UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

JOHNATHAN WILLIAMSON,

Plaintiff,

v.

CHINA BASIN BALLPARK COMPANY LLC,

Defendant.

Case No. 20-cv-08056-SBA

ORDER GRANTING PLAINTIFF'S MOTION TO REMAND

Re: Dkt. No. 21

Plaintiff Johnathan Williamson ("Williamson"), a former professional baseball player who played for the San Francisco Giants (the "Giants"), filed this premises liability and negligence action in state court against Defendant China Basin Ballpark Company LLC ("CBBC"), the owner and operator of Oracle Park (formerly AT&T Park; hereinafter the "Park"), after he was seriously injured during a baseball game. CBBC removed to this Court, alleging federal question jurisdiction under 28 U.S.C. § 1331 on the ground that Williamson's claims are completely preempted by § 301 of the Labor Management Relations Act ("LMRA"), 29 U.S.C. § 185. Williamson moves to remand. Having read and considered the papers filed in connection with this matter and being fully informed, the Court hereby GRANTS Williamson's motion. The Court, in its discretion, finds this matter suitable for resolution without oral argument. See Fed. R. Civ. P. 78(b); N.D. Cal. Civ. L.R. 7-1(b).

I. BACKGROUND

A. FACTUAL ALLEGATIONS[1]

On April 24, 2018, Williamson, then a player for the Giants, was seriously injured when he crashed over an on-field bullpen mound and collided headfirst with the left field line wall while

[1] Only those factual allegations necessary for resolution of the instant motion are recited.

running to catch a fly ball at the Park. Compl. ¶¶ 1, 24, Dkt. No. 1-1. The following day, Williamson felt dizzy, disoriented, and nauseous. Id. ¶ 26. The Giants put him through a concussion protocol, which he failed, and he was placed on a 7-day concussion injured list. Id. Williamson was later diagnosed with post-concussion syndrome. Id. ¶ 27. He alleges that the concussion caused a steep decline in his performance level and effectively ended his Major League Baseball ("MLB") career. Id. ¶ 28.

Williamson seeks to recover damages for his injuries from CBBC. At all relevant times, CBBC owned, operated, controlled, possessed, leased, managed, maintained, and was involved in the design of, the Park. Id. ¶ 8. Williamson alleges that, in designing the Park, CBBC decided to include on-field bullpens for baseball games, despite knowing that they create an unreasonable risk of harm. Id. ¶¶ 13-15. He further alleges that CBBC was put on notice of the safety hazard presented by on-field bullpen mounds by various incidents that occurred between 2014 and 2017. Id. ¶ 19. CBBC failed to eliminate the on-field bullpens or take any steps to minimize the risk of injury posed thereby. Id. ¶ 20.

Although not alleged in the Complaint, Williamson, at the time of his injury, was a member of the MLB Players Association ("MLBPA"), which is a labor organization within the meaning of 28 U.S.C. § 185. Notice of Removal ¶ 2, Dkt. No. 1. A collective bargaining agreement existed between the MLBPA and the MLB Clubs, including the Giants (the "Basic Agreement"). Id.; see Tovar Decl. ¶ 7, Ex. A ("BA"), Dkt. No. 25-1. The Basic Agreement contains provisions related to working conditions generally and field safety specifically. Notice of Removal ¶ 2. It also sets forth procedures for players' claims related to on-field injuries and disputes with their Clubs. Id.

Although CBBC is not a party to the Basic Agreement, it nonetheless argues that the Basic Agreement is implicated here because of an overlap in ownership between CBBC and the Giants Club. The owners of the Giants hold their interests in a corporate entity known as San Francisco Baseball Associates LLC ("SFBA"). Tovar Decl. ¶ 3. SFBA wholly owns an entity known as San Francisco Giants Baseball Club LLC ("SFGBC"). Id. ¶ 4. The day-to-day business of the Giants' baseball team is organized under SFGBC. Id. SFBA is also the majority owner of CBBC. Id. ¶ 5.

Grand Slam Baseball, LP, also a member of SFBA, owns a nominal stake in CBBC. Id. CBBC holds the lease for the land upon which the Park is located and owns the ballpark building. Id. SFBA, SFGBC, and CBBC maintain their principal place of business at the same San Francisco address. Id. ¶ 6.

B. PROCEDURAL HISTORY

On November 10, 2020, Williamson filed suit against CBBC in San Francisco Superior Court, alleging causes of action for premises liability and negligence under California law. Dkt. 1-1. Thereafter, CBBC removed the action to this Court based on diversity and federal question jurisdiction. Dkt. 1. Regarding federal question jurisdiction, CBBC alleges that Williamson's claims are completely preempted by § 301 of the LMRA. Williamson filed a Motion to Remand on December 15. Dkt. No. 21. CBBC filed an Opposition, Dkt. No. 25, and Williamson filed a Reply, Dkt. No. 26. In its opposition brief, CBBC withdraws its contention that the Court has diversity jurisdiction. See Opp'n at 15. Accordingly, all that remains is its contention that the Court has federal question jurisdiction under the LMRA.

II. LEGAL STANDARD

A. REMAND

A defendant may remove to federal court any civil action over which the court has original jurisdiction. 28 U.S.C. § 1441(a). The basic statutory grants of original jurisdiction are found in 28 U.S.C. §§ 1331 and 1332, which provide for federal question and diversity jurisdiction, respectively. See Arbaugh v. Y&H Corp., 546 U.S. 500, 513 (2006). "A motion to remand is the proper procedure for challenging removal." Moore-Thomas v. Alaska Airlines, Inc., 553 F.3d 1241, 1244 (9th Cir. 2009). An action must be remanded "if at any time before final judgment it appears that the district court lacks subject matter jurisdiction." 28 U.S.C. § 1447(c). The Ninth Circuit strictly construes the removal statute against removal jurisdiction. Luther v. Countrywide Home Loans Servicing, LP, 533 F.3d 1031, 1034 (9th Cir. 2008). "Th[is] presumption against removal means that the defendant always has the burden of establishing that removal is proper." Moore-Thomas, 553 F.3d at 1244. As such, any doubts regarding the propriety of the removal favor remanding the case. See Gaus v. Miles, Inc., 980 F.2d 564, 566 (9th Cir. 1992).

B. LMRA PREEMPTION

The Court has federal question jurisdiction over civil actions arising under federal law. 28 U.S.C. § 1331. "The presence or absence of federal-question jurisdiction is governed by the 'well-pleaded complaint rule,' which provides that federal jurisdiction exists only when a federal question is presented on the face of the plaintiff's properly pleaded complaint." Caterpillar, Inc. v. Williams, 482 U.S. 386, 392 (1987). "The rule makes the plaintiff the master of the claim; he or she may avoid federal jurisdiction by exclusive reliance on state law." Id. A party's assertion of a federal defense, including the defense of preemption, ordinarily will not justify removal of an action to federal court. Id. at 393.

The doctrine of complete preemption is a corollary to the well-pleaded complaint rule, however. Id. Under this doctrine, "the force of certain federal statutes is considered so 'extraordinary' that it 'converts an ordinary state common law complaint into one stating a federal claim for purposes of the well-pleaded complaint rule.'" Id. (quoting Metro. Life Ins. Co. v. Taylor, 481 U.S. 58, 65 (1987)). Once a federal statute has preempted state law, "any claim purportedly based on [the] pre-empted state law is considered, from its inception, a federal claim, and therefore arises under federal law." Id. Section 301 of the LMRA is one such statute. Id.

Section 301 provides:

> Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce . . . may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in controversy or without regard to the citizenship of the parties.

29 U.S.C. § 185(a). The "preemptive force of section 301 is so powerful as to displace entirely any state cause of action for violation of contracts between an employer and a labor organization." Burnside v. Kiewit Pac. Corp., 491 F.3d 1053, 1059 (9th Cir. 2007) (Franchise Tax Bd. v. Constr. Laborers Vacation Trust, 464 U.S. 1, 23 (1983)). "This is true even in some instances in which the plaintiffs have not alleged a breach of contract in their complaint, if the plaintiffs' claim is either grounded in the provisions of the labor contract or requires interpretation of it." Id. (citing Allis-Chalmers Corp. v. Lueck, 471 U.S. 202, 210 (1985)). Determining whether a claim is preempted by section 301 is thus a two-part inquiry: (1) if the cause of action involves a right

which exists solely as a result of a collective-bargaining agreement ("CBA"), then the claim is preempted, and the analysis ends there; (2) if the right exists independently of the CBA, i.e., by virtue of state law, it is nonetheless preempted if it is substantially dependent on analysis of the CBA. Id. at 1059-60 (citing Lueck, 471 U.S. at 212-13; Caterpillar, 482 U.S. at 394).

The second prong of the preemption inquiry, at issue here, asks whether litigating the state law claim "requires interpretation of a CBA, such that resolving the entire claim in court threatens the proper role of grievance and arbitration." Alaska Airlines Inc. v. Schurke, 898 F.3d 904, 921 (9th Cir. 2018). "The plaintiff's claim is the touchstone for this analysis; the need to interpret the CBA must inhere in the nature of the plaintiff's claim." Cramer v. Consol. Freightways, Inc., 255 F.3d 683, 691 (9th Cir. 2001), as amended (Aug. 27, 2001) (citing Caterpillar, 482 U.S. at 398-99). "'Interpretation' is construed narrowly; it means something more than 'consider,' 'refer to,' or 'apply.'" Alaska Airlines, 898 F.3d at 921 (citation and quotation marks omitted); see also Burnside, 491 F.3d at 1060 (a claim is preempted if it is resolved by "interpreting," as opposed to "looking to" the CBA). In short, "[c]laims are only preempted to the extent there is an active dispute over 'the meaning of contract terms.'" Alaska Airlines, 898 F.3d at 921 (citation and quotation marks omitted). It is not enough that "resolving the state law claim requires a court to refer to the CBA and apply its plain or undisputed language—for example, to discern that none of its terms is reasonably in dispute[.]" Id. at 921-22 (citations and quotation marks omitted).

III. DISCUSSION

Williamson brings state law claims for negligence and premises liability. Under California law, a party is liable for negligence where it has breached a legal duty to use due care, proximately resulting in injury. Ladd v. County of San Mateo, 12 Cal. 4th 913, 917 (1996). The elements of a cause of action for premises liability are the same as those for negligence. Jones v. Awad, 39 Cal. App. 5th 1200, 1207 (2019). "Those who own, possess, or control property generally have a duty to exercise ordinary care in managing the property in order to avoid exposing others to an unreasonable risk of harm." Annocki v. Peterson Enterprises, LLC, 232 Cal. App. 4th 32, 27 (2014); see also Cal. Civ. Code § 1714 (a person is responsible for an injury occasioned to another by his or her want of ordinary care or skill in the management of his or her property or person).

CBBC does not dispute that Williamson's claims are grounded in state law and exist independently of the Basic Agreement. Instead, CBBC relies on the second prong of the Burnside preemption inquiry, arguing that resolution of Williamson's claims requires interpretation of the Basic Agreement. Specifically, it argues that this action requires (1) a determination of the Basic Agreement's scope, and (2) interpretation of the Basic Agreement's rights and limitations. As discussed below, these arguments are unpersuasive, and thus, CBBC fails to carry its burden to show removal was proper.

1. SCOPE OF THE BASIC AGREEMENT

As stated above, CBBC is not a party to the Basic Agreement. Nevertheless, CBBC argues that, "[t]o eventually decide this case, the Court necessarily will have to evaluate whether Williamson's claims . . . fall beyond the scope of the Basic Agreement's procedures merely because Williamson brings those claims against a sub-entity exclusively owned and operated by those who employed him." Opp'n at 7. CBBC refers to this as the "conflation" of entities under a CBA, Opp'n at 8, a principle it claims the Ninth Circuit upheld in Kobold v. Good Samaritan Reg'l Med. Ctr., 832 F.3d 1024 (9th Cir. 2016). See Opp'n at 8-9. Relatedly, CBBC suggests that the Court must determine whether CBBC is encompassed within the term "Club" as it is used in the Basic Agreement. See id. at 9. As discussed below, these arguments have no merit.

As a threshold matter, CBBC errs in asserting that the Court will eventually have to decide whether Williamson's claims fall beyond the scope of the Basic Agreement's procedures merely because he brings his claims against a related entity owned and operated by those who employed him. This argument obfuscates the preemption inquiry. Courts that have considered the issue have generally held that section 301 can preempt claims against non-signatories to a CBA. See Stringer v. Nat'l Football League, 474 F. Supp. 2d 894, 901-02 (S.D. Ohio 2007); Dashields v. Robertson, 215 F.3d 1318, n.3 (4th Cir. 2000) (citing International Union, UMW, v. Covenant Coal Corp., 977 F.2d 895 (4th Cir. 1992)). Williamson cites no authority to the contrary. However, the critical question for such preemption remains whether resolution of the claim requires interpretation of the CBA. Dashields, 215 F.3d at n.3; Stringer, 474 F. Supp. 2d at 912 (finding negligence claim not preempted because resolution of the same was not dependent on "an

interpretation of any of the terms of the CBA"). The mere fact that CBBC shares owners with SFGBC does not implicate or give rise to an issue requiring interpretation of the Basic Agreement.

The only provision of the Basic Agreement that CBBC mentions with respect to its scope argument is the term "Club," suggesting it might be encompassed within that term. Opp'n at 9; see also id. at 11 (asserting that courts will have to determine whether entities like CBBC "fall within the definition of 'Club' under the Basic Agreement"). It is readily apparent that CBBC is not a Club, however. SFGBC—not CBBC—is a party to the Basic Agreement. Article XXVIII of the Basic Agreement, entitled "Execution of this Agreement," identifies the Clubs who are parties thereto, including "San Francisco Giants Baseball Club LLC [i.e., SFGBC]." BA 155-56. CBBC is not listed as a Club, and it points to no other provision of the Basic Agreement that might bear on this issue. Put simply, CBBC makes no credible argument that it is encompassed within the term "Club," and this is fatal to its scope argument. See Cramer, 255 F.3d 692 (An argument "does not become credible simply because the court may have to consult the CBA to evaluate it; 'looking to' the CBA merely to discern that none of its terms is reasonably in dispute does not require preemption.") (citation omitted).

Seemingly cognizant that its argument has no basis in the Basic Agreement, CBBC attempts to invoke Kobold. It asserts the plaintiff in Kobold sued a non-signatory entity that was related to a signatory to a CBA, and that the Ninth Circuit "**upheld the conflation of the two entities under the CBA**" based on the functional understanding of the parties thereto. Opp'n at 8 (emphasis in original). That "functional understanding" was derived from "the industrial common law—the practices of the industry and the shop." Id. (quoting Kobold, 832 F.3d at 1046).[2] CBBC contends that "[t]his case is no different from Kobold, and [this] Court must reach the same outcome." Id. A basic reading of Kobold demonstrates it is different from the instant case, however, in ways that are fundamental to its holding. CBBC's reliance is therefore misplaced.

In Kobold, the terms of the plaintiff's employment as a nurse practitioner were governed by a CBA between her union and her employer. Id. at 1042. The employer designated a

[2] The Kobold opinion resolved three consolidated appeals. CBBC's discussion relates to Allen v. N.W. Permanente, P.C., No. 13-35265 (9th Cir.), starting at 832 F.3d at 1042.

"Credentials Committee" to make recommendations as part of each employee's bi-annual credentialing process. Id. The committee was comprised of three representatives—one from the plaintiff's employer, one from its sister company, and a third from its parent company. Id. The committee "recommended termination" of the plaintiff's credentials and her employer then placed her on unpaid administrative leave. Id. at 1043. The plaintiff's union filed a grievance against her employer through a procedure detailed in the CBA and pursued it to arbitration. Id. The primary issue in the arbitration was whether a CBA provision that "corrective action shall be for just cause only" applied to the committee's decision even though the committee was tasked only with making a recommendation. Id. The arbitrator determined that the just cause standard applied because the committee's recommendation effectively terminated the plaintiff's credentials. Id. at 1043-44. The arbitrator further found that the committee's recommendation violated the just cause standard and ordered the plaintiff reinstated, though without back pay. Id. at 1044.

Unhappy with the arbitration award, the plaintiff sued her employer's sister company in state court for its role in the credentialing process, alleging claims including intentional interference with economic relations. Id. The sister company removed the action to federal court, arguing that the plaintiff's claims arose under and required interpretation of the CBA, and were thus preempted under § 301. Id. The Ninth Circuit held that the plaintiff's claims arising from the credentialing process were preempted, even though the CBA said nothing about that process, because the arbitrator relied on the practices of the industry and shop to conclude that the committee's decision effectively resulted in the plaintiff's discharge, thus implicating the just cause provision. Id. at 1046. Under that interpretation, the plaintiff's complaint was necessarily an allegation that she had been fired without just cause in violation of the CBA. Id. at 1046-47.

Preliminarily, the arbitrator's decision was paramount in Kobold. The Ninth Circuit explained that "the arbitrator [had] *decided* the question raised" at the first prong of the Burnside preemption inquiry, i.e., whether the plaintiff's claims arose out of the CBA. Id. at 1047 (emphasis in original). That decision was conclusive. Id. In asking the Ninth Circuit to conclude otherwise, the plaintiff was "in effect, asking [the court] to overturn the arbitrator's interpretation of the contract," which it could not do. Id. The Ninth Circuit noted that, "[e]ven if it were

convinced the arbitrator misread the contract or erred in interpreting it, such a conviction would not be a permissible ground for vacating the award." Id. (citation and quotation marks omitted). Given the importance of the arbitrator's decision to its holding, Kobold is of limited applicability here, where no arbitration has taken place.

Further, CBBC's characterization of the holding in Kobold is flawed. Contrary to CBBC's suggestion, the Kobold decision has nothing to do with the common ownership between the plaintiff's employer and its sister entity. Nor does it stand for the blanket proposition that courts should "conflate" related entities in determining whether a plaintiff's claims are preempted. Rather, it held that the plaintiff's claims arose out of the CBA (even if not alleged against her employer) because the recommendation of the Credentials Committee effectively resulted in her discharge in violation of the CBA's just cause provision. No factfinder could have decided whether the plaintiff's discharge was proper without reference to the CBA, specifically, the just cause provision. Here, CBBC fails to identify any provision of the Basic Agreement out of which Williamson's claims arise or the interpretation of which is required for resolution of his claims. CBBC's attempt to look to "the practices of the industry and the shop"—practices it does not identify or expound upon—to interpret the Basic Agreement is thus without foundation. See Opp'n at 8 (vaguely asserting that "it is necessary to interpret the scope of the Basic Agreement itself and the practices of MLB, Clubs, and Players under that Agreement"). In short, vague reference to matters beyond the Basic Agreement cannot save CBBC's scope argument.

2. RIGHTS AND LIMITATIONS

CBBC next argues that Williamson's premises liability and negligence claims cannot be resolved without interpretation of the Basic Agreement's right and limitations. Opp'n at 9-12. CBBC identifies various provisions of the Basic Agreement that it claims delimit rights and duties between it and Williamson. The Court considers these provisions in turn.

a. Regulation 2

CBBC primarily relies on Regulation 2 of the Uniform Player's Contract ("UPC"), which is incorporated into the Basic Agreement. See BA 1. Regulation 2 governs the rights of a player to receive compensation from his Club in the event of an injury sustained in the course and within

the scope of his employment. Specifically, CBBC points to the following language:

> Disability directly resulting from injury sustained in the course and within the scope of his employment under this contract shall not impair the right of the Player to receive his full salary for the period of such disability or for the season in which the injury was sustained (whichever period is shorter), together with the reasonable medical and hospital expenses incurred by reason of the injury and during the term of this contract or for a period of up to two years from the date of initial treatment for such injury, whichever period is longer.

BA at 349. CBBC argues that Regulation 2 limits the Club's liability to injured players, but that Williamson seeks additional compensation "from the same ultimate source—the Giants' ownership group." Opp'n at 10.

On its face, Regulation 2 relates to compensation a player is entitled to receive from his employer, i.e., *his Club*. As discussed above, CBBC is not a Club; it is the owner and operator of the property on which Williamson suffered injury. Regulation 2 does not define or limit any rights or duties between CBBC and Williamson and is therefore inapplicable. See Bush v. St. Louis Reg'l Convention, 2016 WL 3125869, at *4 (E.D. Mo. June 3, 2016) (finding similar provisions in National Football League ("NFL") CBA inapplicable in negligence action between NFL player and opposing club because the provisions "speak to the player's ability to perform under his contract, or otherwise to recover from, his own NFL team"); see also Fowler v. Ill. Sports Facilities Auth., 338 F. Supp. 3d 822, 828 (N.D. Ill. 2018) (finding such provisions were not implicated in negligence action between MLB player and an opposing club because the provisions "determine the clubs' obligations to *their own* injured players, not the obligations of clubs that allegedly injure another teams' player") (emphasis in original).

CBBC's contention that "Williamson seeks compensation from the same ultimate source—the Giant's ownership group," Opp'n at 10, is unavailing. That the owners of CBBC also "have an interest in the stock of [the Club] does not make them [Williamson's] employers." Miller v. King, 19 Cal. App. 4th 1732, 1735 (1993) (holding that a restaurant employee could bring a premises liability action against property owners for injury she suffered on the job, even though the property owners also owned all of the stock in the corporation that was her employer and from which she had received workers compensation benefits). "A corporation is an entity having an

existence separate from that of its shareholders." Id. Here, Williamson is not suing his employer, SFGBC. He is suing the owner and operator of the Park, CBBC. That CBBC happens to have the same owners as SFGBC (or SFBA) is, from a legal standpoint, irrelevant here.

b. Concussion Protocols

CBBC next argues that Williamson's claims implicate the Basic Agreement's procedure for clearing players following concussions, including the determination that "all symptoms have resolved." Opp'n at 11 (quoting BA at 261). Without further elaboration, CBBC argues that the "causation elements of Williamson's premises-liability and negligence claims are thus inextricably intertwined with a determination of whether the Basic Agreement's concussions protocols were properly followed and accurately completed." Id. CBBC also argues that the concussion protocols call for expedited arbitration to resolve any issues surrounding a player's fitness to play, and as such "any dispute involving those concussion procedures" must be arbitrated pursuant to the Basic Agreement's grievance procedures. Id. Not so. Williamson's suit does not allege that any aspect of the concussion protocol was not properly followed. Nor does it challenge any determination as to his fitness to play. The mere fact that this action may implicate evidence of Williamson's medical evaluations as part of the concussion protocol and/or his symptoms does not mean that the causation elements of his claims require interpretation of any provision of the Basic Agreement. Thus, this argument fails.

c. The Major League Rules

CBBC also argues that the Court will need to interpret the Major League Rules (the "Rules"), which are incorporated into the UPC, to determine whether CBBC's placement of bullpens was reasonable. Opp'n at 11-12. According to CBBC, the Rules evince an industry practice of locating bullpens on the field. To the extent a factfinder considers the Rules to determine the ultimate issue of whether it was reasonable for CBBC to locate bullpens on the field, however, it requires consideration and/or interpretation of *the Rules*, not the *Basic Agreement*. CBBC points to no provision of the Basic Agreement that requires interpretation. Insofar as CBBC seeks to rely on the fact that the Rules are incorporated into the UPC to

demonstrate that they evince an industry practice, that requires, at most, a mere look to the Basic Agreement, which is insufficient for preemption. Thus, this argument also fails.

d. Article XI

Lastly, CBBC argues that the Court will need to interpret the Basic Agreement's exclusive remedy provisions. It points to Article XI of the Basic Agreement, which sets forth a grievance-resolution procedure as the "exclusive remedy of the Parties" for any complaint "which involves the existence or interpretation of, or compliance with, any agreement, or any provision of any agreement, between . . . a Player and a Club." Opp'n at 12 (quoting BA 41). This argument fails for the same reasons that CBBC's argument regarding Regulation 2 fails: Article XI provides the exclusive remedy of the parties to the Basic Agreement for disputes involving any agreement between a player and a Club. CBBC is neither a party to the Basic Agreement nor a Club. Thus, Article XI is not implicated here.

IV. CONCLUSION

CBBC has not shown that Williamson's claims are preempted by § 301. Accordingly,

IT IS HEREBY ORDERED THAT:

1. Plaintiff's motion for remand (Dkt. 21) is GRANTED. Pursuant to 28 U.S.C. § 1447(c), the action is REMANDED forthwith to the San Francisco County Superior Court.

2. The Clerk shall close the file and terminate all pending matters.

IT IS SO ORDERED.

Dated: July 28, 2021

Saundra B Armstrong

SAUNDRA BROWN ARMSTRONG
Senior United States District Judge

United States District Court
Northern District of California