19-7934

ORIGINAL

No. 19-_____

IN THE

SUPREME COURT OF THE UNITED STATES

KATHLEEN BETTS,

Petitioner

v.

UNITED AIRLINES, INC.,

Respondents

On Petition for a Writ of Certiorari
to the United States Court of Appeals
for the Seventh Circuit

PETITION FOR A WRIT OF CERTIORARI

Kathleen Betts/**PRO SE**
128 Gilmore Dr.
Gulf Breeze, FL 32561
(850) 816-6458

1/10

QUESTION PRESENTED

In July 2016, after an extended sick leave, this pro se petitioner requested that she be returned to flight status as a pilot at United Airlines. The petitioner had been a member of Airline Pilots Association (ALPA) since 1996 when she first began flying for United as a First Officer.

The plaintiff's collective bargaining unit, ALPA, arranged for the petitioner to appear at an arbitration hearing at ALPA headquarters in Chicago, IL on July 12, 2016. As she was unsuccessful at arbitration, the petitioner then filed a lawsuit in United States District Court for the Northern District of Illinois along with an EEOC charge alleging retaliation on April 10, 2017.

After the final judgment was rendered in the lower court, the petitioner appealed to the United States Court of Appeals for the Seventh Circuit.

The Question Presented is:

Whether the Seventh Circuit so far departed from the accepted and usual course of judicial proceedings, or sanctioned such a departure by a lower court, as to call for an exercise of this Court's supervisory power?

This petition focuses on arbitration procedures as well as the procedures utilized in both the lower court and the seventh circuit.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Statutes

Rules

Federal Arbitration Act

PETITION FOR A WRIT OF CERTIORARI

Petitioner respectfully seeks a writ of certiorari to review the judgment of the United States Court of Appeals for the Seventh Circuit.

OPINIONS

The opinions of the District Court and the Court of Appeals are non-precedental and unpublished.

JURISDICTION

Jurisdiction is proper under The Railway Labor Act, 45 USC 153 first (q). On September 28, 2018 the United States District Court refused to vacate the arbitration award and granted United Summary Judgment in this case.

On April 24, 2019 the Final Judgment was filed per the non-precedental decision (with costs). The Final Judgment upheld the lower court's decision.

On May 30, 2019 a panel rehearing was denied.

STATEMENT

The 58 year old petitioner is an Honorably Discharged Naval Officer. She is designated as a Naval Aviator. She was licensed as a pilot by the Federal Aviation Administration in 1989 and now holds the following certificates: Airline Transport Pilot: Multi-engine Land; B-737 series, DC-9, EMB 170 series, and EMB 190 series; Rotorcraft-Helicopter, Instrument Helicopter, and Single Engine Land with Commercial privileges.

When she attended arbitration, she held valid pilot licenses. Contrary to any presumptions made by opposing counsel and the arbitrator (which were eventually adopted by the lower Court and the 7th Circuit), this petitioner never had her pilot licenses revoked, canceled, rescinded, or suspended. The same is true of her medical certificate. The plaintiff never engaged in any conduct that was in violation of public policy while flying an aircraft. If she had, she would have had her certificates suspended, if not outright revoked. *Delta Airlines v. Airline Pilots Association,* 861 F.2d 665, 674, (11th Cir.1988), where a pilot who flew while intoxicated immediately had his licenses suspended. They were eventually revoked.

The petitioner requested that the lower court and the Seventh Circuit take judicial notice of that very important, critical fact. For reasons to be stated later in this petition, what happened at arbitration concerns retaliation for events which occurred many years ago.

The petitioner also worked as an Operations Safety Inspector for the Federal Aviation Administration, where she did regulatory oversight for Continental Airlines. *Continental Airlines merged with United Airlines in 2012. United took over the grievances carried over from Continental, so they claim.

WHY THE WRIT SHOULD BE GRANTED

Increasingly, over time, arbitration is replacing traditional litigation as a means of resolving disputes. When it comes to employee-employer disputes, mechanisms must be in place to ensure that the arbitral process

is fair, but even more so there must be safeguards to ensure that the Federal Arbitration Act is being followed.

An employer should not be able to unilaterally trample on an employee's rights. The problem was compounded by the petitioner's collective bargaining unit who refused to represent her, stating that "she could not win".

However, ALPA voted for the petitioner's reinstatement during the time the Board was in executive session. When the plaintiff filed her complaint on April 10, 2017 she alleged that ALPA breached its duty of fair representation.

This matter is not simply about a botched arbitration case. It is about the procedures, or lack thereof, which occurred in the federal court system after arbitration had concluded, leaving no safeguards for the petitioner save this extraordinary last resort.

BACKGROUND

In 2006 the petitioner began flying for Continental Airlines. The plaintiff's former husband had just completed 17 years of service at Delta Air Lines. He was also a member of ALPA, and had paid substantial union dues during his tenure. The former husband went on a three year absence from Delta in 2005 for psychological problems. He received disability from Delta as well as ALPA until he returned to piloting in 2009.

At the end of May 2007, the petitioner was at her hotel room in Houston awaiting pick up for an early morning flight when the

husband called, stating he wanted a divorce. The petitioner called schedules and asked them to replace her with another pilot. That was the last day the plaintiff flew for Continental, that is she did not fail a no-notice test for alcohol nor did she have her pilot licenses suspended or revoked.

After the plaintiff went home, her husband assaulted her. She had been telling Continental about the domestic violence problems she been experiencing since 2006. Due to the injuries sustained, the plaintiff had to utilize long term sick leave until it ran out. Then she was placed on ALPA disability which was backdated to the day of the assault in 2007. She continued to receive disability until 2012, when the merger was completed. The petitioner voted for the merger, as she was a member of ALPA in good standing until the arbitration award, dated October 5, 2016. She is now an "inactive" member of ALPA.

Petitioner maintains that she was not terminated from her employment. She remained on extended sick leave until she asked to be reinstated to her flying position in December 2015. The petitioner had been transferred to United MEC's 171 local in Houston after the merger. She remained on unpaid leave.

In 2008, while her husband was still on psychiatric leave which ALPA clearly knew about, the husband decided that he wanted the plaintiff to go to drug and alcohol rehab at the Friary, near the marital home in Florida. He arranged for this with Debra Reynolds (the benefits manager at United who testified at arbitration as a hearsay witness),

ALPA representative Art Luby, and social worker Sharon Berry, who was running the Friary without having the qualifications to do so. The petitioner states she had other reasons to go to the Friary, primarily for counseling on how to deal with her abusive husband.

THE LAST CHANCE AGREEMENT IS NOT VALID

Art Luby presented the petitioner with a "last chance working agreement" in Houston on March 12, 2008 (18-3336 Docket 23 Respondent's Supp.App. 59-61). The petitioner brings up several issues concerning the validity of the agreement, on their face these contractual clauses do not make sense:

-line 5: the agreement is vague, stating that the petitioner did not "participate" in the program properly without saying what exactly she did to cause non-compliance

-1. that the petitioner had to agree to an unknown course of rehabilitation that would be "directed and facilitated" by the Employee Assistance Program (EAP), while at the same time managed by social worker Sharon Berry (which forced the plaintiff to violate Florida law and the Continental Airlines Drug and Alcohol misuse policy). Friary social worker Sharon Berry forced the petitioner to violate Florida law when she allowed the husband on Friary grounds several times when a restraining order was in effect between the parties, and Berry, who is not a medical prescriber, ordered the plaintiff to take benzodiazapines and narcotics or be turned into the EAP for non-compliance

-1a. that the petitioner had to deliver to the EAP director an undated letter of resignation that would be used to terminate her, or in the alternative she would be deemed to have resigned

-1b. Betts must inform the EAP about any medication she is prescribed and obtain consent from the EAP before taking drugs that contain alcohol or narcotics, otherwise it would be deemed as a violation of the Continental Drug and Alcohol Misuse program

THE CONTRACT IS FRAUDULENT, LACKS CONSIDERATION CAUSED ENTRAPMENT, AND IS DISCRIMINATORY

The agreement also lacks an arbitral clause, but used the

word arbitrator once in paragraph 6: no arbitrator shall have the authority to alter or change the express terms of this agreement. This runs counter intuitive to documents United's **counsel provided to the 7th** Circuit concerning the issuance of last chance agreements in general . (18-3336 Docket 22 Supp.App. 146-150):

- it is important that the LCA allows the employee the right to appeal a claim of innocence to a neutral decision maker, such as an arbitrator. A drug screen could be faulty...

(The last chance agreement provided for the petitioner allows for no such appeal).

-*If the employee is member of a collective bargaining unit, the union must agree to a precedent setting LCA. A side agreement that is negotiated directly with a member of a bargaining unit is generally not enforceable. (The petitioner's LCA is not precedent setting).

-ALPA neglected to file an unfair practice charge

-Federal appellate courts are split if a LCA is part of the Collective Bargaining Agreement.

The plaintiff was told to sign the agreement by Art Luby of ALPA, who claimed he was providing the necessary legal advice. Any reasonable person would see that the plaintiff had not been fully and fairly represented by ALPA, as stated in paragraph 7.

Plaintiff claims fraud in the inducement of the agreement. The plaintiff acknowledges that United and ALPA are in superior positions of power and that the plaintiff felt that she had to sign the document, and grieve later.

THE LCA WAS DEVISED TO RETALIATE AGAINST THE PETITIONER

In 1999, after an acrimonious three week trial, a jury in the

Northern District of California awarded this petitioner $1.58 million dollars (plus interest) in an employment claim where it was found that United defamed the petitioner. *Betts v. United Airlines, C*-97-4329-CW (Northern District of California, 1997).

(Management pilots changed petitioner's grades on several sets of pilot records (from pass to fail) during the discovery phase of the case. The petitioner had originally reported to the EEOC that she was the victim of sex discrimination involving her newborn baby).

Since there had been no other last chance agreements"it was improper to give the plaintiff a "last chance" agreement, especially in light of other ALPA settlements that gave male pilots who drank several chances to succeed before they were terminated, or forced to resign. But in this instant case, United cannot even produce any documents or witnesses concerning their allegation that the plaintiff failed a no-notice test which was the alleged impetus of the last chance agreement.

The plaintiff never signed an undated resignation letter that could be used to terminate her. Loosely citing Womble, 550 US 544, United's statements are nothing more than threadbare recitals of elements supported by mere conclusory statements.

Due to what is stated in Art Luby's declaration, (lower court docket 37), he makes no reference to a failed no-notice test. What he talked about was his interpretation of social worker Sharon Berry's illegal distribution of drugs to the plaintiff, disregarding that she is not an authorized prescriber of medication in the State of Florida, or in any

State.

Does the failure to state an arbitration clause undermine an arbitral tribunal's authority in this instance? *Buckeye Check Cashing v. Cardegna,* 546 US 440, 449 (2006). There was no separate document containing an arbitration clause used in conjunction with the last chance agreement.

There is nothing in the record stating that the plaintiff actually agreed to arbitrate her employment matter. It was not a choice; arbitration was forced upon her. At first, United was planning on having three arbitrators. Then, they decided they would only have one arbitrator- Bonnie Weinstock, the neutral. The two other "Board" members were a management pilot named Andy Allen and an attorney from ALPA's legal department, John Schleder.

ALPA was not representing the plaintiff, nor did she have a Continental contract nor a United contract. It is unclear which contract was controlling and the plaintiff did not know what United or ALPA provided for in terms of appointment of arbitrators in their agreements.

The plaintiff did not have a list of arbitrators. There was no arbitral agreement between the plaintiff and United stating the number, qualifications, or characteristics of the arbitrator pool. There is no way to have known if Ms. Weinstock, the arbitrator solely picked by United, would have had any conflicts of interest upon which Petitioner could have objected. Being able to object to an arbitrator is a right of any party engaged in arbitration.

AT THE ARBITRATION HEARING THERE WAS EVIDENT PARTIALITY AND FRAUD

(The arbitration transcript may be located at 18-3336 Docket 22 Supp.App 20-58). Under section 10 of the Federal Arbitration Act (FAA) an award may be vacated where it was procured by corruption, fraud, or undue means, there was evident partiality or corruption in the arbitrators, or any of them, the arbitrator refused to hear evidence relevant and material to the dispute, or of any other misbehavior by which the rights of any party have been prejudiced.

In *Pacific and Arctic Rlwy and Nav Co. v. United Transportation Union,* 952 F.2d 1144, 1148 (9th Cir.) it was held that when a Board shows absolute unwillingness to respond to any evidence in support of the parties' position, their actions constitute fraud.

On page 13 of the arbitration transcript, line 9, the petitioner first raises the possibility that the documents from social worker Sharon Berry were back dated and back filled. On page 14, the petitioner states she objects to company exhibit one because the real results were crossed out and asks that the document go to official analysis.

The arbitrator's response on page 15 is that the author of the document is not present (social worker Sharon Berry) and that United's witness, Debra Reynolds, Ph.D., who was not at the Friary when any of the alleged events transpired, was going to speak for the document and testify on services provided to family members of pilots engaged in EAP activities, and to testify generally about what

happens to pilots who go through the EAP program. United's attorney, Ms. Kimborough, concurred. It is clear that the last chance agreement states that the EAP directs and facilitates treatment. Debra Reynolds is the head of that department. It was her duty to be fully informed about everything that went on at the Friary treatment program.

The only document relevant to the Board Award is the document concerning the alleged breathalyzer result. A result was written on a piece of paper, then it was crossed out, and a .02 was substituted for whatever the real result was, which likely was a 0.0. There is no indication, except for Sharon Berry's progress notes, that states the test was completed twice. (Petitioner's Appendix L). The progress notes would not stand up to scrutiny, just like the breathalyzer result.

Just like the petitioner's grades were changed in the 1997 case *Betts v. United Airlines,* these results too were materially changed in order to terminate ~~my~~ Petitioner's employment.

It is not the purpose of this petition to go into extensive detail about Debra Reynolds' cross examination, which was conducted by the petitioner with ALPA standing by for "technical assistance", as stated in the Board Award. However, between pages 26 and 62 Debra Reynolds, who was in fact testifying for social worker Sharon Berry, stated that she could not answer the questions raised to her because she did not know, wasn't sure, wasn't there, wasn't a member of the treatment team, etc. This is not being stated for harassment purposes. This petitioner's profession was destroyed overnight by a treatment team consisting of nothing more than social worker Sharon Berry and the

petitioner's former husband.

On page 64 of the transcript United's attorney stated that Dr. Reynolds was not there for the breathalyzer test, and that she couldn't answer hypothetical questions about breathalyzers.

The arbitrator then stated on page 64 that Dr. Reynolds could not know what actually happened in this case.

Another example of unwillingness to respond to evidence in support of petitioner's claims is the medication list from the Friary, which was admitted as grievant's 3. The petitioner stated to the arbitrator that Sharon Berry gave the petitioner 31 drugs during her alleged 28 day stay. (transcript page 84).

Any combination of those drugs, including benzodiazapines, narcotics such as Darvocette, cough medicines, etc could have caused a positive result for alcohol because it is unknown what exact substances those medications consisted of, and it is unknown what a combination of all 31 of them could do at any given time.

Part of the treatment program at the Friary consisted of having Sharon Berry give the petitioner frequent passes to leave the premises with full access to her car in order to continue to put the petitioner in harm's way as it concerned the former husband and his behavioral issues.

Section 11 of the Federal Arbitration Act allows for modifying or correcting an award, where:

-there was a miscalculation or evident material mistake in the description of any person, thing, or property referred to in the award

-the arbitrators have awarded on a matter not submitted to them (as in

using ex-parte materials)

The description of Reynold's testimony in the Board Award is an important consideration. The testimony stated in the Award is not what is stated in the transcript. For example, the Award states that "Dr. Reynolds recalled that that the Grievant called Ms. Jones and the Assistant Chief Pilot that she had tested positive", where the transcript states: "Yes, I think Carolyn's notes reflect that you called her", and then "I'm guessing that Sharon called and you called both to explain your drinking". 18-3336 Docket 22 Supp.App. 169 (Award) and 18-3336 Docket 22 Supp.App 35. (Transcript)

On page 38 of the transcript Debra Reynolds states that the plaintiff failed a no notice company test, stating it was "sometime in March, I think", and that once people *finish treatment we provide no-notice testing.* That statement can only be false because the petitioner had not finished treatment, therefore, the petitioner was not subject to no-notice testing.

Lower Court Docket 66 contains evidence that the lower court refused to hear as it was not admitted to the court at the time that summary judgment proceedings took place. Evidence in docket 66 pertains to a United DC-8 crash which occurred in the petitioner's biological mother's Park Slope Brooklyn neighborhood when she was a 19 year old United employee working at reservations in midtown Manhattan in 1960. On page 76 of the arbitration transcript, the arbitrator stated, out of the blue, "However, you needn't begin with the day of your birth, okay?" After the crash, United forced my biological mother to move to

Cleveland, leaving me behind in New York City. My biological mother was heavily photographed in the aftermath of the accident as she was a United employee and a witness to the worst aviation disaster to date.

Arbitrators have subpoena power according to section 7 of the Federal Arbitration Act. The arbitrator was a neutral. When the petitioner raised the question concerning witnesses from the Friary who could speak to the matter of the breathalyzer test, she did not halt proceedings nor consult with the District Court in Chicago concerning a matter of extreme importance. The petitioner paid attorney Daniel Kozma $2500 for advice on how to proceed at arbitration. The arbitrator refused to let him appear by Skype. Arbitration was scheduled for 2 days, but the arbitrator appeared rushed and made sure the hearing was wrapped up in one day.

Section 10(a)(2) of the Federal Arbitration Act (FAA) allows a court to vacate an award where there was evident partiality or corruption in the arbitrators. The arbitrators may have used ex-parte information from Sharon Berry while they were in executive session in August 2016. Berry hacked into computers at the Veterans Administration in 2015 after placing false evidence in the petitioner's medical record. On August 26, 2016 the petitioner received a report from the VA admitting that on an audit Berry was caught accessing my records, illegally, from April 2015 through May 2015. The August 2016 report listed the breaches, as the petitioner had never seen them before. The US Department of Justice

has cataloged the information on discs with Bates stamps in a current case in the Southern District of Mississippi, 1:18-cv-252.

Shortly after the Board denied the petitioner's reinstatement, the petitioner was not permitted to continue writing the thesis she had been working on in Graduate School at Emery-Riddle Aeronautical University. The school stated they had received information that the petitioner was not a veteran nor was a pilot.

The United States Supreme Court has suggested that arbitral awards may be overturned for manifest disregard of the law. *Stolt-Nielsen SA v. AnimalFeeds Int'l Corp.,* 559 US 130 S. Ct 1758 (2010); *Wilko v. Swan,* 346 US 427 (1953). The petitioner's award is based on fabricated evidence and a LCA contract that forced the petitioner to break Florida Law.

An award will be vacated for evident partiality under the FAA where a reasonable person would have concluded that an arbitrator was biased towards a party. *Morelite Constr. Corp. v. NY City Distr. Council Carpenters Benefits Funds,* 748 F.2d 79, 84, (2nd Cir. 1984).

Section 7511 (a)(ii) CPLR, requires vacatur when there was partiality of an arbitrator appointed as a neutral.

In New York, parties cannot contract to limit the grounds for judicial review of arbitral awards to less than those set out in Section 10, FAA such as an award procured by fraud or any undue means. *Hoeft v. MVL Grp. Inc.,* 343 F.3d 57, 64-65, (2nd Cir. 2003).

In *T. Co. Metals, Llc v. Dempsey Pipe & Supply Inc.,* 592 F.3d 329, 339-340 (2nd Cir. 2010), awards are vacated on grounds of manifest

disregard only in those exceedingly rare cases where some egregious impropriety on the part of an arbitrator is apparent.

PETITIONER FILES TO VACATE AWARD IN UNITED STATES DISTRICT COURT

On April 10, 2017 the petitioner filed a hybrid motion against United and Airline Pilots Association, alleging that the arbitrator exceeded scope and that ALPA failed in its duty to fair representation.

On that date the petitioner also filed a charge with the Equal Employment Opportunity Commission, alleging retaliation in conjunction with *Betts v. United Airlines,* C-97-4329-CW (No. District of California, 1997).

The District Judge, Honoarble Thomas Durkin, allowed the petitioner to proceed in forma pauperis. He appointed counsel for the petitioner on July 10, 2017. (SC Appendix 67). The counselor was Michael Persoon of Chicago.

In between July 10, 2017 and July 27, 2017 there was a conference call between Mr. Persoon, the petitioner, and ALPA. Persoon stated he needed time off as he was adopting a baby.

United's Mary Curry filed notices and memorandums to dismiss the case on June 23, 2017 without issuing a notice of appearance. (SC Appendix 66). Mr. Persoon never filed an appearance, nor did his firm Despres, Schwartz, and Geoghegen. Mary Curry, still without filing an appearance, gave a status report on 7/25/17 (SC Appendix 69).

*Judge Durkin stayed discovery, indefinitely, on 7/27/17 without the petitioner's knowledge. He essentially ended the case for the petitioner. On 9/7/17, Persoon dropped ALPA as a party without my permission. The next day, Mary Curry signed a notice of appearance.

From that point forward, Persoon and Curry worked together on the summary judgment documents. Judge Durkin ruled on September 28, 2018 in favor of United. The petitioner disagrees with the entire ruling, which is primarily based on non-sensical public policy issues that the petitioner never endorsed. (SC Appendix a20-a35.

Michael Persoon did not send the petitioner any representation agreements. He filed admissions for the petitioner without her approval. The petitioner had been sending Persoon exculpatory evidence to back her positions, such as ALPA disability statements and ALPA ballots on which she was voting. She sent him her pilot licenses, and did so again in January 2018 after the petitioner was given an additional rating by the FAA to fly another passenger transport jet.

. He told the petitioner not to contact Judge Durkin, and he simply walked off the case in August 2018 in violation of circuit rules. As he never signed on to the case, he did not properly exit the case, either, laving the petitioner to navigate an appeal on her own.

The Circuit Rules for the Northern District of Chicago stipulate that an attorney who signs on to a case must agree to see the case through the appeals process.

The petitioner signed releases. They did not comply with HIPAA, which is the only issue the petitioner and Persoon agree upon. The releases included lab results. The Friary (Baptist Hospital) missed a diagnosis of a potentially fatal condition which inflicts the petitioner. (18-3336 Docket 22 Supp.App. 91). In 2009, the petitioner was diagnosed with idiopathic thrombocytopenia, which is indicated in the 2008 lab results.

On 2/12/19 the petitioner filed numerous exculpatory documents with the Seventh Circuit pertaining to Berry's activities concerning hacking into Veterans Administration (VA) computers in a scheme which involved putting false information into petitioner's VA record, retrieving the information, and disseminating it to third parties (such as the family court system in Florida).

The VA has apologized via official correspondence for some of Berry's privacy violations. Berry listed herself as a party to petitioner's divorce action through her undersigned attorney, and also filed electronic papers in petitioner's family law case concerning adoption.

*United's reliance on Berry's documents under FRE 803 is not authorized when it can be shown that lack of trustworthiness exists.

On Feb 13, 2019 the petitioner received an order from the Seventh Circuit to send the documents to Judge Durkin for presentment. The Seventh Circuit Clerk mailed the documents back to the petitioner, which then required the petitioner to send the documents back to Judge Durkin

to preserve the record.

On March 25, 2019 the documents were received by Judge Durkin. His Deputy, Sandy Newland, stated the Judge had left the courthouse with the documents. On April 10, 2019 the petitioner received an order from Judge Durkin denying their admittance into the record, citing *United States v. Elizabeth Adame,* 262 F.3d 637, 641, (7th Cir 2001), where documents that were not relied upon by the Court nor relevant to its decision would be permitted to supplement the record. Petitioner asserts that the documents would have been relied upon by the Court had discovery not been stayed on July 27, 2018.

The petitioner received an extension to file a reply brief on April 12, 2019 (see 7th Circuit Court order dated March 20, 2019). The petitioner was instructed to adhere to *Gallo v. Mayo Clinic Health System Franciscan Medical Center,* which held that documents not relied upon in the District Court may not be considered by the Court of Appeals. (*Mayo was a case decided in October or November 2018, with Judge Durkin sitting on the Court of Appeals panel.*

As far as filing a reply brief on April 12, 2019, it wasn't until April 10, 2019 that the petitioner received Judge Durkin's order concerning petitioner's request to supplement the record. The petitioner's reply brief depended upon information provided by Judge Durkin's order.

As the petitioner is not permitted to efile, the clerk did not file an alleged belated, late reply brief with the 7th Circuit until April 16, 2019. The reply brief was attached to a supplemental appendix, which went

missing in the Seventh Circuit but (eventually) was filed in the docket.

From the Seventh Circuit's Order, it appears that the panel consisting of Judge's Kanne, Barrett, and Hamilton did not read the reply brief. Their order issued on April 24, 2019 was clearly erroneous. The Federal Aviation Administration controls licensing of pilots. Had any of the events actually happened the way Sharon Berry, Debra Reynolds, or United Airlines describes them, the petitioner would have had her licenses suspended or revoked. Part of the remedy involves allowing the petitioner to present her pilot licenses, properly through the court system. United's case is a sham, just as their fabricated contention was in 1999 that I had failed pilot training events when it was eventually flushed out that their story was a complete fabrication.

The panel rehearing requested by the petitioner was denied.
In June, the petitioner made one final trip to the records department at the Friary. In an adjacent building was social worker Sharon Berry, holding an entirely new set of Friary business records covering the period the plaintiff was allegedly in treatment for 28 days in March and April 2008. This time, the records stated that the petitioner underwent in-patient "Detoxifaction" (emphasis on spelling) for 5 days, along with 23 days "overnight convenience". The records were forwarded immediately to the Seventh Circuit. They were received and locked by the Court on June 16, 2019.

For all of the reasons previously identified, this petitioner prays that her writ will be heard.

Very respectfully,

Kathe Betts

Kathleen Betts
128 Gilmore Dr
Gulf Breeze FL 32561

850-816-6458