

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
OWENSBORO DIVISION

WHITNEY LAIRD)
Plaintiff,) Case No. 4:25-cv-136-GNS
(Electronically Filed)
v.)
HENDERSON COMMUNITY COLLEGE /)
KENTUCKY COMMUNITY AND)
TECHNICAL COLLEGE SYSTEM)
)
Defendant.

**DEFENDANT KENTUCKY
COMMUNITY AND TECHNICAL COLLEGE SYSTEM'S ANSWER TO COMPLAINT**

Defendant, Kentucky Community & Technical College System (“KCTCS”)¹, by counsel, and for its Answer to the Complaint filed by Plaintiff, Whitney Laird (“Plaintiff”), states as follows:

I. NATURE OF THE CASE

1. KCTCS admits that Plaintiff is attempting to assert claims under the FMLA, ADA, and KCRA, but denies that Plaintiff is entitled to any relief under these statutes. KCTCS denies any remaining allegations in numerical paragraph 1 of Plaintiff's Complaint.

II. PARTIES

¹ Plaintiff names “Henderson Community College/Kentucky Community and Technical College System” as the Defendant in her Complaint. Henderson Community College is one of sixteen community and technical colleges within KCTCS, which is the legal entity established and organized under KRS Chapter 164 to govern and manage the Commonwealth of Kentucky’s community and technical colleges. *See* KRS 164.580; 164.5807; KRS 164.591. The community and technical colleges within KCTCS, including Henderson Community College, have no independent legal existence outside of KCTCS. *See* KRS 164.591. Thus, KCTCS responds to Plaintiff’s Complaint as the proper Defendant.

2. KCTCS is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in numerical paragraph 2 of Plaintiff's Complaint and, therefore, denies those allegations for that reason.

3. KCTCS admits the allegations in numerical paragraph 3 of Plaintiff's Complaint.

III. JURISDICTION AND VENUE

4. Numerical paragraph 4 of Plaintiff's Complaint expresses conclusions of law to which no response is required. To the extent a response is required, KCTCS denies the allegations contained in numerical paragraph 4 of Plaintiff's Complaint.

5. Numerical paragraph 5 of Plaintiff's Complaint expresses conclusion of law to which no response is required. To the extent a response is required, KCTCS denies the allegations in numerical paragraph 5 of Plaintiff's Complaint.

6. Numerical paragraph 6 of Plaintiff's Complaint expresses conclusions of law to which no response is required. To the extent a response is required, KCTCS denies the allegations contained in numerical paragraph 6 of Plaintiff's Complaint.

7. Numerical paragraph 7 of Plaintiff's Complaint expresses conclusions of law to which no response is required. To the extent a response is required, KCTCS denies the allegations contained in numerical paragraph 7 of Plaintiff's Complaint.

8. Numerical paragraph 8 of Plaintiff's Complaint expresses conclusions of law to which no response is required. To the extent a response is required, KCTCS denies the allegations contained in numerical paragraph 8 of Plaintiff's Complaint.

9. Numerical paragraph 9 of Plaintiff's Complaint expresses conclusions of law to which no response is required. To the extent a response is required, KCTCS denies the allegations contained in numerical paragraph 9 of Plaintiff's Complaint.

IV. FACTUAL ALLEGATIONS

10. KCTCS admits the allegations contained in numerical paragraph 10 of Plaintiff's Complaint.

11. KCTCS admits that it renewed Plaintiff's employment contract. KCTCS denies the remaining allegations set forth in numerical paragraph 11 of Plaintiff's Complaint.

12. With respect to the allegations contained in numerical paragraph 12 of Plaintiff's Complaint, KCTCS admits that Plaintiff was approved for intermittent leave under the Family and Medical Leave Act (FMLA) in Spring 2024. With regard to Plaintiff's alleged health conditions, i.e., "anxiety, depression, and PTSD," KCTCS is without knowledge or information sufficient to form a belief as to the truth of these allegations and, therefore, denies them for that reason. KCTCS denies any remaining allegations in numerical paragraph 12.

13. With respect to the allegations contained in numerical paragraph 13 of Plaintiff's Complaint, KCTCS admits that Plaintiff was approved for consecutive leave under FMLA for the period in September and October 2024. Upon information and belief, KCTCS admits the allegation in numerical paragraph 13 of Plaintiff's Complaint that Plaintiff lost her husband in September 2024. With respect to the remaining allegations in numerical paragraph 13 of Plaintiff's Complaint, KCTCS is without knowledge of sufficient information to form a belief as to the truth of these allegations and, therefore, denies them.

14. With respect to the allegations contained in numerical paragraph 14 of Plaintiff's Complaint, KCTCS admits that Plaintiff submitted updated FMLA requests and was approved for intermittent leave in October 2024. KCTCS further admits that allegation in numerical paragraph

14 of Plaintiff's Complaint that Plaintiff returned to work on or about October 14, 2024. KCTCS denies the remaining allegations contained in numerical paragraph 14 of Plaintiff's Complaint.

15. With respect to the allegations contained in numerical paragraph 15 of Plaintiff's Complaint, KCTCS admits that it terminated Plaintiff's employment. KCTCS denies the remaining allegations in numerical paragraph 15 of Plaintiff's Complaint.

16. KCTCS denies the allegations in numerical paragraph 16 of Plaintiff's Complaint.

17. KCTCS denies the allegations contained in numerical paragraph 17 of Plaintiff's Complaint.

COUNT 1: ADA & KCRA – DISABILITY DISCRIMINATION

18. With respect to the allegations contained in numerical paragraph 18 of Plaintiff's Complaint, KCTCS repeats and incorporates its responses to the allegations in numerical paragraphs 1 through 17 as if fully set forth herein.

19. KCTCS denies the allegations contained in numerical paragraph 19 of Plaintiff's Complaint.

20. KCTCS denies the allegations contained in numerical paragraph 20 of Plaintiff's Complaint.

21. KCTCS denies the allegations contained in numerical paragraph 21 of Plaintiff's Complaint.

22. KCTCS denies the allegations contained in numerical paragraph 22 of Plaintiff's Complaint.

COUNT II: ADA & KCRA – FAILURE TO COMMUNICATE

23. With respect to the allegations contained in numerical paragraph 23 of Plaintiff's Complaint, KCTCS repeats and incorporates its responses to the allegations in numerical paragraphs 1 through 22 as if fully set forth herein.

24. KCTCS denies the allegations contained in numerical paragraph 24 of Plaintiff's Complaint.

25. KCTCS denies the allegations contained in numerical paragraph 25 of Plaintiff's Complaint.

26. KCTCS denies the allegations contained in numerical paragraph 26 of Plaintiff's Complaint.

COUNT III: FMLA RETALIATION

27. With respect to the allegations contained in numerical paragraph 27 of Plaintiff's Complaint, KCTCS repeats and incorporates its response to the allegations in numerical paragraphs 1 through 26 as if fully set forth herein.

28. Numerical paragraph 28 of Plaintiff's Complaint expresses conclusions of law to which no response is required. To the extent a response is required, KCTCS denies the allegations contained in numerical paragraph 28 of Plaintiff's Complaint.

29. KCTCS denies the allegations contained in numerical paragraph 29 of Plaintiff's Complaint.

30. KCTCS denies the allegations contained in numerical paragraph 30 of Plaintiff's Complaint.

31. KCTCS denies the allegations contained in numerical paragraph 31 of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

Until KCTCS avails itself of discovery, it cannot determine whether the following affirmative defenses will be asserted at trial. These defenses, however, are asserted herein to preserve KCTCS's right to assert them at trial, or before, and to give notice of KCTCS's intent to assert these defenses and to avoid waiver of any affirmative defenses.

FIRST DEFENSE

1. KCTCS denies each and every allegation in Plaintiff's Complaint not specifically admitted herein.
2. Plaintiff's Complaint, in whole or in part, fails to state a claim upon which relief may be granted against KCTCS.
3. Plaintiff's claims are barred by waiver, estoppel, laches, unclean hands, and/or the statute of limitations.
4. Plaintiff has failed to mitigate damages, if any.
5. Plaintiff's damages, if any, are not the result of any action or inaction taken by KCTCS.
6. Plaintiff is unable to establish a prima facie case of discrimination under applicable law.
7. Plaintiff was not qualified for her position.
8. All actions taken by KCTCS were taken for legitimate, non-discriminatory, and non-retaliatory reasons and were done in good faith and in an honest belief that they were appropriate under the law.
9. Plaintiff is unable to establish that KCTCS's actions were pretext for discrimination or retaliation.

10. Plaintiff would have taken the same action in the absence of any impermissible motivating factor.

11. Plaintiff was an at-will employee whose employment could have been terminated at any time, for any reason, with or without notice.

12. Plaintiff's employment ended for reasons unrelated to her taking FMLA leave.

13. Plaintiff was afforded all leave required by the FMLA.

14. To the extent that any employee, supervisor, or manager acted or engaged in wrongful conduct, the employee was acting outside the course and scope of the employment with KCTCS.

15. Plaintiff's claims are barred to the extent the Court lacks jurisdiction over the subject matter (or any other aspect) of the lawsuit.

16. KCTCS exercised reasonable care to prevent, investigate, and correct any harassing, discriminatory, or retaliatory conduct that may have occurred.

17. To the extent Plaintiff engaged in protected activity there is no causal connection between any such activity and any term or condition of her employment.

18. Any damages and/or losses claimed by Plaintiff resulted, in whole or in part, from substantial intervening, superseding causes, acts, or omissions for which KCTCS has no responsibility, including Plaintiff's own actions.

19. Plaintiff never complained to KCTCS or any representative of KCTCS regarding alleged discrimination, harassment, or retaliation based on any factor.

20. Plaintiff failed to take advantage of any preventative or corrective measures or otherwise avoid harm.

21. To the extent that discovery reveals after-acquired evidence of wrongdoing by Plaintiff, which would have materially affected the terms and conditions of Plaintiff's employment, or would have resulted in Plaintiff being demoted, disciplined, or terminated, such after-acquired evidence shall bar Plaintiff's claim on liability or damages or shall reduce them as provided by law.

22. Plaintiff is not entitled to liquidated damages because KCTCS acted in good faith and had no reasonable grounds to believe that its conduct would violate the FMLA (which it denies).

23. Punitive damages are not recoverable under the KCRA.

24. KCTCS incorporates by reference each and every affirmative defense available to it under Rule 8 and 12 of the Federal Rules of Civil Procedure which discovery may reveal to be appropriate.

25. KCTCS hereby reserves its right to amend its Answer to assert any additional affirmative defenses which may become apparent and/or applicable during the course of discovery and thereafter.

PRAYER FOR RELIEF

WHEREFORE, KCTCS demands as follows:

- A. That Plaintiff's Complaint and each and every allegation contained therein against KCTCS be dismissed with prejudice;
- B. That judgment be awarded in KCTCS's favor;
- C. That KCTCS be granted its costs and expenses incurred in this action, including reasonable attorneys' fees; and
- D. That KCTCS be granted all further relief to which it may be entitled.

Respectfully submitted,

/s/ Sarah T. Laren

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SYSTEM

CERTIFICATE OF SERVICE

It is hereby certified that on this 30 day of December, 2025, the foregoing was electronically filed with the Clerk of the Court by using the CM/ECF system which will serve notice upon the following:

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/s/ Sarah T. Laren
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