

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

DAVID SAMBRANO ET AL.,

Plaintiffs,

v.

No. 4:21-cv-1074-P

UNITED AIRLINES, INC.,

Defendant.

TEMPORARY RESTRAINING ORDER

Before the Court is Plaintiffs' Motion for Temporary Restraining Order, filed September 22, 2021. ECF No. 5. The Court set the Motion for a hearing on September 24, 2021. ECF No. 10. At the hearing, the parties reached an agreement that obviated the need for the Court to then rule on the Motion. *See* ECF No. 28. The Court thus deferred ruling on the Motion at that time. *See id.*

The Court also set Plaintiffs' Motion for Preliminary Injunction for a hearing on October 8, 2021. *Id.* The day before that hearing, however, United filed a Partial Motion to Dismiss, alleging the Court lacked personal jurisdiction over claims raised by several Plaintiffs against United. *See* ECF No. 47. To permit Plaintiffs reasonable time to respond to United's jurisdictional challenge, the Court set an expedited briefing scheduling and reset the evidentiary hearing on Plaintiffs' Motion for Preliminary Injunction to October 13, 2021. ECF No. 49.

The Court now concludes it is necessary to issue this Temporary Restraining Order to avoid risking irreparable injury and to maintain the status quo in this case pending the Court's hearing and resolution of Plaintiffs' Motion for Preliminary Injunction. ECF No. 5. Specifically, the parties stipulated on September 24, 2021, that United would temporarily refrain from placing exempted employees on leave due to their lack of compliance with United's vaccine mandate. Absent entry of this Temporary Restraining Order, the parties' stipulation will expire

before the Court can rule on whether a preliminary injunction is warranted. If the parties' stipulation were to expire without temporary injunctive relief in place, nothing would prevent hundreds of workers from ostensibly either: (1) being compelled to take a vaccination in violation of their religious beliefs or medical restrictions, or (2) being placed on indefinite unpaid leave by United. To be sure, the Court is not currently ruling on the merits of the parties' arguments on these points. Rather, the Court seeks simply to avoid the risk of irreparable harm to the parties and to maintain the status quo while the Court holds an evidentiary hearing on the Motion for Preliminary Injunction and issues an Order on the same.

The Court thus concludes that Plaintiffs' Motion for Temporary Restraining Order (ECF No. 5) is **GRANTED in part**.

It is, therefore, **ORDERED** that, for the duration of this Temporary Restraining Order, United Airlines, Inc. is **TEMPORARILY RESTRAINED** and **ENJOINED** from placing any employee on unpaid leave if that employee was granted either a religious or medical exemption from United Airlines, Inc.'s COVID-19 vaccine mandate.

It is further **ORDERED** that United Airlines, Inc. is **TEMPORARILY RESTRAINED** and **ENJOINED** from denying any requests for religious or medical accommodations from United Airlines, Inc.'s COVID-19 vaccine mandate due to timeliness (i.e., because the requests were submitted after the August 31, 2021 deadline).

This Temporary Restraining Order will expire on October 26, 2021. Plaintiffs' bond for this Temporary Restraining Order is fixed at the amount of \$5,000.00. The Court will hold an evidentiary hearing on the Motion for Preliminary Injunction on October 13, 2021 at 9:30 a.m.

SO ORDERED on this **12th day of October, 2021 at 4:15 p.m.**



Mark T. Pittman

UNITED STATES DISTRICT JUDGE