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**LAWRENCE N. LAVIGNE, ESQ. LLC**  
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(908) 687-7750  
Attorneys for Plaintiff Erin Henderson

ERIN HENDERSON,	:	SUPERIOR COURT OF NEW JERSEY
Plaintiff,	:	LAW DIVISION – MORRIS COUNTY
v.	:	DOCKET NO.
	:	
	:	Civil Action
	:	
NEW YORK JETS, LLC,	:	<b>COMPLAINT AND JURY DEMAND</b>
Defendant	:	

**PRELIMINARY STATEMENT**

Plaintiff Erin Henderson (hereinafter “Plaintiff” or “Henderson”) brings this action under the New Jersey Law Against Discrimination, N.J.S.A 10:5-1 et seq. (“NJLAD”) against his former employer, defendant, New York Jets, LLC (hereinafter “Defendant” or the “Jets”) on the grounds that it discriminated against him on the basis of disability. Defendant also failed to accommodate Plaintiff’s disability and wrongfully terminated his employment. Defendant failed to have effective policies and procedures to protect employees from discrimination.

**PARTIES**

1. Plaintiff, an individual, is currently residing in California.
2. At all relevant times hereto, Plaintiff was and still is a citizen of the State of Minnesota.
3. At all relevant times hereto, Plaintiff maintained a residence in Union, New Jersey.
4. Defendant, a business entity, conducts business at One Jets Drive, Florham Park, New Jersey 07932.

**FACTS COMMON TO ALL COUNTS**

5. Defendant owns and operates “New York Jets,” a member of the National Football League (“NFL”).

6. Plaintiff is a professional football player.

7. At all relevant times hereto, Defendant employed Plaintiff in the position of linebacker from April 2015 through March 2017.

8. At all relevant times hereto, Plaintiff suffered from bi-polar disorder.

9. At all relevant times hereto, Plaintiff was treated for his bi-polar disorder by a physician hired by Defendant, Dr. Derek Suite, located in Bronx New York.

10. Upon information and belief Dr. Suite is Team Psychiatrist for Defendant.

11. Plaintiff was told to treat with Dr. Suite by Dave Zott, who, upon information and belief, was the Director of Player Development for Defendant at the time.

12. Dr. Suite prescribed medications, including Seroquel, to Plaintiff to control the bi-polar disorder.

13. Dr. Suite acted on behalf of Defendant in terms of treating Plaintiff’s bi-polar disorder.

14. At all relevant times hereto, Defendant had knowledge of Plaintiff’s bi-polar disorder.

15. Plaintiff discussed his disability with representatives of Defendant including, but not limited to, Todd Bowles, the Head Coach for Defendant, Mr. Szott and Bobby Mastrodi. Other upper management personnel including, but not limited to, Mike Maccagnan, Jacqueline Davidson, and Mike Caldwell knew about Plaintiff’s condition.

16. Plaintiff and Defendant entered into a contract, which provided that Plaintiff would play for the Jets for the 2016 season with an option for the 2017 season.

17. According to the contract, Plaintiff was to be paid \$2,250,000.00 for the 2017 season.

18. According to the contract, Plaintiff would be entitled to various bonuses bringing his total potential compensation for the year to \$2,500,000.00.

19. On October 22, 2016 without forewarning or explanation Defendant placed Plaintiff on the Non-Football Injury list (“NFI”).

20. By suddenly placing Plaintiff on the NFI list, Defendants deprived Plaintiff of income of \$580,781.00 for the remaining games of the 2016 season.

21. In February 2017, Defendant declined Plaintiff’s option effectively terminating his employment with the Jets.

22. By placing Plaintiff on the NFI list, Defendant avoided paying Plaintiff the promised salary and bonuses for the 2017 season.

23. Defendant placed Plaintiff on the NFI list a few days before it was obligated to pay Plaintiff a \$250,000.00 roster bonus.

24. During his last two games of the 2016 season (against Pittsburgh and Arizona) and before he was inexplicably placed on the NFI list, Plaintiff led the team in tackles.

### **COUNT I**

#### **(New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to 42 – Adverse Employment Action/Wrongful Termination)**

25. Plaintiff hereby repeats and realleges all of the allegations set forth above as if set forth at length herein.

26. The NJLAD prohibits, discrimination based on one’s disability (among other protected classes).

27. As a result of Plaintiff disability, Plaintiff’s employment was wrongfully

terminated by Defendant.

28. Plaintiff would not have been fired by Defendant but for Plaintiff's disability.

29. Because of the involvement of members Upper Management, Defendants are liable for punitive damages.

30. As a direct and proximate result of Defendant's discriminatory actions, Plaintiff has suffered economic and emotional damages.

**WHEREFORE**, Plaintiff demands that a judgment be entered against Defendants awarding i) compensatory and punitive damages; ii) reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1; and iii) such other relief as this Court deems just and proper.

**COUNT II**

**(New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to 42 – Adverse Employment Action/Wrongful Termination/Pretextual Reasons)**

31. Plaintiff hereby repeats and realleges all of the allegations set forth above as if set forth at length herein.

32. Defendant placed Plaintiff on the NFI list without forewarning.

33. Defendant placed Plaintiff on the NFI list without explanation.

34. Defendant placed Plaintiff on the NFI list as a result of his disability which was being treated by a physician retained by Defendants.

35. By contending that Plaintiff suffered a non-football injury Defendants avoided their obligation to pay Plaintiff \$2,500,000.00 for the 2017 season, \$250,000.00 roster bonus and \$580,781.00 remaining 2016 salary.

36. Placing Plaintiff on the NFI for undisclosed reasons was pretext for violating the NJLAD.

37. As a direct and proximate result of Defendant's discriminatory actions, Plaintiff

has suffered economic and emotional damages.

38. Because of the involvement of members Upper Management, Defendants are liable for punitive damages.

**WHEREFORE**, Plaintiff demands that a judgment be entered against Defendants awarding i) compensatory and punitive damages; ii) reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1; and iii) such other relief as this Court deems just and proper.

**COUNT III**  
**(New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 to 42 – Hostile Work Environment)**

39. Plaintiff hereby repeats and realleges all of the allegations set forth above as if set forth at length herein.

40. NJLAD prohibits, discrimination based on one's disability (among other protected classes).

41. The discrimination to which Plaintiff was subject, as further described above was sufficiently severe or pervasive that a reasonable person would have deemed it to be hostile, abusive, intimidating, or offensive.

42. This discrimination would not have occurred but for Plaintiff's disability.

43. Defendant failed to take appropriate measures to put an end to the hostile work environment or the discrimination outlined herein.

44. In addition, Defendant failed to combat the creation of a hostile work environment by, *inter alia*, failing to enact reasonable policies and procedures and to maintain effective sensing or monitoring mechanisms to check the trustworthiness of its policies and complaint structures.

45. This failure to provide proper policies and failure to maintain effective sensing or

monitoring mechanisms is evidenced by, the above, Defendant's pervasive inappropriate conduct toward Plaintiff.

46. The above-described actions constitute unlawful employment actions in violation of NJLAD including, *inter alia*, N.J.S.A. § 10:5-12a.

47. In taking action or failure to take required actions that they knew were a breach of Defendant's duty under NJLAD, Defendant is liable to Plaintiff under NJLAD.

48. As a direct and proximate result of Defendant's discriminatory actions, Plaintiff has suffered economic and emotional damages.

49. Because of the involvement of members Upper Management, Defendants are liable for punitive damages.

**WHEREFORE**, Plaintiff demands that a judgment be entered against Defendants awarding i) compensatory and punitive damages; ii) reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1; and iii) such other relief as this Court deems just and proper.

**COUNT IV**  
**(False Light and Damage To Reputation and Career)**

50. Plaintiff hereby repeats and realleges all of the allegations set forth above as if set forth at length herein.

51. Prior to signing with the Jets, Plaintiff underwent rehabilitation for alcohol abuse.

52. Plaintiff's history was well known to Defendants when they hired him.

53. Plaintiff's history was a known fact in the NFL.

54. In placing Plaintiff on the NFI list without providing a specific reason for doing so, Defendants created the appearance that Plaintiff's NFI was alcohol related.

55. Defendant's failure to specify the basis for placing Plaintiff on the NFI list

perpetuated the perception in the NFL that it was due to alcohol abuse and casted Plaintiff in a negative false light.

56. As a result of Defendant casting Plaintiff in a negative false light, Plaintiff suffered damage to his reputation.

57. As a result of the damage to Plaintiff's reputation caused by Defendants wrongful acts, other teams in the NFL have refused to hire Plaintiff, essentially, ruining his career.

58. As a result thereof, Plaintiff has suffered severe economic and emotional distress injuries.

59. Because of the involvement of members Upper Management, Defendants are liable for punitive damages.

**WHEREFORE**, Plaintiff demands that a judgment be entered against Defendants awarding i) compensatory and punitive damages; ii) reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1; and iii) such other relief as this Court deems just and proper.

**COUNT V**  
**(Intentional Infliction of Emotional Distress)**

60. Plaintiff hereby repeats and realleges all of the allegations set forth above as if set forth at length herein.

61. The above-stated conduct of Defendants far exceeded all bounds tolerated by any reasonable person.

62. The said conduct of Defendant was, especially calculated to and caused Plaintiff severe mental distress.

63. The behavior and actions/inaction of Defendant was willful wanton and egregious.

64. Plaintiff suffered due to the offensive and illegal behavior of Defendant. Any

alleged legitimate business reason for such treatment offered by Defendants is pretext.

65. Because of the involvement of members Upper Management, Defendants are liable for punitive damages

**WHEREFORE**, Plaintiff demands that a judgment be entered against Defendants for i) compensatory and punitive damages; ii) reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1; and iii) such other relief as this Court deems just and proper.

**COUNT VI**  
**(Punitive Damages)**

66. Plaintiff hereby repeats and realleges all of the allegations set forth above as if set forth at length herein.

67. All of Defendant's acts, actions and behavior as outlined above were willful, wanton and egregious.

68. Plaintiff's suffered injury as a result of the conduct of Defendant.

69. Because of the involvement of members Upper Management, Defendants are liable for punitive damages

70. Defendants are liable to Plaintiff for punitive damages.

**WHEREFORE**, Plaintiff demands that a judgment be entered against Defendants for i) punitive damages; ii) reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1;

**NOTICE PURSUANT TO RULES 1:5-1(a) & 4:17-4(c)**

TAKE NOTICE that the undersigned attorneys, counsel for this Plaintiff, do hereby demand, pursuant to Rules 1:5-1(a) and 4:17-4(c) that each party herein serving pleadings and interrogatories and receiving answers thereto serve copies of all such pleadings and answered interrogatories received from any party, including any documents, papers and other material referred to therein, upon the undersigned attorney and TAKE NOTICE that this is a continuing demand.

**DEMAND FOR TRIAL BY JURY**

The Plaintiff hereby demands a trial by a jury as to all issues.

**DESIGNATION OF TRIAL COUNSEL**

**PLEASE TAKE NOTICE** that pursuant to R. 4:25-4, Lawrence N. Lavigne, Esq. is hereby designated as trial counsel in the within captioned matter.

LAWRENCE N. LAVIGNE, ESQ. L.L.C.  
Attorneys for Plaintiff

By:   
LAWRENCE N. LAVIGNE

Dated: September 26, 2017

**CERTIFICATION**

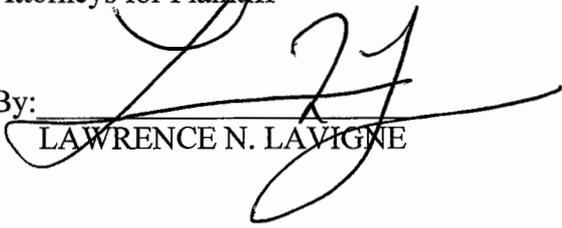
I hereby certify pursuant to R. 4:5-1 that, to my present knowledge, the matter in controversy is the not the subject of any other action. I further certify that, to my present knowledge, no other party should be joined in the within action at this time, however, we are still reviewing this matter to determine if additional parties should be joined. This is to further certify that the within pleading has been served within the time provided by the Rules governing the Courts of the State of New Jersey.

**CERTIFICATION OF OTHER MATTERS**

None.

LAWRENCE N. LAVIGNE, ESQ. L.L.C.  
Attorneys for Plaintiff

By:

  
LAWRENCE N. LAVIGNE

Dated: September 26, 2017