

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X Case No.:  
FABRIZIO DOTTIN,

Plaintiff,

**COMPLAINT**

-against-

**JURY TRIAL DEMANDED**

UNITED HEBREW IN THE NEW ROCHELLE and  
VERONICA GILROY;

Defendants.

-----X

Plaintiff, Fabrizio Dottin, by his attorneys, Filippatos PLLC, hereby alleges against Defendants United Hebrew in the New Rochelle ("United Hebrew" or the "Nursing Home") and Veronica Gilroy ("Ms. Gilroy" or "Individual Defendant") (together, "Defendants") as follows:

**NATURE OF THE CASE**

1. United Hebrew fired Plaintiff Fabrizio Dottin, a 55-year-old man who was diagnosed with bladder cancer and had to undergo two bladder tumor removals, because of his disability status and requests for reasonable accommodations. Upon learning about Plaintiff's bladder cancer and need for an accommodation, United Hebrew abruptly began a campaign of retaliation and discrimination that culminated in the termination of his employment.

2. As a result of Defendants' unlawful conduct, Plaintiff brings this action against his former employer, United Hebrew, for discrimination and retaliation based on his disability (Cancer) in violation of the American with Disabilities Act of 1990 ("ADA"); the Family and Medical Leave Act of 1993 ("FMLA"); and the New York State Human Rights Law, New York State Executive Law, §§ 296 *et seq.* ("NYSHRL").

3. Plaintiff seeks damages, as well as injunctive and declaratory relief, to redress the injuries he has suffered – physical, emotional, and pecuniary – as a result of being discriminated against by Defendants on the basis of his disability.

**PARTIES, JURISDICTION, VENUE, AND ADMINISTRATIVE PREREQUISITES**

4. At all times relevant hereto, Plaintiff was and is a resident of the State of New York, County of Westchester.

5. At all times relevant hereto, Plaintiff suffers from a disability.

6. At all times relevant hereto, Plaintiff was an employee of United Hebrew.

7. At all times relevant hereto, United Hebrew in the New Rochelle was and is a non-profit healthcare organization, maintaining its principal place of business at 391 Pelham Road, New Rochelle, NY 10805.

8. At all times relevant hereto, Plaintiff was a full-time employee of United Hebrew, working there for at least 12 months in excess of 1250 hours annually.

9. Upon information and belief, United Hebrew employs over 50 individuals on a full-time or full-time equivalent basis and thus is subject to all statutes upon which Plaintiff is proceeding herein.

10. Upon information and belief, at all times relevant hereto, Defendant Veronica Gilroy was and is an individual residing in the State of New York, as well as an employee of United Hebrew, holding a position of "Assistant Administrator," and had the authority to hire, terminate, and affect the terms and conditions of Plaintiff's employment or to otherwise influence the decision making regarding same.

11. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §1331.

12. This Court has supplemental jurisdiction over the claims that Plaintiff has brought under state law pursuant to 28 U.S.C. § 1367.

13. Venue is proper in this district, pursuant to 28 U.S.C. §1391(b), as one or more Defendants reside in the District of New York, and a substantial part of the acts complained of

occurred therein.

14. By: (a) timely filing a Charge of Discrimination with Equal Employment Opportunity Commission ("EEOC") on January 5, 2024; (b) receiving a Notice of Right to Sue from EEOC on December 20, 2024; and (c) commencing this action within 90 days of the issuance of the Notice of Right to Sue by the EEOC, Plaintiff has satisfied all procedural prerequisites for the commencement of the instant action.

### **FACTUAL ALLEGATIONS**

#### **A. Plaintiff's Accomplished Career in Building Maintenance**

15. Prior to joining United Hebrew, Plaintiff accrued over 25 years of experience in Building Maintenance, including 11 years at a Nursing Home.

16. After graduating with a degree in Accounting and Building Maintenance from NY Community College and Bronx Community College, respectively, Plaintiff began his career in Maintenance at F. Lee Management, as a Field Manager. Plaintiff had subsequent roles of increasing responsibility at ARD Property Management Group as a Field Manager; Park Nursing Home, as a Maintenance and Environment Services Director; Buena Vida Nursing Home, as a Maintenance Director; and, most recently, at Yonkers Garden Nursing Home, as a Maintenance Director; before ultimately joining United Hebrew.

17. Plaintiff was successful and effective in all of these positions, so much so that in his position as the Maintenance Director at Yonkers Garden Nursing Home, he was recruited by Defendant Gilroy – with whom he used to work at Yonkers Garden Nursing Home – to join United Hebrew.

#### **A. Plaintiff is Hired by United Hebrew**

18. Plaintiff joined United Hebrew as Director of Building Services & Security on January 28, 2022. Upon his hiring, Plaintiff was awarded an annual base salary of \$100,000.

Plaintiff was quickly rewarded for his hard work and accomplishments. A few months before his cancer diagnosis, he received a \$5,000 raise (base salary increased to \$105,000).

19. During his time at United Hebrew, Plaintiff consistently exceeded expectations. Despite his scheduled shift being from 8:00am to 4:00pm, he routinely arrived between 5:00am – 6:00am and performed his duties satisfactorily. Plaintiff's demonstrated exceptional performance during his three-month probationary period. Consequently, United Hebrew made the bold decision to reduce its maintenance staff by half, keeping only three full-time workers, including Plaintiff, and one part-time painter. Despite an initial plan to close one of its buildings being reversed, the maintenance staff remained reduced.

20. In September 2022, United Hebrew was awarded a "five-star" rating. Ms. Sanders praised Mr. Dottin for his contribution to this achievement.

**C. Plaintiff Discloses to the Nursing Home that He Has to Undergo Two Bladder Tumor Removals Because He Suffers from Bladder Cancer and is Denied a Reasonable Accommodation**

21. Plaintiff's first five months at United Hebrew went smoothly; however, things began to change drastically for the worse beginning in June 2022, after Mr. Dottin had to take off from work for the removal of a bladder tumor and revealed to United Hebrew that he had been diagnosed with bladder cancer and would need to undergo weekly treatments.

22. On June 2, 2022, Plaintiff had a bladder tumor removed at the New York Presbyterian Allen Hospital. Plaintiff provided all the proper documentation to Defendant Gilroy, including a letter from his doctor, Doreen Chung, M.D. ("Dr. Chung"), detailing when the surgery would take place and how many days (seven) of bed rest he would require post-op.

23. After a visit with Dr. Chung on June 8, 2022, Plaintiff's medical providers recommended that he be provided additional time to recover from the bladder tumor removal. As such, Plaintiff requested a leave accommodation of an additional seven days of leave (until June

18, 2022).

24. Shortly thereafter, in June 2022, after Plaintiff had the tumor removed from his bladder. After the procedure, he learned that he had a malignant neoplasm on overlapping sites of his bladder (commonly referred to as bladder cancer) – a life-threatening condition that usually results in blood or blood clots in the urine, pain or burning sensation during urination, frequent urination, and lower back pain on one side of the body. From then on, Plaintiff was under the care of G. Joel DeCastro, M.D. ("Dr. DeCastro").

25. On July 2, 2022, Plaintiff notified Defendant Gilroy of his cancer diagnosis and that he will be undergoing treatment for bladder cancer. Moreover, Plaintiff provided her with a letter showing that Plaintiff was under the care of Dr. DeCastro for treatment of his cancer, which involved a rigorous and exhausting regiment known as the "BCG treatment."

26. The BCG treatment caused extreme discomfort and pain that is described as feeling like a severe urinary tract infection. The painful symptoms last for many days after each treatment.

27. Notably, when he disclosed his cancer diagnosis and the ensuing BCG treatment to United Hebrew, neither Defendant Gilroy nor anyone else at United Hebrew ever inquired whether Plaintiff needed any time off or any reasonable accommodation, nor did anyone inform him about the rights he may have, including for medical leave that afforded job protection.

28. In short, as illustrated *infra*, Plaintiff was not provided with any relevant information or assistance, even when he repeatedly inquired. Instead, Plaintiff was consistently pressured to return to work, even while he was hospitalized and experiencing extreme pain.

29. Starting in July 2022, Plaintiff began receiving BCG treatment once a week. This treatment required him to hold the medication in his bladder for 2 hours, after which he needed to use the restroom to empty the fluids frequently. The entire process takes roughly 8 hours (from 8:00 am to 11:00 am each day). According to his doctor, it is also of the utmost importance that

Mr. Dottin remained as relaxed as possible throughout this procedure.

30. The specific instructions provide that the treatment could lead to significant side effects, such as fever, coughing, chills, and tiredness. The side effects tended to persist for many days. Thus, before each such treatment, Mr. Dottin would ask Defendant Gilroy, often in writing, for a day off from work so he could complete the treatment. Mr. Dottin was provided the rest of the day off for his first three BCG treatments. **Shockingly, he was required to report directly to work after the other approximately 22 treatments.** In short, Plaintiff was forced to come back to work following his weekly BCG treatments from late July 2022 up until his unlawful termination in March 2023.

31. United Hebrew forced Plaintiff to return to work right after finishing the treatment at around 11:00 am, despite knowing that the side effects would be worse in the afternoon. As such, Plaintiff had to work from 11:00 am to 4:00 pm in a medically uncomfortable state, often while experiencing fever and chills. Additionally, despite suffering from the side effects of the BCG treatment, Plaintiff was given labor-intensive work, such as repairing HVACs on the roof, which arguably presented a safety hazard considering his diminished condition. Plaintiff didn't receive any accommodations, nor did anyone at United Hebrew engage in an interactive process. Consequently, Plaintiff felt he had no choice but to come in and work even after a long day of cancer treatment.

32. Through Defendant Gilroy, United Hebrew continually contacted and pressured Plaintiff about work-related matters while he was undergoing BCG treatment, even though she knew the invasive nature of the procedure and that, as per his doctor's orders, he needed to be relaxed during it. Additionally, Defendant Gilroy kept claiming that "they needed him," which made Plaintiff feel even more obligated to return to work.

33. In July 2022, Dr. DeCastro informed Plaintiff that he would need to undergo

another bladder tumor removal in addition to the BCG treatment. Plaintiff shared this information with Defendant Gilroy and provided her with all the relevant documentation.

34. Despite Plaintiff's request for time off for the second bladder tumor removal, United Hebrew rejected the request. Witnessing that United Hebrew was failing to support Plaintiff, another two employees at United Hebrew sacrificed their sick days so that Plaintiff could undergo the second bladder tumor removal.

35. Plaintiff underwent the second tumor removal surgery in July 2022 and had to take four to five days off from work. During his absence, Defendant Gilroy again constantly contacted Plaintiff with repeated texts and calls asking when he would return to work, even though Plaintiff informed Defendant Gilroy and United Hebrew that he would not be able to come back to work until after he had fully recovered from his surgery.

36. Unfortunately, the situation became worse when Plaintiff started, in addition to the BCG treatment, a more invasive treatment called a cystoscopy in August 2022. Plaintiff had to undergo this treatment once a month until the present. Up until his unlawful termination, in March 2023, like after his other treatment, Plaintiff was required to report to work immediately.

37. Despite everything that Plaintiff was dealing with, Defendant Gilroy herself abused Plaintiff's kindness and hard work for herself without properly compensating Plaintiff. On August 2, 2022, Defendant Gilroy engaged Plaintiff to repair her personal garage door during work hours.

38. Plaintiff was hospitalized from August 5 to 7, 2022, due to severe side effects from his cancer treatments, which caused his bladder to fill with blood.

39. Despite his condition, Defendants continued to text Plaintiff about work-related matters. In response, Plaintiff provided Defendant Gilroy images of his internal bleeding and himself in the hospital bed, to which she merely responded, "Oh my," and asked whether the hospital is "keeping [him]" so that she can determine if he could return to work. When Plaintiff

returned, not only did he have to work full-time again, but he had to work even more as his tasks had accumulated in his absence.

40. Despite Plaintiff's condition deteriorating, United Hebrew still failed to provide any reasonable accommodation or engage in an interactive process. United Hebrew continued to pressure Plaintiff to handle all his tasks and made it clear that he would be given no leeway. As a result, on January 13, 2023, Plaintiff texted Ms. Sanders: "I'm preparing myself early. I have therapy today. No matter how I feel after, I will be there," to which she responded, "Ok thank you." After a long day of treatment, that same day, despite it being raining and freezing outside, Plaintiff was still required to work on the roof for two hours while sick to the point of exhaustion.

**D. Within a few months after learning about Plaintiff's Bladder Cancer, the Nursing Home Abruptly Terminated His Employment After Pretextually Raising Performance "Issues" and Assigning Him Work Outside of the Scope of his Employment**

41. Prior to January 2023, there was no indication from Defendant Gilroy or anyone else at United Hebrew that Plaintiff had any performance issues.

42. Suddenly, in January 2023, Defendant Gilroy, to gin up a pretextual reason to terminate Plaintiff's employment, raised that Plaintiff used his personal email address with vendor communication. Throughout his tenure, Plaintiff used the organization's email system but also included his personal email in the cc field. Everyone was aware of such, and no one had indicated it was an issue until January 2023 when Defendants were attempting to come up with a pretextual justification to terminate Plaintiff's employment. Nevertheless, once Plaintiff was informed that this was an "issue," he promptly complied and stopped using his personal email for work-related communication.

43. In addition, despite being fully aware that Plaintiff was dealing with the 100 "open" work orders from his predecessor, Defendant Gilroy, for the first time in January 2023, began



pressuring Plaintiff to immediately close those work orders. Even prior to Defendant Gilroy's pressuring, Plaintiff had repeatedly instructed his maintenance staff – who was supposed to input the information – to close out any work orders.

44. In his limited free time, despite it not being his duty, Plaintiff reviewed and took on the responsibility himself. Plaintiff and his maintenance team ultimately closed out all of the work orders.

45. In January or February 2023, in an attempt to support their baseless termination of Plaintiff's employment, United Hebrew gave Plaintiff an updated job description and made him sign and date it. Defendant Gilroy claimed that it was because "his folder was incomplete." At the time, Plaintiff had already worked there for over eight months. In this description, new responsibilities were added to his role, including landscaping duties, which he had never done before. Such duties were clearly an attempt to make it hard for Plaintiff, while suffering from his disability, to complete his job duties.

46. As such, it was clear that United Hebrew acted in a manner that would enable them to pretextually claim Plaintiff was "not compliant" with his duties, as laid out in the updated job description.

47. In early February 2023, Defendant Gilroy informed Plaintiff that Ms. Mabli wanted him to remove all dead plants from the garden. United Hebrew previously had engaged a landscaping company to perform this task. Plaintiff, as the ever-willing employee, attempted to complete the task to the best of his abilities. Unfortunately, since Plaintiff was feeling sick from his many cancer treatments, he could only finish half of it.

48. On February 15, 2023, Defendant Gilroy informed Plaintiff that Ms. Mabli wanted him to remove the rest of the dead plants. Plaintiff asked his coworkers for assistance. These coworkers were unionized and made clear that it was not in their union contract and outside the

scope of their employment, so they did not assist him (Plaintiff was the only non-union maintenance worker at United Hebrew).

49. United Hebrew misused Plaintiff's non-union status to require him to perform tasks outside of the scope of his role – even with Plaintiff's ever-worsening condition. Plaintiff was required to perform all of the tasks that the unionized maintenance workers rightfully refused to do.

50. Plaintiff continued to perform to the best of his abilities, even while dealing with bladder cancer and the significant effects of ongoing treatment. Nonetheless, Plaintiff was unscrupulously and abruptly fired on March 13, 2023, for “unsatisfactory work performance” by Defendant Gilroy and Human Resources employee, Tai Hughes. No proper explanation was afforded to Plaintiff; only a terse single sentence appeared in the Employment Separation Notice: "Termination of employment due to compliance-related concerns related to work performance."

51. When Plaintiff asked for an explanation, neither Defendant Gilroy nor Ms. Hughes provided him with one for his termination. The reason given in the Separation Notice was insincere. It was carefully crafted by United Hebrew as a pretext. Plaintiff was always compliant, and his performance had always been satisfactory with no prior complaints before he disclosed his cancer and needed to take time off for treatments.

52. The ruthless discrimination Plaintiff has suffered at the hands of Defendants has rendered him distraught and crest fallen. Plaintiff's emotional distress is clear and cognizable given Defendants' shocking treatment towards Plaintiff following his bladder cancer diagnosis.

**FIRST CAUSE OF ACTION**  
**DISCRIMINATION AND HOSTILE WORK ENVIRONMENT**  
**UNDER THE ADA**  
*Against Defendant United Hebrew*

53. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

54. Based on the facts alleged herein, United Hebrew engaged in unlawful employment practices prohibited by the ADA by discriminating and subjecting Plaintiff to a hostile work environment on the basis of his disability and failing to engage in interactive communication and offer reasonable accommodations.

55. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages, including, but not limited to, economic and pecuniary losses (past and future) – such as income, salary, bonuses, and other compensation that his employment entailed, severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering, the inability to enjoy life's pleasures, and other non-pecuniary losses and special damages.

56. Accordingly, as a result of the unlawful conduct of United Hebrew set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

**SECOND CAUSE OF ACTION**  
**RETALIATION UNDER THE ADA**  
*Against Defendant United Hebrew*

57. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

58. Based on the facts alleged herein, Defendant United Hebrew engaged in retaliation as prohibited by ADA by taking adverse actions against Plaintiff for requesting reasonable accommodations and time off.

59. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages, including, but not limited to, economic and pecuniary losses; severe emotional, psychological and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

60. Accordingly, as a result of the unlawful conduct of United Hebrew set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

**THIRD CAUSE OF ACTION**  
**INTERFERENCE AND RETALIATION UNDER THE FMLA**  
*Against Defendants*

61. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

62. Section 2612(a)(D) of the Family Medical Leave Act states in pertinent part: “an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period ... Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.”

63. Section 2615(a) of the Family Medical Leave Act states in pertinent part:  
  
Interference with rights.

- (1) Exercise of rights. It shall be unlawful for any employer to interfere, restrain, or deny the exercise of or the attempt to exercise, any right provided under this subchapter.
- (2) Discrimination. It shall be unlawful for any employer to discharge or in any other manner discriminate against any individual for opposing any practice made unlawful by this subchapter.

64. Defendant United Hebrew and Plaintiff are subject to the FMLA, respectively, as a covered employer and eligible employee.

65. Defendants interfered with Plaintiff's rights under the FMLA by failing to inform that Plaintiff is eligible for an FMLA leave and educate him of his rights under FMLA.

66. Defendants discriminated and retaliated against Plaintiff for taking a protected intermittent leave under the FMLA by discriminating against him in the terms and conditions of his employment and terminating his employment.

67. Accordingly, as a result of the unlawful conduct of Defendants set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

**FOURTH CAUSE OF ACTION**  
**DISCRIMINATION UNDER THE NYSHRL**  
***Against All Defendants***

68. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

69. New York Executive Law § 296 provides that:

1. It shall be an unlawful discriminatory practice: "(a) For an employer or licensing agency, because of an individual's age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment."

70. Defendants engaged in an unlawful employment practice by discriminating against Plaintiff on the basis of his disability (Bladder Cancer).

71. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including but not limited to economic and pecuniary losses (past and future) – such as income, salary, benefits, bonuses, commission, and other compensation that his employment entailed; severe emotional, psychological and physical stress, distress, anxiety,

pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

72. Accordingly, as a result of the unlawful conduct of Defendants set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

**FIFTH CAUSE OF ACTION**  
**AIDING AND ABETTING UNDER THE NYSHRL**  
***Against Individual Defendant Only***

73. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

74. New York State Executive Law § 296(6) provides that it shall be an unlawful discriminatory practice: "For any person to aid, abet, incite compel or coerce the doing of any acts forbidden under this article, or attempt to do so."

75. Individual Defendant engaged in an unlawful employment practice in violation of New York State Executive Law § 296(6) by aiding, abetting, inciting, compelling, and coercing the discriminatory conduct against Plaintiff.

76. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including but not limited to economic and pecuniary losses (past and future) – such as income, salary, benefits, bonuses, commission, and other compensation that her employment entailed; severe emotional, psychological and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

77. Accordingly, as a result of the unlawful conduct of Individual Defendant, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available to him under this law, including, but not limited to, liquidated damages.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests a judgment against the Defendants:

A. Declaring that Defendants engaged in unlawful employment practices prohibited by the American with Disabilities Act of 1990, 42 U.S.C. §§ 12101, et seq. ("ADA"); the New York State Human Rights Law, New York State Executive Law, §§ 296 et seq. ("NYSHRL"); and the Family and Medical Leave Act of 1993 ("FMLA") by discriminating and retaliating against Plaintiff because of his disability, allowing its employees to press their unlawful campaign against Plaintiff without repercussion, and;

B. Awarding damages to Plaintiff for all lost wages and benefits resulting from Defendants' unlawful discrimination and to otherwise make him whole for any losses suffered as a result of such unlawful employment practices;

C. Awarding Plaintiff compensatory damages for mental, emotional, and physical injury, distress, pain and suffering, and injury to his reputation in an amount to be proven at trial;

D. Awarding Plaintiff punitive damages;

E. Awarding Plaintiff liquidated damages;

F. Awarding Plaintiff attorneys' fees, costs, disbursements, and expenses incurred in the prosecution of this action; and

G. Awarding Plaintiff such other and further relief as the Court may deem equitable, just, and proper to remedy Defendants' unlawful employment practices.

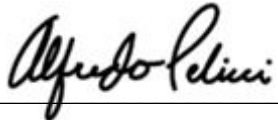
**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: March 13, 2025  
New York, New York

Respectfully submitted,

**FILIPPATOS PLLC**

By: \_\_\_\_\_

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