SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ALI ALSAIDI, Plaintiff, -against- CITY OF NEW YORK, GIORLYS J. ALVAREZ, JENNY A. ALONZO, and LEI CUI, Defendants.	Index No.: **SUMMONS** Plaintiff designates New York County as the place of trial. The basis of venue is the residence of Defendant City of New York. CPLR 503(a). Plaintiff resides at 1531 McDonald Avenue Bronx, New York 10461

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer upon Plaintiff's attorney within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
October 20, 2026

LAW OFFICE OF JOHN A. SCOLA, PLLC
Attorneys for Plaintiff

/s/ John A. Scola
By: John A. Scola, Esq.
90 Broad Street, Suite 1023
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(917) 423-1445
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TO:

CITY OF NEW YORK
c/o Corporation Counsel
100 Church Street
New York, New York 10007

GIORLYS J. ALVAREZ
c/o NYPD Police Cadet Corps
130-30 28th Avenue
College Point, New York 11354

JENNY A. ALONZO
c/o NYPD Police Cadet Corps
130-30 28th Avenue
College Point, New York 11354

LEI CUI
c/o NYPD Police Cadet Corps
130-30 28th Avenue
College Point, New York 11354

SUPREME COURT OF THE STATE OF NEW YORK
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ALI ALSAIDI, Plaintiff, -against- CITY OF NEW YORK, GIORLYS J. ALVAREZ, JENNY A. ALONZO, and LEI CUI, Defendants.	Index No.: **VERIFIED COMPLAINT** **JURY TRIAL DEMANDED**

Plaintiff ALI ALSAIDI ("Plaintiff"), by and through his attorney, the Law Office of John A. Scola, PLLC, complaining of the Defendants CITY OF NEW YORK, GIORLYS J. ALVAREZ, JENNY A. ALONZO, and LEI CUI (collectively, "Defendants"), respectfully alleges as follows:

INTRODUCTION

This is an action for discrimination, retaliation and interference with protected rights under the New York City Human Rights Law, N.Y.C. Admin. Code § 8-101 et seq. ("NYCHRL"). Plaintiff, a Muslim New York City Police Department ("NYPD") Police Cadet of Arab and Middle Eastern background, was a cum laude college graduate with an award-winning record who was on the Candidate Assessment Division's list for the July 22, 2026 Police Academy class. When a sergeant in his unit targeted an Afro-Hispanic female cadet with degrading comments about her weight, her hair and her race, and then moved to sabotage her appointment after she complained, Plaintiff filed an Equal Employment Opportunity complaint on her behalf on June 20, 2026. Within sixteen days, his supervisors denied his leave, ordered him in first thing on a Monday morning, falsely told him that the Candidate Assessment Division had rejected him for the Academy class, and directed him to resign. Plaintiff resigned on July 6, 2026, sixteen days before he was to be appointed a Police Officer. The Candidate Assessment Division had never found him ineligible.

The only thing that kept him out of the July 22 class was the resignation his supervisors forced on him.

At all times herein, Plaintiff was a member of protected classes on account of his religion and national origin, and engaged in protected activity by opposing discrimination against a fellow cadet and by complaining to the NYPD Office of Equal Employment Opportunity.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to CPLR 301 and N.Y.C. Admin. Code § 8-502(a).

2. Venue is proper in New York County pursuant to CPLR 503(a) because Defendant City of New York resides in New York County.

3. Prior to the filing of this action, Plaintiff served a copy of this Verified Complaint upon the New York City Commission on Human Rights and the Corporation Counsel of the City of New York, in accordance with N.Y.C. Admin. Code § 8-502(c).

4. No notice of claim is required as a condition precedent to the claims asserted herein under the NYCHRL.

STATUTE OF LIMITATIONS

5. This action is timely commenced within three years of the unlawful acts complained of, pursuant to N.Y.C. Admin. Code § 8-502(d).

PARTIES

6. Plaintiff ALI ALSAIDI is a natural person who resides in Bronx County, New York.

7. Plaintiff is Muslim and is of Arab and Middle Eastern descent.

8. From January 18, 2024 until July 6, 2026, Plaintiff was employed by the Defendant CITY OF NEW YORK, through the NYPD, as a Police Cadet.

9. At all relevant times, Plaintiff was a "person" and an "employee" within the meaning of N.Y.C. Admin. Code § 8-102.

10. Defendant CITY OF NEW YORK (the "City") is a municipal corporation organized and existing under the laws of the State of New York. The NYPD is an agency of the City.

11. At all relevant times, the City was Plaintiff's "employer" within the meaning of N.Y.C. Admin. Code § 8-102, and employed far more than four persons.

12. Defendant GIORLYS J. ALVAREZ ("Captain Alvarez") is a Captain in the NYPD and is an employee of the Defendant City. At all relevant times, Captain Alvarez was the Commanding Officer of the NYPD Police Cadet Corps Unit and exercised managerial and supervisory authority over Plaintiff.

13. Defendant JENNY A. ALONZO ("Sergeant Alonzo") is a Sergeant in the NYPD and is an employee of the Defendant City. At all relevant times, Sergeant Alonzo was assigned to the Police Cadet Corps Unit and exercised supervisory authority over Plaintiff.

14. Defendant LEI CUI ("Lieutenant Cui") is a Lieutenant in the NYPD and is an employee of the Defendant City. At all relevant times, Lieutenant Cui was the Executive Officer of the Police Cadet Corps Unit and exercised supervisory authority over Plaintiff.

15. Captain Alvarez, Sergeant Alonzo and Lieutenant Cui are sued in their individual capacities.

FACTUAL ALLEGATIONS

16. The NYPD Police Cadet Corps Program is a civilian employment and educational program designed to prepare eligible college students for appointment as NYPD Police Officers.

17. The Police Cadet Corps Unit, located at the NYPD Police Academy in College Point, Queens, administers the Program and is the parent command for Police Cadets assigned throughout the Department. Some Police Cadets are assigned directly to the Unit.

18. Police Cadets receive tuition assistance. Under the Police Cadet Corps loan agreement, the tuition assistance is forgiven once the cadet completes two years of service as an NYPD Police Officer.

19. Police Cadets who qualify for appointment as Police Officers are processed by the NYPD Candidate Assessment Division ("CAD"). In the ordinary course, a Police Cadet remains in the civilian Police Cadet title until the day he is appointed a Police Officer, and ends his Police Cadet employment on the same day he is sworn in.

20. Plaintiff obtained an associate's degree from Monroe College in June 2023 and began attending John Jay College of Criminal Justice in August 2023.

21. Plaintiff was hired by the NYPD as a Police Cadet on January 18, 2024, while enrolled at John Jay College.

22. Plaintiff completed his initial Police Cadet training on February 9, 2024, and began his assignment at the 47th Precinct in the Bronx on February 12, 2024.

23. Plaintiff was paid $19.51 per hour and ordinarily worked thirty-four paid hours per week.

24. Plaintiff received $7,500 in tuition assistance through the Police Cadet Corps Program, in three payments of $2,500.

25. On June 1, 2025, Plaintiff graduated cum laude from John Jay College with a Bachelor of Science in Criminal Justice and a cumulative grade-point average of 3.533.

26. Plaintiff performed his duties with distinction. He received the Police Cadet Corps Academic Achievement Award and was named the 47th Precinct's Civilian of the Quarter. He maintained an excellent working relationship with the commanding officer of the 47th Precinct and with his supervisors.

27. Police Cadet Corps supervisors regularly inspected Plaintiff at his command. Plaintiff never received a Command Discipline at any point during his employment.

28. Beginning in October 2025, Plaintiff was directed to work at the Police Cadet Corps Unit at the Police Academy in Queens. He received no transfer order, and upon information and belief, his official command remained the 47th Precinct.

29. Plaintiff did not request this placement, and it required him to travel from his home in the Bronx to the Police Academy in Queens.

30. At the Police Cadet Corps Unit, Plaintiff was supervised by Captain Alvarez, Lieutenant Cui and Sergeant Alonzo, among others.

31. Plaintiff had received an approved religious accommodation from the NYPD permitting him to wear a beard in accordance with his Muslim faith.

32. In or about February 2026, despite that approved accommodation, Sergeant Alonzo confronted and berated Plaintiff about his beard in front of other Police Cadets. Plaintiff explained the religious basis for his beard and showed Sergeant Alonzo his written authorization.

33. The confrontation humiliated Plaintiff. Afterward, Plaintiff began shaving his beard, because he feared further confrontation and adverse consequences if he continued to exercise his approved religious accommodation.

34. Under the Police Cadet Handbook, Police Cadets may not grow facial hair unless they have been granted a religious accommodation or a medical exemption. Upon information and belief, Hispanic cadets whom Plaintiff understood to be Christian, including Police Cadet Renzo Medina, wore full beards without any approved accommodation, and Sergeant Alonzo did not confront or humiliate them.

35. On another occasion, Sergeant Alonzo asked Plaintiff whether he prays. Lieutenant Cui called out from his office, “Alsaidi never prays.”

36. Lieutenant Cui also questioned Plaintiff about his national origin and background, described the place Plaintiff comes from as a rough place, and brought up his own military service in Iraq.

37. Sergeant Alonzo also treated Plaintiff less well than other cadets in his work assignments. Upon information and belief, Sergeant Alonzo told Sergeant Alexandra Mojica-

Lopez that Plaintiff did not deserve recruitment and inspection assignments, which were desirable assignments for cadets working at the Unit, and described Plaintiff as her "last resort" for those assignments.

38. Instead, Sergeant Alonzo repeatedly ordered Plaintiff to perform heavy manual labor, including moving, carrying, organizing and disposing of large quantities of heavy supply boxes, reorganizing closets, handling supply deliveries and breaking down hundreds of boxes. When she gave these orders, Sergeant Alonzo told Plaintiff that she would get Captain Alvarez's approval for them.

39. The Police Cadet Handbook strictly prohibits Police Cadets from routinely performing any type of manual labor and from performing any type of custodian duties, and requires that all of their duties be administrative tasks.

40. Plaintiff's treatment was part of a pattern in the Police Cadet Corps Unit of subjecting Muslim and Jewish cadets to harsher discipline and more burdensome conditions than Christian and Hispanic cadets.

41. Upon information and belief, Police Cadet Endi Haxhaj, an Albanian Muslim, received a Command Discipline for a minor deficiency although he had no prior negative Deportment Cards or disciplinary history.

42. Upon information and belief, in or about May or early June 2026, Cadet Haxhaj filed an NYPD EEO complaint against Captain Alvarez. After Captain Alvarez learned of his complaint, she placed him on academic suspension during his first academic probation, which eliminated his working hours and his income, removed him from his command, and subjected him to unfavorable assignments.

43. Upon information and belief, at least two other South Asian Muslim cadets were likewise placed on academic suspension and lost their working hours and income, and one of them was pressured to resign and threatened with termination.

44. Under the Police Cadet Handbook, the penalties for academic deficiencies are discretionary, and it provides only that continued academic probation may result in termination.

Upon information and belief, Christian and Hispanic cadets were placed on academic probation repeatedly, some three or four times, without being suspended, losing their working hours, being threatened with termination or being punitively reassigned.

45. Mandatory monthly training for Police Cadets was ordinarily held on a Saturday. Under the Police Cadet Handbook, a cadet may be excused from monthly training only by a supervisor on a UF-49, case by case. The Handbook does not require any makeup training for an excused absence.

46. Upon information and belief, Jewish cadets, including Cadets Ethan K. Borukhov and Josef Aronov Itskovich, submitted UF-49 requests to be excused from Saturday training to observe the Sabbath, and Muslim cadets submitted requests to be excused to observe their faith.

47. Captain Alvarez had final authority over UF-49 requests in the Unit; only Sergeant Alonzo and Lieutenant Cui could decide them in her absence. Upon information and belief, Muslim and Jewish cadets' religious excusal requests were repeatedly denied, and when such a request was approved, Captain Alvarez required the cadet to complete three makeup-training days for the one session missed. Christian and Hispanic cadets who were excused, for religious or other reasons, were required to complete only one makeup-training day.

48. Daylin A. Monsalveblanco was a Police Cadet assigned directly to the Police Cadet Corps Unit. She is Afro-Hispanic and wore her hair in Afro braids.

49. Sergeant Alonzo repeatedly targeted Cadet Monsalveblanco. Cadet Monsalveblanco reported to Plaintiff that Sergeant Alonzo subjected her to degrading comments about her weight, her body and her physical appearance; berated her about her Afro braids and how her hair looked; and made comments about her race and skin color.

50. Cadet Monsalveblanco made an EEO complaint about her treatment.

51. On June 17, 2026, at approximately 7:30 a.m., Sergeant Alonzo accused Cadet Monsalveblanco of disrespecting her. Plaintiff was present and did not hear Cadet Monsalveblanco say anything disrespectful. Sergeants Lee E. Helton and Justin N. Davis did not hear it either.

52. Lieutenant Cui then confronted Cadet Monsalveblanco until she was crying. Police Officer Lauren E. Jones comforted her. During the incident, Lieutenant Cui referred openly to Cadet Monsalveblanco's EEO complaint.

53. Immediately afterward, Plaintiff heard Sergeant Alonzo say, "She's definitely getting a CD now," referring to a Command Discipline.

54. At approximately 3:00 p.m. that day, Plaintiff overheard Sergeant Alonzo on the telephone with CAD, reporting Cadet Monsalveblanco's supposed disrespect toward a supervisor and raising the possibility of a Command Discipline. Plaintiff understood the call as an effort to jeopardize Cadet Monsalveblanco's upcoming appointment as a Police Officer.

55. Also on June 17, 2026, Sergeant Helton submitted an EEO-related report concerning the treatment of Cadet Monsalveblanco. Lieutenant Cui later questioned Sergeant Helton about why he had filed a complaint against Captain Alvarez.

56. On June 20, 2026, Plaintiff submitted an internal NYPD EEO complaint opposing the harassment, discrimination and retaliation directed at Cadet Monsalveblanco. His complaint described the June 17 incident, Sergeant Alonzo's threatened Command Discipline and Sergeant Alonzo's call to CAD.

57. Plaintiff's June 20, 2026 EEO complaint was protected activity under N.Y.C. Admin. Code § 8-107(7) and § 8-107(19).

58. Upon information and belief, Captain Alvarez, Lieutenant Cui and Sergeant Alonzo learned of Plaintiff's EEO complaint shortly after he submitted it.

59. Plaintiff was on scheduled days off from June 21 through June 30, 2026. During that period, Police Officer Jones informed Plaintiff that, on instructions attributed to Captain Alvarez and Lieutenant Cui, Plaintiff and Cadet Monsalveblanco were no longer permitted to enter the Police Cadet Corps Unit office. Cadet Leung, another cadet assigned to the Unit, remained free to enter.

60. At that time, Plaintiff had satisfied every requirement for appointment as a Police Officer. He held his bachelor's degree, had reached the minimum appointment age, and was being

processed for appointment through Promotion to Police Officer Examination No. 6539, List No. 135.

61. Plaintiff had also qualified on Police Officer Open Competitive Examination No. 3332, List No. 1781, and on Promotion to Police Officer Examination No. 4540, List No. 24. Examination No. 4540 required a minimum appointment age of twenty-one. The amended Notice of Examination for Examination No. 6539, dated January 21, 2026, reduced the minimum appointment age to twenty years and six months. Plaintiff reached that age on May 26, 2026, and was being processed through Examination No. 6539 for appointment to the July 22, 2026 class.

62. Sergeant Mojica-Lopez, who oversaw the transition of Police Cadets into the Police Officer title, received CAD's list of cadets expected to enter the July 22, 2026 Police Academy class. Plaintiff's name was on that list.

63. Because Plaintiff was being appointed through a promotional examination, his appointment required him to remain employed in his qualifying civilian Police Cadet title until he was sworn in.

64. On June 18, 2026, Plaintiff showed Sergeant Helton a proposed vacation request for July 1 through July 21, 2026. Sergeant Helton had no objection.

65. On July 3, 2026, at approximately 1:28 p.m., Lieutenant Cui called Plaintiff and instructed him to submit the vacation request by email on a UF-49. Plaintiff did so.

66. At approximately 1:49 p.m., Lieutenant Cui called Plaintiff again, denied the request, and ordered Plaintiff to report to work on Monday, July 6, 2026. Plaintiff could hear Sergeant Alonzo speaking in the background.

67. Plaintiff reported to the Police Cadet Corps Unit at approximately 7:00 a.m. on July 6, 2026. Before he was called in, Plaintiff overheard Lieutenant Cui tell Sergeant Alonzo, "She wants this done first thing in the morning." Upon information and belief, "she" was Captain Alvarez.

68. Lieutenant Cui and Sergeant Alonzo then told Plaintiff that CAD had officially confirmed that he would not be entering the July 22, 2026 Police Academy class.

69. Lieutenant Cui and Sergeant Alonzo directed Plaintiff to resign, and warned him of "other routes" if he refused.

70. Plaintiff understood that warning, coming after the treatment described above and sixteen days after his EEO complaint, as a threat of further discipline, investigation and damage to his career if he did not resign.

71. Plaintiff did not want to resign. He had spent more than two years preparing to become a Police Officer and was sixteen days from his appointment. Believing that his appointment had already been taken from him and that refusing would bring further reprisals, Plaintiff saw no choice but to do as his supervisors directed.

72. Sergeant Alonzo directed Plaintiff to select "Work/life balance" as his reason for leaving on the NYPD Resignation and Exit Interview form. That was not Plaintiff's reason for leaving. The form was completed at the direction of Sergeant Alonzo, who signed it as the witness.

73. On the same form, on the same day, the Unit's commanding officer evaluated Plaintiff's conduct and duty performance with the words "Cadet meets standards."

74. Sergeant Alonzo then ordered Plaintiff to remain at the Unit until Investigator Maria Robles began her tour at approximately 10:00 to 10:30 a.m.

75. Investigator Robles asked Plaintiff why he was resigning so that she could enter the reason into the NYPD personnel system. Plaintiff told her, "I was forced to resign." Investigator Robles replied, in words or substance, that she would put "another job" as the reason because it was a better look, and she entered "another job" as the reason. Plaintiff was not leaving for another job. Police Officer Jones and Police Administrative Aide Amulya Unni were present and heard the exchange.

76. The exit interview section of the resignation form likewise lists "Another Job" as Plaintiff's reason for resigning.

77. Investigator Robles then presented Plaintiff with a tuition repayment letter signed by Captain Alvarez, which demanded that Plaintiff repay $7,500 in monthly installments of

$141.53 beginning October 1, 2026, with interest at five percent per year. Plaintiff signed it in the course of the resignation process.

78. Afterward, Investigator Robles emailed Plaintiff's resignation paperwork to Plaintiff, with a copy to Sergeant Ivonne Sanchez, also known as Ivonne Mercado, a supervisor in CAD.

79. The statement that CAD had rejected Plaintiff for the July 22, 2026 class was false.

80. On July 7, 2026, Sergeant Mojica-Lopez communicated with CAD supervisors Sergeant Sanchez and Lieutenant Andre K. Gayle. CAD confirmed that Plaintiff's name was on the hiring list for the July 22, 2026 class, that he had completed the required processing and was expected to be appointed, and that CAD had never communicated to anyone at the Police Cadet Corps Unit that he was disqualified, ineligible or rejected for that class.

81. Separately, Sergeant Helton and Police Officer Jones communicated with CAD Sergeant Shonte M. Shelton about Plaintiff's status.

82. On July 21, 2026, the day before the class, Sergeant Mojica-Lopez again contacted Sergeant Sanchez to ask whether Plaintiff could still be appointed. CAD still regarded Plaintiff as having satisfied every hiring requirement, but because his July 6 resignation had been processed as a separation, he no longer held the Police Cadet title required for appointment under Examination No. 6539.

83. Also on July 21, 2026, Plaintiff called CAD Candidate Relations himself. The employee he spoke with reviewed his candidate record and confirmed that he had completed every required hiring assessment, including the medical examination, the written and oral psychological examinations, the Job Standard Test, the drug screening and the background investigation, and that he remained qualified on the basis of those assessments.

84. Plaintiff did not lose his appointment because of any medical, psychological, background, examination or other assessment by CAD. The only obstacle was his July 6, 2026 resignation, which ended his employment in the Police Cadet title that his promotional appointment required, sixteen days before he was to be appointed.

85. Cadet Monsalveblanco was appointed a Probationary Police Officer on July 22, 2026. Upon information and belief, after her appointment Captain Alvarez and Sergeant Alonzo contacted CAD to question why she had been hired.

86. Upon information and belief, after Plaintiff resigned, Sergeant Alonzo said of the cadets who had complained, "That's what they get for dropping logs." To "drop a log" is NYPD parlance for making a complaint.

87. On July 7, 2026, the day after he was forced to resign, Plaintiff contacted the NYPD Office of Equal Employment Opportunity to complain of the discrimination and retaliation he had suffered and the forced resignation. On August 5, 2026, he was interviewed by OEEO.

88. Defendants deliberately created working conditions so intolerable, and presented Plaintiff with so stark a threat to his career, that a reasonable person in his position would have felt compelled to resign. Plaintiff's resignation was a constructive discharge.

89. The close temporal proximity between Plaintiff's June 20, 2026 EEO complaint, the office restriction that followed within days, the July 3 denial of his leave and the July 6 forced resignation demonstrates that Defendants acted because of Plaintiff's protected activity.

90. Defendants' conduct was reasonably likely to deter a person from engaging in protected activity, and was intended to.

91. Captain Alvarez, Lieutenant Cui and Sergeant Alonzo exercised managerial and supervisory responsibility over Plaintiff, and the City is strictly liable for their conduct under N.Y.C. Admin. Code § 8-107(13)(b)(1).

92. As a result of Defendants' conduct, Plaintiff lost his employment, his wages and his appointment as a Police Officer on July 22, 2026, together with the salary, benefits, seniority, promotional opportunities and pension service credit that would have come with it.

93. As a further result of Defendants' conduct, Plaintiff faces a demand that he repay $7,500 in tuition assistance that would have been forgiven had he been appointed and served as a Police Officer.

94. As a further result of Defendants' conduct, Plaintiff has suffered and continues to suffer emotional distress, humiliation, anxiety, fear of retaliation and damage to his professional reputation.

95. Defendants acted willfully, wantonly and with reckless disregard for Plaintiff's rights under the NYCHRL.

AS AND FOR A FIRST CAUSE OF ACTION

(Discrimination — N.Y.C. Admin. Code § 8-107(1) — Against All Defendants)

96. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

97. N.Y.C. Admin. Code § 8-107(1)(a) makes it an unlawful discriminatory practice for an employer, or an employee or agent thereof, to discriminate against a person in the terms, conditions or privileges of employment because of the person's creed or national origin.

98. Defendants treated Plaintiff less well than other employees because of his religion and national origin, including by confronting him over his approved religious beard, mocking his religious observance, questioning his national origin, withholding desirable assignments, assigning him heavy manual labor, and forcing his resignation, while Christian and Hispanic cadets were treated more favorably.

99. As a direct and proximate result, Plaintiff has suffered and continues to suffer economic loss, emotional distress and other damages, and is entitled to compensatory damages, punitive damages against the individual Defendants, attorneys' fees and costs.

AS AND FOR A SECOND CAUSE OF ACTION

(Retaliation — N.Y.C. Admin. Code § 8-107(7) — Against All Defendants)

100. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

101. N.Y.C. Admin. Code § 8-107(7) prohibits retaliation or discrimination in any manner against any person because that person has opposed any practice forbidden under the NYCHRL.

102. Plaintiff engaged in protected activity by opposing the discrimination, harassment and retaliation directed at Cadet Monsalveblanco, including through his June 20, 2026 EEO complaint, and by complaining to OEEO on July 7, 2026.

103. Defendants knew of Plaintiff's protected activity.

104. Defendants retaliated against Plaintiff by, among other things, barring him from the Unit office, denying his leave, ordering him to report on July 6, 2026, falsely telling him that CAD had rejected him for the July 22, 2026 Police Academy class, and forcing his resignation.

105. Defendants' conduct was reasonably likely to deter a person from engaging in protected activity.

106. As a direct and proximate result of Defendants' retaliation, Plaintiff has suffered and continues to suffer economic loss, emotional distress and other damages, and is entitled to compensatory damages, punitive damages against the individual Defendants, attorneys' fees and costs.

AS AND FOR A THIRD CAUSE OF ACTION

(Interference with Protected Rights — N.Y.C. Admin. Code § 8-107(19) — Against All Defendants)

107. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

108. N.Y.C. Admin. Code § 8-107(19) makes it an unlawful discriminatory practice for any person to coerce, intimidate, threaten or interfere with any person in the exercise of rights protected by the NYCHRL, or on account of that person having aided or encouraged any other person in the exercise of such rights.

109. Defendants coerced, intimidated, threatened and interfered with Plaintiff on account of his having aided and encouraged Cadet Monsalveblanco in the exercise of her right to be free of discrimination and to complain of it, and on account of his own exercise of those rights, including by threatening him with "other routes" and forcing his resignation.

110. As a direct and proximate result, Plaintiff has suffered and continues to suffer economic loss, emotional distress and other damages, and is entitled to compensatory damages, punitive damages against the individual Defendants, attorneys' fees and costs.

AS AND FOR A FOURTH CAUSE OF ACTION

(Aiding and Abetting — N.Y.C. Admin. Code § 8-107(6) — Against Captain Alvarez, Sergeant Alonzo and Lieutenant Cui)

111. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

112. N.Y.C. Admin. Code § 8-107(6) makes it an unlawful discriminatory practice for any person to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under the NYCHRL, or to attempt to do so.

113. Captain Alvarez, Sergeant Alonzo and Lieutenant Cui each actually participated in, and aided, abetted, incited, compelled and coerced, the discrimination and retaliation against Plaintiff described above.

114. As a direct and proximate result, Plaintiff has suffered and continues to suffer economic loss, emotional distress and other damages, and is entitled to compensatory damages, punitive damages, attorneys' fees and costs.

AS AND FOR A FIFTH CAUSE OF ACTION

(Employer Liability — N.Y.C. Admin. Code § 8-107(13)(b) — Against the City)

115. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

116. The City is liable for the unlawful discriminatory practices of its employees where the employee exercised managerial or supervisory responsibility, where the City knew of the conduct and acquiesced in it or failed to take immediate and appropriate corrective action, or where the City should have known of the conduct and failed to exercise reasonable diligence to prevent it. N.Y.C. Admin. Code § 8-107(13)(b).

117. Captain Alvarez, Lieutenant Cui and Sergeant Alonzo exercised managerial and supervisory responsibility over Plaintiff.

118. The City, through Captain Alvarez, Lieutenant Cui and other supervisors, knew of the discrimination against Plaintiff and Cadet Monsalveblanco and of the retaliation against those who complained of it, and acquiesced in that conduct and failed to take immediate and appropriate corrective action.

119. The City is therefore liable for the discrimination, retaliation and interference against Plaintiff, and Plaintiff is entitled to compensatory damages, attorneys' fees and costs.

JURY TRIAL DEMANDED

120. Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and against Defendants as follows:

(a) Declaring that Defendants violated the New York City Human Rights Law;

(b) Ordering Defendants to appoint Plaintiff as an NYPD Police Officer with a retroactive appointment and seniority date of July 22, 2026, together with all associated pension service credit;

(c) Awarding Plaintiff back pay, front pay, lost benefits and all other economic damages;

(d) Declaring that Plaintiff owes no repayment of his Police Cadet tuition assistance, and enjoining the City from collecting it;

(e) Awarding Plaintiff compensatory damages for emotional distress, humiliation and damage to his reputation;

(f) Awarding Plaintiff punitive damages against the individual Defendants;

(g) Awarding Plaintiff reasonable attorneys' fees, expert fees and costs pursuant to N.Y.C. Admin. Code § 8-502;

(h) Awarding pre-judgment and post-judgment interest; and

(i) Granting such other and further relief as this Court deems just and proper.

Dated: New York, New York
October 20, 2026

Respectfully submitted,

LAW OFFICE OF JOHN A. SCOLA, PLLC
Attorneys for Plaintiff

/s/ John A. Scola
By: John A. Scola, Esq.
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New York, New York 10004
(917) 423-1445
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ATTORNEY VERIFICATION

JOHN A. SCOLA, an attorney duly admitted to practice law in the courts of the State of New York, affirms the following under penalty of perjury pursuant to CPLR 2106:

I am the attorney for Plaintiff ALI ALSAIDI in this action. I have read the foregoing Verified Complaint and know the contents thereof. The same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true. The grounds of my belief as to all matters not stated upon my own knowledge are my conversations with Plaintiff and my review of the materials in my file.

This verification is made by me rather than by Plaintiff pursuant to CPLR 3020(d)(3) because Plaintiff resides in a county other than New York County, the county in which I maintain my office.

I affirm this 20th day of October, 2026, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

/s/ John A. Scola
John A. Scola, Esq.