

CASE NO. 24-57-89

IN THE SUPREME COURT OF THE UNITED STATES

Saretta Gross Pro'se

PETITIONER

VS.

UNITED PARCEL SERVICE

TEAMSTERS LOCAL 728

RESPONDENT (S)

ON A DENINED PETITION FOR WIT OF CERTIORARI TO THE SUPREME COURT OF  
THE UNITED STATES

PETITION FOR REHEARING

Pro'se

SARETTA GROSS

P.O BOX 942

MABLETON, GEORGIA 30126

470-623-3324

JAN 30<sup>th</sup> 2025

## PETITION FOR REHEARING

Pursuant to Rule 44.2 of the Rules of the United States Supreme Court, Petitioner Respectfully petitions for Rehearing of this Court's January 13, 2025 Order denying the petition for writ of certiorari.

## REASON FOR GRANTING THE PETITION FOR REHEARING

Rule 44.2 of the rules of the supreme court of the united states allows petitioners to file petitions for rehearing of the denial of a petition for writ of certiorari and permits rehearing on the basis of ' intervening circumstances of a substantial or controlling effect or on other substantial grounds not previously presented'. But everything the petitioner presented was substantial grounds for rehearing.

Here's a substantial ground not/ previously presented warrants a rehearing. Briefly and distinctly, the instant case presents this question: Can an employer fire an employee if it would violate the terms of a contract, And with the terms of that contract being enforced in this court. The District court errs in dealing to exercise jurisdiction over the state 301 hybrid claim breach of contract. Petitioner wants to settle this with respondents' petitioner asks the Justices of this court to enforce, the Settlement Agreement with respondents permit or reprimand the petitioner to recover damages in this case this is so needed to the petitioner well-being and life. Petitioner human rights were violated, Public policy laws violated all behind egregious actions all in Bad faith by the Respondents.

Respondents knowingly never used the" JUST CAUSE EFFECT" when disciplining an employee and refusing to grant an employee's request for a Union Steward and failing to fairly bargain with the union teamsters local 728. Breaching their fiduciary duties and for firing an

employee while under contract without cause these things raises claims under State and federal laws violated by respondents contends a petition for rehearing. Also as to where Pro se Petitioner final complaint incorporated my original complaint along with exhibits, and then references two claims from petitioners' earlier complaints throughout, shouldn't a district court consider the earlier complaints when ruling on a motion to dismiss?

The Fifth Amendment Guarantees that 'no person shall....be deprived of life, liberty, or property, without due process of law.' U.S Constitution speaks "procedural due process imposes constraints on governmental decisions which deprive individuals of "liberty" or property" interests...( The Supreme Court) consistently has held that some form of hearing is required before an individual is finally deprived of a property interest....The fundamental requirement of due process is the opportunity to be heard at a meaningful manner. Procedural due process thus determines both whether the litigant has a protected property interest and, if so what process is due. And the process due is DUE PROCESS, which Pro'se Petitioner was deprived of by district court and the appeals court which was my right to a far hearing but never got my due process. No one is above the laws.

TO ALL JUSTICES THIS CASE IS VERY IMPORTANT... To me to my life and family my well-being, No! Employee should have been treated this way unlawfully. Petitioner suffered many of days from harassments and retaliation from respondents and supervisors at UPS. Petitioner wasn't treated like every other employee Petitioner was discriminated upon repeatedly and no one cared at all about the desperate treatment given by the respondents to the petitioner.

Petitioner Gross was fired by respondents UPS et,al for illegal reasons including violation of a written contract. Petitioner Gross was fired without cause, Discriminated upon firing because of

gender, race, age and disability, retaliation, working/ put in a hostile working environment respondents breaching of contract taking my timecard away taking my wages away illegally for reporting in good faith to human resources. Respondents quickly fired me due to me reporting their violations and putting in statements for other employees that I saw being harassed as well. Respondents Teamsters only took my dues money and never fight for me at all. No back pay, No pension pay, NO Servevance pay, No settlements as of yet still to this day they haven't contacted me about pay or helped me in no way just sending things about my 401K this is why the Justices should approve the rehearing.

Respondents violated their own contract terms when disciplining a employee by not using their own 'JUST CAUSE EFFECT'. Petitioner Gross was always retaliated upon just for exercising my rights and reporting in good- faith. Respondents violated public policy firing with no cause of action. Petitioner Gross took a leave and was fired after I returned to work. Respondents UPS violated state laws under the provisions of the FMLA firing after taking a protective leave. All though Georgia is an at-will employment state, an employer cannot fire an employee if it would violate the terms of a contract. Which respondent UPS did violate the terms of the contract. Can this case be settled by the JUSTICES of the supreme court of the United States please!!This case has taken a toll on my life since 2020.

Contract Claim please review a District court's decision to decline supplemental jurisdiction over a state law claim for abuse of discretion shotz v. city of plantation, 344F3d. 1161, 1185 (11<sup>th</sup> Cir 2003).The LMRA authorizes Federal actions for a "violation of contracts between an employer and a labor organization representing employees '29 U.S.C 185(a). To ensure the uniform interpretation of collective bargaining agreements, the LMRA" completely preempts state-Law claims... that require the interpretation or application of a collective bargaining agreement.

Atwater V. Nat'l football league players Ass'n 626 F3d. 1170,1176 (11<sup>th</sup> Cir 2010).Therefore, when the resolution of a state law claim is substantially, dependent upon the terms of a collective bargaining agreement the claim should be treated as a 301 claim. Bartholomew v. AGL Res, INC 361Fd. 1333, 1342 (11<sup>th</sup> Cir 2004).Courts previously found that a complaint meets the requirements of Rule 8 even where it does not specifically mention a collective bargaining agreement, but also where the term of the collective bargaining agreement will and did determine whether the Union and the employer did breach the contract agreement claim under 301 of the labor relations Act (LMRA) 29. U.S.C 185. When considering all the complaints petitioner put in Petitioner plausible stated Title VII claims against UPS for hostile work environment and retaliation and sexual harassment. This is another reason why I consider this Supreme Court to consider my Petition for rehearing respectfully, it's so needed my life depends on the outcome of this case rehearing is accordingly warranted. I thank all Justices for their time to rehear my case please.

Respectfully submitted,



By Saretta M. Gross

Pro'se Petitioner

Dated this 30<sup>th</sup> day of January 2025.

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PRO SE PETITIONER

VS.

UNITED PARCEL SERVICE

TEAMSTERS LOCAL 728

RESPONDENTS

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Rule 44.2 CERTIFICATE OF COUNSEL

I Saretta M. Gross counsel for pro'se petitioner hereby, certify that the attached petition for Re hearing of an order denying writ of certiorari is restricted to the grounds specified in rule 44.2: it is limited to intervening circumstances of a substantial or controlling effect or to other substantial grounds previously not presented. Petitioner further certifies that the attached petition is presented in good good faith and not for Delay.



By Saretta M Gross

P.O Box 942

Mableton, Georgia 30126

470-623-3324  
JAN 30, 2025

No. 24-5789

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SUPREME COURT OF THE UNITED STATES

Saretta M. Gross Prase PETITIONER  
(Your Name)

VS.

United Parcel Service et al RESPONDENT(S)

**PROOF OF SERVICE**

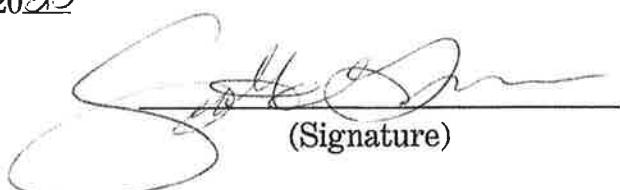
I, Saretta M. Gross, do swear or declare that on this date, January 30<sup>th</sup>, 2025, as required by Supreme Court Rule 29 I have served the enclosed MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS and PETITION FOR A WRIT OF CERTIORARI on each party to the above proceeding or that party's counsel, and on every other person required to be served, by depositing an envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by delivery to a third-party commercial carrier for delivery within 3 calendar days.

The names and addresses of those served are as follows:

CSC of Cobb County, Inc 192 Anderson street, SE suite 125  
Marietta, Georgia 30060, USA (UPS) register Agent Michael B. Schefield  
Teamsters local 728 Staniford Fagan ILC 2540 Lakewood Ave SW  
Atlanta, Georgia 30315 (Union)

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 30<sup>th</sup>, 2025

  
(Signature)