

• • • • •

V.

RESPONDENT,

On January 17, 2025, the undersigned issued an Order notifying the parties of a potential dispositive action in this matter. The Order explained that the undersigned intended to dismiss the Complaint without a hearing because the undersigned had no authority to grant Complainant the relief he seeks under the factual circumstances presented and the limitations imposed by the applicable law and EDR Plan rules of the [Court]. The Order provided the parties with an

opportunity to respond by January 31, 2025, and to submit any additional information or evidence either party wanted the undersigned to consider by that date. Neither party responded by the deadline of January 31, 2025 or submitted any additional information. Having provided the notice contemplated by the EDR Plan (at 18), the Court issues this final decision.

After being appointed as the Presiding Judicial Officer in this matter, the undersigned embraced a full review of the relevant documents attached to the Complaint. The undersigned also requested that the parties provide all additional relevant documents and any information they wanted the undersigned to consider. Both sides provided additional documents for review. In addition, the undersigned conducted thorough interviews with seven witnesses, including the Complainant. The individuals interviewed included: the Complainant, [] Judge [1], Chief [] Judge [], [] Judge [2], [] Judge [3], Career Law Clerk [], and [] Judge [4].

Having reviewed the documents provided and having interviewed the relevant witnesses, the undersigned finds that it is apparent that something went terribly awry in the working relationship between the Complainant and Judge [1]. Complainant was an experienced, skilled staff law clerk who had worked in the [Court] for many years and also briefly worked with the federal court in the [other Court]. The undersigned finds that there undoubtedly was a significant communication breakdown between the Complainant and Judge [1] that had persisted for some time and culminated in August of 2023 when the Complainant required leave in connection with his mother's illness and death. After

Complainant returned from FMLA leave, Chief [] Judge [] made the reasonable decision around August 29, 2023 to arrange for the reassignment of Complainant to work with [] Judge [3] and [] Judge [2].¹

Approximately eight months after Complainant's reassignment, [] Judge [1] arranged, with her colleagues' consent, for the reassignment of a substantial, demanding habeas case ("the [] case") that had been previously handled by the Complainant when he worked for [] Judge [1]. Defendant viewed this reassignment of a major, voluminous case as the proverbial straw that broke the camel's back.² The case reassignment would also require Complainant to continue to report on this case to [] Judge [1]. Complainant at that time determined that, under the totality of circumstances, he would return to work in another federal court, in the [Court], where he had previously worked in 2019. Complainant thereafter filed the Complaint that prompted this investigation.

Complainant alleged in his Complaint that Respondent had subjected him to unlawful retaliation after he took FMLA leave to care for his mother. As discussed in the undersigned's Order of January 17, 2025, the undersigned did not identify any factual or legal grounds that would demonstrate that Complainant suffered actual cognizable monetary harm as a result of the course of events at issue in this matter. Under the EDR Plan, "[o]ther than under the Back Pay Act,

¹ Complainant had already been working with Judge [2], along with Judge [1], and had a positive working relationship with Judge [2].

² Judge [1] had a different view of the workload involved with the reassignment and Complainant's prior work with the case.

monetary damages are not available.” (EDR Plan at 21). Here, the Complainant transferred to another position with a different federal court, with no break in employment. In his new position, he holds the same “grade and step” for purposes of pay and seniority. He therefore is not entitled to any backpay. Complainant does not seek reinstatement or any other equitable relief. While Complainant does seek monetary damages related to his relocation (including damages flowing from the early termination of his lease in []), such attendant monetary damages “are not available” under the EDR Plan. (See EDR Plan at 21).

In summary, as the EDR Plan does not allow the Presiding Judicial Officer to provide the relief that Complainant seeks, the undersigned cannot find that Defendant suffered a tangible injury upon which monetary or substantive relief can be granted. The undersigned therefore **DISMISSES** and **CLOSES** this matter.

Under the EDR Plan for the [Court], a party may seek appellate review of a Presiding Judicial Officer’s final decision on a complaint. A party may, within 30 days of the letter transmitting the final decision, file a Request for Review of Decision with the Circuit Executive. (See EDR Plan at 22). The related appeals process is outlined on pages 22-25 of the EDR Plan.

IT IS SO ORDERED this 26th day of February, 2025.



Honorable Amy Totenberg
United States District Judge