

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

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ANTHONY LEKOCEVIC,
Plaintiff,

Case No.: 9:26-cv-2298

- against -

COMPLAINT

Jury Trial Demanded

DISTRIBUTION INTERNATIONAL, Inc.

Defendant.

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Plaintiff Anthony Lekocevic, by his attorneys, Filippatos PLLC, hereby alleges the following against Defendant Distributional International Inc. (“DIS”) as follows:

NATURE OF THE CASE

1. This action arises out of Defendant Distribution International, Inc.’s unlawful interference and retaliation against Plaintiff Anthony Lekocevic after he exercised his rights under the Family Medical Leave Act (“FMLA”).

2. Mr. Lekocevic was a highly successful Branch Manager at Defendant’s Hicksville, New York location. Under his leadership, the Hicksville branch consistently outperformed other locations in the Northeast division and generated significant revenue growth for the Company.

3. In 2024, after a new Regional Operations Manager assumed supervisory authority over Mr. Lekocevic, his work environment changed dramatically. Shortly thereafter, Mr. Lekocevic began experiencing serious medical issues, including vertigo, anxiety, and severe dizziness that made it unsafe for him to drive.

4. Mr. Lekocevic notified Defendant of his medical condition and initially worked remotely with the Company's approval. Despite his continued strong performance while working remotely, Defendant later required him to take FMLA leave.

5. After Mr. Lekocevic exercised his right to take protected leave, Defendant began to marginalize him, exclude him from important employment communications, and undermine his position within the Company.

6. When Mr. Lekocevic returned from leave and attempted to continue working while addressing his ongoing medical limitations, Defendant refused to accommodate him and instead terminated his employment on March 17, 2025 under the pretext of a "workforce reduction."

7. Accordingly, Plaintiff brings this action against the Defendant for retaliation and interference based on his need to take medical leave in violation of the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq. ("FMLA").

JURISDICTION AND VENUE

8. Jurisdiction of this Court is proper under 28 U.S.C. § 1331 as Plaintiff alleges claims pursuant to the FMLA.

9. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) as the acts complained of occurred and/or originated herein.

ADMINISTRATIVE PREREQUISITES

10. On or about January 6, 2026, Plaintiff filed a Charge of Discrimination ("Charge") with the Equal Employment Opportunity Commission ("EEOC") regarding Defendants' discriminatory and retaliatory actions alleging violations of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101, *et seq.* as amended by the ADA Amendments Act of 2008,

Pub. L. No. 110-325 (“ADAA”); the New York State Human Rights Law, New York State Executive Law, §§ 296 *et seq.* (“NYSHRL”), and the FMLA.

11. Upon receipt of Plaintiff’s Notice of Right to Sue from the EEOC, Plaintiff will seek leave to amend his Complaint to add claims under the ADAA and the NYSRHL.

PARTIES

12. At all times relevant hereto, Plaintiff Anthony Lekocevic, was and is a resident of the State of New York.

13. At all times relevant hereto, the Defendant was and is a domestic for-profit company maintaining its principal place of business at 601 Jefferson Street, Suite 600, Houston, Texas, 77002.

14. Upon information and belief, the Defendant employs nearly 600 individuals on a full-time or full-time equivalent basis and is thus subject to the statute upon which the Plaintiff is proceeding herein.

FACTUAL ALLEGATIONS

I. Mr. Lekocevic’s Successful Career in Distribution and Branch Management Leads to Immediate Success at DIS

15. Mr. Lekocevic joined DIS in January 2020 as a temporary Customer Service Representative at their Hicksville, Long Island Branch, bringing extensive experience in customer service and operations management.

16. Although he was furloughed along with all employees during the March 2020 COVID-19 shutdowns, his strong performance led to his rehiring as a temporary worker in April 2020.

17. Recognizing his dedication, work ethic, and natural leadership abilities, DIS offered him a full-time position in June 2020.

18. While working at the Hicksville branch, Mr. Lekocevic demonstrated exceptional competence in all aspects of branch operations.

19. Throughout his tenure at the Company, he received positive performance evaluations and maintained a clean disciplinary record with no write-ups or warnings, and his consistently exemplary performance earned him rapid advancement within the Company.

20. In recognition of his outstanding performance and leadership capabilities, Mr. Lekocevic was promoted to Branch Manager of DIS's Hicksville location.

21. In this role, he assumed responsibility for all branch operations, including inventory management, customer relations, staff supervision, and financial performance.

22. Under his leadership, the Hicksville branch consistently outperformed other locations in the Northeast division.

23. For two consecutive years, his branch finished as the strongest performer, achieving a 9.4% increase in 2024 and generating over \$2 million more than the previous year.

24. The branch was known throughout the region for its exceptional customer service and operational efficiency, in large part due to Mr. Lekocevic's leadership.

25. In October 2023, Mr. Lekocevic was selected to mentor a new branch manager in Boston, receiving additional compensation of \$1,500 per month in recognition of his expertise and leadership abilities.

26. Additionally, his previous supervisor, John Achille, consistently recognized his value by providing him with raises and even a company vehicle.

II. Mr. Lekocevic is Targeted Soon After Tiffany Gonzalez Takes Over as Regional Operations Manager

27. Mr. Lekocevic's work environment changed drastically for the worse on May 1, 2024, when Tiffany Gonzalez replaced John Achille as Regional Operations Manager.

28. Ms. Gonzalez, who had previously served as Regional Sales Manager for the Northeast with no experience in operations or branch management, immediately created a hostile work environment for Mr. Lekocevic.

29. Almost immediately upon taking over, Ms. Gonzalez eliminated Mr. Lekocevic's mentorship compensation of \$1,500 per month without justification.

30. This was her attempt to target Mr. Lekocevic, signaling her intent to undermine his position and authority.

31. On May 28, 2024, a warehouse shelf collapsed due to structural issues that predated Mr. Lekocevic's tenure as branch manager.

32. Despite Mr. Lekocevic's immediate and professional response to the safety incident, Ms. Gonzalez and Kevin Harte attempted to blame him for the collapse.

33. Ms. Gonzalez told Mr. Lekocevic that corporate management "wanted to knock your head off for this."

34. When Mr. Lekocevic appropriately defended himself, explaining that the shelving system had been installed years before his promotion and had been regularly inspected by senior management without concern, no disciplinary action was taken because it was appropriately determined that Mr. Lekocevic was not responsible.

35. However, this incident marked the beginning of Ms. Gonzalez's and Mr. Harte's retaliatory campaign against Mr. Lekocevic.

36. Following the shelf incident, Mr. Harte stopped communicating directly with Mr. Lekocevic and instead contacted his subordinate, Assistant Manager Baoli Lu, undermining Mr. Lekocevic's authority and creating a hostile work environment.

III. Mr. Lekocevic Develops Medical Condition and Subsequently Requests Reasonable Accommodations

37. The stress and pressure created by Ms. Gonzalez's hostile treatment began to take a severe toll on Mr. Lekocevic's health.

38. On July 23, 2024, while commuting to work, Mr. Lekocevic experienced severe chest pain and dizziness.

39. His symptoms were so severe that he believed he was having a heart attack and immediately sought emergency medical treatment.

40. After being evaluated at an urgent care facility and subsequently at New York Presbyterian Hospital, Mr. Lekocevic was diagnosed with vertigo and prescribed medication.

41. Mr. Lekocevic's condition made it extremely difficult and dangerous for him to drive, particularly over bridges and on highways.

42. Despite these challenges, he attempted to continue working and requested reasonable accommodation from DIS.

43. On July 25, 2024, Mr. Lekocevic provided a doctor's note from Dr. Joel Attard clearing him to return to work on July 29, 2024.

44. However, after injuring his toe and requiring stitches on July 28, 2024, he informed Ms. Gonzalez and Human Resources ("HR") representative Lisa Keegan that he could not safely drive to work.

45. Ms. Keegan advised that it was Ms. Gonzalez's decision whether to allow remote work or place him on medical leave. Ms. Gonzalez approved remote work accommodation.

IV. Mr. Lekocevic's Medical Conditions Worsen and He Takes Protected FMLA Leave

46. Throughout August 2024, Mr. Lekocevic worked remotely with full efficiency and effectiveness.

47. Despite being on approved remote work, he was regularly contacted by the office for assistance and continued to handle all aspects of branch management.

48. His performance remained exemplary, and the branch achieved its best performance in years.

49. On August 12, 2024, Dr. Muhammad Naeem diagnosed Mr. Lekocevic with work-related stress and anxiety, as well as agoraphobia related to driving over bridges.

50. Dr. Naeem prescribed anxiety medication and advised Mr. Lekocevic to avoid driving for the time being.

51. Additional evaluation by Dr. Aaron Spingarn revealed significant sinus issues contributing to his dizziness.

52. Despite Mr. Lekocevic's successful remote work arrangement and continued high performance, on September 10, 2024, Ms. Gonzalez and Ms. Keegan demanded additional medical documentation and forced him to apply for FMLA leave.

53. On September 19, 2024, despite Dr. Naeem's recommendation that Mr. Lekocevic could work from home, DIS rejected this accommodation and placed him on involuntary FMLA leave.

V. Mr. Lekocevic Experiences Retaliation for Protected Activity and Succeeds Following his Return from FMLA

54. During Mr. Lekocevic's three-month FMLA leave, DIS engaged in several acts of interference and retaliation.

55. Most egregiously, the Company failed to notify him of the annual benefits enrollment period, potentially causing him to lose health insurance benefits for the following year. Only through the intervention of his colleague Mr. Lu was Mr. Lekocevic able to complete the enrollment in time.

56. Additionally, despite the policy of inviting all managers to the annual DIS meeting in Daytona, Florida, Mr. Lekocevic was excluded from the 2025 invitation.

57. When Ms. Gonzalez belatedly demanded he make flight reservations, he explained his inability to fly and his current health limitations.

58. Ms. Gonzalez never responded and failed to provide him with any information about the meeting.

59. Throughout his leave, senior leadership provided minimal support to the Hicksville branch, despite it being one of the Company's most profitable locations.

60. This lack of support appeared to be designed to undermine the branch's performance and justify future adverse actions against Mr. Lekocevic.

61. Mr. Lekocevic returned to work on December 26, 2024, after receiving medical clearance.

62. Despite his medical challenges, he was committed to performing his duties and immediately addressed the significant backlog of work that had accumulated during his absence.

63. DIS's systems initially showed him as still "on leave," and there appeared to be surprise that he had returned to work, suggesting management had hoped he would not return. During this period, Mr. Lekocevic continued to excel professionally.

64. Despite these challenges, his branch finished 2024 as the strongest performer in the Northeast division, up 9.4% and exceeding the previous year by over \$2 million.

65. Remarkably, neither Ms. Gonzalez nor Mr. Harte acknowledged this exceptional performance or provided the customary profit and loss statement review.

66. In February 2025, Mr. Lekocevic's medical condition worsened significantly.

67. After falling in his garage in July 2024 (an incident he had initially dismissed), he began experiencing severe symptoms including head tremors, neck pain, and worsening dizziness.

68. On February 13, 2025, Dr. Naeem referred him to neurologist Dr. Maggie Morr and PA Alan Miller.

69. On February 24, 2025, an MRI revealed that Mr. Lekocevic had cervical stenosis with significant narrowing of his spinal canal, requiring surgical intervention.

70. This diagnosis explained his ongoing vertigo and driving difficulties.

VI. Mr. Lekocevic was Unlawfully Terminated by DIS

71. On February 28, 2025, when Mr. Lekocevic was briefly late to work due to a medical appointment, Ms. Gonzalez sent him a critical email despite him properly notifying his staff and even addressing a customer service issue that morning.

72. When Mr. Lekocevic explained his medical situation and his need for accommodation, Ms. Gonzalez appeared sympathetic and made specific promises about his future employment.

73. Ms. Gonzalez explicitly promised Mr. Lekocevic that she would work with Regional Sales Manager Ben Vacula to create an inside sales position that would allow him to work remotely while addressing his medical limitations.

74. She stated, “I’ll speak to Ben Vacula and we will give you an inside sales rep job for HVAC and to work remote for now.”

75. Ms. Gonzalez assured him she would call with details the following week. Relying on these promises, Mr. Lekocevic arranged to take his scheduled vacation time to focus on his health and begin vestibular therapy.

76. Mr. Lekocevic left his DIS property at the office, understanding that he would transition to the new remote position upon his return.

77. However, on March 3, 2025, Ms. Gonzalez's true intentions became clear. Instead of the promised position, she called to inform Mr. Lekocevic that there was a "hiring freeze," despite having hired a salesperson the week before.

78. Ms. Gonzalez claimed there might be a position available at the end of the second quarter, but her statements were clearly fabricated.

79. Most tellingly, Ms. Gonzalez admitted that she was "replacing" Mr. Lekocevic as branch manager, contradicting the company's later claim that the position was being eliminated due to workforce reduction.

80. On March 7, 2025, while Mr. Lekocevic was on approved vacation, DIS surreptitiously removed his remote work authorization from the system without notice or explanation.

81. This action was taken in bad faith and designed to create a false record of insubordination.

82. When Mr. Lekocevic offered to return to work on March 17, 2025, paying for his own transportation via Uber to accommodate his medical restrictions, DIS refused.

83. On March 10, 2025, Ms. Gonzalez met with a Customer Service Representative at DIS to discuss a "manager in training program," directly contradicting the claim that the branch manager position was being eliminated.

84. On March 17, 2025, Mr. Lekocevic was terminated in a Teams call with Ms. Gonzalez and Ms. Keegan, effective immediately.

85. DIS claimed the termination was due to “workforce reduction” and elimination of the branch manager position.

86. However, in the roughly two weeks before his termination for supposed “workforce reduction,” DIS posted several jobs on LinkedIn for positions in their Hicksville office, including positions for a Logistics Specialist, Building Materials Coordinator, Distribution Coordinator, and Insulation Installation Professional.

87. Thus, it is clear that any proffered reason for his termination was merely pretext for discrimination and retaliation based on Mr. Lekocevic’s disability and for exercising his right to take protected leave.

FIRST CAUSE OF ACTION
Retaliation in Violation of The FMLA

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

89. Based on the facts alleged herein, Defendant engaged in unlawful employment practices prohibited by the FMLA by retaliating against Plaintiff after he exercised his rights under the FMLA, including by taking protected medical leave and requesting leave related to his serious health conditions.

90. Plaintiff engaged in protected activity when he requested and took FMLA leave for his documented medical conditions. Defendant was aware of Plaintiff’s protected activity, yet thereafter subjected him to adverse employment actions, including the termination of his employment.

91. Defendant’s decision to terminate Plaintiff occurred shortly after he exercised his FMLA rights and was connected to his protected activity.

92. 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.

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

SECOND CAUSE OF ACTION
Interference in Violation of The FMLA

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

95. By the actions described above, among others, the Defendant has interfered with and discriminated against Plaintiff for exercising his FMLA rights by altering the terms and conditions of and ultimately terminating Plaintiff's employment.

96. Defendant further interfered with Plaintiff's FMLA right by failing to provide adequate support during his leave, excluding him from important employment-related benefits and communications, and creating conditions that undermined his ability to fully exercise and return from protected leave.

97. As a direct and proximate result of the Defendant's unlawful conduct in violation of the FMLA, Plaintiff has suffered, and will continue to suffer, monetary and/or other economic harm for which he is entitled to an award of monetary damages, liquidated damages, and other relief.

98. As a direct and proximate result of the Defendant's unlawful conduct in violation of the FMLA, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, for which he is entitled to an award of damages, to the greatest extent permitted under

law, in addition to reasonable attorneys' fees and expenses.

99. The Defendant knew or showed reckless disregard for the fact that its conduct violated Plaintiff's rights under the FMLA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in his favor and against the Defendant, containing the following relief:

A. A declaratory judgment that the actions, conduct and practices of the Defendant complained of herein violate the laws of the United States;

B. An injunction and order permanently restraining the Defendant and its officers, officials, agents, successors, employees and/or representatives, and any and all persons acting in concert with them, from engaging in any such further unlawful conduct, including the policies and practices complained of herein;

C. An award of damages against the Defendant, or any jointly or severally liable entity or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages;

D. An award of damages against the Defendant, or any jointly or severally liable entity or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for his emotional distress;

E. An award of damages for any and all other monetary and/or non-monetary losses suffered by Plaintiff, including, but not limited to, loss of income, reputational harm and harm to professional reputation, in an amount to be determined at trial, plus prejudgment interest;

F. An award of punitive damages, and any applicable penalties and/or liquidated damages in an amount to be determined at trial;

G. Prejudgment interest on all amounts due;

H. An award of costs that Plaintiff has incurred in this action, including, but not limited to, expert witness fees, as well as Plaintiff's reasonable attorneys' fees and costs to the fullest extent permitted by law; and,

I. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

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

Dated: April 17, 2026

New York, New York

Respectfully submitted,

FILIPPATOS PLLC

By:  _____

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