

Thomas A. McKinney (Attorney ID 022202003)
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Attorneys for Plaintiff
Serafima Isachenko

SERAFIMA ISACHENKO,

Plaintiff,

v.

HUDSON REGIONAL HOSPITAL and
NIZAR KIFAIEH,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – HUDSON COUNTY

DOCKET NO:

Civil Action

COMPLAINT AND JURY DEMAND

Plaintiff, Serafima Isachenko (“Plaintiff”), through her attorneys, Castronovo & McKinney, LLC, files this Complaint and Jury Demand seeking compensatory damages, punitive damages, attorneys’ fees, and costs of suit from Defendant, Hudson Regional Hospital and Nizar Kifaieh (collectively “Defendants”), and alleges as follows:

FACTS

A. Jurisdiction and Venue

1. Plaintiff resides in West New York, New Jersey.
2. Upon information and belief, Defendant Hudson Regional Hospital (“Defendant Hudson Regional”) is a New Jersey corporation with a principal place of business at 55 Meadowlands Parkway, Secaucus, New Jersey, 07094.
3. Defendant Nizar Kifaieh (“Defendant Kifaieh”) is a New Jersey resident and, at all times relevant, served as the President and Chief Executive Officer of Defendant Hudson Regional.

B. Plaintiff's Employment, Hostile Work Environment, and Retaliatory Termination.

4. From May 2021 until June 30, 2022, Defendants employed Plaintiff as an ultrasound technician.

5. Defendants employed Plaintiff, beginning in May 2021, as a per diem. Plaintiff then became part-time in November 2021 and was made full-time in January 2022.

6. Plaintiff was a strong performer for Defendant Hudson Regional and, prior to the events giving rise to her illegal termination, had not received any written warnings or disciplines.

7. At relevant times, Defendant Kifaieh, as President / CEO, supervised Plaintiff and, as such, possessed the authority to set the terms and conditions of Plaintiff's employment.

8. Defendant Kifaieh met Plaintiff in October 2021, while Plaintiff was working in her department.

9. After seeing Plaintiff at a work-related event, Defendant Kifaieh began to text message Plaintiff and persisted in commencing a sexual relationship.

10. Defendant Kifaieh was very persistent and repeatedly insisted that Plaintiff come to his office to engage in sex while she was at work.

11. Defendant Kifaieh and Plaintiff engaged in a sexual relationship.

12. At Defendant Kifaieh's insistence, Defendant Kifaieh and Plaintiff also engaged in sexual acts on the premises of Defendant Hudson Regional with the involvement of other female employees.

13. Plaintiff wished to end the relationship but was afraid to do so.

14. Plaintiff felt humiliated, intimidated and abused each time Defendant Kifaieh harassed her.

15. Despite her distress, Plaintiff was powerless to stop the harassment due to Defendants' failure to promulgate and enforce an effective anti-harassment policy.

16. In June 2022, Plaintiff ended her sexual relationship with Defendant Kifaieh.

17. Soon after Plaintiff ended her sexual relationship with Defendant Kifaieh, Defendants retaliated against her.

18. On June 30, 2022, Defendants terminated Plaintiff following an alleged incident involving an ultrasound.

19. Because she had discontinued her sexual relationship with Defendant Kifaieh, Plaintiff, however, was treated differently than her co-workers.

20. For example, Plaintiff's co-worker Daniela Agudelo who was also involved in the alleged incident, was suspended for one day and was not terminated.

21. Similarly, Plaintiff's and Ms. Agudelo's supervisor, lead ultrasound technician Alice Palomaa, who was also involved in the alleged incident, received a warning and was not terminated.

22. Defendants' termination of Plaintiff was mere pretext for the hostile work environment and discrimination she endured.

COUNT I
Hostile Work Environment Due to Sex

23. Plaintiff repeats and incorporates the facts alleged in the preceding paragraphs.

24. The above comments and conduct would not have occurred but for Plaintiff's sex.

25. These comments and conduct were sufficiently severe or pervasive to make Plaintiff reasonably believe that she was subjected to a hostile, intimidating, and abusive work environment that altered the terms and conditions of her employment.

26. Defendants' conduct created a hostile work environment on the basis of Plaintiff's sex that violates the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

27. Defendant's conduct was willful, malicious, reckless and/or especially egregious and done with the knowledge and participation of upper-level management, including, but not limited to, Defendant Kifaieh.

28. On alternate grounds, Defendant Hudson Regional is directly liable for the conduct of its employees because Defendant Hudson Regional was negligent in preventing such persistent sexual harassment and its retaliatory response to it demonstrates that it does not maintain an effective anti-harassment policy.

29. Defendant Hudson Regional is directly liable on alternate grounds for the conduct of its employees because Plaintiff suffered an adverse employment action in Defendants' retaliatory termination of her employment.

30. Defendant Hudson Regional is directly liable for Defendant Kifaieh's conduct due to Defendant Kifaieh's status as an apex-level supervisor.

31. As a result of Defendants' wrongful conduct, Plaintiff has suffered, and continues to suffer, damages including: back pay, front pay, emotional distress, physical manifestation of emotional distress, embarrassment, humiliation, and other damages.

COUNT II
LAD Gender Discrimination

32. Plaintiff repeats and incorporates the facts alleged in the preceding paragraphs.

33. Plaintiff is a member of a protected class.

34. At all times, Plaintiff performed her job at a level that met Defendants' legitimate expectations.

35. Despite Plaintiff's satisfactory job performance, Defendant terminated Plaintiff's employment for reasons that were pretext for the true reason, her refusal to continue her sexual relationship with Defendant Kifaieh.

36. Defendants' termination of Plaintiff constitutes an adverse employment action.

37. As such, Defendant terminated Plaintiff's employment on the basis of Plaintiff's sex which violates the Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

38. Defendant's conduct was especially egregious and done with the knowledge or participation of upper-level management including, but not limited to, Defendant Kifaieh.

39. As a result of Defendants' wrongful conduct, Plaintiff has suffered, and continues to suffer, damages including: back pay, front pay, emotional distress, physical manifestation of emotional distress, embarrassment, humiliation, and other damages.

COUNT III
LAD Retaliation

40. Plaintiff repeats and incorporates the facts alleged in the preceding paragraphs.

41. Plaintiff satisfactorily performed her job with Defendants.

42. In February 2021, Plaintiff objected to continuing her sexual relationship with Defendant Kifaieh.

43. In doing so, Plaintiff exercised her rights under the New Jersey Law Against Discrimination.

44. After exercising those rights, Defendants retaliated against Plaintiff by terminating her.

45. Defendants retaliated against Plaintiff as a result of her exercise of her rights under the Law Against Discrimination.

46. Defendants' retaliation during Plaintiff's employment constitutes an adverse employment action by Defendant.

47. Defendants' actions violate the Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

48. Defendants' conduct was willful, malicious and/or especially egregious and done with the knowledge and/or participation of upper-level management, including, but not limited to, Defendant Kifaieh.

49. As a result of Defendants' wrongful conduct, Plaintiff has suffered, and continues to suffer, damages including: back pay, front pay, emotional distress, physical manifestation of emotional distress, embarrassment, humiliation, and other damages.

COUNT IV
LAD Aiding and Abetting – Defendant Nizar Kifaieh

50. Plaintiff repeats and incorporates the facts alleged in the preceding paragraphs.

51. Defendant Kifaieh is the Chief Development Business Officer of Defendant Hudson Regional.

52. Defendant Kifaieh knowingly gave substantial assistance or encouragement to Defendant Hudson Regional's unlawful hostile work environment.

53. Defendant Kifaieh is liable for aiding and abetting the unlawful hostile work environment in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12(e).

54. Defendant Kifaieh knowingly gave substantial assistance or encouragement to Defendant Hudson Regional's unlawful discrimination against Plaintiff.

55. Defendant Kifaieh is liable for aiding and abetting the unlawful discrimination of Plaintiff in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12(e).

56. Defendant Kifaieh knowingly gave substantial assistance or encouragement to Defendant Hudson Regional's unlawful retaliation against Plaintiff.

57. Defendant Kifaieh is liable for aiding and abetting the unlawful retaliation of Plaintiff in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-12(e).

58. As a result of Defendant Kifaieh's wrongful conduct, Plaintiff has suffered, and continues to suffer, damages including: back pay, front pay, emotional distress, physical manifestation of emotional distress, embarrassment, humiliation, and other damages.

WHEREFORE, Plaintiff seeks judgment against Defendants awarding her compensatory damages, punitive damages, attorneys' fees, costs of suit, pre- and post-judgment interest, and all other relief that the Court deems equitable and just.

CASTRONOVO & McKINNEY, LLC



Dated: October 20, 2022

By: _____
Thomas A. McKinney

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury on all issues so triable.

CASTRONOVO & McKINNEY, LLC



Dated: October 20, 2022

By: _____
Thomas A. McKinney

DESIGNATION OF TRIAL COUNSEL

Plaintiff designates Thomas A. McKinney as trial counsel in this action.

CASTRONOVO & McKINNEY, LLC



Dated: October 20, 2022

By: _____
Thomas A. McKinney

RULE 4:5-1 CERTIFICATION

I hereby certify that this matter is not the subject of any other pending civil action or arbitration proceeding. I further certify that I know of no other parties who should be joined in this litigation at the present time.

CASTRONOVO & McKINNEY, LLC



Dated: October 20, 2022

By: _____
Thomas A. McKinney