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**PLEASE VERIFY BEFORE SENDING**

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- **Employer name conflict:** The firm notes name the recipient as "Redbud Freightways Inc." Every employer record (leave form, termination letter, offer letter) says "Wasatch Freightways Inc." I used Wasatch in the letter. Confirm the correct legal name before sending.
- **Eligibility and coverage are not concluded.** The records show a January 6, 2025 start, 2,068.5 hours *paid* in 2025 (paid, not necessarily worked), and a 2025 benefits notice listing 312 employees at Granite Bend and 1,140 company-wide. Check the 12-month, hours-worked and employer-size requirements, and confirm whether the leave was formally designated as FMLA leave. The records contain no designation notice.
- **Dr. Garner's March 31 note** is referenced in the March 31 email but is not in the records received. Obtain it and confirm what the employer received and when.
- **Desk work vs. job duties:** The March 23 email says Mr. Ferreira can work at a desk. The job description includes walking the yard and driving a yard truck, and the provider certification says he could not perform any job functions through April 24. Confirm the facts with the client.
- **Leave actually taken:** The records show the request and approval but not directly that leave began March 2 or that surgery occurred March 3. Confirm with the client.
- **Damages are not calculated.** Confirm hours per week in 2026 (the 40-hour figure comes from the January 2025 offer letter), whether the leave was unpaid, and the start date for lost wages (April 27 was used because the approved leave ran through April 24). Also confirm benefit costs and the 401(k) match, and update the client's job-search status. All totals are placeholders.
- **[VERIFY] items:** Federal FMLA reference, Oklahoma family and medical leave law, federal and Oklahoma filing deadlines, and liquidated damages. No statute numbers or deadlines were stated.
- **Missing details:** Firm address and contact information, letter date, delivery method, recipient ZIP code, demand amount and response deadline.

Halvorsen Pratt PC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Brent Kimball, HR Manager
Wasatch Freightways Inc.
5800 Ironhorse Way
Granite Bend, Oklahoma [ADD: ZIP]

**Re: Interference with approved medical leave and termination of Luis Ferreira, effective April 10, 2026**

Dear Mr. Kimball:

**Introduction**

We represent Luis Ferreira, who worked for Wasatch Freightways Inc. ("the Company") as a Logistics Coordinator at the Granite Bend terminal from January 6, 2025 until the Company terminated his employment on April 10, 2026 [employment_and_pay_records.pdf p.1; termination_and_attendance.pdf p.1]. Please direct all further communication about this matter to this office. This letter concerns the Company's handling of the medical leave it approved for Mr. Ferreira and its decision to terminate him for attendance points earned while that leave was in effect.

**Employment and eligibility facts**

- The Company's offer letter, dated January 2, 2025, set a start date of January 6, 2025, for a full-time position at 40 hours per week [employment_and_pay_records.pdf p.1].
- Mr. Ferreira's hourly rate was $29.40 effective January 1, 2026 [employment_and_pay_records.pdf p.1].
- The Company's records show 2,068.5 hours paid in calendar year 2025 [employment_and_pay_records.pdf p.1].
- He worked at the Granite Bend terminal [leave_request_and_emails.pdf p.1]. The Company's 2025 annual benefits notice lists 312 employees at that terminal and 1,140 company-wide [employment_and_pay_records.pdf p.1].
- His 2025 annual performance review, dated January 14, 2026, rated him "Strong Performer" and described him as "Dependable and accurate" [employment_and_pay_records.pdf p.1].

[VERIFY: eligibility and employer coverage under federal and Oklahoma leave law]

**The leave request**

On February 9, 2026, Mr. Ferreira submitted a written leave of absence request for his own serious health condition, for scheduled knee surgery and recovery, covering March 2, 2026 through April 24, 2026 [leave_request_and_emails.pdf p.1]. On February 16, 2026, he submitted a health care provider certification. It stated that he would be unable to perform any job functions

from March 2 through April 24, 2026, and that his estimated return to work was April 27, 2026, with no restrictions expected [leave_request_and_emails.pdf p.1].

On February 18, 2026, you wrote to Mr. Ferreira: "Your leave is approved as requested. Attendance points will not apply to approved leave." [leave_request_and_emails.pdf p.1]. The Company's Employee Handbook likewise states that "Absences covered by approved protected leave are excused and do not earn attendance points" [termination_and_attendance.pdf p.1]. It also states that employees returning from approved leave "will be restored to the same or an equivalent position" [employment_and_pay_records.pdf p.1].

On March 23, 2026, during the approved leave, Terminal Manager Gina Torvald emailed Mr. Ferreira that the dock planning desk was short-staffed and that she needed him back on March 30, adding, "You can sit at a desk, so the knee shouldn't matter." [leave_request_and_emails.pdf p.1]. On March 24, Mr. Ferreira responded, with a copy to you, that his doctor had not released him, that his approved leave ran through April 24, that he could not yet drive, and that he was in physical therapy every weekday morning [leave_request_and_emails.pdf p.1]. On March 27, Ms. Torvald replied that if he was not back on March 30, "those days will count as unexcused." [leave_request_and_emails.pdf p.1]. On March 30, you asked him for an updated note if he would not be returning, and on March 31 he sent Dr. Garner's note dated March 31, confirming that he could not return before April 27 [leave_request_and_emails.pdf p.1].

**Timeline**

| Date | Event | Source |
|---|---|---|
| January 6, 2025 | Mr. Ferreira starts as Logistics Coordinator | employment_and_pay_records.pdf p.1 |
| January 14, 2026 | 2025 performance review: "Strong Performer" | employment_and_pay_records.pdf p.1 |
| February 9, 2026 | Leave request submitted for March 2 through April 24, 2026 | leave_request_and_emails.pdf p.1 |
| February 16, 2026 | Health care provider certification submitted | leave_request_and_emails.pdf p.1 |
| February 18, 2026 | Mr. Kimball approves leave; states attendance points will not apply | leave_request_and_emails.pdf p.1 |
| March 2, 2026 | Approved leave period begins; surgery scheduled for March 3 | leave_request_and_emails.pdf p.1 |
| March 23, 2026 | Ms. Torvald asks Mr. Ferreira to return March 30 | leave_request_and_emails.pdf p.1 |
| March 24, 2026 | Mr. Ferreira responds that he is not released and his leave runs through April 24 | leave_request_and_emails.pdf p.1 |
| March 27, 2026 | Ms. Torvald states days will count as unexcused if he is not back March 30 | leave_request_and_emails.pdf p.1 |

| Date | Event | Source |
|---|---|---|
| March 30, 2026 | Mr. Kimball asks for an updated note; unexcused absence of 1.0 point logged | leave_request_and_emails.pdf p.1; termination_and_attendance.pdf p.1 |
| March 31, 2026 | Mr. Ferreira sends Dr. Garner's note; unexcused absence of 1.0 point logged | leave_request_and_emails.pdf p.1; termination_and_attendance.pdf p.1 |
| April 1, 2, 3 and 6, 2026 | Unexcused absence of 1.0 point logged for each date | termination_and_attendance.pdf p.1 |
| April 10, 2026 | Termination for exceeding allowed attendance points; balance 8.0 | termination_and_attendance.pdf p.1 |
| April 17, 2026 | Final pay issued | employment_and_pay_records.pdf p.1 |
| April 24, 2026 | Approved leave period ends | leave_request_and_emails.pdf p.1 |
| April 27, 2026 | Estimated return to work date | leave_request_and_emails.pdf p.1 |
| April 30, 2026 | Health coverage ends | termination_and_attendance.pdf p.1 |

## Our client's claims

**Interference.** The Company approved Mr. Ferreira's leave through April 24, 2026 and told him in writing that attendance points would not apply [leave_request_and_emails.pdf p.1]. Its own handbook treats absences under approved protected leave as excused [termination_and_attendance.pdf p.1]. Yet during the approved leave period the Company asked him to return early, told him that his absences would be treated as unexcused, and then recorded six unexcused absences, from March 30 through April 6, 2026 [leave_request_and_emails.pdf p.1; termination_and_attendance.pdf p.1]. His balance was 2.0 points on February 28, 2026. The six entries brought it to 8.0, the policy limit that results in termination [termination_and_attendance.pdf p.1]. Without those six entries, the balance would have remained 2.0 points. The Company terminated him on April 10, 2026, two weeks before his approved leave was due to end and before he could return and be restored to his position [termination_and_attendance.pdf p.1; employment_and_pay_records.pdf p.1].

**Retaliation.** The only reason the termination letter gives is exceeding the allowed attendance points [termination_and_attendance.pdf p.1]. Those points arose entirely from absences during the approved leave period. The Company was on notice of the medical basis for the absences and of the provider's restrictions before it recorded them [leave_request_and_emails.pdf p.1]. We believe the termination was therefore based on his use of approved medical leave.

## Damages

Mr. Ferreira has not found other work [firm notes]. His losses to date include the following items, which we will update as they continue to accrue.

| Item | Period | Amount | Source |
|---|---|---|---|
| Lost wages | From April 27, 2026 (estimated | $29.40 per hour; [ADD: hours per week and | employment_and_pay_records.pdf p.1; leave_request_and_emails.pdf p.1 |

| Item | Period | Amount | Source |
|---|---|---|---|
| | return date) to [ADD: end date] | calculated wage loss] | |
| Employer medical plan contribution (employee plus spouse) | From May 1, 2026 to [ADD: end date] | $742.00 per month; [ADD: calculated total] | employment_and_pay_records.pdf p.1; termination_and_attendance.pdf p.1 |
| 401(k) match | From April 27, 2026 to [ADD: end date] | 3% of eligible pay; [ADD: calculated amount] | employment_and_pay_records.pdf p.1 |
| Liquidated damages | [ADD: period, if any] | [ADD: liquidated damages, if any] | [ADD: source] |

**Total (as read from the records): [ADD: total]**

**Demand**

On behalf of Mr. Ferreira, we demand that the Company:

- Rescind the April 10, 2026 termination and reinstate Mr. Ferreira to his Logistics Coordinator position, or an equivalent position, consistent with the Company's own handbook [employment_and_pay_records.pdf p.1; firm notes].
- Remove the attendance points assessed for March 30, March 31, April 1, 2, 3 and 6, 2026 from his record [termination_and_attendance.pdf p.1].
- Restore his health coverage and other benefits without a gap.
- Pay [ADD: demand amount] to compensate him for his lost pay and benefits and the other losses described above.

Please respond in writing by [ADD: response deadline].

We also ask the Company to preserve all records relating to Mr. Ferreira and this matter, including leave records, emails and messages among Ms. Torvald, you and others about his leave or return to work, attendance point records, personnel files, and records of the termination decision.

**Federal and state rules**

The federal Family and Medical Leave Act may apply to these facts [VERIFY: federal Family and Medical Leave Act]. Oklahoma law may provide additional protections [VERIFY: Oklahoma rule on family and medical leave]. Mr. Ferreira's rights are subject to federal and state filing deadlines [VERIFY: federal and Oklahoma claim filing deadlines]. Nothing in this letter waives any right or remedy, all of which are reserved.

Sincerely,

Ingrid M. Halvorsen
Halvorsen Pratt PC