claims are based 11 on state law, not the CBA, and will require an examination of defendant’s actions and motivations, 12 not interpretation of the CBA. 13 TR Mission contends that removal was proper because the key disputes of Swanson’s case 14 require interpretation and analysis of whether the seniority and bumping provisions of the CBA 15 were properly applied. 16 The Court concludes that at a minimum, Swanson’s claim for retaliation requires 17 interpretation of the CBA and is therefore preempted by Section 301 of the LMRA.³ Under that 18 cause of action, Swanson alleges that after she complained about the revocation of her 19 accommodation, “Defendants reinterpreted a single clause of the CBA which resulted in her being 20 prevented from working in the restaurant at all” and that “Defendants’ reinterpretation of that single 21 clause of the CBA was in a manner that conflicted with its prior longstanding practices, conflicted 22 with the union’s interpretation of the CBA, [and] conflicted with the interpretation used by all other 23 union hotels in San Francisco.” Compl. ¶¶ 143-44. She also alleges that TR Mission “re- 24 interpret[ed] the CBA as pretext to protect themselves from the disability discrimination.” Id. ¶ 146. 25 In order to resolve the retaliation cause of action, the Court would be required to determine, inter 26 27 3 The Court need not determine at this time which causes of action are preempted by the 1 alia, whose interpretation of the CBA was correct. See *Audette*, 195 F.3d at 1112-13. Because the 2 || retaliation claim is preempted by the LMRA, removal was proper. 3

4 CONCLUSION

5 For the reasons set forth above, defendant’s removal of this case was proper and therefore 6 the Court DENIES Swanson’s motion to remand. 7 8 IT IS SO ORDERED. 9 10 Dated: June 6, 2025

SUSAN ILLSTON

11 United States District Judge 12 15 16 = 17 Z 18 19 20 21 22 23 24 25 26 27 28

Retrieved from lawtools.ai · <https://lawtools.ai/cases/federal/united-states-district-court-for-the-northern-district-of-ca/2025/swanson-v-tr-mission-management-llc-v9v4qz40>