

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

FILED

APR 26 2011

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

INAS S. SHAABAN,

Plaintiff - Appellant,

v.

COVENANT AVIATION SECURITY,
LLC,

Defendant - Appellee.

No. 09-17763

D.C. No. 3:08-cv-03339-CRB

MEMORANDUM*

Appeal from the United States District Court
for the Northern District of California
Charles R. Breyer, District Judge, Presiding

Argued and Submitted April 13, 2011
San Francisco, California

Before: FERNANDEZ and RAWLINSON, Circuit Judges, and WELLS, Senior
District Judge.**

Inas Shaaban challenges the district court's summary dismissal of her suit
alleging her termination from Covenant Aviation Security violated the Family and

* This disposition is not appropriate for publication and is not precedent
except as provided by 9th Cir. R. 36-3.

** The Honorable Lesley Wells, Senior United States District Judge for
the Northern District of Ohio, sitting by designation.

Medical Leave Act (FMLA). Ms. Shaaban asserts the doctrines of equitable estoppel and equitable tolling prevent Covenant from asserting that her FMLA leave ended prior to 1 October 2007.

In order to assert equitable estoppel, Ms. Shaaban must demonstrate reasonable reliance on Covenant's conduct or representations regarding approval of the duration of her FMLA leave. *See Heckler v. Community Health Services of Crawford County, Inc.*, 467 U.S. 51, 60, 66 (1984); *Naton v. Bank of California*, 649 F.2d 691, 696 (9th Cir. 1981). Ms. Shaaban unreasonably assumed that Covenant's verbal approval of her FMLA leave eligibility also encompassed the duration of the approved leave. Further, Ms. Shaaban did not exhibit reasonable reliance when she failed to review the expected and received written terms of her FMLA approved leave. Finally, Ms. Shaaban's lack of reasonable reliance extinguishes her equitable tolling claim.

AFFIRMED.