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SAG-AFTRA Vaccine Mandate Lawsuit Rejected by Ninth Circuit

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In an unpublished but nonetheless significant opinion, the Ninth Circuit recently affirmed the lower court's dismissal of a consolidated lawsuit filed by SAG-AFTRA members against their union, finding the claims time-barred and preempted. In relevant part, the dispute was rooted in allegations that SAG-AFTRA, by negotiating a return-to-work agreement that allowed SAG-AFTRA's studio and producer bargaining partners to impose COVID-19 vaccine mandates, had violated its duty of fair representation (and related state-law claims) to the plaintiffs, who opposed receiving the COVID-19 vaccine for various reasons.

Agreement's Vaccine Mandate Triggers LMRA Preemption; Strikes Do Not "Toll" Limitations Period

The U.S. District Court for the Central District of California had previously dismissed the plaintiffs' consolidated claims for two primary reasons. First, it found that the Labor Management Relations Act ("LMRA") preempted the plaintiffs' state-law claims—including for breach of contract, breach of fiduciary duty, negligence, and emotional distress—because the state-law claims all arose out of the union's purported failure to represent its members fairly, an analysis that required interpreting the agreement in question and, thus, triggered the LMRA.

As for the duty-of-fair-representation claim itself, the District Court found that it was time-barred and dismissed it for that reason. Notably, the District Court rejected the plaintiffs' argument that the SAG-AFTRA strike of 2023 equitably tolled the statute of limitations for this claim, declining to find that a work stoppage somehow prevented the plaintiffs from becoming aware of their purported injuries from SAG-AFTRA's COVID-era bargaining.

On appeal, the Ninth Circuit affirmed the District Court's dismissal and reasoning.

Takeaways for Employers

While the Ninth Circuit's decision is unpublished and therefore of limited precedential value, it serves as an important reminder that disputes over vaccination mandates and other contentious bargaining-agreement provisions remain subject to LMRA preemption despite the charged emotions that often surround such disputes. We will continue to monitor this case for any updates.

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