

**IN THE COURT OF COMMON PLEAS FOR FRANKLIN COUNTY, OHIO
GENERAL DIVISION**

ELIZABETH BURCHETT,

7887 Chanting Circle
Mechanicsburg, OH 43044

PLAINTIFF,

v.

NATIONWIDE CHILDREN'S HOSPITAL,

C/O Statutory Agent Rhonda L. Comer
700 Children's Drive 7th FL-OCC
Columbus, OH 43205

and,

VERONICA WEBER,

700 Children's Drive
Columbus, OH 43205

DEFENDANTS.

**COMPLAINT WITH JURY DEMAND
ENDORSED HEREON**

I. NATURE OF THE CLAIMS

1. This is a civil action by Plaintiff Elizabeth Burchett against her former employer, Nationwide Children's Hospital and Veronica Weber. Defendants committed one or more of the following unlawful acts against Ms. Burchett: (1) discriminated against her because of her age; (2) discriminated against her because of her disability; (3) failed to reasonably accommodate her disability; and/or (4) retaliated against her for her protected activity.

2. Accordingly, Ms. Burchett now files this civil action. She seeks to recover for the harm she has suffered, to punish Defendants for their conduct, and to deter Defendants from ever perpetrating their conduct against any other person.

II. JURISDICTION AND VENUE

3. Pursuant to R.C. 1907.03 and 2305.01, this Court has original jurisdiction because this is a civil action where the amount in controversy exceeds the county court's exclusive original jurisdiction.

4. Pursuant to R.C. 2307.381-.385, and the Due Process Clauses of the federal and Ohio Constitutions, this Court has personal jurisdiction over Defendant Nationwide Children's Hospital and Defendant Veronica Weber because they are residents of, and have continuous and systematic contacts with, the State of Ohio.

5. Pursuant to Civ.R. 3(C)(1), (C)(2), (C)(3), and/or (C)(6) this Court is the appropriate venue because Franklin County, Ohio is a county in which a defendant resides; is a county in which a defendant has a principal place of business; is a county in which a defendant conducted activity that gave rise to the claims for relief; and/or is a county in which all or part of the claims for relief arose.

III. PARTIES

6. Plaintiff Elizabeth Burchett ("Plaintiff" or "Ms. Burchett") is a natural person who is a resident of Champaign County, Ohio. Defendant Nationwide Children's Hospital employed Ms. Burchett from January of 2013 up until Defendants fired her on June 13, 2023.

7. Defendant Nationwide Children's Hospital ("Defendant NCH" or the "Company") is a non-profit corporation that incorporated in the State of Ohio and has its principal place of business in Franklin County, Ohio. Defendant NCH is a medical services provider for children.

8. Defendant Veronica Weber ("Defendant Weber") is a natural person who, upon information or belief, is a resident of Franklin County, Ohio. At all relevant times, Defendant

Weber had supervisory authority over Ms. Burchett. Upon information or belief, Defendant Weber was an individual responsible for, and/or who participated in, the adverse employment action(s) against Ms. Burchett.

IV. FACTS

9. Defendants employed Ms. Burchett from approximately January of 2013 up until Defendants fired her on June 13, 2023. Her job performance always met or exceeded expectations.

10. Ms. Burchett suffers from a foot injury that substantially limits her ability to walk, balance, and constitutes a disability.

11. For her disability, Ms. Burchett took leave under the Family and Medical Leave Act (“FMLA”).

12. Defendants continually contacted her during her FMLA leave and asked when she was coming back.

13. On June 8, 2023, Defendants met with Ms. Burchett regarding text messages between her and her coworker, Brittany Howard.

14. Ms. Burchett was an employee for ten years with no employment issues and Ms. Howard worked for the Company for ninety days.

15. Ms. Burchett is forty-nine years old, and Ms. Howard is approximately twenty-eight years old.

16. Defendants claimed that the text messages between Ms. Burchett and Ms. Howard showed lateral violence because the texts were anti-management.

17. Ms. Burchett informed the Company that those weren’t her texts and offered to get her phone and have Defendants look through her texts.

18. Ms. Burchett even pulled her Verizon phone records that showed that there were no text messages between her and Ms. Howard on the day in question, June 3, 2023.

19. On June 14, 2023, Defendants terminated Ms. Burchett.

20. On October 4, 2023, Ms. Burchett timely filed a charge of discrimination with the Ohio Civil Rights Commission (“OCRC”) and Equal Employment Opportunity Commission alleging the facts and claims contained in this Complaint.

21. On February 8, 2024, the OCRC issued Ms. Burchett a right-to-sue letter.

V. CLAIMS FOR RELIEF

COUNT I

Violation of Ohio Revised Code Chapter 4112 (Age Discrimination – Termination of Employment)

Against Defendant NCH

22. All preceding paragraphs are incorporated by reference as if fully restated in this paragraph.

23. Plaintiff was at all relevant times an “employee” within the meaning of R.C. 4112.01(A)(3).

24. Plaintiff was at all relevant times at least forty years old within the meaning of R.C. 4112.01(A)(14).

25. Defendant was at all relevant times an “employer” within the meaning of R.C. 4112.01(A)(2).

26. Defendant violated R.C. Chapter 4112 when it terminated Plaintiff’s employment because of her age. Alternatively, Plaintiff’s age was a motivating factor in the decision by Defendant to terminate Plaintiff’s employment.

27. As a proximate result of Defendant's actions, Plaintiff has been and continues to be damaged in an amount to be determined at trial but exceeding \$25,000.

28. Consistent with R.C. 2315.21, Plaintiff is entitled to punitive damages because the actions or omissions of Defendant demonstrate malice or aggravated or egregious fraud, and/or Defendant as principal or master knowingly authorized, participated in, or ratified the actions or omissions that so demonstrate.

29. Consistent with the rule in *Columbus Finance, Inc. v. Howard*, 42 Ohio St.2d 178, 71 Ohio App.2d 174, 327 N.E.2d 654 (1975), and because Plaintiff is entitled to punitive damages, Plaintiff is entitled to reasonable attorneys' fees incurred in pursuing Count I. Alternatively, pursuant to R.C. 4112.14(B), Plaintiff is entitled to reasonable attorneys' fees incurred in pursuing Count I.

COUNT II

Violation of Ohio Revised Code Chapter 4112 (Disability Discrimination – Termination of Employment)

Against Defendant NCH

30. All preceding paragraphs are incorporated by reference as if fully restated in this paragraph.

31. Plaintiff was at all relevant times an "employee" within the meaning of R.C. 4112.01(A)(3).

32. Plaintiff at all relevant times had a "disability" within the meaning of R.C. 4112.01(A)(13).

33. Defendant was at all relevant times an "employer" within the meaning of R.C. 4112.01(A)(2).

34. Defendant violated R.C. Chapter 4112 when it terminated Plaintiff's employment because of her disability or disabilities. Alternatively, Plaintiff's disability or disabilities was a motivating factor in the decision by Defendant to terminate Plaintiff's employment.

35. As a proximate result of Defendant's actions, Plaintiff has been and continues to be damaged in an amount to be determined at trial but exceeding \$25,000.

36. Consistent with R.C. 2315.21, Plaintiff is entitled to punitive damages because the actions or omissions of Defendant demonstrate malice or aggravated or egregious fraud, and/or Defendant as principal or master knowingly authorized, participated in, or ratified the actions or omissions that so demonstrate.

37. Consistent with the rule in *Columbus Finance, Inc. v. Howard*, 42 Ohio St.2d 178, 71 Ohio App.2d 174, 327 N.E.2d 654 (1975), and because Plaintiff is entitled to punitive damages, Plaintiff is entitled to reasonable attorneys' fees incurred in pursuing Count II.

COUNT III

Violation of Ohio Revised Code Chapter 4112 (Regarded-As Disability Discrimination – Termination of Employment)

Against Defendant NCH

38. All preceding paragraphs are incorporated by reference as if fully restated in this paragraph.

39. Plaintiff was at all relevant times an "employee" within the meaning of R.C. 4112.01(A)(3).

40. Plaintiff at all relevant times had a "disability" within the meaning of R.C. 4112.01(A)(13).

41. Defendant was at all relevant times an "employer" within the meaning of R.C. 4112.01(A)(2).

42. Defendant violated R.C. Chapter 4112 when it terminated Plaintiff's employment because of her physical and/or mental impairment(s). Alternatively, Plaintiff's physical and/or mental impairment(s) was a motivating factor in its decision to terminate Plaintiff's employment.

43. As a proximate result of Defendant's actions, Plaintiff has been and continues to be damaged in an amount to be determined at trial but exceeding \$25,000.

44. Consistent with R.C. 2315.21, Plaintiff is entitled to punitive damages because the actions or omissions of Defendant demonstrate malice or aggravated or egregious fraud, and/or Defendant as principal or master knowingly authorized, participated in, or ratified the actions or omissions that so demonstrate.

45. Consistent with the rule in *Columbus Finance, Inc. v. Howard*, 42 Ohio St.2d 178, 71 Ohio App.2d 174, 327 N.E.2d 654 (1975), and because Plaintiff is entitled to punitive damages, Plaintiff is entitled to reasonable attorneys' fees incurred in pursuing Count III.

COUNT IV

Violation of Ohio Revised Code Chapter 4112 (Retaliation – Termination of Employment)

Against All Defendants

46. All preceding paragraphs are incorporated by reference as if fully restated in this paragraph.

47. Plaintiff was at all relevant times a "person" within the meaning of R.C. 4112.01(A)(1).

48. Defendants were at all relevant times "person(s)" within the meaning of R.C. 4112.01(A)(1).

49. Plaintiff engaged in the activity protected by R.C. 4112.02(I).

50. Defendants violated R.C. 4112.02(I) when they terminated Plaintiff's employment because Plaintiff engaged in the protected activity set forth in the statute. Alternatively, Plaintiff's protected activity was a motivating factor in the decision by Defendants to terminate Plaintiff's employment.

51. As a proximate result of Defendants' actions, Plaintiff has been and continues to be damaged in an amount to be determined at trial but exceeding \$25,000.

52. Consistent with R.C. 2315.21, Plaintiff is entitled to punitive damages because the actions or omissions of Defendants demonstrate malice or aggravated or egregious fraud, and/or Defendants as principals or masters knowingly authorized, participated in, or ratified the actions or omissions that so demonstrate.

53. Consistent with the rule in *Columbus Finance, Inc. v. Howard*, 42 Ohio St.2d 178, 71 Ohio App.2d 174, 327 N.E.2d 654 (1975), and because Plaintiff is entitled to punitive damages, Plaintiff is entitled to reasonable attorneys' fees incurred in pursuing Count IV.

COUNT V

Violation of Ohio Revised Code Chapter 4112 (Disability Discrimination – Failure to Accommodate)

Against Defendant NCH

54. All preceding paragraphs are incorporated by reference as if fully restated in this paragraph.

55. Plaintiff was at all relevant times an "employee" within the meaning of R.C. 4112.01(A)(3).

56. Plaintiff at all relevant times had a "disability" within the meaning of R.C. 4112.01(A)(13).

57. Defendant was at all relevant times an “employer” within the meaning of R.C. 4112.01(A)(2).

58. Defendant violated R.C. Chapter 4112 when it failed to provide a reasonable accommodation for Plaintiff’s disability.

59. As a proximate result of Defendant’s actions, Plaintiff has been and continues to be damaged in an amount to be determined at trial but exceeding \$25,000.

60. Consistent with R.C. 2315.21, Plaintiff is entitled to punitive damages because the actions or omissions of Defendant demonstrate malice or aggravated or egregious fraud, and/or Defendant as principal or master knowingly authorized, participated in, or ratified the actions or omissions that so demonstrate.

61. Consistent with the rule in *Columbus Finance, Inc. v. Howard*, 42 Ohio St.2d 178, 71 Ohio App.2d 174, 327 N.E.2d 654 (1975), and because Plaintiff is entitled to punitive damages, Plaintiff is entitled to reasonable attorneys’ fees incurred in pursuing Count V.

COUNT VI

Violation of Ohio Revised Code Chapter 4112 (Aiding and Abetting Unlawful Discrimination and Retaliation)

Against Defendant Weber

62. All preceding paragraphs are incorporated by reference as if fully restated in this paragraph.

63. Plaintiff was at all relevant times an “employee” within the meaning of R.C. 4112.01(A)(3).

64. Defendant Weber was at all relevant times a “person” within the meaning of R.C. 4112.01(A)(1).

65. Defendant Weber violated R.C. 4112.02(J) when she aided, abetted, incited, compelled, or coerced the unlawful discrimination and/or retaliation against Plaintiff set forth in this Complaint.

66. As a proximate result of Defendant Weber's actions, Plaintiff has been and continues to be damaged in an amount to be determined at trial but exceeding \$25,000.

67. Consistent with R.C. 2315.21, Plaintiff is entitled to punitive damages because the actions or omissions of Defendant Weber demonstrate malice or aggravated or egregious fraud, and/or Defendant Weber as principal or master knowingly authorized, participated in, or ratified the actions or omissions that so demonstrate.

68. Consistent with the rule in *Columbus Finance, Inc. v. Howard*, 42 Ohio St.2d 178, 71 Ohio App.2d 174, 327 N.E.2d 654 (1975), and because Plaintiff is entitled to punitive damages, Plaintiff is entitled to reasonable attorneys' fees incurred in pursuing Count VI.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests judgment in her favor on all claims in this Complaint and requests the following relief:

- A. Economic compensatory damages in an amount to be determined at trial;
- B. Non-economic compensatory damages in an amount to be determined at trial;
- C. Liquidated, treble, punitive, or other exemplary damages in an amount to be determined at trial;
- D. Reinstatement or, in the alternative, front pay in an amount to be determined;
- E. Reasonable attorneys' fees incurred in pursuing the claims against Defendants;
- F. All costs and expenses incurred in pursuing the claims against Defendants;
- G. Pre- and post-judgment interest; and

H. All other legal and equitable relief this Court and/or a jury determines is appropriate.

VII. JURY DEMAND

Pursuant to Civ.R. 38, Plaintiff demands a trial by jury on all claims and issues that are triable.

Respectfully submitted,

By: /s/ Jamie R. Bailey

Jamie R. Bailey (Ohio Bar No. 0099789)

Nathaniel R. Miner (Ohio Bar No. 0104679)

WILLIS SPANGLER STARLING

4635 Trueman Boulevard, Suite 100

Hilliard, Ohio 43026

Telephone: (614) 586-7900

Facsimile: (614) 586-7901

jbailey@willisattorneys.com

nminer@willisattorneys.com

Attorneys for Plaintiff Elizabeth Burchett