

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK

Golden v. Verizon New York, Inc.

No. 24-CV-6864 (JMA) (LGD), United States District Court for the Eastern District of New York (January 23, 2026)

SUMMARY

The Eastern District of New York granted Verizon New York, Inc.’s Rule 12(b)(6) motion to dismiss Timothy J. Golden’s breach-of-contract claims arising from alleged violations of collective bargaining agreements concerning disability accommodation. The court held that the claims were preempted by Section 301 of the Labor Management Relations Act and barred by res judicata based on Golden’s prior federal action. The court also concluded that any claim under Section 503 of the Rehabilitation Act would fail because Section 503 provides no private right of action, and dismissed the action with prejudice.

CASE DETAILS

COURT	United States District Court for the Eastern District of New York
WRITING FOR THE COURT	Joan M. Azrack
JURISDICTION	United States District Court for the Eastern District of New York
DECIDED	January 23, 2026
DOCKET	24-CV-6864 (JMA) (LGD)
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff brought state-law breach-of-contract claims concerning alleged violations of collective bargaining agreements. Defendant removed the action under 28 U.S.C. § 1441(a) and moved to dismiss under Federal Rule of Civil Procedure 12(b)(6).
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and determines whether the complaint states a claim that is plausible on its face. The court may consider the complaint, documents attached to or incorporated in it, and materials subject to judicial notice, including public records relevant to a res judicata defense.
PRECEDENTIAL VALUE	unpublished district court memorandum and order

PARTIES

Timothy J. Golden v. Verizon New York, Inc.

TOPICS

motions to dismiss

res judicata

civil procedure

breach of contract

ada / disability

PRACTICE AREAS

civil procedure

labor law

employment law

civil rights

disability discrimination

contracts

QUESTIONS PRESENTED

1. Whether Golden's breach-of-contract claims based on alleged violations of collective bargaining agreements were preempted by § 301 of the Labor Management Relations Act.
2. Whether res judicata barred the claims because they arose from the same nucleus of operative fact as Golden's prior federal action, which had been dismissed as time-barred.
3. Whether Golden could maintain an independent private claim under § 503 of the Rehabilitation Act.
4. Whether the complaint should be dismissed with prejudice under Rule 12(b)(6).

HOLDINGS

1. Golden's breach-of-contract claims were fully preempted by § 301 of the Labor Management Relations Act because resolving whether Verizon breached the collective bargaining agreements required interpretation of those agreements.
2. Res judicata barred Golden's claims because the prior action was adjudicated on the merits, involved the same parties, and arose from the same nucleus of operative fact as the present action.
3. Golden could not maintain an independent claim under § 503 of the Rehabilitation Act because § 503 does not provide a private right of action.

KEY QUOTATIONS

“Section 301 ‘preempts claims that are ‘inextricably intertwined with consideration of the terms of [a] labor contract.’” (5)

“The doctrine of res judicata, or claim preclusion, bars re-litigation of a claim if “(1) the previous action involved an adjudication on the merits; (2) the previous action involved the plaintiffs or those in privity with them; [and] (3) the claims asserted in the subsequent action were, or could have been, raised in the prior action.” (7)

“Moreover, merely relabeling legal claims under an ostensibly novel cause of action cannot overcome res judicata preclusion.” (9)

“To the extent Golden is attempting to raise an independent claim under Section 503, such a claim would fail because there is no private right of action under Section 503.” (10)

FACTUAL BACKGROUND

Golden worked as a Verizon field technician from 1990 until 2018, when he retired after suffering workplace injuries that resulted in back, neck, and shoulder conditions. He repeatedly sought a return to work with restrictions or reassignment to a position that did not require heavy lifting, but Verizon allegedly denied or failed to provide the requested accommodation. Golden's complaint alleged that Verizon breached collective bargaining agreements with his union by failing to transfer him to another position. The claims arose from the same accommodation-related events that formed the basis of his earlier federal action.

PROCEDURAL HISTORY

Golden previously sued Verizon in the Southern District of New York asserting ADA and New York State Human Rights Law failure-to-accommodate claims. The prior federal action was dismissed as time-barred, and the court later denied leave to amend and closed the case. Golden then filed this action in New York State Supreme Court, Nassau County, asserting breach-of-contract claims based on the same alleged failure to accommodate; Verizon removed the case and moved to dismiss. The court granted the motion and dismissed the action with prejudice.

DISPOSITION

dismissed

CASES CITED

- Mosaic Health, Inc. v. Sanofi-Aventis U.S., LLC, 156 F.4th 68, 75 (2d Cir. 2025)
- McBride v. N.Y.C. Human Resources Administration, No. 07-CV-2624, 2007 WL 2907321, at *1 (E.D.N.Y. Oct. 3, 2007)
- Golden v. Verizon New York Inc., No. 22-CV-5757, 2024 WL 664781, at *3-4, *6-7 (E.D.N.Y. Feb. 16, 2024)
- Twombly v. Bell Atlantic Corp., 550 U.S. 544, 570 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Harris v. Mills, 572 F.3d 66, 72 (2d Cir. 2009)
- Haines v. Kerner, 404 U.S. 519, 520 (1972) (per curiam)
- Boddie v. Schnieder, 105 F.3d 857, 860 (2d Cir. 1997)
- United States v. Akinrosotu, 637 F.3d 165, 167 (2d Cir. 2011) (per curiam)
- TechnoMarine SA v. Giftports, Inc., 758 F.3d 493, 498-99 (2d Cir. 2014)
- Pani v. Empire Blue Cross Blue Shield, 152 F.3d 67, 75 (2d Cir. 1998)
- Wall v. Construction & General Laborers' Union, Local 230, 224 F.3d 168, 178 (2d Cir. 2000)
- Allis-Chalmers Corp. v. Lueck, 471 U.S. 202, 213, 220 (1985)
- Caterpillar Inc. v. Williams, 482 U.S. 386, 394 (1987)
- Lingle v. Norge Division of Magic Chef, Inc., 486 U.S. 399, 407 (1988)
- Whitehurst v. 1199SEIU United Healthcare Workers East, 928 F.3d 201, 207 (2d Cir. 2019)
- Lane v. 1199 SEIU Healthcare Workers Labor Union, 694 F. App'x 819, 821 (2d Cir. 2017)
- Doyle v. United Airlines, Inc., 914 F. Supp. 2d 325, 331, 337 (E.D.N.Y. 2012)

- *Cummings v. City of New York*, 302 F. Supp. 3d 511, 529 (S.D.N.Y. 2017)
- *Sullivan v. Gelb*, 735 F. Supp. 3d 282, 301 (S.D.N.Y. 2024)
- *Greco v. Communications Workers of America, Local 1104*, 824 F. Supp. 2d 351, 356 (E.D.N.Y. 2011)
- *Ignacuinos v. Boehringer Ingelheim Pharmaceuticals, Inc.*, 8 F.4th 98, 105 (2d Cir. 2021)
- *DelCostello v. International Brotherhood of Teamsters*, 462 U.S. 151, 165 (1983)
- *Corley v. Farrell*, 833 F. App'x 908, 909 (2d Cir. 2021)
- *Zappin v. Doyle*, 756 F. App'x 110, 111 (2d Cir. 2019)
- *Monahan v. N.Y.C. Department of Correction*, 214 F.3d 275, 285 (2d Cir. 2000)
- *Gutierrez Perez v. Garland*, No. 20-CV-2222, 2022 WL 16826725, at *2 (2d Cir. Nov. 9, 2022)
- *Channer v. Department of Homeland Security*, 527 F.3d 275, 280 (2d Cir. 2008)
- *Pike v. Freeman*, 266 F.3d 78, 91 (2d Cir. 2001)
- *Vargas v. Capital One Financial Advisors*, 559 F. App'x 22, 27 (2d Cir. 2014)
- *In re Teltronics Services, Inc.*, 762 F.2d 185, 193 (2d Cir. 1985)
- *Interoceanica*, 107 F.3d 86, 90 (2d Cir. 1997)
- *Wilson v. City of New York*, No. 04-CV-1906, 2005 WL 2387585, at *3 (E.D.N.Y. Sept. 28, 2005)
- *Davis v. United Air Lines, Inc.*, 662 F.2d 120, 127 (2d Cir. 1981)
- *Burke v. Niagara Mohawk Power Corp.*, 142 F. App'x 527, 528 (2d Cir. 2005)