

SUPREME COURT OF THE STATE OF NEW YORK
KINGS COUNTY

Index No.

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WALID KHASS,
Plaintiff,
-against

COMPLAINT

NEW YORK PRESBYTERIAN
BROOKLYN METHODIST HOSPITAL,
DOCTOR. PRAMROD NARULA, MD,
DOCTOR. BRANDE BROWN, MD.
SAINT GERORGES' UNIVERSITY SCHOOL OF MEDICINE,
DOCTOR RICHARD LLEIBOWITZ, MD.

Defendant(s).

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The Plaintiff, WALID KHASS, by his Attorney, VICTOR M. BROWN, ESQ., complaining of the Defendant(s), alleges as follows, upon information and belief:

AS AND FOR A FIRST CAUSE OF ACTION

1. That at all times hereinafter mentioned, upon information and belief, Plaintiff is a resident of Kings County and a recent graduate of Saint Georges' Medical School in Grenada, West Indies, having received his Medical Degree and diploma in June 2019, which is a pre-requisite for commencement of a medical Residency in an accredited hospital.
2. At all times hereinafter mentioned, upon information and belief, Defendant NEW YORK PRESBYTERIAN BROOKLYN METHODIST HOSPITAL is a member of the New York-Presbyterian Healthcare System and is located in Kings County, which maintains a Pediatric Department directed by named Defendant(s) and employees DOCTOR PRAMOD NARULA, MD and DOCTOR BRANDE BROWN, the Associate Director of the Pediatric Program at Defendant hospital. Upon information and belief, Defendant NEW YORK PRESBYTERIAN BROOKLYN METHODIST HOSPITAL (hereinafter Hospital) is duly licensed and authorized by the City of New York and the State of New York to treat pediatric patients. Upon further information and belief, Defendant SAINT GERORGE'S UNIVERSITY SCHOOL OF MEDICINE (hereinafter Medical School) is a Medical School accredited in and by the State of

New York to train students in medicine, operating clinical programs in hospitals in New York City and Kings County. Defendant DOCTOR RICHARD LEIBOWITZ, MD is the Dean of the Medical School and is in charge of disciplining medical students. This action is brought pursuant to New York CPLR Sections 661, 6301, 6315, 6451, 6520, the Constitution of the State of New York and New York Stated Education Law Article 129-1 and CPLR 302.

3. Plaintiff alleges, upon information and belief, that prior to graduation from Defendant SAINT GEORGES' UNIVERSITY SCHOOL OF MEDICINE in June 2019, the Plaintiff and the Defendant(s) Hospital both agreed to participate in the National Residency Matching Program (hereinafter NRMP) (see Attached Exhibit), which matches medical school graduates with Hospital's Residency Programs. NRMP participants agree to be bound by the Match unless one side seeks a Waiver from the NRMP. Upon information and belief, the Plaintiff was interviewed by named Defendants DOCTOR PRAMOD NARULA, MD and DOCTOR BRANDE BROWN, MD on or about October 16, 2018 on behalf of the Defendant Hospital. Plaintiff and Defendant Hospital were "matched" in March 2019, with Plaintiff matching with Defendant's Pediatric Residency program for a three (3) year residence at Defendant Hospital. Plaintiff was supposed to begin his employment as a Pediatric Resident on or about July 1, 2019 earning an annual salary of approximately \$70,000.00.
4. Plaintiff alleges, upon further information and belief, in February 2017 Plaintiff was informed by Defendant DOCTOR LEIBOWITZ and SAINT GEORGES' UNIVERSITY SCHOOL OF MEDICINE that Plaintiff had posted "offensive" and anti-Semitic statements on his social media account between the years of 2012 and 2017. Upon information and belief, the Plaintiff met with faculty members of Defendant Medical School and Defendant DOCTOR RICHARD LEIBOWITZ, who informed the Plaintiff that he must refrain from making any more offensive statements on social media. The school also contacted its Security personnel, who reported the posts to the Federal Bureau of Investigation (hereinafter the FBI), who subsequently interviewed the Plaintiff and determined that the Plaintiff was not a threat to individuals of

Jewish decent. The Plaintiff apologized for his actions and explained that the sentiments were made because of the deaths of his family members in Palestine, who upon information and belief, were killed in rocket attacks launched by Israel into Gaza.

5. Plaintiff alleges, upon information and belief, in 2019 the same posts were re-posted by an “outing website”, without the Plaintiff’s knowledge or consent, and the posts went viral. As a result of the re-posting the Defendant DOCTOR LEIBOWITZ and Defendant Medical School required Plaintiff to surrender all of his electronic devices for a search by a private investigator hired by Defendant Medical School, upon the threat of expulsion. The Defendant DOCTOR LEIBOWITZ and Defendant Medical School also involuntarily placed the Plaintiff on Administrative Leave and pulled the Plaintiff from clinical rotations, threatening the Plaintiff’s June Graduation date, from which graduation was a pre-requisite to beginning his Residency at Defendant Hospital.
6. The Plaintiff was required to retain counsel, filed a Petition against Defendant Medical School under Index Number 505749/2019 in Kings County Supreme Court, which case was assigned to Judge Francois Rivera. The Plaintiff was eventually granted a Disciplinary Hearing by Defendant Medical School, which was held in New York City, after which Defendant Medical School and DOCTOR LEIBOWITZ suspended the Plaintiff for three months, from the date of the issuance of the Decision on the Disciplinary Hearing, which upon information and belief, was April 8, 2019. At the direction of the Court, and as per the Defendant Medical School’s protocols, the Plaintiff appealed his Disciplinary Hearing and Defendant DOCTOR LEIBOWITZ made the suspension retroactive to the date of Plaintiff’s involuntary Administrative Leave period, which upon information and belief, began in February 2019, however Defendant DOCTOR LEIBOWITZ and the Medical School lowered the Plaintiff’s academic ranking from “very strong” to “good”, without stating a reason or cause, and thus negatively impacting the Plaintiff’s ability to obtain future employment. The Plaintiff also

underwent cultural sensitivity training and wrote a formal letter of apology to the Defendant Medical School.

7. Upon further information and belief, Defendant DOCTOR LEIBOWITZ, who upon information and belief, was formerly employed by Defendant NEW YORK PRESBYTERIAN HOSPITAL, improperly informed Defendant NEW YORK PRESBYTERIAN BROOKLYN METHODIST HOSPITAL about the involuntary Administrative leave imposed upon the Plaintiff, which was imposed prior to any Disciplinary Hearing, and in violation of NRMP protocols regarding confidentiality.

WHEREFORE,

Plaintiff seeks an Order from the Court directing Defendants NEW YORK PRESBYTERIAN BROOKLYN METHODIST HOSPITAL to abide by the agreed upon contract between the Plaintiff and Defendant(s) hospital to immediately allow Plaintiff to begin his Pediatric Residency, and further Order Defendant SAINT GEORGES' UNIVERSITY SCHOOL OF MEDICINE and Defendant DOCTOR RICHARD LEIBOWITZ, immediately restore Plaintiff's original academic ranking.

AS AND FOR A SECOND CAUSE OF ACTION

8. The Plaintiff repeats and realleges each and every allegation contained in Paragraphs One (1) through Seven (7) as if fully set forth at length herein.
9. Prior to July 1, 2019 Defendant Hospital attempted to obtain a "waiver" from the NRMP upon its commitment to employ the Plaintiff as a Pediatric resident. This waiver request was denied by the NRMP because the Defendant could not prove it would undergo extreme hardship if the match were not honored. A subsequent appeal of the denial of the waiver was also denied by the NRMP.
10. Thereafter, Defendant Hospital, in breach of its contractual duty to the Plaintiff, informed the Plaintiff, through counsel, that the Defendant Hospital did not intend to employ the Plaintiff

for his residency, at a salary of approximately \$70,000 per year for a period of three years, thus preventing the Plaintiff from repayment of his student loans, because of Plaintiff's exercise of his right to freedom of speech, which is protected by the New York State Constitution.

WHEREFORE,

Plaintiff demands Judgment against the Defendants in the sum of \$630,000.00, Dollars, treble damages, with interest thereon from July 1, 2019, together with the costs and disbursements of this action.

Dated: July 31, 2019
New York, NY

_____/S/_____
VICTOR M. BROWN
Attorney for Plaintiff
11 Park Place, Suite 1100
New York, NY 10007
(212) 227-7373