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Cherry Hill, New Jersey 08003  
(856) 424-7800  
Attorneys for Eric Heidrich



ERIC HEIDRICH, : SUPERIOR COURT OF NEW JERSEY  
 : LAW DIVISION  
Plaintiff, : CAMDEN COUNTY  
 :  
vs : Docket No: L-4438-14  
 :  
BOROUGH OF BELLMAWR, :  
 : CIVIL ACTION  
Defendant. :  
 : COMPLAINT AND JURY DEMAND

PRELIMINARY STATEMENT

Plaintiff Eric Heidrich, (hereinafter "Plaintiff Heidrich"), brings this Complaint for disability discrimination in violation of the New Jersey Law Against Discrimination, NJ Stat Ann § 10:5-1 et seq ("NJLAD") against Defendant Borough of Bellmawr, (hereinafter "Defendant Bellmawr"). Plaintiff further brings this Complaint against Defendant Bellmawr for violation of the Common Law Doctrine of Retaliation and Wrongful Termination as enumerated in Pierce vs Ortho Pharmaceutical Corp 84 NJ 58 (1980) and Lally vs Copygraphics, 173 NJ Super 162 (1980) and further violation of NJSA 34:15-39.1.

PARTIES

1. Plaintiff Heidrich resides at 116 Worthington Avenue,

Bellmawr, New Jersey 08031.

2. Plaintiff was hired by Defendant Bellmawr in and about September 2009, and remained in its employ until Defendant Bellmawr terminated him effective February 26, 2013.

3. Defendant Bellmawr is a public entity providing EMT services and therefore venue is properly located in this County.

STATEMENT OF FACTS

4. During the above stated time, Plaintiff Heidrich worked on a full time basis for Defendant Bellmawr.

5. During the above stated time, Plaintiff Heidrich also worked part time for the Township of Deptford as an EMT.

6. On or about April 24, 2010, while in the course of employment as an EMT for the Township of Deptford, Plaintiff Heidrich experienced the pointing of a handgun in his face by an unknown man.

7. Although Plaintiff Heidrich could not return to work in the Township of Deptford in the area where the incident occurred, Plaintiff Heidrich was able to continue his work in his usual fashion in the Borough of Bellmawr.

8. Plaintiff Heidrich received Workers' Compensation Benefits from the Township of Deptford for medical treatment.

9. On and about May 24, 2011, Supervisor Charles Hannum, without any medical opinion, advised Plaintiff Heidrich that he did not think he was mentally fit for duty and sent him home.

10. Defendant Bellmawr never at any time had Plaintiff Heidrich examined by a medical doctor as to whether or not he could perform his duties.

11. In December 2012, Defendant Bellmawr suspended Plaintiff Heidrich for receiving Workers' Compensation Benefits from the Township of Deptford.

12. Plaintiff Heidrich never at any time failed to fulfill his duties as an EMT.

13. Defendant Bellmawr never at any time was provided with a medical note/opinion that Plaintiff Heidrich could not perform his duties.

14. Defendant Bellmawr at all times was aware that Plaintiff Heidrich was receiving medical treatment via Workers' Compensation Benefits from the Township of Deptford.

15. Defendant Bellmawr never entered into any interactive process to determine the nature of work that could or could not be performed by Plaintiff Heidrich.

16. On or about February 26, 2013, Plaintiff Heidrich's job was terminated.

17. Plaintiff Heidrich continued to appeal his suspension and termination and during a conversation with Supervisor Charles Hannum, on April 3, 2013, Supervisor Charles Hannum, without any medical opinion, continued to state that Plaintiff Heidrich was a "liability".

COUNT ONE

(Disability Discrimination/Failure to Reasonably Accommodate)

18. Plaintiff Heidrich hereby repeats and incorporates the preceding paragraphs in their entirety as if more fully set forth at length herein.

19. Defendant Bellmawr acted in violation of NJSA 34:15-39.1.

20. As a result of Defendant Bellmawr's discrimination, retaliation, and wrongful termination in violation of NJSA 34:15-39.1, Plaintiff Heidrich has suffered damages including but not limited to humiliation, anxiety and wage loss.

21. Defendant Bellmawr's actions were wanton, intentional and willful, justifying punitive damages.

22. Plaintiff Heidrich claims violation of the Common Law Doctrine of Retaliation and Wrongful Termination as enumerated in Pierce vs Ortho Pharmaceutical Corp. 84 NJ 58 (1980) and Lally vs Copygraphics, 173 NJ Super 162 (1980).

23. Plaintiff Heidrich was fired in violation of a compelling public policy of the State of New Jersey as enumerated in NJSA 34:15-39.1.

**WHEREFORE,** Plaintiff Eric Heidrich demands judgment against Defendant Borough of Bellmawr, for compensatory damages, punitive damages, costs and attorney fees and such other relief as deemed equitable and just.

SECOND COUNT

24. Plaintiff Heidrich hereby repeats and incorporates the preceding paragraphs in their entirety as if more fully set forth at length herein.

25. Defendant Bellmawr at all times mentioned herein was aware of Plaintiff Heidrich's medical treatment and disability.

26. Defendant Bellmawr is charged with unlawful employment discrimination in violation of the New Jersey Law Against Discrimination, NJSA 10:5-1 *et seq.*

27. Defendant Bellmawr retaliated against Plaintiff Heidrich due to his disability in violation of the New Jersey Law Against Discrimination.

28. As a result of Defendant Bellmawr's violation of the New Jersey Law Against Discrimination, Plaintiff Heidrich has suffered economic damages.

29. As a result of Defendant HD's violation of the New Jersey Law Against Discrimination, Plaintiff Heidrich has suffered embarrassment, anxiety and has otherwise been injured.

30. Defendant Bellmawr's conduct was knowing, intentional, willful and reckless, acting with actual malice or willful, wanton disregard for Plaintiff Heidrich's Civil Rights and in violation of the New Jersey Law Against Discrimination, entitling Plaintiff Heidrich to punitive damages.

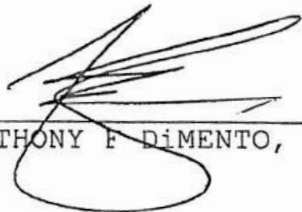
**WHEREFORE,** Plaintiff Eric Heidrich demands judgment against

Defendant Borough of Bellmawr, for compensatory damages, punitive damages, interest, costs and attorney fees and all remedies under NJSA 10:5-1, *et seq* and such other relief as deemed equitable and just.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all issues as permitted by law.

ELKIND AND DIMENTO, PA

By:   
\_\_\_\_\_  
ANTHONY F DIMENTO, ESQUIRE

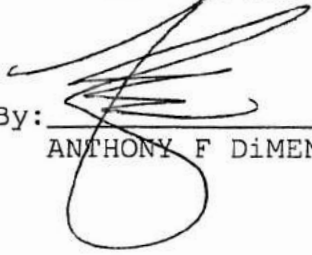
Dated: November 17, 2014

**CERTIFICATION PURSUANT TO RULE 4:5-1**

1. I certify that, to my knowledge, the matter in controversy is not the subject of any other action pending in Court or of a pending arbitration proceeding.

2. To my knowledge, no other action or arbitration is contemplated.

ELKIND AND DIMENTO, PA

By:   
\_\_\_\_\_  
ANTHONY F DIMENTO, ESQUIRE

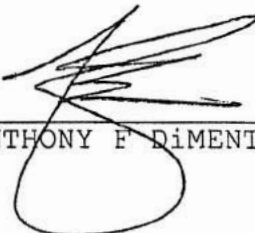
Dated: November 17, 2014

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, [NAME OF ATTORNEY] is hereby designated as trial counsel in this matter.

ELKIND AND DIMENTO, PA

By:

  
\_\_\_\_\_  
ANTHONY F. DIMENTO, ESQUIRE

Dated: November 17, 2014

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release ("Agreement") is made and entered into as of this \_\_\_\_ day of October, 2015, between ERIC HEIDRICH (referred to herein as "HEIDRICH"), plaintiff in that certain civil action (the "Civil Action") pending in the SUPERIOR COURT OF NEW JERSEY, LAW DIVISION, CAMDEN COUNTY, and styled Eric Heidrich v. Borough of Bellmawr, Docket No. L-4438-14, on the one hand, and the BOROUGH OF BELLMAWR, (referred to herein as the "BOROUGH OF BELLMAWR") on the other hand.

By means of this Agreement, HEIDRICH intends to fully and unconditionally release any and all claims he, his heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against the BOROUGH OF BELLMAWR, and each of the BOROUGH OF BELLMAWR' affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, officers, directors, shareholders, representatives, employees, former employees, insurers, attorneys, consultants and agents, (collectively referred to as "Releasees"), the remaining terms of which Agreement are now fully set forth in Paragraphs I through XVI below.

### **I. Consideration**

In consideration of the payment of Thirty Two, Thousand Five Hundred Dollars (\$32,500.00) to HEIDRICH, HEIDRICH gives the releases, covenants, representations, and warranties stated herein.

This payment shall be made in one (1) check in the amount of Thirty Two Thousand, Five Hundred Dollars (\$32,500.00) made payable to "Elkind & DiMento".

Payment shall be made within thirty (30) days of the complete execution of this Agreement and the approval and ratification of same by the BOROUGH OF BELLMAWR.

### **II. Covenant to Not Pursue Further Legal Action**

HEIDRICH hereby covenants and agrees that the Civil Action shall be dismissed with prejudice and without costs as to all parties. HEIDRICH shall take no further action against any individual or entity based upon the matters set forth within HEIDRICH'S pleadings and/or based upon any other cause of action that HEIDRICH may have stemming or originating from HEIDRICH'S employment with the BOROUGH OF BELLMAWR.



### **III. General Release**

Whereas HEIDRICH brought the Civil Action alleging damages for claims as set forth in his pleadings in the Civil Action, including, but not limited to, claims for personal injuries, pain and suffering, embarrassment and humiliation, as well as emotional distress, and in consideration for the terms and conditions set forth herein, HEIDRICH, and his heirs, successors and assigns, hereby voluntarily waives, generally releases and discharges Releasees from any and all rights or claims that HEIDRICH may have against Releasees, for any and all reasons, including, but not limited to, claims of employment discrimination or harassment with regards to any alleged protected category, status or class, including but not limited to political affiliation, political activity, age, sex, religion, race, disability, familial status or national origin, breach of contract, wrongful resignation, retaliation, hostile work environment, wrongful discharge, intentional and/or negligent infliction of emotional distress, defamation, libel, slander, personal injury, lost wages, and any other economic and/or non-economic damages whatsoever for anything that has happened from the beginning of time to the date that this document is executed. HEIDRICH specifically waives any claims which were or could have been set forth in the Civil Action, as well as any rights that HEIDRICH may have under:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981-1988 of Title 42 of the United States Code, as amended;
- The Employment Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Workers' Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Older Workers Benefits Protection Act;
- The Equal Pay Act;
- The Family Medical Leave Act
- The Fair Labor Standards Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey and Federal Conscientious Employee Protection Acts;
- The New Jersey Equal Pay Law;
- Individuals with Disabilities Education Act;
- The Open Public Records Act;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort or common law; or

- Any allegation for costs, fees or other expenses including attorney's fees incurred in the lawsuit or in any of these matters,

that he, his heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Releasees for compensatory or punitive damages or other legal or equitable relief of any type or description. These claims shall be referred to as the "Released Claims".

#### **IV. Release Includes Unknown Claims**

A. HEIDRICH understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected and whether pursuant to any law or cause of action presently in effect or which may be enacted or created in the future) which he has or may have against the Releasees, individually or collectively.

B. HEIDRICH further acknowledges that he may hereafter discover facts different from or in addition to those which he now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.

C. HEIDRICH represents and acknowledges (i) that he and his attorneys have conducted whatever investigation was deemed necessary by his and his attorneys to ascertain all facts and matters related to this Agreement; (ii) that he has consulted with and received advice from legal counsel concerning this Agreement; and (iii) that he is not relying in any way on any statement or representation by the BOROUGH OF BELLMAWR or its attorneys, except as expressly stated herein, in reaching his decision to enter into this Agreement.

#### **V. No Future Employment**

As additional consideration for the execution of this Agreement by HEIDRICH and in furtherance of the resolution of this matter, HEIDRICH agrees to refrain from applying for a job with the Borough of Bellmawr.

#### **VI. No Assignment or Transfer of Released Claims**

HEIDRICH represents and warrants that as of the Effective Date, HEIDRICH has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity whatsoever any of the Released Claims. HEIDRICH hereby agrees to indemnify and hold harmless Releasees against, without limitation, any and all rights, claims warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on,

arising out of, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

**VII. No Admission of Liability**

HEIDRICH understands and agrees that this Agreement is a release of disputed claims and does not constitute an admission of liability on the part of the BOROUGH OF BELLMAWR as to any matters whatsoever and that the BOROUGH OF BELLMAWR merely intend by this Agreement to avoid further litigation and buy its peace.

**VIII. Allocation**

The parties acknowledge that the Civil Action included claims for personal injuries alleged to be sustained by HEIDRICH, including but not limited to, allegations that HEIDRICH sustained personal injuries including but not limited to emotional distress. Notwithstanding the foregoing, all Parties acknowledge that this settlement is not conditioned or contingent upon the tax consequences, or lack thereof, associated with HEIDRICH'S receipt of the settlement proceeds discussed above. Further, HEIDRICH understands and agrees that the BOROUGH OF BELLMAWR have not withheld any amount from the agreed upon payment made pursuant hereto for federal, state, or local taxes or other withholdings. HEIDRICH agrees that he shall be liable for any damage, loss, liability, or expense, including penalties, interests, and attorneys' fees, arising out of any actions, suits, proceedings, demands, judgments, or other loss resulting from any action, of any nature whatsoever, to require any party to pay any such taxes or other withholdings which arise from the payment made hereunder.

**IX. Modification**

No provision of this Agreement may be changed, altered, modified or waived except in writing signed by HEIDRICH and a duly authorized representative of the BOROUGH OF BELLMAWR, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

**X. Dismissal**

Contemporaneously with the execution of this Agreement, HEIDRICH and the BOROUGH OF BELLMAWR, through their respective counsel, shall execute the Stipulation of Dismissal, a copy of which is appended hereto as Exhibit A, which shall be filed promptly in the Court in which the Civil Action is pending.

**XI. Severability**

In the event any provision of this Agreement should be held to be unenforceable, each and all of the other provisions of this Agreement shall remain in full force and effect.

**XII. Attorneys' Fees, Costs and Expenses**

HEIDRICH understands and agrees that the aforesaid payments to his include and encompass therein any and all claims with respect to attorneys' fees, costs, and expenses for or by any and all attorneys who have represented his or with whom he has consulted or who have done anything in connection with the Civil Action and/or the Released Claims.

**XIII. Entire Agreement**

The parties hereto acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof other than that as set forth herein, and that this Agreement contains the sole and entire Agreement between them with respect to the subject matter hereof. The parties hereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included herein shall not be considered in any way in the interpretation and application of this Agreement and shall not in any way affect the rights and obligations of the parties hereto.

**XIV. Understanding**

HEIDRICH acknowledges and represents that he has read this Agreement in full and, with advice of counsel, understands and voluntarily consents and agrees to each and every provision contained herein.

**XV. Applicable Law and Mutual Submission to Jurisdiction**

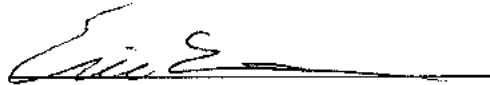
This Agreement shall be construed and enforced according to the laws of the State of New Jersey. HEIDRICH agrees to submit any and all disputes arising out of or based on this Agreement to the jurisdiction of the Courts of the State of New Jersey.

**XVI. Counterparts Acceptable**

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

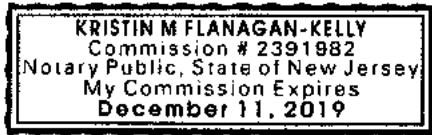
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date shown below.

**ERIC HEIDRICH**



Date: 10/11/2015

Sworn to and subscribed to before me on this 1<sup>st</sup> day of October, 2015.

  
NOTARY PUBLIC

# EXHIBIT A

TIMOTHY R. BIEG – ID#024112005  
MADDEN & MADDEN, P.A.  
108 KINGS HIGHWAY EAST - SUITE 200  
POST OFFICE BOX 210  
HADDONFIELD, NEW JERSEY 08033  
TEL: (856) 428-9520  
**ATTORNEY FOR DEFENDANTS, BOROUGH OF BELLMAWR**

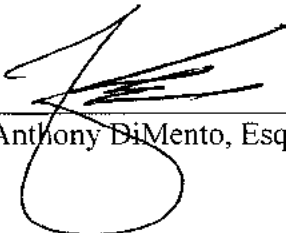
PLAINTIFF(S),  ERIC HEIDRICH  VS.  DEFENDANT(S),  BOROUGH OF BELLMAWR	SUPERIOR COURT OF NEW JERSEY CAMDEN COUNTY LAW DIVISION  DOCKET NO: L-4438-14  CIVIL ACTION  <b>STIPULATION OF DISMISSAL WITH PREJUDICE &amp; WITHOUT COSTS</b>
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This matter is hereby dismissed with prejudice and without costs.

MADDEN & MADDEN, P.A.  
Counsel for Defendants

\_\_\_\_\_  
Timothy R. Bieg, Esquire

Law Offices of Elkind & DiMento  
Counsel to Plaintiff

  
\_\_\_\_\_  
Anthony DiMento, Esquire