No. 22-5791

ORIGINAL

FILED
JUL 18 2022
OFFICE OF THE CLERK
SUPREME COURT, U.S.

In The

Supreme Court of the United States

Erin Carter,

Petitioner,

v.

St. Tammany Parish School Board, et al.

Respondents,

On Petition For Writ of Certiorari
To The United States Court of Appeals
For The Fifth Circuit

PETITION FOR WRIT OF CERTIORARI

ERIN CARTER
220 S. CALVIN AVE.
GONZALES, LA 70737
(225) 450-2877
erinincluded@gmail.com

Petitioner Pro Se

No. _____

In The

Supreme Court of the United States

Erin Carter,

Petitioner,

v.

St. Tammany Parish School Board,
Amy T. Burns,

Respondents,

On Petition For Writ of Certiorari
To The United States Court of Appeals
For The Fifth Circuit

PETITION FOR WRIT OF CERTIORARI

ERIN CARTER
220 S. CALVIN AVE.
GONZALES, LA 70737
(225) 450-2877
erinincluded@gmail.com

Petitioner Pro Se

QUESTIONS PRESENTED

The district court in this case held that petitioner had no FMLA rights because her migraines were not a serious health condition, could not prove disability, discrimination or retaliation, finding summary judgment in favor of defendants appropriate.

The court of appeals affirmed the district court's order and reasons, while fully aware of the absence of evidence in the record (to include any depositions from both parties) required to explain pertinent questions posed by the court during oral argument. The court of appeals stated any violations of the FMLA must have prejudiced petitioner, noting nothing in the record indicates petitioner was prejudiced by the board's failure. Last, and again based upon a bare-bone, undeveloped record, the appeals court further their opinion, going on to suggest the board's "goodwill," while penning lines of scenarios in an attempt to explain petitioners actions and/or inactions as a result of the limited evidence, or lack thereof.

The questions presented are:

1. What is the appropriate standard of review when a trial court grants a motion for summary judgment, dismissing an entire cause of action designated for jury trial, in which the pleadings are incomplete, when there is outstanding and incomplete discovery, and there is a record that is bare?
2. Whether the employee notice requirements as written in the FMLA may be subjected to a more stringent review than those required within the provisions?
3. When prejudice is revealed in oral argument, should it be dismissed by the court of appeals and not acknowledged in the written decision?
4. When pertinent evidence is absent, not included in the record, providing little to no fact finding, is it proper to rule in favor of one party or the other, and if there is a ruling, is the ruling appropriate or gives the appearance of deference, bias or preference?
5. Does the discretion afforded to employers to make employment decisions, specifically decisions that violate state and federal laws/policies and collective bargaining agreements, negate the enforcement of prohibited acts as clearly written in the (1) FMLA, and (2) acts of discrimination on the basis of race, religion, color, national origin, sex, age, or disability?
6. Under the FMLA, does employer continued compliance failures reduce, limit and/or diminish the employer requirements as written in the Act, and the enforcement of such requirements when compliance failures exist resulting in violation(s)?
7. Should actions taken against an employer resulting from failures or violations of employer requirements as written within the FMLA be determined actionable by one test - prejudiced or not, as a result?
8. Should statements that are not fact or supported in any way be included in any opinion or decision by any Court?

PARTIES TO THE PROCEEDINGS

Petitioner Erin Carter was the plaintiff in the district court proceedings and appellant in the court of appeals proceedings. Respondents St. Tammany Parish School Board and Amy T. Burns were the defendants in the district court proceedings and appellees in the court of appeals proceedings.

Related Cases

(*Hester v. Bell-Textron, Inc.*, No. 20-11140 (5th Cir. Aug. 23, 2021))

Lindsey v. Bio-Medical Applications of Louisiana, LLC, No. 20-30289 (5th Cir. 2021)

Campos v. Steves & Sons, Inc., No. 19-51100 (5th Cir. 2021)

Ragsdale v. Wolverine World Wide, Inc., 535 U.S. 81, 90 (2002)

Watkins v. Tegre, 997 F.3d 275 (5th Cir. 2021)

Stowell v. Black Horse Pike Reg'l Sch. Dist., Civil No. 17-06633 (RBK/AMD) (D.N.J. Nov. 15, 2019)

TABLE OF CONTENTS

PAGE

OPINIONS BELOW.....

JURISDICTION.....

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED.....

STATEMENT OF THE CASE.....

REASONS FOR GRANTING THE WRIT.....

CONCLUSION.....

INDEX TO APPENDICES

APPENDIX A	FIFTH CIRCUIT RULE February 17, 2022 No: 21-30237 APPELLATE REPLY BRIEF APPEALLATE BRIEF
APPENDIX B	JUDGMENT AND ORDERS & REASONS MARCH 29, 2021 No: 19-9651
APPENDIX C	MOTION FOR SUMMARY JUDGMENT AND AFFIDAVITS (DEFENDANTS)
APPENDIX D	84 PAGES OF EXHIBITS SUBMITTED TO COURT NOT IN RECORD per LETTER DATED APRIL 13, 2017
APPENDIX E	AFFIDAVIT OF ERIN CARTER
APPENDIX F	EEOC FOIA & POSITION STATEMENT
APPENDIX G	DOL FOIA
APPENDIX H	MEDICAL

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

STATUTES

29 CFR Part 825

29 C.F.R. § 825.100

29 C.F.R. § 825.102

29 C.F.R. § 825.300(b)

29 C.F.R. § 825.400(c)
29 C.F.R. § 825.313
29 C.F.R. § 825.113
29 C.F.R. § 825.127
29 C.F.R. § 825.202

29 C.F.R. § 825.200(b)
29 C.F.R. § 825.312
29 C.F.R. § 825.313

29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305]

29 C.F.R. § 825.313

29 C.F.R.§ 825.30629 C.F.R. § 1630.14(c)(1)

Serious health condition – self	29 C.F.R. § 825.112(a)(4)
Termination	29 C.F.R. § 825.220
Retaliation	29 C.F.R. § 825.220
Denial of Leave	29 C.F.R. § 825.112
Failure to Restore to equivalent position	29 C.F.R. § 825.214 through 216
Failure to provide required notices	29 C.F.R. § 825.300, 825.300(a) through (d)
Failure to maintain employee benefits/health insurance	29 C.F.R. § 825.209 through 213
Record keeping	29 C.F.R. § 825.500

IN THE

SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

[✓] For cases from **federal courts**: United States District Court Eastern District of Louisiana

The opinion of the United States court of appeals appears at Appendix C to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[✓] is unpublished.

The opinion of the United States district court appears at Appendix D to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[✓] is unpublished.

[ ] For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix _____ to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[ ] is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[ ] is unpublished.

JURISDICTION

[ ] For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was February 17, 2022.

[ ] No petition for rehearing was timely filed in my case.

[ ] A timely petition for rehearing was denied by the United States Court of Appeals on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

[✓] An extension of time to file the petition for a writ of certiorari was granted to and including July 18, 2022 (date) on May 12, 2022 (date) in Application No. 21A 707.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

[ ] For cases from **state courts**:

The date on which the highest state court decided my case was _____. A copy of that decision appears at Appendix _____.

[ ] A timely petition for rehearing was thereafter denied on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

[ ] An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. ___A_____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

Background

Erin Carter ("Plaintiff") is, among other things, a female, 37 at the time of filing of lawsuit arising from her discharge as a teacher at William Pitcher Junior High School ("Pitcher") in Covington, Louisiana. Plaintiff filed suit against two defendants: St. Tammany Parish School Board ("the Board") and Amy T. Burns.

During the course of litigation, Defendants attorney David Pittman had an unforeseen medical emergency that required immediate medical attention. Unexpectedly Mr. Pittman suffered a stroke, causing a delay in the proceedings. Additionally, plaintiff's attorney was involved in complex litigation, resulting in the filing of joint motion to continue in December of 2019. A few months later, in March 2020, a second unforeseen emergency occurred, COVID-19. One last unexpected event, altering plaintiff Erin Carter's suit was the unexpected withdrawal of her attorney, formally withdrawing as counsel in July 2020, filing an ex-parte motion in which there was no hearing to address the motion prior to granting by the Court, leaving Plaintiff's suit in a vulnerable and peculiar posture.

The following facts come from plaintiff's employment with the St. Tammany Parish School Board which began in August 2012. In 2015, plaintiff began working at "Pitcher" Jr. High. In 2016, Mrs. Amy T. Burns was Carter's Principal. Mrs. Burns was Carter's immediate supervisor who supervised plaintiff's work and had the ability to make decisions affecting the terms and conditions of plaintiff's employment with "the Board."

On April 24, 2017, plaintiff became very ill after work during a dance team meeting and fitting as a result of an overwhelming chronic migraine which had begun earlier in the day, leaving her unable to lead, oversee and conclude the meeting which continued in plaintiff's absence until the completion of all dancer's measurements were taken and fittings concluded. One day later, plaintiff filed for extended sick leave under Louisiana state law Education RS §17:1202 - Teachers; extended sick leave, which states:

> A.(1) Every city, parish, and other local public school board shall permit:
>
> (a) Each teacher to take up to ninety days of extended sick leave in each six-year period of employment, which may be used for a medical necessity in the manner provided in this Section at any time that the teacher has no remaining regular sick leave balance.
>
> (2) As used in this Section the following terms shall have the following meanings:
>
> (a) "Child" means a biological son or daughter, an adopted son or daughter, a foster son or daughter, a stepson or daughter, or a legal ward of a teacher standing in loco parentis to that ward who is either under the age of eighteen, or who is eighteen years of age but under twenty-four years of age and is a full-time student, or who is nineteen years of age or older and incapable of self-care because of a mental or physical disability.
> (b) "Immediate family member" means a spouse, parent, or child of a teacher.
> (d) "Medical necessity" means the result of catastrophic illness or injury, a life threatening

condition, a chronic condition, or an incapacitating condition, as certified by a physician, of a teacher or an immediate family member.

C.(1) All time while on extended sick leave is regular service time for all purposes for which service time is calculated or used.
(2) Any teacher on extended sick leave shall be paid sixty-five percent of the salary paid to him at the time the extended sick leave begins.

E.(1)(a) On every occasion that a teacher uses extended sick leave, a statement from a licensed physician certifying that it is for personal illness relating to pregnancy, illness of an infant, or for required medical visits related to infant or maternal health or that it is a medical necessity shall be presented prior to the extension of such leave.
(b) Repealed by Acts 2014, No. 659, §2.
(c) The physician statement required by this Paragraph may be presented and the extended sick leave may be requested subsequent to the teacher's return to service. In such a case, the extended leave shall be granted for all days for which such leave is requested and the required documentation is presented provided the leave is requested and the required documentation is presented within three days after the teacher returns to service.

(2)(a) If the board or superintendent, upon review of the application, questions the validity or accuracy of the certification, the board or superintendent, as the case may be, referred to in this Paragraph as the "challenging party", may require the teacher or the immediate family member, as a condition for continued extended leave, to be examined by a licensed physician selected by the challenging party. In such a case, the employer shall pay all costs of the examination and any tests determined to be necessary. If the physician selected by the challenging party finds medical necessity, the leave shall be granted.
(b) If the physician selected by the challenging party disagrees with the certification of the physician selected by the teacher or the immediate family member, then the challenging party may require the teacher or the immediate family member, as a condition for continued extension of sick leave, to be examined by a third licensed appropriate physician whose name appears next in the rotation of physicians on a list established by the local medical society for such purpose and maintained by the challenging party. All costs of an examination and any required tests by a third doctor shall be paid by the employer. The opinion of the third physician shall be determinative of the issue.
(c) The opinion of all physicians consulted as provided in this Paragraph shall be submitted to the challenging party in the form of a sworn statement which shall be subject to the provisions of R.S. 14:125.
(d)(i) In addition to the authority provided in R.S. 17:1201(A)(2), the board shall adopt a policy regarding providing for employees suffering from catastrophic and long-term illness.
(ii) The board may, as part of a collective bargaining agreement, or by its own policy, provide additional compensation or extended leave days in excess of what is required in this Section.

(3) All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

F. Each city, parish, and other local public school board shall develop and implement a sick leave bank policy to allow for the donation of sick leave among teachers.

G. Each city, parish, and other local public school board annually shall submit a report to the state Department of Education on the number of leave requests granted each year pursuant to this Section, the number of leave requests denied, and the reason or reasons for such denials.

H. Notwithstanding any other provision of law to the contrary, all decisions relative to the granting of leave pursuant to this Section shall be made by the superintendent of the local public school system.

Plaintiff's application was submitted via fax from Ochsner by plaintiff's primary care phyisican on April 26, 2017. The application was submitted along with (1)"the Board" medical certification form and (2) "the Board" required medical necessity form, all to the human resource department completed and signed by plaintiff's primary care physician.

After numerous attempts to speak with someone in the human resource department regarding receipt of the application, plaintiff ceased all calls and emailed Ms. Amy Ortiz in the human resource department.

On May 1, 2017, plaintiff received a response informing her that the Assistant Superintendent Pete Jabbia had just reviewed plaintiff's application determining that although plaintiff does not qualify for extended sick leave, plaintiff does qualify for leave without pay. Ms. Amy Ortiz attached a form titled, "Leave Without Pay," stating "You do however qualify for a medical leave without pay. If you are unable to return to school, please complete the attached application and return to Human Resourced." The application mentioned was on a one page generic form. Ms. Amy Ortiz in Human Resources went on to state, "I will make a copy of the doctor's note that was received with your extended sick leave application and attached it to the leave without pay application."

Upon receipt of the communication, on May 4, 2017, Plaintiff emailed Ms. Amy Ortiz in Human Resource as well as "the Board" superintendent William "Trey Folse," all assistant superintendents, Pete Jabbia, Michael Cosse, and Regina Sanford, as well as plaintiff's school principal Amy T. Burns, requesting review of plaintiff's leave request. Attached to the email were additional medical documents to further inform defendant's of plaintiff's historical sufferings from migraines, a chronic condition. On May 5, 2017, Pete Jabbia replied stating he was in receipt of the requested review.

Fourteen days after plaintiff's initial leave request, plaintiff received the final response from school board level, "the board," as Ms. Amy Ortiz responded informing plaintiff that "the additional medical information you provided has been reviewed by Mr. Jabbia. Unfortunately there were no findings within the submitted medical documentation that met the qualifications for extended sick leave." "Although you are not eligible for extended sick leave based on the information received, you are

eligible for a medical leave without pay. If you are unable to return to work please complete the attached application and return it to Human Resources."

This is the last exchange with the Human Resource department and "the board." Plaintiff, due to the severity of her condition, had been away from work and suffering from debilitating migraines since April 25, 2017. Plaintiff, while denied paid leave, upon belief as result of the communications stating she does "qualify for" and is "eligible for," believed to be on leave, but without pay. Plaintiff's belief in further confirmed or proven as a result of (1) a communication from the school principal Amy T. Burns on the school building level, requesting plaintiff's signature on an OMB form emailed by the school's secretary Bridget Estes which is clearly marked "Sick Leave" with the April 25, 2017 date indicating plaintiff's last day worked as the "Period Covered" on the OMB is to the end of the school year, May 24, 2017, in which plaintiff was unable to successfully complete, and (2) a second communication from "the Board" level from Renee Mothershead in the Insurance Department, which indicates "FOR: Miscellaneous Leave" at the top right of the invoice emailed to plaintiff on the last day of the school year, May 24, 2017, which plaintiff contacted Human Resource to complete the employer's portion of the Humana Disability form. Ms. Amy Ortiz forwarded the paperwork to the appropriate department, Insurance Department.

After contacting "the Board" on May 24, 2017, the last day of the school year, and last day of Plaintiff's leave request submitted to "the Board" April 25, 2017, to complete the disability paperwork, Renee Mothershead faxed the "Employer Statement" as well as emailed plaintiff an invoice requiring payment for continued health insurance for the month of May. No one from "the Board," the Human Resource Department, or the Insurance Department informed plaintiff of any deficiencies or missing documents to satisfy the leave request submitted April 25, 2017, concluding on May 24, 2017.

While plaintiff remained in contact with her principal Amy T. Burns, neither did she notify plaintiff of concerns regarding plaintiff's leave. On May 22, 2017, principal Amy T. Burns instructed the bookkeeper Jamie Ruth to email plaintiff her teaching assignment for the upcoming 2017-2018 school year. That assignment included an additional instructional assignment for the second year in a row. Because of principal Amy T. Burn's knowledge of plaintiff's health condition, plaintiff initiated an exchange of communication regarding the new/additional teaching assignment. Later, on June 1, 2017, principal Amy T. Burns emailed plaintiff to inform plaintiff that her room assignment of the last two years would be changed. While plaintiff unable to, had not signed and returned either forms sent at the request of the principal, no one mentioned plaintiff's leave, employment status, or request documents sent to Plaintiff. No one inquired about plaintiff's health or recovery.

Four days after communication sent from the principal regarding the classroom relocation, on June 5, 2017, a just cause letter was drafted alleging (1) unauthorized leave of absence, (2) non-sanctioned fundraiser, and (3) gradebook compliance. Defendant principal Amy T. Burns typed the wrong address for plaintiff on both the letter, as well as the certified envelope. Despite the error in the address, plaintiff was not at the address as she was in her mother's care, supervision, and home trying to recover. Defendant's were made aware of that during the June 26, 2017, hearing scheduled at "the board" level, as a result of principal Amy T. Burns drafted letter dated June 13, 2017, requesting the termination of

plaintiff to superintendent. In that letter, plaintiff was instructed to contact the St. Tammany Parish Federation of Teachers for representation. Plaintiff did so as she was a paying union member.

On June 26, 2017, the president Deborah Greene and vice-president Patricia Craddock of the Federation of Teachers reported to represent plaintiff. Although sent to represent plaintiff, plaintiff was denied a requested copy of the notes taken during the hearing by Patricia Craddock.

Principal Amy T. Burns, the direct supervisor of plaintiff who pursued disciplinary action against plaintiff was not present at the hearing. In addition to her absence, there were no documents or evidence at the hearing or presented to support any of the allegations set forth in the June 5, 2017 letter drafted regarding the noted concerns. During the hearing, plaintiff informed Assistant Superintendent Michael Cosse, that she was not at her residence to receive the disciplinary letter initially drafted and that no one, not "the board" nor principal Amy T. Burns informed her of her leave status. The board did not provide anything further than the one form attached to the two communications dated May 1, 2017 and May 10, 2017. There was no engagement or interactive process regarding plaintiff's leave request. Further there were absolutely no communications sent inquiring, informing or providing sufficient details regarding plaintiff's leave, the request and the leave without pay form.

During the hearing, no one mentioned the leave without pay form, nor inquired as to why the form had not been signed and returned. Plaintiff did inform Michael Cosse that she maintained communication with the school principal (who was not present) until June 1, 2017 and informed all in attendance that she informed principal Burns that she would be out the remainder of the year on May 16, 2017. Prior to that, plaintiff had emailed principal Burns daily and then weekly of her absence. Cosse then requested all emails beyond May 16, 2017, exchanged with principal Burns. Plaintiff sent those emails the same evening. Two days later on June 28, 2017, Cosse informed plaintiff that "the Board" was terminating her employment with the school system, given the option to resign by the close of business July 5, 2017.

Plaintiff inquired about the results of the hearing/investigation which led to the determination of discharge and was told by Assistant Superintendent Cosse she should have done a better job communicating her leave. Plaintiff immediately contacted and informed the Federation representatives. Not only did they not represent plaintiff during the hearing, they did not advise plaintiff of her options after the hearing, despite plaintiff plea for help. Plaintiff was uninformed of her rights to leave as well as her rights to a hearing after the Superintendent's discharge. Plaintiff had never received any collective bargaining agreement documents, FMLA documents, notices, or anything – at anytime. The Federation did not make the documents accessible or advise plaintiff of such document. The Department of Labor investigated Plaintiff's discharged and found that like plaintiff, other current employees had not received information regarding FMLA as there were no policies or information provided to employees. Further, plaintiff maintains that during her employment, she never received a copy of the collective bargaining agreement. The bargaining agreement was made available to employees the 2017-2018 school year, which plaintiff had been terminated.

On July 5, 2017, plaintiff informed "the Board" that she did not intend to resign, yet remain employed with the board. She was terminated that day. After choosing not to resign, "the Board" added poor

performance to the reasons for termination. Later in March 2018, defendants alleged misconduct extinguishing plaintiff's rights to unemployment sought in February 2018. Plaintiff appealed the decision and on April 27, 2018, a hearing was held. Representing "the Board" was Risk Manager, Kirt Gaspard, and principal Amy T. Burns, and plaintiff representing herself. After giving sworn testimony, and the conclusion of the hearing, the decision was reversed. Plaintiff's could not and did not state anyone informed plaintiff of the status of her leave, nor any of the alleged performance issues raised. The performance issues raised would have occurred after Plaintiff was out due to illness and while on leave. Further, it was determined that defendants did not provide or produce any policies, signed acknowledgments by plaintiff of alleged violated policies, or failure to comply with such policies.

Despite the unproven allegations, medical documentation provided, and more, defendants contend that plaintiff does not suffer from any alleged disability and can not prove such, was not entitled to any leave and as a result of plaintiff's own actions neglecting to complete the 1 page application for leave without pay, she was left in an unauthorized state resulting in termination of plaintiff's employment.

Beyond the retaliation and continued false allegations by defendant's, defendant's then began to harass plaintiff's children who remained students in the school district. On numerous occasions, defendants mailed letters requesting residency verification. Once provided, "the Board" still refused to send required registration documents for student enrollment. Plaintiff had to pursue the enrollment verification documents to enroll children. The following year, defendants mailed yet another letter requesting verification. Defendants travelled to Plaintiff's residences to verify residency. One residence situated in the defendant's parish.

In December 2019 after plaintiff raised concerns about her oldest child's grades, defendants sent residency letters home with plaintiff's son once more. Plaintiff obtained Kids in Transition forms and informed defendants upon their second inquiry that plaintiff and children were currently in transition. Defendants would not accept the completed documents nor respond to plaintiff. Instead, defendants mailed letters to both addresses informing plaintiff that plaintiff's children would be un-enrolled at their respective schools on December 20, 2019. Out of concern about the matters between plaintiff and "the Board," plaintiff's then husband removed the children from the schools on December 19, 2019, fearing embarrassment if brought December 20, 2019.

Plaintiff's maintains that "the Board" is an employer under FMLA, that plaintiff qualified for leave FMLA or other leaves, defendants interfered with such leave, retaliated against plaintiff for requesting leave, failed to accommodate plaintiff, and retaliated against plaintiff's children. Plaintiff also maintains that the union, the St. Tammany Federation of Teachers and School Employees did not represent nor assist her in fighting the allegations and decisions made regarding her employment.

Plaintiff termination was intentional. Allegations of poor performance were pre-textual and unsupported.

In February of 2021, defendant's moved for summary judgment. Despite the exhibits submitted to the court, plaintiff's opposition to defendant's summary judgment included numerous genuine issues of fact, and pointed to the exhibits to support the allegations. Despite the attempt of plaintiff to

successfully oppose the motion for summary judgment, she was unsuccessful. Plaintiff's request for a new trial was also unsuccessful despite facts and affidavits later submitted to the Court to prove defendant's affidavits in the motion to summary judgment to be false as well as hearsay that is not admissible.

The FMLA
TITLE I--GENERAL REQUIREMENTS FOR LEAVE
SEC. 101. DEFINITIONS

(4) EMPLOYER.--(A) IN GENERAL.--The term "employer"
(ii) includes--
(I) any person who acts, directly or indirectly, in the interest of an employer to any of the employees of such employer; and
(II) any successor in interest of an employer; and
(iii) includes any "public agency", as defined in section 3(x) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(x)).

(5) EMPLOYMENT BENEFITS.--The term "employment benefits" means all benefits provided or made available to employees by an employer, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan", as defined in section 3(3) of the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1002(3)).

(6) HEALTH CARE PROVIDER.--The term "health care provider" means--
(A) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
(B) any other person determined by the Secretary to be capable of providing health care services.

(5) EMPLOYMENT BENEFITS.--The term "employment benefits" means all benefits provided or made available to employees by an employer, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an "employee benefit plan", as defined in section 3(3) of the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1002(3))

(11) SERIOUS HEALTH CONDITION. The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves
(A) inpatient care in a hospital, hospice, or residential medical care facility; or
(B) continuing treatment by a health care provider.

Plaintiff/Petitioner was an eligible employee, with a qualifying condition under the FMLA. St. Tammany Parish School Board, a qualifying employer, was Erin Carter's employer for five years. Plaintiff's employer, "the Board," consisted of Peter Jabbia, the associate superintendent who was the human resources supervisor/director, as well as the individual whose job responsibility also included determining the leave requests of all employees. Mr. Jabbia oversaw plaintiff's employment as well as her leave request, as he did all employees. As such, any employment benefits relating to employee leaves were denied to plaintiff as she was not granted any form of leave for her own serious health condition. This is supported by the defendant's position statement rendered to the EEOC as well as the just cause letters drafted to include unauthorized leave since April 25, 2017.

> SEC. 102. LEAVE REQUIREMENT .
> (a) IN GENERAL.--
>
> (1) ENTITLEMENT TO LEAVE.--Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:
> (C) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
> (D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Plaintiff's entitlement to leave was subjected to stipulations which plaintiff/petitioner was unaware of as no information pertaining to her leave request was provided or made available beyond the attachment of a leave without pay form.

> (6) HEALTH CARE PROVIDER.--The term "health care provider" means--
>
> (A) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
> (B) any other person determined by the Secretary to be capable of providing health care services.
> (b) LEAVE TAKEN INTERMITTENTLY OR ON A REDUCED LEAVE SCHEDULE.

The board ignored the primary care physicians health certification and medical necessity letter informing them of Erin Carter's medical history, needs, and future care required. The board, unqualified to determine any medical condition, denied, challenged, and ignored the facts presented to them to make an informed decision regarding plaintiff's leave request and request for accommodations.

> (1) IN GENERAL.--Leave under subparagraph (A) or (B) of subsection (a)(1) shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the employer of the employee agree otherwise. Subject to paragraph (2), subsection (e)(2), and subsection (b)(5) or (f) (as appropriate) of section 103 , leave under subparagraph (C) or (D) of subsection (a)(1) or under subsection (a)(3) may be taken intermittently or on a reduced leave schedule when medically necessary. Subject to subsection (e)(3) and section 103(f), leave under subsection (a)(1)(E) may be taken intermittently or on a reduced leave schedule. The taking of

leave intermittently or on a reduced leave schedule pursuant to this paragraph shall not result in a reduction in the total amount of leave to which the employee is entitled under subsection (a) beyond the amount of leave actually taken.

(c) MAINTENANCE OF HEALTH BENEFITS.--

(1) COVERAGE.--Except as provided in paragraph (2), during any period that an eligible employee takes leave under section 102, the employer shall maintain coverage under any "group health plan" (as defined in section 5000(b)(1) of the Internal Revenue Code of 1986) for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

(2) FAILURE TO RETURN FROM LEAVE.--The employer may recover the premium that the employer paid for maintaining coverage for the employee under such group health plan during any period of unpaid leave under section 102 if--

(A) the employee fails to return from leave under section 102 after the period of leave to which the employee is entitled has expired; and
(B) the employee fails to return to work for a reason other than--
(i) the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under subparagraph (C) or (D) of section 102(a)(1) or under section 102(a)(3) ; or
(ii) other circumstances beyond the control of the employee.

Plaintiff/petitioner received an invoice on May 24, 2017, the last projected day of leave requested, as well as the last work day for plaintiff, for health benefit payments for what the insurance department labeled as "FOR: Miscellaneous Leave" upon receipt and completion of "the board's" employer statement for Erin Carter's part-time disability Humana application. Peter Jabbia, intentionally misrepresented the last work day for teachers to the Department of Labor investigator, alleging plaintiff/petitioner did not return to work the following day of the last day of requested leave.

SEC. 103. CERTIFICATION .

(a) IN GENERAL.--An employer may require that a request for leave under subparagraph (C) or (D) of paragraph (1) or paragraph (3) of section 102(a) be supported by a certification issued by the health care provider of the eligible employee or of the son, daughter, spouse, or parent of the employee, or of the next of kin of an individual in the case of leave taken under such paragraph (3), as appropriate. The employee shall provide, in a timely manner, a copy of such certification to the employer.

While "the board" had received certification from Erin Carter's medical care provider, no one ever questioned the certification, thus never questioned the qualifying health condition stated.

SEC. 104. EMPLOYMENT AND BENEFITS PROTECTION .

(a) RESTORATION TO POSITION. –

(1) IN GENERAL.--Except as provided in subsection (b), any eligible employee who takes leave under section 102 for the intended purpose of the leave shall be entitled, on return from such leave--

(A) to be restored by the employer to the position of employment held by the employee when the leave commenced; or

(B) to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

(2) LOSS OF BENEFITS.--The taking of leave under section 102 shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced.

(3) LIMITATIONS.--Nothing in this section shall be construed to entitle any restored employee to--

(A) the accrual of any seniority or employment benefits during any period of leave; or

(B) any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

(4) CERTIFICATION.--As a condition of restoration under paragraph (1) for an employee who has taken leave under section 102(a)(1)(D), the employer may have a uniformly applied practice or policy that requires each such employee to receive certification from the health care provider of the employee that the employee is able to resume work, except that nothing in this paragraph shall supersede a valid State or local law or a collective bargaining agreement that governs the return to work of such employees.

(5) CONSTRUCTION.--Nothing in this subsection shall be construed to prohibit an employer from requiring an employee on leave under section 102 to report periodically to the employer on the status and intention of the employee to return to work.

(c) MAINTENANCE OF HEALTH BENEFITS.--

(1) COVERAGE.--Except as provided in paragraph (2), during any period that an eligible employee takes leave under section 102, the employer shall maintain coverage under any "group health plan" (as defined in section 5000(b)(1) of the Internal Revenue Code of 1986) for the duration of such leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave.

(2) FAILURE TO RETURN FROM LEAVE.--The employer may recover the premium that the employer paid for maintaining coverage for the employee under such group health plan during any period of unpaid leave under section 102 if--

(A) the employee fails to return from leave under section 102 after the period of leave to which the employee is entitled has expired; and

(B) the employee fails to return to work for a reason other than--

(i) the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under subparagraph (C) or (D) of section 102(a)(1) or under section 102(a)(3) ; or
(ii) other circumstances beyond the control of the employee.

Plaintiff/petitioner was not restored to her previous position. Principal Amy T. Burns added an additional instructional assignment to plaintiff, which had occurred the year before without any prior knowledge. Plaintiff was also removed from her original classroom and moved from the Math hall upstairs to a small computer lab which had been converted into a lab from a storage room. Thus, plaintiff/petitioner was not restored to her previous position, but terminated.

SEC. 105. PROHIBITED ACTS .

(a) INTERFERENCE WITH RIGHTS.--

(1) EXERCISE OF RIGHTS.--It shall be unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise, any right provided under this title.

(2) DISCRIMINATION.--It shall be unlawful for any employer to discharge or in any other manner discriminate against any individual for opposing any practice made unlawful by this title.
(b) INTERFERENCE WITH PROCEEDINGS OR INQUIRIES.--It shall be unlawful for any person to discharge or in any other manner discriminate against any individual because such individual--

(1) has filed any charge, or has instituted or caused to be instituted any proceeding, under or related to this title;
(2) has given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under this title; or
(3) has testified, or is about to testify, in any inquiry or proceeding relating to any right provided under this title.

Plaintiff/petitioner maintains that she was prejudiced by the actions and inactions of defendants, "the board," resulting in violations of the FMLA.

SEC. 106. INVESTIGATIVE AUTHORITY .

(a) IN GENERAL.--To ensure compliance with the provisions of this title, or any regulation or order issued under this title, the Secretary shall have, subject to subsection (c), the investigative authority provided under section 11(a) of the Fair Labor Standards Act of 1938 (29 U.S.C. 211(a)).
(b) OBLIGATION TO KEEP AND PRESERVE RECORDS.--Any employer shall make, keep, and preserve records pertaining to compliance with this title in accordance with section 11(c) of the Fair Labor Standards Act of 1938 (29 U.S.C. 211(c)) and in accordance with regulations issued by the Secretary.
(c) REQUIRED SUBMISSIONS GENERALLY LIMITED TO AN ANNUAL BASIS.--The Secretary shall not under the authority of this section require any employer or any plan, fund, or program to submit

to the Secretary any books or records more than once during any 12-month period, unless the Secretary has reasonable cause to believe there may exist a violation of this title or any regulation or order issued pursuant to this title, or is investigating a charge pursuant to section 107(b).
(d) SUBPOENA POWERS.--For the purposes of any investigation provided for in this section, the Secretary shall have the subpoena authority provided for under section 9 of the Fair Labor Standards Act of 1938

SEC. 107. ENFORCEMENT .

(a) CIVIL ACTION BY EMPLOYEES.--

(1) LIABILITY.--Any employer who violates section 105 shall be liable to any eligible employee affected--
(A) for damages equal to--
(i) the amount of--
(I) any wages, salary, employment benefits, or other compensation denied or lost to such employee by reason of the violation; or
(II) in a case in which wages, salary, employment benefits, or other compensation have not been denied or lost to the employee, any actual monetary losses sustained by the employee as a direct result of the violation, such as the cost of providing care, up to a sum equal to 12 weeks (or 26 weeks, in a case involving leave under section 102(a)(3)) of wages or salary for the employee;
(ii) the interest on the amount described in clause (i) calculated at the prevailing rate; and
(iii) an additional amount as liquidated damages equal to the sum of the amount described in clause (i) and the interest described in clause (ii), except that if an employer who has violated section 105 proves to the satisfaction of the court that the act or omission which violated section 105 was in good faith and that the employer had reasonable grounds for believing that the act or omission was not a violation of section 105, such court may, in the discretion of the court, reduce the amount of the liability to the amount and interest determined under clauses (i) and (ii), respectively; and
(B) for such equitable relief as may be appropriate, including employment, reinstatement, and promotion.

(2) RIGHT OF ACTION.--An action to recover the damages or equitable relief prescribed in paragraph (1) may be maintained against any employer (including a public agency) in any Federal or State court of competent jurisdiction by any one or more employees for and in behalf of--
(A) the employees; or
(B) the employees and other employees similarly situated.

(3) FEES AND COSTS.--The court in such an action shall, in addition to any judgment awarded to the plaintiff, allow a reasonable attorney's fee, reasonable expert witness fees, and other costs of the action to be paid by the defendant.

(4) LIMITATIONS.--The right provided by paragraph (2) to bring an action by or on behalf of any employee shall terminate--
(A) on the filing of a complaint by the Secretary in an action under subsection (d) in which restraint is sought of any further delay in the payment of the amount described in paragraph (1)(A) to such employee by an employer responsible under paragraph (1) for the payment; or
(B) on the filing of a complaint by the Secretary in an action under subsection (b) in which a recovery is sought of the damages described in paragraph (1)(A) owing to an eligible employee by an employer liable under paragraph (1), unless the action described in subparagraph (A) or (B) is dismissed without prejudice on motion of the Secretary.

(b) ACTION BY THE SECRETARY.--

(1) ADMINISTRATIVE ACTION.--The Secretary shall receive, investigate, and attempt to resolve complaints of violations of section 105 in the same manner that the Secretary receives, investigates, and attempts to resolve complaints of violations of sections 6 and 7 of the Fair Labor Standards Act of 1938 (29 U.S.C. 206 and 207).

(2) CIVIL ACTION.--The Secretary may bring an action in any court of competent jurisdiction to recover the damages described in subsection (a)(1)(A).

(3) SUMS RECOVERED.--Any sums recovered by the Secretary pursuant to paragraph (2) shall be held in a special deposit account and shall be paid, on order of the Secretary, directly to each employee affected. Any such sums not paid to an employee because of inability to do so within a period of 3 years shall be deposited into the Treasury of the United States as miscellaneous receipts.

(c) LIMITATION.--

(1) IN GENERAL.--Except as provided in paragraph (2), an action may be brought under this section not later than 2 years after the date of the last event constituting the alleged violation for which the action is brought.

(2) WILLFUL VIOLATION.--In the case of such action brought for a willful violation of section 105, such action may be brought within 3 years of the date of the last event constituting the alleged violation for which such action is brought.

(3) COMMENCEMENT.--In determining when an action is commenced by the Secretary under this section for the purposes of this subsection, it shall be considered to be commenced on the date when the complaint is filed.

(d) ACTION FOR INJUNCTION BY SECRETARY.--The district courts of the United States shall have jurisdiction, for cause shown, in an action brought by the Secretary--

(1) to restrain violations of section 105, including the restraint of any withholding of payment of wages, salary, employment benefits, or other compensation, plus interest, found by the court to be due to eligible employees; or
(2) to award such other equitable relief as may be appropriate, including employment, reinstatement, and promotion.

(e) SOLICITOR OF LABOR.--The Solicitor of Labor may appear for and represent the Secretary on any litigation brought under this section.

Defendants, "the board," was investigated by federal agencies. It was reported by the Department of Labor (DOL) numerous violations. However, the DOL did not fine the defendants, rather incorporated a plan of action to cure the deficiencies. While the defendants were not fined, and given an opportunity to cure deficiencies, plaintiff was not. The defendants did not ever mention the un-submitted for during any hearing allowing plaintiff to obtain the bargaining agreement and/or sign the form which the defendants maintain left plaintiff in an unauthorized leave status.

SEC. 108 . SPECIAL RULES CONCERNING EMPLOYEES OF LOCAL EDUCATIONAL AGENCIES.

(a) APPLICATION.--

(1) IN GENERAL.--Except as otherwise provided in this section, the rights (including the rights under section 104, which shall extend throughout the period of leave of any employee under this section), remedies, and procedures under this title shall apply to--

(A) any "local educational agency" (as defined in section 1471(12) of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 2891(12))) and an eligible employee of the agency; and
(B) any private elementary or secondary school and an eligible employee of the school.

(2) DEFINITIONS.--For purposes of the application described in paragraph (1):

(A) ELIGIBLE EMPLOYEE.--The term "eligible employee" means an eligible employee of an agency or school described in paragraph (1).

(B) EMPLOYER.--The term "employer" means an agency or school described in paragraph (1).
(b) LEAVE DOES NOT VIOLATE CERTAIN OTHER FEDERAL LAWS.-- A local educational agency and a private elementary or secondary school shall not be in violation of the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), or title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), solely as a result of an eligible employee of such agency or school exercising the rights of such employee under this title.

(c) INTERMITTENT LEAVE OR LEAVE ON A REDUCED SCHEDULE FOR INSTRUCTIONAL EMPLOYEES.--

(1) IN GENERAL.--Subject to paragraph (2), in any case in which an eligible employee employed principally in an instructional capacity by any such educational agency or school requests leave under subparagraph (C) or (D) of section 102(a)(1) or under section 102(a)(3) that is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the agency or school may require that such employee elect either--

(A) to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
(B) to transfer temporarily to an available alternative position offered by the employer for which the employee is qualified, and that--
(i) has equivalent pay and benefits; and
(ii) better accommodates recurring periods of leave than the regular employment position of the employee.

(2) APPLICATION.--The elections described in subparagraphs (A) and (B) of paragraph (1) shall apply only with respect to an eligible employee who complies with section 102(e)(2).(d) RULES APPLICABLE TO PERIODS NEAR THE CONCLUSION OF AN ACADEMIC TERM.--The following rules shall apply with respect to periods of leave near the conclusion of an academic term in the case of any eligible employee employed principally in an instructional capacity by any such educational agency or school:

(1) LEAVE MORE THAN 5 WEEKS PRIOR TO END OF TERM.--If the eligible employee begins leave under section 102 more than 5 weeks prior to the end of the academic term, the agency or school may require the employee to continue taking leave until the end of such term, if--

(A) the leave is of at least 3 weeks duration; and
(B) the return to employment would occur during the 3-week period before the end of such term.

(2) LEAVE LESS THAN 5 WEEKS PRIOR TO END OF TERM.--If the eligible employee begins leave under subparagraph (A), (B), or (C) of section 102(a)(1) or under section 102(a)(3) during the period that commences 5 weeks prior to the end of the academic term, the agency or school may require the employee to continue taking leave until the end of such term, if--

(A) the leave is of greater than 2 weeks duration; and
(B) the return to employment would occur during the 2-week period before the end of such term.

(3) LEAVE LESS THAN 3 WEEKS PRIOR TO END OF TERM.--If the eligible employee begins leave under subparagraph (A), (B), or (C) of section 102(a)(1) or under section 102(a)(3) during the period that commences 3 weeks prior to the end of the academic term and the duration of the leave is greater than 5 working days, the agency or school may require the employee to continue to take leave until the end of such term.

(e) RESTORATION TO EQUIVALENT EMPLOYMENT POSITION.--For purposes of determinations under section 104(a)(1)(B) (relating to the restoration of an eligible employee to an equivalent position), in the case of a local educational agency or a private elementary or secondary school, such determination shall be made on the basis of established school board policies and practices, private school policies and practices, and collective bargaining agreements.

(f) REDUCTION OF THE AMOUNT OF LIABILITY.--If a local educational agency or a private elementary or secondary school that has violated this title proves to the satisfaction of the court that the agency, school, or department had reasonable grounds for believing that the underlying act or omission was not a violation of this title, such court may, in the discretion of the court, reduce the amount of the liability provided for under section 107(a)(1)(A) to the amount and interest determined under clauses (i) and (ii), respectively, of such section.

SEC. 109. NOTICE .

(a) IN GENERAL.--Each employer shall post and keep posted, in conspicuous places on the premises of the employer where notices to employees and applicants for employment are customarily posted, a notice, to be prepared or approved by the Secretary, setting forth excerpts from, or summaries of, the pertinent provisions of this title and information pertaining to the filing of a charge.

(b) PENALTY.--Any employer that willfully violates this section may be assessed a civil money penalty not to exceed $100 for each separate offense.

SEC. 403. ENCOURAGEMENT OF MORE GENEROUS LEAVE POLICIES.

Nothing in this Act or any amendment made by this Act shall be construed to discourage employers from adopting or retaining leave policies more generous than any policies that comply with the requirements under this Act or any amendment made by this Act.

The Circuit court erred in concluding employer St. Tammnay Parish provided a more generous leave or applied a more generous leave policy providing plaintiff leave for her own serious illness. Employer St. Tammany Parish violated all leave options that plaintiff/petitioner was entitled to. Plaintiff was not allowed a single day of leave as defendants terminated plaintiff due to absences as a result of leave request that was not approved, even the days during the period of determination were counted against plaintiff/petitioner.

SEC. 401. EFFECT ON OTHER LAWS.

FEDERAL AND STATE ANTIDISCRIMINATION LAWS .--Nothing in this Act or any amendment made by this Act shall be construed to modify or affect any Federal or State law prohibiting discrimination on the basis of race, religion, color, national origin, sex, age, or disability.

STATE AND LOCAL LAWS .--Nothing in this Act or any amendment made by this Act shall be construed to supersede any provision of any State or local law that provides greater family or medical leave rights than the rights established under this Act or any amendment made by this Act.

SEC. 402. EFFECT ON EXISTING EMPLOYMENT BENEFITS .

MORE PROTECTIVE.--Nothing in this Act or any amendment made by this Act shall be construed to diminish the obligation of an employer to comply with any collective bargaining agreement or any employment benefit program or plan that provides greater family or medical leave rights to employees than the rights established under this Act or any amendment made by this Act.

LESS PROTECTIVE.--The rights established for employees under this Act or any amendment made by this Act shall not be diminished by any collective bargaining agreement or any employment benefit program or plan.

Defendants, "the board," did not consider nor adhere to any of the leave laws nor considered the effect and damage of terminating plaintiff's employment, ending her livelihood and any existing employment benefits in which she depended upon greatly, as well as her family.

REASONS FOR GRANTING THE WRIT

The State and House of Representatives of the United States of America in Congress assembled to enact the Family and Medical Leave Act to grant family and temporary medical leave under certain circumstances. In February 1993, in my early adolescence, I had become familiar with a medical term migraine headache. This is because in my middle childhood, as I focused on academics, enjoyed playing the trumpet in the band and basketball for my school and for pleasure, bouts of pain interfered with those things and my life, causing great distress and impairment. But little did I know, as history was not my favorite subject, there was a group of well informed and well intentioned individuals making decisions for working adults dealing with issues as I. Nearly thirty years later, the decisions of those individuals are proving to be fruitful in the lives of those facing challenges that life often bring. No longer am I an eleven year old or thirteen year old with a mom caring for me and a grandmother praying for my recovery, sustaining me until the pain releases me back to myself and life.

Now an adult with responsibilities and family counting on me, the FMLA was drafted with me in mind. The FMLA provides necessary time away from work to allow workers to recover from Serious Health Conditions and provides job protection for workers who otherwise suffer economic consequences of discrimination. For the 100 millions workers provided the protection of FMLA, many are not due to the actions and decisions of a few. Employees who exercise their FMLA right to self-care leave deserve protection from retaliation. The FMLA's leave provisions and job protections would be rendered meaningless unless eligible employees can request and take leave without fear of reprisal. Individuals who experience serious illness or injury should be able to assert their rights to self-care consistent with the plain language of FMLA. Workplace retaliation has far reaching affects beyond the employee. Most importantly, if bad actors utilize authority and discretion contrary to the plain language of the FMLA statutes, they should be held liable for those violations. If not, there will be little incentive to comply with the substantive requirements of FMLA and more families suffering as the choice between their livelihoods and that of their personal health and/or health of family members are compromised and strained. In this case, the lower court erred in granting summary judgment, agreeing with defendants position that plaintiff's condition does not qualify for leave under the Louisiana state law, plaintiff leave request failed FMLA notice requirement warranting denial due to an un-submitted form, and plaintiff cannot prove serious health condition nor disability requiring leave and/or accommodations, and agreeing that defendants did not interfere with or retaliate against plaintiff, as all positions were sustained and supported enough for summary judgment. Further, the appellate court erred in dismissing counsels arguments stating and indicating that indeed plaintiff was prejudiced as a result of defendants complete violation of the FMLA act. The courts acknowledgment and recognition of the bare record, providing absolutely no answers to the questions posed during argument did not support affirmation, but only confirmed the Court's decision not based on evidence but factors not supported by law. For this I ask for review and grant of this writ.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Erin Carter

Date: July 18, 2022