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Attorney for Plaintiff Cynthia Davis

CYNTHIA DAVIS,	:	SUPERIOR COURT OF NEW JERSEY
	:	COUNTY OF GLOUCESTER
Plaintiff,	:	LAW DIVISION
vs.	:	DOCKET NO. GLU-L-1215-13
	:	Civil Action
DEPTFORD TOWNSHIP	:	
BOARD OF EDUCATION and	:	
ARTHUR DIETZ,	:	<u>COMPLAINT, JURY DEMAND</u>
Defendants.	:	<u>AND DESIGNATION OF TRIAL COUNSEL</u>

INTRODUCTORY STATEMENT

Plaintiff, Cynthia Davis brings this action against the Deptford Township Board of Education and Arthur Dietz under the New Jersey Law Against Discrimination (LAD), as well as a breach of contract, and libel and slander. The Plaintiff at all times relevant had been employed at the Monongahela Middle School in Deptford Township as a school nurse. On September 27, 2012, Plaintiff had occasion to treat a middle school student for a potential allergic reaction. As a result of allegations made by the Deptford Board of Education regarding this incident, including but not limited to, libelous and slanderous remarks made by the School Principal Arthur Dietz, the Plaintiff was informed that her contract would not be renewed so that in fact Plaintiff was terminated from her employment.

In addition to the facts above, the Plaintiff is the mother of an individual suffering from Crohn's disease among other serious medical ailments. The Deptford Board of Education, in an attempt to reduce medical premiums and budgetary expenses, utilized the incident previously described as a subterfuge or pretext in order to terminate the employment of Plaintiff. Said action was in violation of the NJLAD which forbids discrimination against an employee who has an association with or a family member who suffers from a disability. In addition such actions represent a breach of contract.

PARTIES

1. The Plaintiff, Cynthia Davis is an individual residing at 1564 Good Intent Road, Deptford, New Jersey 08096.
2. The defendant, Arthur Dietz is an individual residing in Philadelphia, PA.
3. The Defendant, Deptford Township Board of Education is a government entity with its principle headquarters located at 2022 Good Intent Road, Deptford, NJ 08096.

STATEMENT OF FACTS

4. Plaintiff was hired by the Defendant, Deptford Board of Education to provide services as a school nurse at the Monongahela Middle School. Plaintiff was hired in August of 2010.
5. At all times relevant hereto the Plaintiff was the mother of a 25 year old individual who suffers from Crohn's disease as well as Major Depressive Disorder, Single Episode and Psychotic Disorder. Plaintiff's daughter was covered by Plaintiff's medical insurance which is one of the benefits provided by Plaintiff's employer, the Department Board of Education.

6. Plaintiff's daughter often requires very expensive health care due to her chronic condition of Crohn's disease and other ailments.

7. Plaintiff, prior to having her contract not renewed performed her nursing and administrative duties in an exemplary fashion.

8. On or about September 27, 2012 a student presented herself at the nurse's office with a possible case of allergic reaction. The Plaintiff treated the student appropriately and within medical guidelines. The student never displayed any symptoms and did not need to present at the hospital, nor was she transported via ambulance.

9. On or about October 12, 2012 the principle of Monongahela Middle School, Arthur Dietz, issued a memorandum in which he chastised Plaintiff and characterized her actions regarding the aforementioned incident as life threatening, non compliant with medical practice and otherwise libeled and slandered the Plaintiff.

10. On May 7, 2013, Plaintiff was informed that her contract was not going to be renewed leaving Plaintiff without a position.

11. At all times relevant hereto Plaintiff was a party to a contract by and between the Deptford Board of Education and the Deptford Education Association, of which Plaintiff was a member.

12. Under the terms of Plaintiff's contract she may not be discharged unless there exists "Just Cause".

COUNT ONE

VIOLATION OF NJ LAD BY DEPARTMENT BOARD OF EDUCATION

13. Plaintiff repeats each and every previous allegation and is incorporated herein as if fully set forth.

14. Plaintiff is the mother of an individual suffering from several medical disabilities including Crohn's Disease. Plaintiff's daughter is covered under the Department of Education's medical coverage plan which is financially impacted by the medical costs associated with the treatment of plaintiff's daughter.

15. In an attempt to reduce budgetary expenses, the Deptford Township Board of Education utilized the events of September 27th, 2012 as a pretext to terminate Plaintiff, thereby eliminating Plaintiff's daughter from coverage.

16. Said action represents disparate treatment whereas an employee associated with a family member suffering from a disability is treated differently based solely on that association.

17. As a result of such disparate treatment Plaintiff suffered an adverse employment action by which she was terminated from her job by way of not having her contract renewed.

18. As a direct and proximate cause of Defendant's unlawful termination of Plaintiff, Plaintiff has suffered loss of her employment and the attendant wages and benefits and has suffered emotional distress damages.

RELIEF REQUESTED

WHEREFORE, Plaintiff demands judgment against the Defendant and requests the following relief:

- (a) Order the Defendant reinstate Plaintiff to her position with the Defendant or to a comparable position in terms of salary, benefits and responsibilities;
- (b) Order that Defendant make Plaintiff whole for all the losses she has suffered, still suffers, and will suffer in terms of lost wages, benefits, insurance and pension coverage, and any other fringe benefits of her employment;

- (c) Order that Defendant compensates Plaintiff for the emotional distress, humiliation, and anguish she has suffered on account of Defendant's wrongful termination of his employment;
- (d) Order that Defendant pay punitive damages for its egregious discrimination against Plaintiff; and
- (e) Grant Plaintiff such other relief as the Court deems just and proper.

COUNT TWO

BREACH OF CONTRACT BY DEPTFORD TOWNSHIP BOARD OF EDUCATION

19. Plaintiff repeats each and every previous allegation and is incorporated herein as if fully set forth.

20. At all times relevant hereto Plaintiff was a party and beneficiary under a certain contract between the Defendant and the Deptford Township Educational Association.

21. Pursuant to that Agreement, Plaintiff could only have her contract not renewed for good cause.

22. The reasons cited by the Board of Education do not represent good cause and the incident on September 27th, 2012 is being utilized as a pretense by Defendant in order to terminate Plaintiff.

23. As a result of Defendant's breach of contract Plaintiff has lost her employment and the attendant wages and benefits and emotional distress damages.

RELIEF REQUESTED

WHEREFORE, Plaintiff demands judgment against the Defendant and requests the following relief:

- (a) Order the Defendant reinstate Plaintiff to her position with the Defendant or to a comparable position in terms of salary, benefits and responsibilities;
- (b) Order that Defendant make Plaintiff whole for all the losses she has suffered, still suffers, and will suffer in terms of lost wages, benefits, insurance and pension coverage, and any other fringe benefits of his employment;
- (c) Order that Defendant compensates Plaintiff for the emotional distress, humiliation, and anguish she has suffered on account of Defendant's wrongful termination of his employment;
- (d) Order that Defendant pay punitive damages for its egregious discrimination against Plaintiff; and
- (f) Grant Plaintiff such other relief as the Court deems just and proper.

COUNT THREE

LIBEL AND SLANDER BY ARTHUR DIETZ

24. Plaintiff repeats each and every previous allegation and is incorporated herein as if fully set forth.

25. On or about October 12th, 2012 Defendant, Arthur Dietz utilized both verbal and written communication to allege that Plaintiff had endangered the life of a student and, in addition, that Plaintiff had failed to follow medical protocol.

26. Defendant, Arthur Dietz knew these allegations to be reckless and untrue. Defendant knew that he was neither a doctor nor a nurse and that he did not have sufficient expertise to make medical judgments regarding Plaintiff's job performance.

27. As a result of Defendant Arthur Deitz's comments, which were made outside of his ordinary course of business as a school principle, Plaintiff suffered in that her reputation as a

medical provider was so damaged that her ability to secure future work has been greatly diminished.

28. As a result of Defendant's breach of contract Plaintiff has lost her employment and the attendant wages and benefits and has suffered emotional distress damages.

RELIEF REQUESTED

WHEREFORE, Plaintiff demands judgment against the Defendant and requests the following relief:

- (a) Order the Defendant reinstate Plaintiff to her position with the Defendant or to a comparable position in terms of salary, benefits and responsibilities;
- (b) Order that Defendant make Plaintiff whole for all the losses she has suffered, still suffers, and will suffer in terms of lost wages, benefits, insurance and pension coverage, and any other fringe benefits of her employment;
- (c) Order that Defendant compensates Plaintiff for the emotional distress, humiliation, and anguish she has suffered on account of Defendant's wrongful termination of his employment;
- (d) Order that Defendant pay punitive damages for its egregious discrimination against Plaintiff; and
- (e) Grant Plaintiff such other relief as the Court deems just and proper.

LAW OFFICES OF BEN FRIEDMAN

Dated: 8-19-13



BENJAMIN FRIEDMAN
Attorney for Plaintiff Cynthia Davis

DESIGNATION OF TRIAL COUNSEL 4:25-4

Pursuant to R. 4:5-1, Benjamin Friedman, Esquire, is hereby designated Trial Counsel for Plaintiff, Cynthia Davis.

LAW OFFICES OF BEN FRIEDMAN

Dated: 8-19-13



BENJAMIN FRIEDMAN, ESQUIRE
Attorney for Plaintiff Cynthia Davis

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues in this action.

LAW OFFICES OF BEN FRIEDMAN

Dated: 8-19-13



BENJAMIN FRIEDMAN, ESQUIRE
Attorney for Plaintiff Cynthia Davis

CERTIFICATION PURSUANT TO RULE 4:5-1

I, Benjamin Friedman, attorney for Plaintiff, Ana Cruz, in the within action, hereby certifies to the best of my knowledge, the matter in controversy is not the subject of another pending or contemplated court action, nor should any other persons be joined in this litigation.

LAW OFFICES OF BEN FRIEDMAN

Dated: 8-19-13



BENJAMIN FRIEDMAN, ESQUIRE
Attorney for Plaintiff Cynthia Davis