

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

ALISON M. PLAHITKO,)	
)	
Plaintiff)	
)	
vs.)	CASE NO. 1:25-cv-468
)	
COMMUNITY HEALTH NETWORK,)	
INC.)	
)	
Defendant)	

***PLAINTIFF’S COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF AND
REQUEST FOR TRIAL BY JURY***

Comes now Plaintiff Alison M. Plahitko (hereinafter “Plahitko”), by counsel, and for her claims against Defendant Community Health Network, Inc. (hereinafter “Community Health”), alleges and says:

I. FACTUAL ALLEGATIONS

1. Plahitko is a resident of Indianapolis, Marion County, Indiana.
2. Plahitko is a nurse and she is a former employee of Community Health. She worked for Community Health from October 2002 until she was wrongfully terminated on January 24, 2025. In her last position, Plahitko served as Community Health’s Family and Medical Leave Act (“FMLA”) Case Manager. Plahitko described her job title in her email signature line as “Alison Plahitko RN, BSN CHNw Leave Team Case Manager/Benefits Administration.”
3. Plahitko is pursuing claims against Community Health for its violations of her rights under the FMLA. Specifically, Plahitko is pursuing Community Health for FMLA claims

under 29 USC § 2615 (a)(2) and 29 USC § 2615(b)(2). With respect to her claims under 29 USC § 2615 (a)(2), Plahitko was fired by Community Health in a manner whereby Community Health discharged Plahitko and discriminated against her because Plahitko opposed and was continuing to oppose Community Health practices made unlawful by the FMLA. With respect to her claims under 29 USC § 2615 (b)(2), Plahitko was fired by Community Health in a manner whereby Community health discharged Plahitko and discriminated against her because Plahitko gave information and was about to give more information in inquiries and proceedings relating to rights of her coworkers (including employees with the initials E.F., D.E., M.S., N.G., A.S. and A.S. who applied or were applying to Community Health for FMLA leave). This also includes information Plahitko was giving to the U.S. Department of Labor (“DOL”) as part of the DOL’s inquiries into Community Health’s changes to its FMLA program and policies.

4. Plahitko always did good work and met all of Community Health’s reasonable expectations.

5. At least through December 31, 2024, in her Case Manager position, Plahitko was the person for Community Health who reviewed and made the decisions regarding employee applications for FMLA leave and benefits. Upon information and belief, Plahitko decisionmaking authority for Community Health was such that Plahitko could potentially be deemed an individual who was a FMLA “employer” for potential liability purposes. See 29 USC § 2611(4)(A)(ii)(I). As such, it was critical for Plahitko to honestly and legally administer Community Health’s employee FMLA leave and benefits program.

6. In approximately the late Summer 2024, Community Health advised Plahitko and the other members of her office that Community Health was going to outsource its FMLA

administration to a company called “UNUM,” effective January 1, 2025. Plahitko’s Community Health supervisors assured Plahitko that her employment would continue after the switch to UNUM.

7. In later 2024, Plahitko’s Community Health supervisors told Plahitko that Unum was going to make changes to the method by which Community Health calculated an employee’s eligibility for FMLA leave - specifically, the method used to calculate the 12 month period used to evaluate an employee’s FMLA eligibility. Through Plahitko’s tenure in the FMLA Leave Case Manager job, Community Health had used a fixed year for its FMLA year calculation. Working with and through UNUM, Community Health decided to change its FMLA year calculation to a “rolling backward” year. This included the following two changes:

- a. To re-set the FMLA calculation, Community Health used January 1, 2025 as the date to deem every FMLA-eligible employee to have a full twelve (12) weeks of available FMLA leave in 2025, regardless of the timing or the weeks of FMLA leave the employee may have taken in 2024; and
- b. After the January 1, 2025 re-set, Community Health would calculate an employee’s FMLA eligibility hours (1,250 or more required) worked by counting hours worked in the twelve months immediately preceding the date an employee began taking FMLA leave - a rolling 12-month period measured backward.

8. The FMLA requires an employer to provide at least 60 days notice to its employees if the employer changes its FMLA leave year or eligibility calculation to another alternative. See 29 CFR § 825.200(d)(1) (“an employer wishing to change to another alternative [for calculating employees’ FMLA leave eligibility] is required to give at least 60 days notice to

all employees, and the transition must take place in such a way that the employees retain the full benefit of the 12 weeks of leave under whichever method afford the greatest benefit to the employee.”)

9. Community Health decided that it was not going to provide the FMLA-required 60 day Notice of changes made to its FMLA eligibility year by UNUM that were becoming effective January 1, 2025.

10. In fact, Community Health did not provide its employees 60 or more days Notice of the changes it made through UNUM to its FMLA leave year or FMLA eligibility rules.

11. Community Health made Plahitko aware of its plan to change its FMLA leave year and eligibility rules by early December 2024. Community Health also made Plahitko aware that Community Health did not plan to provide 60 or more days’ Notice to its employees of the FMLA calendar and eligibility changes it was implementing on January 1, 2025.

12. At this time, Plahitko had multiple employees who had applied for FMLA leave that was scheduled to occur in early 2025. These employees at issue had been told they were eligible to take FMLA. In particular, Plahitko had several Community Health coworkers who applied for FMLA leave to protect their employment during maternity leave. This includes employees with the initials E.F. and D.E. Plahitko also advocated for FMLA applicants with the initials M.S., N.G., A.S. and A.S. (different person).¹

13. As an example, E.F. worked a part time schedule that made the question of her FMLA eligibility a very close call (e.g., she worked just over 1,250 hours in the 12 months before she applied for FMLA leave). Under the calculation method used by Community Health

¹Because Plahitko’s allegations involve others seeking medical leave, Plahitko has used initials to preserve confidentiality.

in 2024, E.F. was eligible for her maternity leave scheduled to begin in 2025. With the January 1, 2025 UNUM changes to the FMLA leave year and eligibility calculation, E.F. was unlikely and/or would not be eligible for FMLA leave based upon 1,250 hours worked from the date leave began and/or use of the January 1st re-set date. E.F. and other Community Health employees were relying upon Community Health's approval (or pre-approval) of FMLA leave. Community Health was violating the FMLA and harming its employees by making its January 1, 2025 changes to the FMLA calendar year and eligibility calculation rules without first providing 60 or more days Notice of the FMLA changes to the employees. 29 CFR § 825.200(d)(1).

14. Similarly, M.S., N.G., A.S. and A.S. were affected by Community Health's January 1, 2025 change to use of a different FMLA year to count 12 FMLA weeks based upon Community Health's failure to provide 60 days notice.

15. Plahitko expressly protested and opposed Community Health's unlawful FMLA actions. Plahitko opposed Community Health's practices made unlawful by the FMLA in at least the following ways:

- a. Plahitko advised employees, including E.F. and D.E., that Community Health was making changes to its FMLA eligibility rules and calendar and that the maternity leave E.F. and D.E. had been already approved for FMLA protection may not, under the UNUM changes, be FMLA-protected in 2025;
- b. Plahitko reported Community Health's FMLA changes to the U.S. Department of Labor via email and telephone calls, including emails and telephone calls to U.S. Department of Labor investigator Chris Huber;
- c. Plahitko communicated with, protested to and opposed the FMLA changes in

communications with Community Health's attorneys, both in house and outside attorneys for Community Health;

- d. Plahitko communicated with, protested to and opposed the FMLA changes in communications with Community Health's human resource department managers;
- e. Plahitko communicated with, protested to and opposed the FMLA changes in communications with her Community Health managers, including direct supervisors.

16. As early as December 9, 2024, Plahitko forwarded an email to her manager named Teresa Donaldson detailing Plahitko's conversations with Chris Huber of the U.S. Department of Labor about concerns, FMLA-violations, and her efforts to protect her coworkers' FMLA rights.

17. In addition to assistance to employees applying for FMLA protections - including E.F. and D.E. - Plahitko specifically sent an email to E.F. and E.F.'s manager, Karrah Poole, detailing the harm that could be caused to E.F. by the coming changes to FMLA leave rules. This email was sent on or about December 24, 2024. Plahitko learned that this email had been circulated to Community Health's nursing managers by January 6, 2025.

18. On or about December 12, 2024, Plahitko sent an email to a Community Health in-house attorney and Plahitko's direct supervisor detailing the harm that would occur if Community Health failed to notify or provide Notice to employees of the changes to the FMLA eligibility calculation method.

19. Community Health retaliated against Plahitko for her opposition to Community

Health's violations of the FMLA - including Community Health's failure to issue Notice of FMLA changes to employees - and the harm that would befall Community Health's employees.

20. On January 10, 2025, Plahitko was invited to and attended a meeting. Plahitko was not advised about the reason for the meeting. When the January 10, 2025 meeting began, Plahitko learned the meeting was about her. Community Health managers, including Teresa Donaldson, Sylvia Burnett and a manager named Joe Anderson, began to specifically reprimand and criticize Plahitko for making the Community Health FMLA changes known to employees and managers (including E.F. and her manager) and for Plahitko's efforts to oppose Community Health's FMLA violations. The Community Health managers ended the meeting by promising a meeting the next week during which Plahitko would be told her expectations of her job going forward and Community Health would give a written summary of that meeting and written instructions to Plahitko, which Community Health would ask Plahitko to sign. That meeting never occurred. That writing was never presented to Plahitko.

21. On January 24, 2025, Community Health fired Plahitko in retaliation for Plahitko's efforts to help her coworkers with FMLA leave and Plahitko's efforts to oppose Community Health's practices that violated the FMLA. This opposition included Plahitko's many protests about the FMLA required Notice Community Health would not provide about its changes to its FMLA program, along with Plahitko's protests to Community Health, the U.S. Department of Labor and Community Health's attorneys. This opposition also included warnings Plahitko provided to coworkers applying for FMLA leave (e.g., E.F. and D.E.) and the harm that was approaching from the unannounced changes to Community Health's FMLA leave program effective January 1, 2025.

22. It may have done so afterward, but Community Health had still not complied with 29 CFR § 825.200(d)(1) and issued 60 day Notice to employees of the changes in its FMLA leave rules before Plahitko was fired on January 24, 2025.

23. Community Health cannot claim, that it fired Plahitko for any reason other than Plahitko's express efforts to oppose Community Health's FMLA violations and the harms cause by lack of FMLA-required Notice coupled with January 1, 2025 changes to its FMLA program.

24. All of Community Health's reasons for harming and, ultimately, firing Plahitko from employment are illegal and violate the FMLA. Plahitko has been significantly harmed by Community Health's discriminatory and retaliatory actions adverse to her employment. Plahitko is seeking all lost wages and benefits, all liquidated damages, reinstatement and/or front pay and benefits, payment of all of her reasonable attorney's fees, costs and expenses, plus any equitable relief which would make her whole.

II. JURISDICTION AND VENUE

25. Plahitko's Complaint raises federal questions of law and this Court has jurisdiction over the subject matter of this complaint pursuant to 28 USC § 1331 and under 29 USC § 2611 et seq.

26. This Court is the appropriate venue for this cause of action as Plahitko worked for Community Health in Indianapolis, Marion County, Indiana. 28 USC § 1391.

III. FAMILY AND MEDICAL LEAVE ACT CLAIMS

27. Plahitko incorporates herein by reference paragraphs 1 - 26 above.

28. Whether required to do so with her particular FMLA retaliation claims, by way of this Complaint, Plahitko asserts that she is a covered and eligible employee under the FMLA

who worked at least one thousand two hundred and fifty (1,250) hours in the twelve (12) months preceding her initiation of this retaliation action and her January 24, 2025 termination from employment.

29. Community Health is an “employer” as that term is defined under the FMLA. Community Health had far more than fifty (50) employees within a seventy-five (75) mile radius of the Indianapolis, Indiana offices from which Plahitko performed her work for Community Health.

30. As described above, Plahitko is pursuing claims against Community Health for its violations of her rights under the FMLA. Specifically, Plahitko is pursuing Community Health for FMLA claims under 29 USC § 2615 (a)(2) and 29 USC § 2615(b)(2). With respect to her claims under 29 USC § 2615 (a)(2), Plahitko was fired by Community Health in manner whereby Community health discharged Plahitko and discriminated against her because Plahitko opposed and was continuing to oppose Community Health practices made unlawful by the FMLA. With respect to her claims under 29 USC § 2615 (b)(2), Plahitko was fired by Community Health in manner whereby Community health discharged Plahitko and discriminated against her because Plahitko gave information and was about to give more information in inquiries and proceedings relating to rights of her coworkers (including employees with the initials E.F., D.E., M.S., N.G., A.S. and A.S.) who were applying to Community Health for FMLA leave). This includes information Plahitko was giving to the U.S. Department of Labor (“DOL”) as part of the DOL’s inquiries into Community Health’s changes to its FMLA program and policies.

31. Community Health wrongfully discriminated against and retaliated against

Plahitko for opposing conduct made unlawful by the FMLA and for giving information in inquiries and proceedings related to efforts by fellow employees who were applying for FMLA leave. Plahitko was the person assigned to administer and decide employee FMLA requests. Plahitko refused to violate the FMLA, as Community Health had dictated, and instead opposed the unlawful conduct and informed the employees who would be harmed by Community Health's conduct that violated the FMLA, including the employees with the initials E.F. and D.E. Moreover, Community Health wrongfully discriminated against and retaliated against Plahitko for providing information to the U.S. Department of Labor during its inquiries into the complaints from Plahitko and the legality of Community Health's changes to its FMLA policies and practices.

32. As a direct and proximate result of Community Health's conduct, Plahitko has sustained substantial economic losses, including, but not limited to, career damage, past and future loss of wages, and other economic benefits. By way of this Complaint, for Community Health's violations of the FMLA, Plahitko is seeking all available damages, including, but not limited to, liquidated damages, back pay and benefits, front pay and benefits, all of her attorney's fees, costs and expenses, reinstatement, and any other damages necessary to remedy Community Health's violations of Plahitko's rights under the FMLA.

33. Wrongful termination of Plahitko's employment is prohibited by 29 U.S.C. § 2615.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Alison M. Plahitko respectfully requests that the Court enter judgment against Defendant Community Health Network, Inc. and issue all available relief to

Plahitko, including, but not limited to, the following:

1. All damages available under the FMLA, including all back pay and benefits, all available liquidated damages, reinstatement and/or front pay and benefits, and payment of all reasonable attorney's fees, costs and expenses;
2. Costs;
3. Pre-judgment interest, if available; and
4. Any and all other relief just and proper in the premises.

Respectfully submitted,

HASSLER KONDRAS MILLER LLP

By /s/Robert P. Kondras, Jr.

Robert P. Kondras, Jr.
Attorney No. 18038-84
100 Cherry Street
Terre Haute, IN 47807
(812) 232-9691
(812) 234-2881 Facsimile
kondras@hkmlawfirm.com

REQUEST FOR TRIAL BY JURY

Comes now Plaintiff Alison M. Plahitko, by counsel, and requests a trial by jury on all issues which may be tried to a jury.

Respectfully submitted,

HASSLER KONDRAS MILLER LLP

By /s/Robert P. Kondras, Jr.

Robert P. Kondras, Jr.
Attorney No. 18038-84
100 Cherry Street
Terre Haute, IN 47807
(812) 232-9691

(812) 234-2881 Facsimile
kondras@hkmlawfirm.com