No. _____

In the

Supreme Court of the United States

Gennady Y. Paremsky,
Petitioner,

v.

Ingham County, Ingham County Medical Care Facility, County Respondents,
Greta Wu, Kim Coleman, Bruce Bragg, Leslie M. Shanlian, Jennifer Mack, Respondents/ County Officials In their Official and Personal Capacities,
Jill Hookey, Jason Koontz, Jennifer Fields, Respondents/Officials of State Agency In Their Personal Capacities

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On Petition For a Writ Of Certiorari To The Michigan Supreme Court

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PETITION FOR A WRIT OF CERTIORARI

Elena A. Paremsky (MI P62996)
Counsel Of Record/Attorney for Petitioner
993 Bray Road Williamston, Michigan 48895
email: eparemsky@hotmail.com
Tel. 517-575-7123

QUESTIONS PRESENTED

I. Did Michigan Ingham County and its officials Greta Wu, Kim Coleman, Bruce Bragg, Leslie M. Shanlian, Jennifer Mack violate U.S. Const. amend. V, XIV Takings Clause, Due Process and Equal Protection clauses when they removed Petitioner's already earned 572 hours worth $22,656.92 from his personal payroll account and took it for public use without compensation, notice or hearing and while they paid for such already earned hours to other employees?

II. Did the state officials Jill Hookey, Jason Koontz, and Jennifer Fields in their personal capacities violate Petitioner's constitutional due process and equal protection rights when they, contrary to their duties, refused to apply the state mandatory PTO payout guidelines to the Respondent ICMCF's PTO policy and relieved Respondent ICMCF from paying Petitioner his already earned and unpaid PTO of $26,241.63 when other similarly situated claimants routinely received unpaid PTO and there was no rational basis not to require pay of the already earned compensation to Petitioner?

III. Did the Michigan courts violate the U.S. Const. Article I, Section 10 Contract clause when they impaired Respondent ICMCF's obligation of the implied/oral PTO contract with Petitioner by relieving Respondent ICMCF from paying Petitioner his already earned PTO compensation pursuant to his oral/implied agreement with County Respondents?

IV. Did the Michigan judges and the state officials Jill Hookey, Jason Koontz, and Jennifer

Fields in their personal capacities enable Respondent-Employer's theft of Petitioner-Employee's earnings of $26,241.63 and Respondent-Employer's tax evasion scheme by which Employer failed to report such earnings and pay $4,014.96 FICA taxes on them, which resulted in Respondent ICMCF's violations of not only state laws, but also federal laws of Social Security, IRS, and the RICO[1] Act?

PARTIES TO THE PROCEEDINGS

Petitioner Gennady Y. Paremsky, was Plaintiff/ Appellant in the courts below and a former employee of Respondent Ingham County Medical Care Facility

Respondents Ingham County Medical Care Facility, a division of Respondent Ingham County is a former employer of Petitioner

Respondents Greta Wu, Kim Coleman, Bruce Bragg, Leslie M. Shanlian, Jennifer Mack are former officials of the Ingham County, in their official and personal capacities

Respondents Jill Hookey, Jason Koontz, and Jennifer Fields are Michigan State Wage and Hour Division officials in their personal capacities

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[1] Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 96

CORPORATE DISCLOSURE

Petitioner is an individual and is not a subsidiary or affiliate of a publically owned corporation.

RELATED PROCEEDINGS

Paremsky v. ICMCF, No. 21-000634-CK, Ingham County Circuit Court. Order entered on November 16, 2022.

Paremsky v. ICMCF, No. 364046, Michigan Court of Appeals. Opinion issued on February 15, 2024.

Paremsky v. ICMCF, No. 167057, Michigan Supreme Court. Order entered on March 26, 2025.

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[2] https://www.michigan.gov/lara/bureau-list/moahr/regulatory/wage-hour (see 2014 Wage Hour Digest link)

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PETITION FOR A WRIT OF CERTIORARI

Petitioner Gennady Y. Paremsky, a former employee of Respondent ICMCF, a division of Ingham County, by his attorney Elena A. Paremsky, petitions this Court for a writ of certiorari to review the record of the Michigan Supreme Court that affirmed the lower courts' orders regarding

(1) County Respondents' removal from the Petitioner's payroll account of his already earned PTO compensation of 572 hours, worth $22,656.92 and taking it for public use without paying for it and without notice or hearing, and

(2) the state Agency's employees' refusal, contrary to their official duties, to apply the Michigan state mandatory payout requirements to Petitioner's claim under the PWFBA 390 of 1978 for Petitioner's already earned PTO compensation, which violated his due process and equal protection rights, while clear application of such instructions resulted in requiring compensation payouts to other similarly situated claimants.

OPINIONS BELOW

On March 26, 2025, the Michigan Supreme Court issued Order No.167057, which affirmed the Court of Appeals Order No.364046 and Ingham County 30th Circuit Court Final Order in No.21-000634-CK, (**Appendix**, 1a-43a).

JURISDICTION

Petitioner's Application to the Michigan Supreme Court for Leave to Appeal the Court of Appeals' order was denied on March 26, 2025 as to Petitioner's claims of the (1) County Respondents'

violation of the U.S. Constitution Takings clause and Petitioner's due process and equal protection rights when County Respondents removed Petitioner's 572 already earned PTO hours from the Petitioner's personal payroll account on October 23, 2020 without compensation, notice or hearing, and (2) state officials' refusal to apply mandatory guidelines to the Petitioner's claim for his earned and unpaid compensation of $26,241.63, which amounted to violation of his substantive due process rights. Petitioner invokes this Court's jurisdiction under 28 U.S.C. §1257, having timely filed this petition for a writ of certiorari within 90 days of the Michigan Supreme Court's order.

CONSTITUTIONAL PROVISIONS INVOLVED

United States Constitution, Article VI, Clause 2: "This Constitution, and the Laws of the United States... shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding."

United States Constitution, Amendment V: "No person shall... be deprived of life, liberty, or property, without due process of law, ... nor shall private property be taken for public use, without just compensation"

United States Constitution, Amendment XIV: "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due

process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

United States Constitution, Article I, Section 10: "No state shall pass any Law impairing obligation of contracts."

STATEMENT OF THE CASE

I. Michigan Government Employer removed Petitioner's property, his already earned PTO hours, from his personal payroll account and took it for public use without compensation, notice or hearing

The U.S. Constitution prohibits state governments from taking of private property without just compensation, notice and hearing. "[N]or shall private property be taken for public use, without just compensation." U.S. Const. amend. V. "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States. U.S. Const. amend. XIV. The United States Constitution guarantees that no person may be deprived of property without due process of law. US. Const., amend. V, XIV. "[D]ue process requires notice and an opportunity to be heard, including some type of hearing before deprivation of a property interest. *Dusenbery v. United States*, 534 U.S. 161, 167; 122 S.Ct. 694, 151 L.Ed.2d 597 (2002).

The U.S. Supreme Court has expressly prohibited state government employers from taking of employees' property without notice or hearing as doing so would violate government employees' constitutional due process rights. For example, a

government employee's property interest in continued just-cause employment cannot be taken away without notice or hearing by a government employer. *Ramsey v. Board of Educ of Whitley County, Ky*, 844 F.2d 1268 (6th Cir 1988), citing *Cleveland Board of Education v. Loudermill*, 470 U.S. 532, 543; 105 S. Ct. 1487, 1493, 84 L. Ed. 2d 494 (1985)." Taking an "identifiable 'parcel' of money" is a "'per se' violation[] of the Takings Clause." *AFT Mich v. State*, 315 Mich. App. 602, 893 N.W.2d 90 (2016), e.g. interest earned by lawyers' trust accounts and turned over to the states' legal aid charities is "a per se taking of private property." *Brown v. Legal Found* of Wash, 538 U.S. 216, 240, 123 S.Ct. 1406, 155 L.Ed.2d 376 (2003).

County Respondent Employer ICMCF, a division of Ingham County, had undisputedly removed Petitioner's property, his already earned PTO hours worth $22,656.92 at his hourly rate of $39.61, from the Petitioner's personal payroll account after Petitioner had already earned them by 10/04/2020, and after they were placed in his personal payroll account. **Appendix**, p. 41a. However, on 10/23/2020, Petitioner's personal payroll account only had 10.5 hours which were earned in the last pay period, the week of October 5, 2020. **Appendix**, p. 42a. Petitioner's already earned 572 PTO hours were physically removed by County Respondents from his payroll account on 10/23/20 without Petitioner's consent, compensation, notice or hearing in violation of Takings and Due process clauses of the U.S. Constitution, Amendments V, XIV. County Respondents converted Plaintiff's property to their use by transferring its monetary value from their liabilities account into the

asset/expenditures fund, although such PTO was actually "Due Within One Year." (**Appendix**, p. 44a).

II. State officials had refused to apply mandatory guidelines to Petitioner's claim for his already earned compensation, in violation of Petitioner's substantive due process rights

Petitioner's employment was terminated on October 5, 2020 by the newly hired Administrator Leslie Shanlian who then had hired her long-term friend Josie Hewitt as a Director of Operations to overtake part of the Petitioner's responsibilities. On the day of termination, Petitioner asked the County Respondent Jennifer Mack about the payment of his PTO contained in his personal payroll account. Respondent Mack said it would be done later. However, instead of a check, on October 23, 2020, Petitioner noticed that his already earned 572 hours were simply removed from his personal payroll account without any compensation, notice or hearing.

On November 24, 2020, Petitioner filed a claim with the State Agency to enforce the County Defendants' written PTO policies under the Payment of Wages and Fridge Benefits Act (PWFBA) 390 of 1978, pursuant to which County Defendants were obligated to pay him his already earned and unpaid PTO hours of 662.5 PTO hours worth $26,241.63, which included 572 hours removed and taken by County Respondents (**Appendix,** p. 41a), 10.5 hours (**Appendix,** p. 42a) still contained in his payroll account and 80 hours pursuant to an August 18, 2020 Memorandum **Appendix**, p. 43a.

According to the state mandatory guidelines

based on MCL 408.473 and MCL 408.474 of PWFBA, the state officials must require employers to pay the already earned PTO, absent an express forfeiture clause or forfeiture agreement. **Appendix** pp. 55a-66a. The only possible forfeiture of the already earned PTO pursuant to the County Respondents' written PTO policies was by those who worked for less than 12 months at the time of separation/termination or those who quit without a requisite notice. **Appendix**, p. 49a-54a. Petitioner had undisputedly worked for more than 20 years for County Respondents and did not quit without notice.

The original author of such PTO written policies as stated in 2003/2018 Compensation plans, the former Administrator Susan O'Shea, confirmed that under those policies "the PTO procedure for Management employees who resigned or were terminated was to pay out the unused earned PTO unless those employees quit without a notice or worked for less than a year." (**Appendix**, p. 48a).

Had the Michigan state officials apply the state mandatory guidelines to the Petitioner's claim based on the enforcement of the PWFBA which requires penalties for employers who do not pay employees their earned compensation when their written policies did not provide for forfeiture of the earnings at separation, only one outcome was possible - that the state officials must have required County Respondents to pay the already earned PTO compensation to Petitioner, in addition to attorney fees and penalties because such refusal to pay was wilful and intentional. They did not. The substantive cases provided in the Michigan state guidelines clearly show that employers of other similarly situated employees were required by the state to pay

their employees the already earned and unpaid PTO compensation when their written policies did not have forfeiture provisions. **Appendix**, p. 60a-64a.

III. The Michigan courts violated the U.S. Const. Art. I, Sec. 10 Contract clause by relieving Respondent ICMCF from paying Petitioner his already earned compensation

When the Respondent state officials refused to enforce the state law on mandatory payouts of the already earned PTO compensation absent the express forfeiture statements, Petitioner had to file his claims in the state circuit court as the state guidelines advised that when the state agency cannot enforce promises that were not written, claimants are advised to file their claims in courts on other legal grounds, such as breach of an oral/implied contract, etc. **Appendix**, p. 79-80a. In this case, Petitioner's claims were for County Respondents' breach of their oral/implied agreement, conversion, taking, and violations of Petitioner's due process when County Respondents physically removed and took his property without compensation, notice and hearing. Petitioner filed his claims on October 05, 2021 in the Michigan Circuit Court.

During his 20-year employment with County Respondents, Petitioner had an oral/implied agreement with County Respondents that he would earn his PTO compensation every pay period in addition to his wages at his pay rate of $39.61/hour and that it would be deposited into his personal payroll account. County Respondents were entrusted with safekeeping of such property, which Petitioner would cash out during his employment at mutually

agreeable times or at separation. "[T]he PTO procedure for Management employees who resigned or were terminated was to pay out the unused earned PTO unless those employees quit without a notice or worked for less than a year." **Appendix**, §19 at p. 48a, 41a, 42a.

The circuit court of Respondent Ingham County dismissed all of Petitioner's oral/ implied contract claims. The state's higher courts affirmed, which drastically impaired and nullified Petitioner's oral/implied PTO compensation agreement with County Respondents who were relieved from paying the already earned compensation to Petitioner. Such state action by the Michigan judiciary had resulted in violation of the U.S. Const. Article I, Section 10 Contract clause, which prohibits such impairment by the state actors. The state actors include judiciary. *Shelley v. Kraemer*, 334 U.S. 1, S.Ct. 836, 92 L.Ed. 1161, 3 A.L.R. 2d 441(1948).

IV. County Respondents' taking of the Petitioner's substantial property, his significant ($26,241.63) earnings, is in violation of other federal laws

Michigan judges and the state officials Jill Hookey, Jason Koontz, and Jennifer Fields in their personal capacities enabled Respondent-Employer's theft of Petitioner's earnings of $26,241.63 and Respondent-Employer's tax evasion by which County Respondents had failed to report such Petitioner's earnings and failed to pay $4,014.96 FICA taxes on them, which resulted in County Respondents' violations of federal laws of Social Security, IRS, and the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 96.

REASONS FOR GRANTING THE WRIT

The Michigan Supreme Court affirmed the lower courts' decisions which dismissed Petitioner's claims to recover his private property - the already earned PTO hours valued at $26,241.63 under the oral/implied contract, which County Respondents took from Petitioner's payroll without compensation, notice or hearing. Such decision is in direct conflict with the U.S. Const. Takings Clause, Due Process, Equal Protection, and Contract clauses. The Michigan Supreme Court also affirmed the lower courts' dismissal of the action against the state Wage and Hour Division officials Jill Hookey, Jason Koontz, and Jennifer Fields in their personal capacities who, contrary to their duties, refused to apply the mandatory guidelines to the County Respondent's written PTO policy in violation of Petitioner's substantive due process rights, which relieved County Respondents from paying Petitioner his already earned and unpaid PTO of $26,241.63 without any rational basis when other similarly situated claimants received their unpaid PTO.

I. This Court should grant review and reverse the Michigan Supreme Court's decision which affirmed County/Respondents' unconstitutional taking of Petitioner's property without compensation, notice, or hearing

A. Michigan local government employer took Petitioner's property from his payroll account

Private property shall not be taken for public use, without just compensation. U.S. Const. amend.

V, XIV. "Vacation with pay constitutes additional wages for services already performed." *International Ass'n of Machinists and Aerospace Workers, Local Lodge 2369 v. Oxco Brush Div. of Vistron Corp*, 517 F.2d 239 (6th Cir. 1975). Taking an "identifiable 'parcel' of money" is a "'per se' violation[] of the Takings Clause." *AFT Mich v. State*, 315 Mich. App. 602, 893 N.W.2d 90 (2016), e.g. interest earned by lawyers' trust accounts and turned over to the states' legal aid charities is "a per se taking of private property." *Brown v Legal Found* of Wash, 538 U.S. 216, 240, 123 S.Ct. 1406, 155 L.Ed.2d 376 (2003). "[A] property owner has a claim for a violation of the Takings Clause as soon as a government takes his property for public use without paying for it." *Knick v. Twp of Scott*, 588 U.S. ___, 139 S.Ct. 2162, 204 L.Ed.2d 558 (2019). 42 U.S.C. §1983/1988 provide for recovery of damages and the claimant's attorney fees to be assessed against any "person," including public employees in their *personal* capacity, and counties and their departments (*Monell v. Department of Social Services*, 436 U.S. 658 (1978)), who "under color of state law" deprives someone of federal constitutional rights.

The U.S. Supreme Court has repeatedly prohibited state government employers from taking of employees' property without a notice or a hearing which violates state employees' constitutional due process rights. For example, a government employee's property interest in continued just-cause employment cannot be taken away without a notice or a hearing. "[T]he Supreme Court has held repeatedly that the property interest in a person's means of livelihood is one of the most significant that an individual can possess.' *Ramsey v. Board of Educ. of Whitley County, Ky*, 844 F.2d 1268 (6th Cir. 1988),

citing *Cleveland Board of Education v. Loudermill*, 470 U.S. 532, 543; 105 S.Ct. 1487, 1493, 84 L.Ed. 2d 494 (1985)."

In this case, Petitioner had property interest in his already earned 572 PTO hours worth $22,656.92 at his hourly rate of $39.61, which were placed into his personal payroll account *after he earned* them having exchanged his labor for them. **Appendix**, p. 41a. County Respondents, county governmental units and their officials, undisputedly removed the Petitioner's property of his already earned 572 hours worth $22,656.92 from his personal payroll account and took it for public use by transferring its monetary value from their liabilities into the assets/county spending funds instead of paying it to Petitioner "within a year." **Appendix**, p. 44a. Petitioner's last payroll record (**Appendix**, p. 42a) only listed 10.5 hours earned for the last pay period, after the County Respondents removed and converted to their use his already earned 572 hours. **Appendix**, p. 41a. County Respondents had undisputedly paid $0 to Petitioner for his 572 earned hours which were worth $22,656.92 at his undisputed hourly rate of $39.61. **Appendix**, p. 41a.

The Michigan courts erroneously ruled that the prior 2020 Wage and Hour Division ("WHD")'s Administrative Determination, which could only enforce the County Respondents' written PTO statements, collaterally estopped Petitioner's claims based on oral/implied agreement, conversion, fraud, and violation of Respondent's constitutional rights. However, Petitioner had never put such issues in litigation in the limited state agency proceedings, which could enforce the Appellee-Employer's *written* policy statements only. Administrative procedures

undisputedly did not allow for litigation of Appellant's claims based on his oral/implied agreement with Appellee ICMCF, conversion, fraud, and violation of his constitutional rights by state officials in their personal capacities during the agency's review by such officials.

The state administrative proceedings were only limited to determination of whether the County Respondents violated the Michigan state PWFBA act 390 of 1978 by not following its written PTO policy statements, which would result in a criminal prosecution for such violations, but did not allow for filing of other civil claims against County Respondents. In fact, the WHD routinely advises claimants to file claims based on oral/implied promises and for other relief in the courts of general jurisdiction. The Agency recognizes its limited jurisdiction and expressly advises claimants to address courts of general jurisdiction if a policy is not written, since "[t]he relief available via circuit court is more complete than that available under the Act." 80-961 *Matras v. Architectural Research* (1981).[1] **Appendix**, p. 79a. For example, "ER had a verbal vacation policy whereby EE was due two weeks' vacation," but written policy on compensatory time. "EE may seek relief in a court of general jurisdiction" regarding a verbal vacation policy. 83-3454 *Crane v. Wagner-Stark-Moore Memorial Chapel. Inc* (1984). **Appendix**, p. 80a.[2] Even if the agency officials decided not to enforce the written policy as written, contrary to the WHD mandatory guidelines, they never ruled on or could have ruled on Petitioner's

[1] https://www.michigan.gov/lara/bureau-list/moahr/regulatory/wage-hour (see 2014 Wage Hour Digest link)

[2] https://www.michigan.gov/lara/bureau-list/moahr/regulatory/wage-hour (see 2014 Wage Hour Digest link)

claims based on County Respondents' breach of the oral/implied agreement, conversion, or constitutional violations by County Respondents, while such issues were NEVER put in litigation by a complaint before the WHD division or otherwise, prior to this action.

This Court should intervene and reverse such Michigan courts' ruling as it is directly contrary to the Takings clause of the U.S. Constitution.

B. Michigan local government took Petitioner-employee's property without notice and hearing

The United States Constitution guarantees that no person may be deprived of life, liberty, or property without due process of law. US. Const., amend. V, XIV. "[D]ue process requires notice and an opportunity to be heard, including some type of hearing before deprivation of a property interest. *Dusenbery v. United States*, 534 U.S. 161, 167; 122 S.Ct. 694, 151 L.Ed.2d 597 (2002).

Petitioner had a property interest in his earned 572 hours worth $22,656.92 at his hourly rate of $39.61, which were placed into his personal payroll account *after* he had already *earned* them. **Appendix**, p. 41a. County Respondents removed Petitioner's property of earned 572 PTO hours worth $22,656.92 from his personal payroll account and transferred its monetary value from their liabilities into the assets/spending fund instead of paying it to Petitioner "within a year." **Petitioner's Appendix**, p. 44a. County Respondents had undisputedly not given Petitioner any notice or opportunity to be heard prior to removal and taking of his property - his undisputedly earned 572 PTO hours worth

$22,656.92 - from his payroll account in violation of Petitioner's procedural due process guarantees, which resulted in his damages in such amount and attorney fees. This Court should intervene and reverse such Michigan courts' ruling as it is contrary to the due process clause of the U.S. Constitution.

II. Michigan state officials violated Petitioner's due process rights when they refused to apply the state mandatory guidelines to his claim for his unpaid and already earned PTO

In *Hafer v. Melo*, 502 U.S. 21, 112 S.Ct. 358, 116 L.Ed.2d 301 (1991), the United States Supreme Court held that state officers may be held personally liable for damages under § 1983 based upon actions taken under the color of state law, and that such officials are expressly not in privy with the state in an action against them because it is not the state, but such defendants personally would be liable for damages.

Under U.S. Constitution, Am. V and Am. XIV, no one may be deprived of life, liberty or property without due process of law. One of the requirements of substantive due process is the existence of "reasonably precise standards to be utilized by administrative agencies in the performance of delegated legislative tasks," as failure to adhere to the prescribed standards will violate the claimants' substantive due process rights. *Milford v. People's Community Hospital Authority,* 380 Mich. 49, 57-63; 155 N.W.2d 835 (1968). In this case, such standards included Michigan State Wage and Hour Division (WHD)'s mandatory adjudication policy A5.08, and substantive cases. They must be applied

to enforce employers' written policy statements. **Appendix**, pp. 55a-66a. "[I]t is corrupt for an officer purposely to violate the duties of his office... Any intentional and deliberate refusal by an officer to do what is unconditionally required of him by the obligations of his office is corrupt as the word is used in this connection because he is not permitted to set up his own judgment in opposition to the positive requirement of the law. ... [F]or non-discretionary acts, as here, the refusal to perform a required duty is corruption per se." *Perkins & Boyce, Criminal Law (3d ed.)*, p. 541-542, 546-547, cited in *People v Coutu* (On Rem) 235 Mich. App. 695, 705-706; 599 N.W.2d 556 (1999).

Respondents Koontz, Fields, Hookey violated their official duties because they refused to follow the WHD "reasonably precise standards to be utilized" (*Milford*, Supra) while adjudicating the Petitioner's claim. Either *"corrupt* or egregious conduct that so shocks the conscience as to give rise to a due process claim. *Mettler Walloon v. Melrose Twp*, 281 Mich. App. 184, 212; 761 N.W.2d 293 (2008). In this case, it was the corrupt conduct of Respondents, who refused to perform their duties according to the prescribed standards, which resulted in violation of Petitioner's substantive due process rights.

Here is a direct application of the state mandatory guidelines to Petitioner's claim in accordance with its policy manuals, substantive cases and other instructions (**Appendix**, pp. 55a-66a) for application of MCL 408.474[3]:

[3] "An employer shall not withhold a payment of compensation due an employee as a fringe benefit to be paid at a termination

"2. Wage and Hour shall order payment of compensation due an employee for defined fringe benefits if the employee is due the benefit according to the terms and conditions of the written policy or contract, and:
...
d. The fringe benefit has not been used but is a benefit payable to an employee at the end of employment in accordance with the express terms and conditions of the written agreement (**Appendix**, p. 55a-56a).

In this case, Employer's written PTO policy stated that

(1) PTO credits were "*earned*": Employees "shall earn paid time off" "Per Pay Period" (**Appendix**, 41a, 50a, 52a), and by working in excess of the schedules. **Appendix**, p. 43a).

(2) "[S]hould [employee] decide to resign or face termination," Employer's Handbooks "Resignations" Sections listed information and "tasks... in the process of termination," including that:
"Your final check for remaining PTO days ... will be available two (2) weeks after you received your check for actual time worked." (**Appendix**, p. 49a).

(3) *Forfeiture Term No. 1 (at termination)*: "An employee, whose service with the Facility terminates

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date unless the withholding is agreed upon by written contract or a signed statement obtained with the full and free consent of the employee without intimidation or fear of discharge for refusing to agree to the withholding of the benefit." MCL 408.474

before completion of twelve (12) months of work, shall receive no paid time off pay." **Appendix**, p. 51a, 53a.

(4) *Forfeiture Term No. 2 (at resignation*): "An employee who has worked over twelve (12) continuous months will receive a lump sum payment for any unused paid time off due them if they provide a four (4) week notice prior to voluntary termination." **Appendix**, 51a, 53a.

(5) Administrator, who in 2003 drafted the PTO forfeiture terms which were also affirmed unchanged in the 2018 Plan had confirmed that

> "[T]he PTO procedure for Management employees who resigned or were terminated was to pay out the unused earned PTO, unless those employees quit without a notice or worked for less than a year. **Appendix**, 48a(§19).

(6) Respondent's written PTO policy undisputedly did <u>*not*</u> have a written term for the earned PTO forfeiture at involuntary terminations. **Appendix**, 49a-54a.

The WHD's substantive cases, in which WHD had affirmatively required pay of the already earned vacation with pay/ PTO compensation to similarly situated employees at termination of employment, absent any express written forfeiture terms to the contrary are as follows[4]:

1. 68, 80-686 *Bostwick v. Diecast Corp* (1981):

[4] https://www.michigan.gov/lara/bureau-list/moahr/regulatory/wage-hour (Wage and Hour Digest Entries 2014 link)

"The [vacation pay] benefit was earned by EE and absent any provision in the agreement disqualifying EEs who do not work a full year or who terminate, the previously earned benefit must be paid."

2. 71, 80-962 *Petteys v. Riverside Pontiac-Buick-GMC* (1982): "ER may not cancel benefits already earned. ER violated Section 3 [M.C.L. 408.473]."

3. 85, 79-274 *Roeder v. David Carrigan & Associates, Inc.* (1980): "ER refused to pay EE's earned and unused vacation time at termination. ER claimed that since the written policy... contained no provision allowing vacation time to be carried over from year to year, it did not have to pay the benefit. ER violated Section 3... [A] benefit once earned must be paid."

4. 176, 81-2067 *Eddy v. Model Coverall Service, Inc* (1982): "Section 4 [M.C.L. 408.474] prohibits the withholding of compensation due an EE as a fringe benefit to be paid at a termination date unless the withholding is agreed upon by written contract or a signed statement from EE." No withholding is allowed when "[t]he record does not establish that the contract of employment permitted this deduction", and "EE did not authorize this deduction in writing."

5. 217, 82-2529 *Hines v. Cambridge Business Schools* (1982): "ER violated Section 4 for refusing to pay EE vacation earned upon termination. Neither of the written policies state that earned vacations must be forfeited if not taken, nor does it state that an earned vacation is lost if an EE is not employed during the vacation period."

6. 274 82-2996 *Jacobs v. Guardsmark, Inc.*: "Under the terms of ER's policy, an EE in good standing who is terminated ... is entitled to pay for accrued vacation time. The policy does not state that an EE who is discharged for cause forfeits accrued vacation time. Since documents which are ambiguous should be construed against the party drafting them, it is concluded that EE's accrued vacation benefit was not forfeited under paragraph 5 of ER's policy. ER violated Section 3 by failing to pay EE this vacation benefit."

7. 343, 83-3352 *Matsen v. Pediatric Associates of Farmington. PC* (1984): "[T]he written policy did not provide for forfeiting earned vacation. ER violated Section 4 for withholding compensation due EE as a fringe benefit to be paid at termination, without written consent or a written contract."

8. 370, 83-3495 *Corl v. Steketee's Audio Shop, Inc.* (1984): "Prior to discharge EE became eligible for payment of two weeks' vacation. ...ER violated Section 4 for withholding a fringe benefit [at termination] without EE's written consent."

9. 455, 84-4195 *Sams v. Midwestern Institute, Inc.* (1985): "The written policy clearly stated that each permanent EE was entitled to 10 vacation days per year on the anniversary date of employment at the rate of 3.34 hours per pay period. This means that once that precondition has been met, the EE may then exercise the right or claim to the 10 vacation days. The written policy also stated that accrued vacation days may be taken at any time during the year. ...ER violated Section 3 [M.C.L. 408.473] by failing to pay fringe benefits in accordance with the terms of the written policy, and

also Section 4, which prohibits ERs from withholding a payment of compensation due an EE as a fringe benefit to be paid at a termination date unless agreed to by the EE with a signed statement."

10. 544, 84-4260 *Kalajian v. Grosse Pointe Farms Municipal Court* (1985): "EE earned 120 hours of vacation for which she had not been paid. [At termination], ER deducted 68 hours to offset excess sick time used without her written consent. ER violated Section 4 by failing to pay EE vacation benefits owed."

11. 653, 85-5015 *Sokol v. Tradin' Times, Inc.* (1986): "[V]acation benefits were provided in ER's Employee Handbook... ER violated Section 4 by failing to pay vacation benefits. ER did not meet its burden of proving vacation benefits were not due."

12. 672, 85-5060 *Higham v. Clark's Store Fixtures, Inc.* (1986): "There was a written policy statement for vacation pay. ...ER violated Section 4 for failure to pay unused vacation benefits earned. Section 3 requires payment of fringe benefits contained in a written contract or policy. "

13. 727, 87-6309 *Oglesby v. Wedtech of Michigan, Inc.* (1987): "[A] portion of [EE's] owed fringe benefits were used ... [to pay for medical insurance]. This was a violation of Section 4, since EE did not give written consent for the deduction."

14. 729, 86-5531 *Scott v. National Janitors Supply Co.* (1987): "EE used one of two weeks' vacation earned prior to his termination. ER's... policy requiring EEs to lose unused vacation at termination was not in the written policy. ER

violated Section 3 by failing to pay vacation according to written policy, and Section 4 for withholding EE's vacation pay without written consent. The requirement that EEs must use vacation time in the year it is earned does not preclude them from being paid for unused vacation earned during the year of termination."

15. 1625, *2009-489 Witherow v Mead & White Electrical Contractors, Inc.* (2009): "The ER employee policy handbook stated, '[a]fter one year of service... you become eligible for one week of paid vacation.' The policy was silent as to whether EE was still eligible for the vacation pay if EE resigned. In the absence of language to the contrary... EE was eligible for the vacation pay. The ALJ cited *Langager v. Crazy Creek*, 287 Mont. 445, 455; 954 P.2d 1169 (1998).... The written vacation pay policy in *Langager* was also silent. In *Langager*, the Montana Supreme Court found vacation pay is a vested contractual benefit earned by virtue of an EE's labor and the right to the benefit vests when the labor is performed. *Id.* Here, the vacation pay vested after the one year anniversary of EE's employment."

16. 1473, 98-1178 *Billenstein v Centennial Michigan RSA 7 Cellular Corporation* (1999): Employer's policy provision that "no wages are due to an employee who separates before the 15th of the month" was unlawful because "it is against public policy for employees to work without compensation."

In this case, Michigan state officials refused to apply mandatory policy A5.08, General Entries requirements, and substantive cases guidelines

(**Appendix**, p. 55a-66a) [5] to the Petitioner's claim for his already earned but unpaid compensation, and denied payment of his already earned compensation contrary to Respondents' PTO written policies that PTO is earned very pay period, it must be paid to employees at separation (**Appendix**, p. 49a), and at most could be forfeited at separation from employment only by working for less than 12 months, quitting without a notice (**Appendix**, 51a, 53a, 48a(§19)), or by employee's express written agreement. MCL 408.474.

42 U.S.C §1983 allows damages to assessed against any "person, including public employees in their personal capacity, who "under color of state law" deprives someone of federal constitutional rights. All government employees are "persons" under §1983 and can be sued for anything they do at work that violates clearly established constitutional rights. *Hafer,* Supra. Petitioner sued Michigan state officials in their individual capacities because they refused to apply mandatory rules to the Petitioner's claim for his unpaid earnings, by which they relieved county Respondents from paying Petitioner for his services already performed.

State officials' conduct was intentional, grossly reckless, and undertaken with complete indifference to Petitioner's rights to be free from violations of the Fifth and Fourteenth Amendments to the United States Constitution. "[I]t is clear that individual government employees cannot seek immunity for their intentional torts. *Jones v Powell,* 462 Mich 329, 612 NW2d 423 (2000). No immunity is available either for "grossly negligent" conduct. MCL

[5] https://www.michigan.gov/lara/bureau-list/moahr/regulatory/wage-hour

691.1407(2)((c). No immunity is available to state officials because they intentionally and grossly negligently refused to follow the prescribed adjudication standards even after Petitioner had repeatedly requested for them to do so. Petitioner has previously suffered and continues to suffer and be entitled to an award of damages as result of State Respondents' violation of his rights under the United States Constitution.

Equal protection of the law is guaranteed by the U.S. Constitution, Amendments V, XIV. "The United States Supreme Court allows such 'class of one' claims to be brought, but requires a plaintiff to show that it was actually treated differently from others similarly situated and that no rational basis exists for the dissimilar treatment. *Willowbrook v. Olech*, 528 U.S. 562, 564; 120 S.Ct 1073; 145 L.Ed 2d 1060 (2000). [T]he plaintiff is not required to "demonstrate an exact correlation ... in order for the two to be considered `similarly-situated'; rather . . [they] must be similar in `all of the relevant aspects.'" *Ercegovich v. Goodyear Tire & Rubber Co*, 154 F.3d 344, 352 (6th Cir. 1998). The relevant aspects are that Petitioner (1) had earned but unpaid PTO compensation at termination, (2) worked not less than for 12 months prior to termination, (3) did not quit without a required notice, and (4) his employment was terminated.

State officials denied Petitioner his constitutional equal protection guarantees without any rational basis, when they refused to enforce the PWFBA which relieved County Respondents from paying Petitioner his earned PTO compensation while the WHD standards require such pay for other similarly situated employees who have earned PTO

according to express written terms of the employers' written policy, have not forfeited it under the express written terms, even if the written policy is "silent" as to payout to specific groups of employees or employees in general. **Appendix**, 63a (Witherow v. Mead (2009), 60a-62a.

This Court should intervene because Michigan state officials in their personal capacities had refused to apply mandatory instructions to the Petitioner's compensation claim while providing such analysis in other cases as evidenced by other cases, and had caused deprivation of Petitioner's federal constitutional rights of substantive due process and equal protection, which resulted in the Petitioner's substantial damages.

III. Michigan state judges violated the U.S. Const. Art. I, Sec. 10 Contract clause by relieving the state local government from its contractual obligations to pay Petitioner his already earned PTO compensation

U.S. Constitution, Article I, Section 10, Clause 1 prohibit states from passing laws that would impair obligation of contracts:

> *No State shall ... pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts*

"A contract of hire need not be bilateral, it may be unilateral: an offer of compensation which may be accepted by doing the expected work." *Higgins v. Monroe Evening News*, 404 Mich. 1, 32; 272 N.W.2d 537 (1978). The terms of an oral agreement may be

demonstrated by the course of dealing and performance between contracting parties. *State Bank of Standish v. Curry*, 442 Mich. 76, 86; 500 N.W.2d 104 (1993).

In *Shelley v. Kraemer*, 334 US 1, S.Ct. 836, 92 L.Ed. 1161, 3 A.L.R 2d 441(1948), the United States Supreme Court expressly affirmed that the action by the judiciary is a state action:

> [T]he action of state courts and judicial officers in their official capacities is to be regarded as action of the State within the meaning of the Fourteenth Amendment is a proposition which has long been established by decisions of this Court. ... 'It is doubtless true that a State may act through different agencies, either by its legislative, its executive, or its judicial authorities, and the prohibitions of the amendment extend to all action of the State denying equal protection of the laws, whether it be action by one of these agencies or by another.' (citations omitted).

Petitioner had an oral/implied contract to earn PTO hours, worth his hourly rate of $39.61, which were placed in his payroll account (**Appendix**, p. 41a, 42a), and additional hours/days pursuant to terms stated in a memorandum (**Appendix**, p. 43a), which were available for his use once earned. County Respondents refused to pay Petitioner his earnings at termination and the Michigan courts have affirmed such refusal, relieving Respondents from their contractual obligations to pay the already earned compensation of $26,241.63 to Petitioner. The state, through its judicial officers violated the Contract clause, which resulted in Petitioner's

damages of $26,241.63, which represent his earnings, the majority of which was removed from his payroll account after it was already earned.

This Court should intervene and reverse the Michigan courts' ruling which impaired Petitioner's agreement with County Government Respondents by relieving them from their contractual duty to pay Petitioner his earnings after they were earned in exchange for his services already performed.

IV. Michigan judges and the state government officials enabled County Government Respondents' violations of federal laws of Social Security, IRS, and the RICO[6] Act

Government and private employers alike must report employees' earnings to the Internal Revenue Service and submit withholdings of income, social security and Medicare tax on such income to the IRS. 26 C.F.R. §601.401(a). RICO makes it a crime "for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise's affairs through a pattern of racketeering activity." 18 U.S.C. 96 §1962(c). "Racketeering activity" includes "any act which is indictable under any of the following provisions of title 18, United States Code: ...section 1341 [18 U.S.C. 96 § 1341] (mail fraud), section 1343 [18 U.S.C. 96 §1343] (wire fraud)." *Id*. §1961(1).

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[6] Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. 96

In this case, County Respondents employed a scheme to have its employees, including Petitioner, earn PTO compensation at their hourly rates, discourage employees from taking time off claiming short-staffing, and then refuse to pay the already earned compensation at termination. Such earned PTO credits were even removed from Petitioner's payroll account (**Appendix**, pp. 41a-42a), and their value was transferred from County Respondents' liabilities into County Respondent's assets, without paying any employment taxes. County Respondents had failed to pay $4,014.96 FICA taxes on Petitioner's PTO compensation of $26,241.63 in 2020 by refusing to pay him his already earned PTO compensation at termination.

The conduct of County Respondents, aided by the Michigan state officials, amounted to a common illegal enterprise, the purpose of which was to defraud tax authorities and employees in order to realize greater profits - by both keeping the benefit of the employees performed services and not paying for such services. To further its fraudulent scheme, Respondents committed mail fraud and wire fraud by sending fraudulent pay stubs, W-2 forms, rulings, and other documents through the mail and the wires. County Respondents had engaged in tax evasion by under-reporting the income that Petitioner had earned and failing to pay the required withholdings to tax authorities on the earnings. County Respondents decreased the Petitioner's taxable income in 2020 by not properly reporting his already earned $26,241.63 PTO compensation to the tax authorities, which deprived the Social Security Administration of the $4,014.96 FICA contribution on this amount in 2020 and decreased Petitioner's future social security benefits.

CONCLUSION AND RELIEF REQUESTED

Pursuant to 28 U.S.C. §1257(a), this Court has jurisdiction to review rulings in this case by a writ of certiorari and reverse such erroneous decisions when the highest Michigan state court nullified Petitioner's labor agreement with County Respondents and affirmed County Respondents' taking of the Petitioner's property without compensation, notice, or hearing in violation of Petitioner's constitutional due process and equal protection rights. This amounted to theft of Petitioner's substantial (26,241.63) earnings by the local government employer with the help of the state officials in their personal capacities, while the state routinely required other similarly situated employers to pay the already earned PTO compensation to their employees. Pursuant to U.S.Sup.Ct.R.10, the reasons for granting the writ are compelling because the part of Michigan Supreme Court's 03-26-25 order which impaired and nullified the County Respondents' obligation on their oral/implied $26,241.63 PTO agreement with Petitioner, is contrary to the the U.S. Constitution, federal statutes, and rulings of the U.S. Supreme Court and U.S. Circuit Courts.

DATED this 14th Day of June, 2025.

Respectfully Submitted,
/s/ *Elena A. Paremsky*

Elena A. Paremsky (MI P62996)
Counsel Of Record
993 Bray Road,
Williamston, Michigan 48895
Tel. 517-575-7123
Attorney for Petitioner

CERTIFICATE OF WORD COUNT

Case No.
Case Name: Paremsky v. Ingham County, et al.

Title: Petition for a Writ of Certiorari

Pursuant to Rule 33.1(h) of the Rules of this Court, I certify that the foregoing Petition for Writ of Certiorari, which was prepared using Century Schoolbook 12-point typeface, contains 6,729 words, excluding the parts of the document that are exempted by Rule 33.1(d). This certificate was prepared in reliance on the word-count function of the word-processing system (Microsoft Word) used to prepare the document.

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

DATED this 14th day of June, 2025.

Respectfully submitted,

/s/ *Elena A. Paremsky*

_____

Elena A. Paremsky (MI P62996)
Counsel Of Record
993 Bray Road
Williamston, Michigan 48895
email: eparemsky@hotmail.com
Tel. 517-575-7123
Attorney for Petitioner