

Q. Did you tell Mr. Matthews that you needed help?

A. ...I don't know that I did. I don't know that I didn't.

Q. Did you suggest --

A. I felt that's what I was asking him for, whether I verbally

Q. Well, did you verbally tell him that you were -- did you tel

A. No....

Q. ...My specific question is, for whatever reason, okay, did y

A. No, sir.

The next day, Taylor sent Matthews an electronic mail ("E-Mail") messa

I THOUGHT AND WORRIED ABOUT OUR CONVERSATION ALL THE WAY HOME LAS

BRUCE, I HAVE BEEN UNCHARACTERISTICALLY NEGATIVE; I GUESS THAT I
AND I MUST ADMIT THAT WHAT I GAVE YOU WERE LOW AND WHEN THE MASK

BRUCE, I BELIEVE THAT WE (THE EL PASO AGENCY AND ME) CAN HAVE A PO
WOULD RECRUIT 7 PEOPLE THIS YEAR BEFORE JUNE 30.

YOU GAVE ME UNTIL JUNE 30TH TO PROVE TO YOU SOME THINGS THAT I AM

On June 24-25, 1993, Matthews met with Taylor in El Paso. Matthews of
terminated. In a subsequent telephone conversation, Taylor notified Matthe

On July 1, 1993, Taylor received from Matthews a letter of understanding
the letter stated the following:

I wish to share with you the standards which must be met by year en
in the agency for the 1993 are unsatisfactory.

These key performance results must be met by December 31, 1993 fo

- * Personally recruit at least three additional 01 agents, for
- * One of the 01 agents must end the year at Agency Club level
- * Two of the 01 agents must end the year at Level I and have b
- * Total production from the 01 class must exceed \$43,000 ICCs.
- * Total agency production must exceed 4290,000 ICCs.
- * Unit cost must be at or lower than 72 (Excludes agency manag

We will look at the progress you are making at the end of the thi

You have the talent to not only meet these requirements, but exce

42 U.S.C. § 12112. "Unless expressly stated otherwise, the standards applied in § 504, as amended, 29 U.S.C. § 794).

In **Diagle v. Liberty Life Insurance Co.**, we set forth the elements of,

A plaintiff may establish a claim of disability discrimination by (1) showing that the plaintiff is qualified for the job; (2) he or she is qualified for the job; (3) he or she was subject to an

Diagle v. Liberty Life Insurance Co., 70 F.3d 394, 396 (5th Cir. 1995) (int

Taylor argues that summary judgment was inappropriate because genuine issues of material fact exist. Taylor uses the following words to invoke the employer's duty to provide reasonable accommodation. Taylor has bipolar disorder:

1. "I asked Mr. Matthews, specifically, for help."
2. "What I'd ask you to do is to talk to the doctors in the Principal Mutual about it."
3. "I asked for a reduction in my objectives."
4. "I asked for a lessening of the pressure."

Taylor argues that his statements to Matthews raise a genuine fact issue as to whether Taylor is disabled.

Taylor additionally argues that once he revealed his disability to Matthews, Matthews should have provided Taylor with a reasonable accommodation. Taylor argues that a reasonable accommodation is not possible in a particular situation. T

Principal Mutual argues that Taylor's statements to Matthews did not present a genuine fact issue. Principal Mutual argues that the claimed physical or mental impairment is not a disability under the ADA. Principal Mutual argues that the employer must accommodate, but rather any limitations or restrictions caused by the impairment. Principal Mutual argues that it gave Taylor an accommodation in the form of additional time to meet deadlines. Principal Mutual asserts that, "having reasonably accommodated Taylor, Prin

The ultimate issue presented to this Court is whether Taylor presented sufficient evidence to establish a prima facie case of ADA discrimination. For the following reasons, we affirm the summary judgment.

Failure to Identify Limitation

Under the ADA, an actionable disability means, in relevant part, a physical or mental impairment that substantially limits one or more major life activities. To establish a prima facie case of ADA discrimination, a plaintiff must show that the employer knew, or should have known, of such employee's substa

an employee's disabilities, limitations, and possible accommodations.⁹ In t
that Taylor failed to adduce summary judgment evidence which would allow a r

For the foregoing reasons, the judgment entered by the district court