

THE DWYER LAW FIRM, L.L.C.
17 Academy Street, Suite 1010
Newark, New Jersey 07102
(973) 242-3636
Attorneys for Plaintiff

VERONICA BIKOFSKY, D.M.D.,

Plaintiff,

v.

SAINT BARNABAS CORPORATION,
NEWARK BETH ISRAEL MEDICAL
CENTER, INC. and
JOHN A. BRENNAN, M.D.

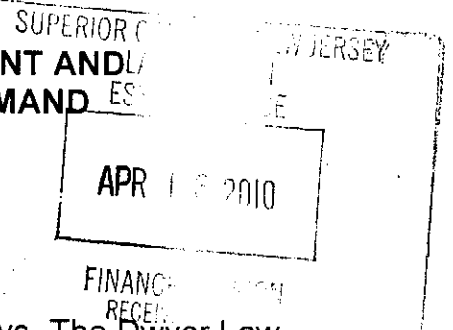
Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY

Docket No. ESX-L- 3176-10

Civil Action

COMPLAINT AND
JURY DEMAND



Plaintiff Veronica Bikofsky, D.M.D., by her attorneys, The Dwyer Law

Firm, L.L.C., alleges:

**COUNT ONE – VIOLATION OF THE NEW JERSEY
LAW AGAINST DISCRIMINATION**

1. Plaintiff Veronica Bikofsky, D.M.D. is a resident of New Jersey.
2. Upon information and belief, defendant Saint Barnabas

Corporation is a New Jersey non-profit corporation, authorized to do business in the State of New Jersey, with its principal place of business located at 95 Old Short Hills Road, West Orange, New Jersey.

3. Upon information and belief, defendant Newark Beth Israel Medical Center, Inc. (hereinafter "NBIMC") is a New Jersey non-profit corporation, authorized to do business in the State of New Jersey, with its

principal place of business located at 201 Lyons Avenue, Newark, New Jersey.

4. Upon information and belief, Saint Barnabas Corporation acquired NBIMC in 1996.

5. Upon information and belief, Saint Barnabas Corporation is the owner and sole member of NBIMC.

6. Upon information and belief, at all times relevant herein, defendant John A. Brennan, M.D., was the Executive Director of defendant NBIMC. Defendant Brennan is sued in his official and individual capacities.

7. Upon information and belief, on or about July 1, 1979, defendant NBIMC created a partnership called the Beth Dental Group.

8. Upon information and belief, on or about July 1, 1979, NBIMC and the Beth Dental Group, entered into a licensing agreement, whereby the Beth Dental Group operated a dental practice on the premises of NBIMC, at the location at 201 Lyons Avenue, Newark, New Jersey.

9. Under the licensing agreement, the Beth Dental Group was given a non-exclusive license to use the facilities at NBIMC to conduct a group dental practice.

10. Under the licensing agreement, NBIMC was given ultimate control over the operation of the dental practice conducted by the Beth Dental Group.

11. Under the licensing agreement, NBIMC was also entitled to a portion of the fees generated by the dental practice conducted by the Beth Dental Group.

12. On or about February 13, 1981, plaintiff entered into a partnership agreement with the Beth Dental Group, whereby she became a partner in the Beth Dental Group.

13. Plaintiff proceeded to work at the Beth Dental Group on a part time basis.

14. On or about August 14, 1981, in an addendum to the partnership agreement, which was made effective September 11, 1981, plaintiff became the full time Directing Partner of the Beth Dental Group.

15. Plaintiff thereafter proceeded to work full time in the Beth Dental Group as the Director or Directing Partner.

16. From the time plaintiff began as a partner with the Beth Dental Group in 1981, until 2001, plaintiff's compensation for her work was paid by defendant NBIMC, with the income being reported to taxing authorities on 1099 statements.

17. In 2001, plaintiff was advised by defendant NBIMC that her employment arrangement needed to change, and that going forward she needed to be treated and paid as a regular employee of NBIMC.

18. Therefore, effective March 1, 2001, plaintiff applied and was hired as an employee of defendant NBIMC.

19. From 2001 until her termination, plaintiff's compensation for her work in the Beth Dental Group was paid by defendant NBIMC, with the income being reported to taxing authorities on W-2 statements.

20. Plaintiff otherwise continued in her role as the Directing Partner of the Beth Dental Group.

21. Plaintiff also worked for defendants as the Clinical Instructor of Operating Room Dentistry for the Handicapped.

22. Plaintiff was born on June 21, 1939, and is presently 70 years old.

23. Plaintiff was an exemplary employee, and at all times met or exceeded all of the legitimate expectations of her employer.

24. On October 30, 2008, defendant John A. Brennan wrote to plaintiff, advising her that NBIMC was terminating the Licensing Agreement with the Beth Dental Group, which would have the effect of terminating plaintiff's employment with NBIMC.

25. Defendant Brennan's termination letter on behalf of NBIMC was copied to David Mebane, the Vice President of Legal Affairs for Saint Barnabas Corporation.

26. Upon information and belief, defendant Saint Barnabas Corporation knew of and approved plaintiff's termination.

27. Although plaintiff was given notice of the termination of her employment on October 30, 2008, the termination was not effectuated

immediately, because of the need to wind down the practice and avoid any patient abandonment.

28. Plaintiff remained an employee of NBIMC and remained on the payroll of NBIMC as Directing Partner of the Beth Dental Group until the end of April, 2009.

29. At the same time plaintiff's employment was terminated, defendants also terminated the employment of four other dentists in the practice, all of whom were older individuals.

30. Upon information and belief, after plaintiff was fired, defendants continued operating a dental practice at the same location, which they currently call the "Beth Dental Practice," except that the work is now performed by dentists who are substantially younger than plaintiff.

31. Upon information and belief, after plaintiff was fired, defendants also sought a replacement for plaintiff's position as Director of the practice, and sought out individuals as potential candidates who were substantially younger than plaintiff.

32. Defendants' stated reasons for terminating plaintiff's employment are a pretext for the real reason for her firing, which was age discrimination.

33. Plaintiff's termination was discriminatory on the basis of her age.

34. Plaintiff's termination was without just cause.

35. Defendants were plaintiff's "employer" within the meaning of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

36. By the foregoing conduct, defendants have treated plaintiff adversely with respect to the terms, conditions and privileges of her employment on account of her age, in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

37. Upon information and belief, defendants have discriminated against other older employees, including but not limited to discriminating against them by firing older employees and replacing them with substantially younger employees.

38. Upon information and belief, defendants have treated older employees less favorably in the terms and conditions of their employment than younger employees.

39. The acts of defendant Brennan were committed within the scope of his employment.

40. Defendants Saint Barnabas Corporation and NBIMC delegated to defendant Brennan the authority to control the work environment of plaintiff.

41. Defendant Brennan abused the authority delegated to him by defendants Saint Barnabas Corporation and NBIMC when he terminated plaintiff's employment.

42. Defendants Saint Barnabas Corporation and NBIMC are both strictly liable and vicariously liable for the discriminatory actions of defendant Brennan.

43. The actions of defendants described herein had a malicious and egregious motive.

44. The acts of defendants were meant to cause, or caused in a gross or reckless manner, egregious and unjustified harm to plaintiff.

45. The foregoing conduct of defendants was willful and intentional and evidenced defendants' reckless and/or callous indifference.

46. Defendants acted with wanton recklessness and/or reckless indifference.

47. Defendants' conduct was intentional and motivated by actual malice and ill will.

48. Defendants acted in bad faith.

49. Defendants acted with willful indifference and reckless disregard toward the unlawful termination of plaintiff.

50. Upper level management of defendants Saint Barnabas Corporation and NBIMC either approved or acted with willful indifference or reckless disregard to the unlawful termination of plaintiff, so as to warrant punitive damages against defendants Saint Barnabas Corporation and NBIMC.

51. As a result of defendants' unlawful conduct, defendants have caused plaintiff to suffer personal hardships, including economic loss, physical and emotional distress, anxiety, pain and suffering, humiliation, career, family and social disruption and other grievous harm.

52. The acts of defendants were meant to cause, or caused in a gross and reckless manner, egregious and unjustified damage to plaintiff.

53. By the foregoing conduct, defendants violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

54. There is no fully adequate remedy at law.

**COUNT TWO – AIDING AND ABETTING UNDER THE
NEW JERSEY LAW AGAINST DISCRIMINATION**

55. Plaintiff repeats and re-alleges each and every allegation of paragraphs 1 through 54 as if fully set forth herein.

56. By the foregoing conduct, defendant Brennan aided and abetted defendants in treating plaintiff adversely with respect to the terms, conditions and privileges of her employment on account of her age, in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

WHEREFORE, plaintiff demands judgment and an order:

- A. Awarding compensatory damages for all economic loss, including but not limited to back pay, front pay, bonuses, commissions, incentive pay, expense reimbursements, travel allowance and all other compensation to which plaintiff is entitled;
- B. Awarding compensatory damages for all other economic loss, physical and emotional distress, anxiety, humiliation, injury to reputation, emotional harm, pain and suffering, career, family and social disruption and other grievous harm;
- C. Awarding punitive damages;
- D. Awarding costs and disbursements of this suit, including reasonable attorney's fees;
- E. Awarding pre-judgment interest; and

F. Awarding such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all actions triable to a jury.

THE DWYER LAW FIRM, L.L.C.
Attorneys for Plaintiff

By:

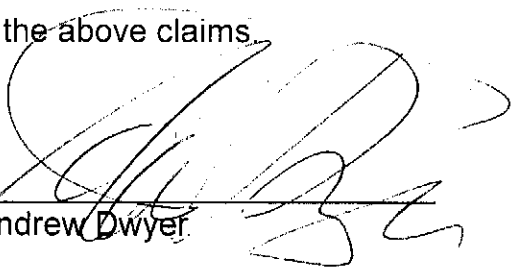

Andrew Dwyer

Dated:



CERTIFICATION

The undersigned hereby certifies that to the best of his knowledge and belief, there are no other parties who should be joined in this action and there are no other actions pending concerning the above claims.



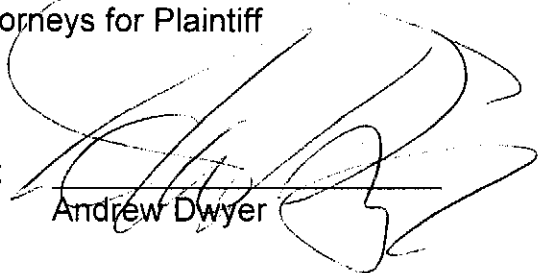
Andrew Dwyer

Dated: 4/14/10

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Andrew Dwyer is hereby designated as trial counsel for plaintiff.

THE DWYER LAW FIRM, L.L.C.
Attorneys for Plaintiff

By: 

Andrew Dwyer

Dated: 4/14/10