UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 22-61651-CIV-SINGHAL

GRACE FLANNERY and MIA CRAIN,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

SPIRIT AIRLINES, INC.,

Defendant.
_____/

ORDER

THIS CAUSE is before the Court on Defendant's Partial Motion to Dismiss First Amended Class Action Complaint (DE [18]). The motion is fully briefed and ripe for review. For the reasons discussed below, the motion is granted.

I. INTRODUCTION

Plaintiffs Grace Flannery ("Flannery") and Mia Crain ("Crain") are former and current flight attendants for Spirit Airlines, Inc. ("Spirit"), respectively. They have filed a class action complaint against Spirit, alleging that Spirit's leave policies violate the federal Family and Medical Leave Act ("FMLA"), 29 U.S.C. § 2601, *et seq.*

To be eligible for FMLA leave, a flight attendant must meet an "hours of service requirement." This requirement is satisfied if during the previous 12 months, the flight attendant has "worked or been paid for not less than 60 percent of [his or her] applicable monthly guarantee"; and "worked or been paid for not less than 504 hours." Amended Complaint (DE [15] ¶ 13); 29 C.F.R. § 825.801; 29 U.S.C. § 2611.

Plaintiffs first allege that Spirit's Collective Bargaining Agreement ("CBA") with the flight attendants' union requires flight attendants to have worked 520 hours in the previous

12 months to be eligible for FMLA leave, contrary to the FMLA statute. *Id.* ¶ 19-20. Next, Plaintiffs allege that Spirit improperly calculates their hours worked by including only "block hours" and not "duty hours,"[1] thus shortchanging their accumulated hours. *Id.* ¶¶ 22-23. Third, Plaintiffs allege that Spirit failed to count toward hours worked the 36-hours per month paid voluntary leave ("CVTO/EVTO") taken by some flight attendants under several "Memorandum of Understandings" between Spirit and the union during the COVID-19 crisis. *Id.* ¶¶ 25-33.

Plaintiffs also allege that certain language in Spirit's FMLA policy does not comply with the FMLA statute. The FMLA statute grants eligible workers 72 days of leave, but Spirit's FMLA policy allegedly provides 12 weeks of FMLA leave. *Id.* ¶ 35. Further, the FMLA statute states that eligible employees are entitled to 156 days in a 12-month period to care for a covered service member, but Spirit's FMLA policy grants up to 26 workweeks of such leave. *Id.* ¶ 36. Finally, Spirit's FMLA policy requires flight attendants to report FMLA leave no later than "3 business days from the start of the leave" but the statute provides that leave be reported within "3 days or as soon as practicable." *Id.* ¶ 37.

Flannery alleges that her requests for intermittent FMLA leave between August 2019 and August 2020 were ignored and/or denied. *Id.* ¶¶ 42-53. Flannery further alleges she was terminated from her employment in retaliation for attempting to enforce her FMLA rights and has included an individual claim for retaliation (Count III). Flannery does not allege the specific reasons[2] her FMLA requests were denied, but states that the Department of Labor found that Spirit failed to notify her of her rights under FMLA and

[1] According to Plaintiffs, "block" hours include the time the aircraft is not at the gate and "duty hours" include the time spent performing support duties that begin before an aircraft takes flight and after it lands. Amended Complaint (DE [15] ¶¶ 15-19).

[2] Flannery alleges that she worked the required 504 hours (DE [15] ¶ 41). Nowhere in the Amended Complaint does she does allege she was denied FMLA leave for not meeting the required hours of work.

failed to reinstate her. *Id.* ¶ 56. She also alleges that between September 2020 and April 2021, she was paid 36 hours per month for voluntary leave taken during COVID, but those hours were not included in her "hours of service" for purposes of FMLA.[3] *Id.* ¶ 62.

Crain alleges that she took CVTO/EVTO from June 2020 to December 2020 (and was paid for 36-hours each of those months, except July). *Id.* ¶ 85. She claims she was improperly denied FMLA leave in January 2021 because Spirit failed to properly include in her "hours worked" the 216 hours of CVTO/EVTO pay she received. *Id.* ¶ 89. Instead, she was only credited with having worked 327.04 hours in the prior 12 months. *Id.* ¶ 87. She alleges that had Spirit counted the CVTO/EVTO pay, she would have easily qualified for FMLA leave.[4] *Id.* ¶ 91.

The Amended Complaint seeks certification of the following class and subclass:

> **FMLA Class**
>
> All current and former flight attendants who were employed by Spirit and based in the United States, at any time during the period from three years prior to the filing of the original complaint in this action through the date of final judgment.
>
> **CVTO/EVTO Subclass**
>
> All current and former flight attendants who were employed by Spirit based in the United States and who took CVTO and/or EVTO leave, at any time from March 9, 2020, through the date of final judgment.

Id. ¶ 92. Count I alleges interference in violation of the FMLA on behalf of the FMLA class and Count II alleges interference in violation of the FMLA on behalf of the CVTO/EVTO subclass. Count III alleges retaliation in violation of the FMLA on behalf of Flannery.

[3] The Court notes that Flannery's CVTO/EVTO leave came *after* the period of her requested FMLA leave. *See* (DE [15] ¶¶

[4] Crain alleges she met the FMLA 504 hours of work requirement (DE [15] ¶ 84) but that statement is conclusory and contradicted by her allegation that she would have met the required hour threshold if her CVTO/EVTO pay were included. *Id.* ¶ 87-91.

Spirit moves to dismiss Counts I and II. As to Count I, Spirit contends that the unpaid leave available under the Collective Bargaining Agreement is separate from leave available to eligible employees under Spirit's FMLA policy and, therefore, the factual basis for Count I is incorrect and fails to state a claim as a matter of law. Spirit also argues that Plaintiffs have not alleged an injury caused by Spirit's alleged FMLA policy. Neither Plaintiff claims she was denied leave because she worked more than 504 hours but less than 520 hours. Spirit also argues that both Plaintiffs lack standing to pursue the claims arising from Spirit's definition of 12- and 26-weeks FMLA leave (as opposed to 72- and 156-days of leave) or the 3-day notice provision because they have suffered no injury in fact from those policies.

As to Count II, Spirit argues that the CVTO/EVTO paid leave is provided under a negotiated agreement with the flight attendants' union and, therefore, any disputes are preempted by the Railway Labor Act ("RLA"). As a result, Spirit argues that this Court lacks jurisdiction to hear the dispute about crediting CVTO/EVTO paid leave toward FMLA hours worked. Alternatively, Spirit argues that the FMLA does not require hours of paid leave to be counted as hours worked and, therefore, the CVTO/EVTO claim should be dismissed.

II. LEGAL STANDARDS

Federal Rules of Civil Procedure 8(a) requires "a short and plain statement of claims" that "will give the defendant fair notice of what the plaintiff's claim is and the ground on which it rests." Fed. R. Civ. P. 8(a). Where the court lacks subject matter jurisdiction, or the pleading fails to state a claim upon which relief can be granted, the claims should be dismissed. Fed. R. Civ. P. 12(b)(1), (6).

To survive a motion to dismiss, "factual allegations must be enough to raise a right to relief above the speculative level" and must be sufficient "to state a claim for relief that is plausible on its face." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). "The mere possibility the defendant acted unlawfully is insufficient to survive a motion to dismiss." *Sinaltrainal v. Coca-Cola Co.*, 578 F.3d 1252, 1261 (11th Cir. 2009), *abrogated on other grounds by Mohamad v. Palestinian Authority*, 566 U.S. 449 (2012).

The court must review the complaint in the light most favorable to the plaintiff, and it must generally accept the plaintiff's well-pleaded facts as true. *See Hishon v. King & Spalding*, 467 U.S. 69, 73 (1984). But "[c]onclusory allegations, unwarranted deductions of facts or legal conclusions masquerading as facts will not prevent dismissal." *Jackson v. BellSouth Telecommunications*, 372 F.3d 1250, 1262 (11th Cir. 2004) (citation omitted); *see also Iqbal*, 129 S. Ct. at 1949 ("[T]he tenet that a court must accept as true all of the allegations contained in a complaint is inapplicable to legal conclusions").

In considering a Rule 12(b)(6) motion to dismiss, the court's review is generally "limited to the four corners of the complaint." *Wilchombe v. TeeVee Toons, Inc.*, 555 F.3d 949, 959 (11th Cir. 2009) (quoting *St. George v. Pinellas Cty.*, 285 F.3d 1334, 1337 (11th Cir. 2002)). "[T]he court may consider a document attached to a motion to dismiss without converting the motion into one for summary judgment if the attached document is (1) central to the plaintiff's claim and (2) undisputed." *Day v. Taylor*, 400 F.3d 1272, 1276 (11th Cir. 2005). "In this context, 'undisputed' means that the authenticity of the document is not challenged." *Id.*

III. DISCUSSION

A. COUNT I

1. Spirit's FMLA Policy and Collective Bargaining Agreement

Spirit moves to dismiss Count I on the ground that its allegations are factually untrue and contradicted by Spirit's FMLA Policy. The CBA between Spirit and the union grants employees who worked 520 credit hours in the previous 12 months the right to take 12-months' leave for illness, birth or adoption of a child, or care of certain close family members. (DE [15] ¶ 19). Plaintiffs contend this Collective Bargaining Agreement violates the FMLA, which only requires that the employee has during the previous 12 months:

a. Worked or been paid for not less than 60 percent of the employee's applicable monthly guarantee; and
b. Worked or been paid for not less than 504 hours.

See 29 C.F.R. § 825.801; 29 U.S.C. § 2611.

Spirit argues Count I fails to state a claim because it is based upon the wrong policy. Plaintiffs cite the CBA, but Spirit contends that this benefit under the CBA is entirely separate from Spirit's FMLA Policy, which provides a lesser period of FMLA leave to qualified employees. In support, Spirit has attached a copy of Spirit's FMLA Policy.[5] *See* (DE [18-4]). Thus, Spirit argues that as a matter of law its FMLA Policy complies with the law.

The problem is that Spirit's purported FMLA Policy is attached to the Motion to Dismiss without any context. There is no affidavit attesting that the document is what it purports to be; the Court has no idea who prepared the document, who received it, or when the document was created. Plaintiffs rightly argue that the FMLA Policies attached to the Motion to Dismiss are not authenticated and cannot be considered at this stage.

[5] Spirit has attached two undated FMLA policies which were in effect at different times. They are referred to herein as a single FMLA Policy.

Although the Court may consider documents extraneous to the complaint at the motion to dismiss stage if the documents are central to the Plaintiffs' claims, the documents must also be uncontested. *Day,* 400 F.3d at 1276. Plaintiffs question the authenticity of the FMLA Policy attached to Defendant's Motion to Dismiss and Spirit has not provided any information about its authenticity. The Court agrees that it cannot consider the Policy as presented at this stage. For purposes of the Motion to Dismiss, Plaintiffs adequately allege that Spirit's FMLA requirements do not comport with federal law.

2. Standing to Raise an FMLA Claim Based on Spirit's FMLA Policy

The next issue is whether the Plaintiffs have adequately alleged that they were harmed by Spirit's FMLA Policy. This inquiry affects standing, which is jurisdictional. In a class action, the named plaintiffs must have standing to pursue their individual claims and the class claims. *Cordoba v. DIRECTV, LLC,* 942 F.3d 1259, 1264 (11th Cir. 2019).

Standing to bring and maintain a lawsuit is a fundamental component of a federal court's subject matter jurisdiction. *See Clapper v. Amnesty Int'l USA*, 133 S. Ct. 1138, 1146 (2013). "Standing to sue is a doctrine rooted in the traditional understanding of a case or controversy. The doctrine developed in our case law to ensure that federal courts do not exceed their authority as it has been traditionally understood." *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1547 (2016). "Because the question of Article III standing implicates subject matter jurisdiction, it must be addressed as a threshold matter prior to the merits of any underlying claims." *Gesten v. Burger King Corp.*, 2017 WL 4326101, at *1 (S.D. Fla. Sept. 27, 2017) (citing *Palm Beach Golf Ctr.-Boca, Inc. v. John G. Sarris, D.D.S., P.A.*, 781 F.3d 1245, 1250 (11th Cir. 2015)). "Typically, where standing is lacking, a court must dismiss the plaintiff's claim without prejudice." *McGee v. Solicitor General of Richmond Cty., Ga.*, 727 F.3d 1322, 1326 (11th Cir. 2013).

To establish standing, a plaintiff must show "(1) an injury in fact; (2) a causal connection between the injury and the alleged misconduct; and (3) a likelihood that the injury will be redressed by a favorable decision." *L.M.P. on behalf of E.P. v. Sch. Bd. of Broward Cty., Fla.*, 879 F.3d 1274, 1281 (11th Cir. 2018) (citing *Lujan v. Defs. of Wildlife,* 504 U.S. 555, 560-61 (1992)). "At the pleading stage, the plaintiff must clearly allege facts demonstrating each of these elements." *Gesten v. Burger King Corp*., 2017 WL 4326101, at *1 (S.D. Fla. Sept. 27, 2017) (citing *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1547 (2016), as revised (May 24, 2016)).

"Injury in fact is a constitutional requirement." *Spokeo, Inc.,* 136 S. Ct. at 1547–48 (quotations omitted). Injury in fact is an injury that is "concrete and particularized and actual or imminent." *Green-Cooper v. Brinker Int'l, Inc.*, _ F.4th _, 2023 WL 4446420, at *3 (11th Cir. July 11, 2023) (citing *Lujan*, 504 U.S. at 560–61). Concrete injury exists in "three kinds of harm: 1) tangible harms, like physical or monetary harms; 2) intangible harms, like injuries with a close relationship to harms traditionally recognized as providing a basis for lawsuits in American courts; and, finally, 3) a material risk of future harm when a plaintiff is seeking injunctive relief." *Id.* (quoting *TransUnion LLC v. Ramirez*, __U.S. __, 141 S. Ct. 2190, 2204, 2210 (2021)). A mere risk of future harm does not give rise to Article III standing for recovery of damages. *Id.*

a. "Hours Worked" Requirement

Plaintiffs allege that Spirit requires an excessive number of hours worked to qualify for FMLA leave and that Spirit incorrectly calculates the number of hours worked. Plaintiff Flannery alleges she was denied FMLA leave but never alleges that the denial was due to lack of qualifying hours. Thus, Flannery has not alleged any facts showing she has

been injured by the alleged "hours worked" policies[6] and, therefore, lacks standing to raise issues related to hours worked. Crain, on the other hand, alleges that she was denied FMLA leave because her qualifying hours were incorrectly calculated. She was credited with having worked 216 hours but if the 36 hours/month of CVTO/EVTO pay she received had been credited to her, she would have "worked" a total of 543.04 hours. (DE [15] ¶¶ 86, 87, 91). Crain, therefore, has alleged a "concrete injury" caused by Spirit's decision not to credit CVTO/EVTO pay as hours worked. This is the subject of Count II of the Complaint. She was not, however, injured by the alleged policy of requiring 520 hours rather than 504 hours to qualify for FMLA leave, as alleged in Count I. She too lacks standing to raise this claim.

b. Other FMLA Policies

As for the remaining challenges to Spirit's FMLA Policy, neither Plaintiff alleges any concrete injury caused by Spirit's alleged incorrect offer of 12 weeks of FMLA leave (as opposed to 72 days) or of 26 weeks to care for a covered service member with a serious injury (as opposed to 156 days). Likewise, neither Plaintiff alleges to have been adversely affected by the 3-business-day notice requirement in Spirit's FMLA Policy. Those policies had no effect on either Plaintiff's FMLA claims. Because neither Plaintiff was injured by the alleged incorrect FMLA Policy, neither Plaintiff has Article III standing to seek damages. The Court, therefore, lacks jurisdiction over Count I.

B. COUNT II—RLA PREEMPTION

Count II alleges that Spirit failed to include the 36 hours of pay per month given to flight attendants who took CVTO/EVTO leave. As discussed above, only Plaintiff Crain

[6] Flannery alleges that Spirit did not credit the CVTO/EVTO pay to her hours worked (DE [15] ¶ 62), but the Amended Complaint contains no allegation that Flannery's FLMA requests were denied because of lack of hours. Further, Flannery's CVTO/EVTO leave occurred *after* her request for FMLA leave was made.

has standing to raise this claim. Flannery does not have standing because she has not suffered an injury in fact.

Spirit argues that Count II is pre-empted by the Railway Labor Act ("RLA"), 45 U.S.C. § 151 *et seq.* "The RLA, which was extended in 1936 to cover the airline industry, … sets up a mandatory arbitral mechanism to handle disputes 'growing out of grievances or out of the interpretation or application of agreements concerning rates of pay, rules, or working conditions.'" *Hawaiian Airlines, Inc. v. Norris,* 512 U.S. 246, 248 (1994) (quoting 45 U.S.C. § 153 First (i)). The congressional purpose was to "promote stability in labor-management relations by providing a comprehensive framework for resolving labor disputes." *Id.* at 251. The RLA applies to two classes of disputes: major and minor. *Id.*; 45 U.S.C. § 151a.

Major disputes are those that "relate to the formation of collective bargaining agreements or efforts to secure them." *Hawaiian Airlines,* 512 U.S. at 252 (cleaned up). Minor disputes are "those involving the interpretation or application of existing labor agreements." *Id.* (citations omitted). Minor disputes are "resolved only through the RLA mechanisms, including the carrier's internal dispute-resolution processes and an adjustment board established by the employer and the unions." *Id.* at 253; 45 U.S.C. § 184. Importantly, "the RLA's mechanism for resolving minor disputes does not pre-empt causes of action to enforce rights that are independent of the CBA." *Id.* at 256.

"The distinguishing characteristic of minor disputes is that they 'may be conclusively resolved by interpreting the existing [collective bargaining] agreement." *Ass'n of Flight Attendants – CWA, AFL-CIO v. Spirit Airlines, Inc.,* 2006 WL 8432564, at *2 (S.D. Fla. Mar. 17, 2006) (quoting *Pyles v. United Air Lines, Inc.,* 79 F.3d 1046, 1049 (11th Cir. 1996)). "[W]hen the resolution of a state law claim … requires an interpretation

of the CBA, the claim is preempted and must be submitted to arbitration before a system board of adjustment." *Pyles,* 79 F.3d at 1050.

Spirit argues that this Court lacks jurisdiction because the issue of whether CVTO/EVTO pay accrues for purposes of FMLA eligibility is a minor dispute subject to the RLA. Plaintiffs respond that because their claim arises from the FMLA and does not require interpretation of the CBA or Memorandum of Understandings, the claim is not a minor dispute and RLA preemption does not apply.

During the slowdown caused by COVID[7], Spirit and the union agreed to a procedure where flight attendants could bid for and receive paid leave; flight attendants who took CVTO/EVTO leave would be paid for 36 hours per month. Plaintiffs argue that the FMLA statute and regulations require the CVTO/EVTO pay to be credited toward their FMLA eligibility. Spirit says no; the FMLA excludes from eligible hours pay received for commuting, vacation, medical, and sick leave. 29 U.S.C. 2611(D)(i)(ii) (stating that flight attendant will meet the required hours if he or she "has worked or been paid for not less than 504 hours (not counting personal commute time or time spent on vacation leave or medical or sick leave" in the previous 12 months). Thus, according to Spirit, FMLA eligibility cannot be based on hours not worked.

At first glance, Spirit's argument rings true. Spirit argues that CVTO/EVTO is paid time off – just like vacation, medical, or sick leave -- and time spent not working cannot be counted toward FMLA eligibility. Spirit also notes that the FMLA refers to the FLSA[8] standards for determining whether an employee has worked. *See* 29 U.S.C. § 2611(2)(C) ("[f]or purposes of determining whether an employee meets the hours of service

[7] The Memorandum of Understandings (DE [18] Ex. 2) lists challenging market conditions and the desire to "provide protection for Flight Attendant health, safety, and welfare during the COVID-19 pandemic" as reasons for offering CVTO/EVTO.
[8] The Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*

requirement [of the FMLA] …, the legal standards established under section 207 [the FLSA] of this title shall apply"). Under the FLSA, "courts have construed work to mean all activities 'controlled or required by the employer and pursued necessarily and primarily for the benefit of his employer and his business.'" *Dade Cnty., Fla. v. Alvarez*, 124 F.3d 1380, 1384 (11th Cir. 1997) (quoting *Tennessee Coal, Iron & R. Co. v. Muscoda Local No. 123,* 321 U.S. 590, 597 (1944)). Spirit contends that flight attendants engaged in no work while on CVTO/EVTO leave and, therefore, CVTO/EVTO pay cannot be counted toward FMLA eligibility. Plaintiffs argue that they were required to participate in certain training activities while on leave and, therefore, were engaged in work for the benefit of their employer.

Resolution of this issue requires the Court to analyze -- and interpret -- the CBA and the Memorandum of Understandings (hereinafter "MOU")[9]. It is true that whether the MOU needs to be consulted to resolve the FMLA issue does not require a finding that the RLA preempts this Court's jurisdiction. *Alaska Airlines Inc. v. Schurke,* 898 F.3d 904, 914 (9th Cir. 2018). But review of the MOU (DE [18] Ex. 2) raises issues that clearly require construction of the parties' agreement and intent. For example, the MOU states that a flight attendant who is scheduled for training during a bid month for which he or she is awarded CVTO has the option to reschedule or, if the training is required to remain qualified, the flight attendant will be paid for the training. *Id.* ¶ 6. On the one hand, attending mandatory training can be construed as working for the employer's benefit. On the other hand, such training is excluded from CVTO pay and will be compensated

[9] The Court tries to avoid overuse of acronyms and heretofore referred to the MOU by its full title. But the awkwardness of using too many acronyms is outweighed by the awkwardness of stating "Memorandum of Understandings" in every sentence. The Court requests grace from the reader over the addition of yet another acronym in this Order, especially in the next sentence.

separately. The Court would be required to interpret the MOU to decide the issue. This is the kind of minor dispute subject to the RLA.

Further, the MOU states that "[w]hile on CVTO, a Flight Attendant shall continue to accrue bid seniority, longevity, and all benefits as if he or she were an active Flight Attendant." *Id.* ¶ 10. And "[e]ach Flight Attendant on CVTO for an entire bid month will be paid and credited thirty-six (36) hours (which will be considered compensation) at the Flight Attendant's applicable hourly rate, payable on the first pay period of the month." *Id.* ¶ 11. Thus, the MOU appears to retain and credit hours worked for various benefits. And yet the MOU states that Spirit would not contest any award of unemployment compensation. *Id.* ¶ 14. It is unclear from the MOU whether employees are considered actively at work while on CVTO/EVTO leave or whether they are considered "unemployed." To decide, the Court would be required to interpret the MOU as it applies to FMLA eligibility. This the Court cannot do. The Court finds, therefore, that Count II presents a minor dispute that is preempted by the RLA. Accordingly, Count II will be dismissed for lack of jurisdiction.

C. LEAVE TO AMEND

Plaintiffs request that, in the event the Motion to Dismiss is granted, they be granted leave to file a Second Amended Complaint. Rule 15 requires that leave to amend be freely granted when justice requires. Fed. R. Civ. P. 15(a)(2). "If the underlying facts or circumstances relied upon by a plaintiff may be a proper subject of relief, [s]he ought to be afforded an opportunity to test [her] claims on the merits." *Foman v. Davis,* 371 U.S. 178, 182 (1962). The facts alleged by Plaintiffs clearly show they lack standing to raise the FMLA claims asserted in Count I because they did not suffer an injury in fact.

Amendment would, therefore, be futile. Likewise, the claims alleged in Count II are preempted by the RLA. Amendment of that count would also be futile.[10]

III. CONCLUSION

For the reasons discussed above, the Court concludes that it lacks jurisdiction over Counts I and II of Plaintiffs' Amended Complaint. Accordingly, it is hereby

ORDERED AND ADJUDGED that Defendant's Partial Motion to Dismiss First Amended Complaint (DE [18]) is **GRANTED.** Counts I and II of the First Amended Complaint are **DISMISSED WITHOUT PREJUDICE** for lack of jurisdiction. Defendant shall file an answer to Count III of the First Amended Complaint within 14 days of the date of this Order.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this 22nd day of August 2023.

RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished counsel via CM/ECF

[10] The Court notes that Plaintiff Crain is not without a remedy. Under the RLA, she may seek relief of this minor dispute through the grievance procedure set forth Section 22 of the Spirit-AFA CBA. *See* CBA, pp 22-1 – 22-9. (DE [18] Ex. 1).