

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

ROBIN LEVINE, NOREEN MULVANERTY,
SHAVONE SEASE, MALIK SULLIVAN, LUCAS
KWONG, CIA KESSLER, DEAN DERENZO, and
BONNIE MILES, each individually and on behalf of
the classes and subclasses pleaded below,

Plaintiffs,

-against-

THE CITY UNIVERSITY OF NEW YORK, THE
BOARD OF TRUSTEES OF THE CITY
UNIVERSITY OF NEW YORK, THE CITY OF
NEW YORK, FELIX V. MATOS RODRÍGUEZ, in
his official and individual capacities, and RONNIE
URSIN, LINDA WASHINGTON-BROWN,
ANTHONY E. MUNROE, SUZANNE M. MILLER,
VICTOR HUMPHREY, SANDRA C. GORDON,
PATRICIA A. CODY, JUSTIN VÁZQUEZ-
PORITZ, PATRICK CORBETT, GILA ROHR,
AVERY MULLEN, BLERINA LIKOLLARI,
SANDY LUJAN, DORI J. RUBIN, and TANYA
MYERS, each in an individual capacity,

Defendants.

Case No. 1:26-cv-01859-NCM-RML

AMENDED CLASS ACTION
COMPLAINT

Demand for Trial by Jury

1. Plaintiffs Robin Levine (“Levine”), Noreen Mulvanerty (“Mulvanerty”), Shavone Sease (“Sease”), Malik Sullivan (“Sullivan”), Lucas Kwong (“Kwong”), Cia Kessler (“Kessler”), Dean DeRenzo (“DeRenzo”), and Bonnie Miles (“Miles”), through The Dugger Law Firm, PLLC, bring this civil-rights action individually, and on behalf of the pleaded classes and subclasses, against the City University of New York (“CUNY”), the Board of Trustees of the City University of New York (“CUNY Board”), the City of New York (“NYC”), Chancellor Felix V. Matos Rodríguez (“Matos Rodríguez” or “Chancellor Matos Rodríguez”) in his official and individual capacities, as well as the additional captioned individual defendants in their individual capacities (collectively, “Defendants”).

2. CUNY, NYC, the CUNY Board, and Chancellor Matos Rodríguez in his official capacity are the Institutional Defendants.

PRELIMINARY STATEMENT

3. On May 7, 2024, the late Professor Jan Ramjerdi (“Ramjerdi”) filed *Ramjerdi v. City of New York*, No. 1:24-cv-03380-NGG-RML (E.D.N.Y.) (the “Ramjerdi Litigation”), challenging CUNY’s systemwide disability-related remote-work, leave, discrimination, and retaliation practices.

4. Ramjerdi, a long-tenured professor with serious mental-health disabilities, alleged that CUNY’s one-in-person-course rule barred fully remote teaching as a disability accommodation. She alleged that CUNY removed her from teaching, imposed onsite duties under threat of discipline, denied leave, and used medical documentation to pursue her separation rather than accommodate her.

5. Ramjerdi sought to teach her third English course remotely. Despite available online sections, CUNY asserted undue hardship under the Americans with Disabilities Act (“ADA”), Rehabilitation Act, and New York City Human Rights Law (“NYCHRL”). After denial of the remote accommodation forced her to request leave under the Family and Medical Leave Act (“FMLA”), she challenged the FMLA leave denials based on her permanent condition or pending accommodation request.

6. Ramjerdi died on January 31, 2025, while her action and request to move for FMLA summary judgment were pending. Despite the notice that her litigation provided, Defendants continued the challenged accommodation, leave, and retaliation practices across CUNY campuses.

7. Five proposed class representatives filed this class action on March 29, 2026, to challenge those continuing practices. This Amended Class Action Complaint adds three proposed

class representatives. These eight Plaintiffs now seek relief for themselves and similarly situated employees challenging Defendants' recurring barriers to disability-based remote-work accommodations and their broader accommodation, leave, and retaliation practices.

8. Plaintiffs are current and former faculty and staff at six CUNY community and senior colleges: Queensborough Community College ("QCC"), Borough of Manhattan Community College ("BMCC"), Kingsborough Community College ("KCC"), Hostos Community College ("Hostos"), the College of Staten Island ("CSI"), and New York City College of Technology ("City Tech"). Each alleges that Defendants denied, delayed, limited, or failed to implement medically supported remote-work and other reasonable accommodations and/or retaliated against them for protected activity.

9. Their injuries include, without limitation, forced or depleted leave, unsafe or ineffective onsite measures, workload changes, lost pay, service-role loss, increased assignments, adverse scrutiny or evaluation, non-reappointment, termination or forced retirement, renewed in-person assignments, repeated demands for medical proof, and aggravated symptoms, unresolved or temporary relief, and other physical and emotional harm, as detailed below by Plaintiffs.

10. Across CUNY campuses, Plaintiffs challenge, among other things, rigid onsite requirements, semester-limited remote-work approvals and other blanket renewal rules, unnecessary medical demands, prolonged delays, unimplemented accommodation approvals, ineffective substitutes, and leave diversion. They also challenge demands for designated medical forms, and compulsory medical authorizations, requirements to identify job functions an employee cannot perform, categorical exclusion of disability-related commuting limitations, and forced closure of internal discrimination complaints during accommodation appeals.

JURISDICTION AND VENUE

11. The Court has jurisdiction under 28 U.S.C. §§ 1331 and 1343 over Plaintiffs' claims under the ADA, Rehabilitation Act, FMLA, and 42 U.S.C. §§ 1981 and 1983.

12. The Court has supplemental jurisdiction over Plaintiffs' related state and city claims under 28 U.S.C. § 1367, as such claims are so closely related to Plaintiffs' federal claims that they form part of the same case or controversy.

13. Defendants are subject to personal jurisdiction in New York.

14. Venue is proper under 28 U.S.C. § 1391(b)(2) because substantial events occurred in this district and Defendants reside or operate here.

15. This Amended Class Action Complaint also supplements the original complaint under Federal Rule of Civil Procedure 15(d).

EXHAUSTION OF ADMINISTRATIVE REMEDIES AND NOTICES OF CLAIM

16. On or about June 23, 2026, DeRenzo filed an Equal Employment Opportunity Commission ("EEOC") charge against CUNY and CSI alleging disability discrimination, failure to provide reasonable accommodations, failure to engage in the interactive process, and retaliation for seeking accommodations, which the EEOC formally acknowledged on July 29, 2026. The EEOC issued his Notice of Right to Sue on August 8, 2026.

17. On or about September 12, 2023, Levine filed a New York State Division of Human Rights ("NYSDHR") disability and age discrimination complaint against CUNY, QCC, Sangeeta Noel, Martha Aspromatis, and Lois Florman, which NYSDHR subsequently dual-filed with the EEOC, challenging denial of accommodation, leave or benefits, and related employment harassment or intimidation. The EEOC issued her a Notice of Right to Sue on September 22, 2026.

The notice concerned EEOC Charge No. 16G-2024-00463, dual-filed from NYSDHR Case No. 10230226, and Levine's counsel received it by email from the EEOC on September 22, 2026.

18. On or about May 19, 2025, Kwong submitted a disability and religious discrimination complaint to NYSDHR concerning City Tech's accommodation decisions. In a January 2, 2026 communication, NYSDHR described the matter as under intake review.

19. On or about August 14, 2025, Mulvanerty served a Notice of Claim on BMCC, CUNY, NYC, the CUNY Board, Ronnie Ursin, and Anthony E. Munroe concerning the claims alleged in this action, later identified as Claim No. 2025LE027322. She appeared for a 50-h examination on December 29, 2025. More than thirty days elapsed after her February 10, 2026 demand on CUNY without adjustment or payment.

20. On September 23, 2026, Kessler served a Notice of Claim on CUNY, KCC, NYC, the CUNY Board, Sharon Warren Cook, and Gila Rohr concerning the claims alleged in this action. Copies were mailed that day to Steven Banks, the CUNY Board of Trustees, attention Chair Thompson Jr., Beth Douglas, Derek Davis, and the New York City Comptroller. More than thirty days elapsed after her September 14, 2026 demand on CUNY without adjustment or payment.

21. On or about April 27, 2026, Sease served a Notice of Claim on CUNY, KCC, NYC, and the CUNY Board, concerning the claims in this action. More than thirty days elapsed after her September 9, 2026 demand on CUNY without adjustment or payment. The April 27 mailing was addressed to the CUNY Board of Trustees, attention Chair Thompson, Corporation Counsel Steven Banks, Derek Davis, the New York City Comptroller, and Beth Douglas.

22. On or about September 23, 2026, Sease served a Second Notice of Claim on CUNY, the CUNY Board, KCC, NYC, and Gila Rohr, and expressly preserved, without replacing or withdrawing, her earlier notice of claim. Copies were mailed that day to Derek Davis, Steven

Banks, the CUNY Board of Trustees and its Chair, the New York City Comptroller, and Beth Douglas.

PARTIES

23. The named Plaintiffs are current or former CUNY faculty and staff at QCC, BMCC, KCC, Hostos, CSI, and City Tech.

24. Throughout this Amended Class Action Complaint, references to CUNY's colleges, including its senior and community colleges, refer to Defendant CUNY acting through the identified college. Unless otherwise expressly stated, references to CUNY's community colleges are also inclusive of Defendant NYC under the theories of liability pleaded herein.

Plaintiff Robin Levine

25. Levine worked at QCC for more than twenty years. Before 2004, Levine worked as an Assistant to Higher Education Officer (aHEO), and, from 2004 until her 2023 forced retirement, worked under the contract title Higher Education Assistant (HEOa). Her assignments included Test Preparation Coordinator and later Enrollment Registrar Specialist in the Registrar's Office. At all relevant times, Levine was a qualified individual with a disability able to perform her role's essential functions with or without reasonable accommodation.

26. Defendants denied or reaffirmed denial of Levine's remote-work request on February 15, June 29, July 3, July 5, and July 10, 2023. Aspromatis's February denial invoked CUNY policy barring full-time remote accommodation based on increased risk of illness complications. In July, grievance counselor Mitchell Manning requested the policy after QCC labor designee Lois Florman described a policy against fully remote accommodations for immunocompromised employees. Florman distinguished Levine's temporary postoperative request from her earlier COVID-exposure request but declared the appeal concluded. She later

asserted that the collective bargaining agreement did not cover accommodation requests and that the grievance deadline had passed. Defendants did not supply the requested policy.

27. Levine continued successfully performing Registrar duties remotely during summer 2023 with supervisory support, extended remote assignments, and praise for her work. For approximately six remaining summer weeks, she sought two additional remote days while retaining her duties and hours, including Help Desk telephone coverage. Defendants identified no lost task, added staffing need, or service reduction, yet directed her on July 10 to return onsite the next day, forcing her retirement effective August 10, 2023. The proposed lower-contact desk did not address her postoperative and driving restrictions. Continued telephone and computer work from home was a reasonable location modification that preserved her services and avoided those limitations.

28. Despite corrective authority, Aspromatis, Noel, and Amaris Matos maintained Levine's remote-work denial after medical documentation and her safety objections, supporting CUNY's deliberate indifference. Noel's characterization of her restrictions as discomfort and threat to deem remote work unauthorized, despite the office's remote operation during construction, separately support discriminatory intent based on her accommodation needs.

Plaintiff Noreen Mulvanerty

29. Mulvanerty worked at BMCC from August 27, 2019 through August 27, 2025 as an Assistant Professor of pediatric nursing. At all relevant times, Mulvanerty was a qualified individual with a disability able to perform her role's essential functions with or without reasonable accommodation and was eligible for FMLA leave.

30. Defendants denied or failed to implement Mulvanerty's accommodations through an incompatible onsite clinical assignment on August 2, 2024, refusal of sufficient remote

assignments on September 3, and refusal of remote participation in a department meeting on November 6. Despite receiving approval from Human Resources (“HR”) for fully remote work throughout the fall semester, Ursin limited her to lectures, rejected virtual simulation, and refused a meeting link because the meeting was in person. The ensuing evaluation questioned her commitment to hospital clinical work.

31. Mulvanerty had four years of simulation-teaching experience, FUSE certification, successful remote teaching, and satisfactory peer reviews. The department left her four teaching credits short while assigning remote work to newer or less-experienced adjuncts and service or simulation credit to less-senior faculty. Officials used that shortfall and her absence from hospital clinical work to question her commitment and deny reappointment after five annual reappointments. Additional remote lectures, virtual simulation, credit-bearing work, and contractual three-year workload balancing used existing methods to fulfill her teaching obligations and were reasonable assignment and scheduling modifications.

32. In April 2025, Benefits Specialist Tammina Guillaume told Mulvanerty that the accommodation form applied only upon return to work and directed her to non-FMLA forms for additional medical leave. Mulvanerty resubmitted her accommodation request, expressly sought disability-accommodation leave, and also completed the non-FMLA paperwork, obtaining leave through June 4, 2025. Her claim concerns the refusal to consider leave as a disability accommodation despite that express request.

33. Mulvanerty repeatedly supplied medical support and followed up, yet her request underwent 102 days of review and, after approval, her full remote-compatible workload remained unimplemented for at least 83 days while officials deferred responsibility, required renewed paperwork, and assigned remote or service work to other faculty. The length of those intervals, her

efforts to advance the request, Defendants' administrative and assignment choices, and the availability of existing remote lectures, simulation methods, and workload arrangements support the inference that effective accommodation was unnecessarily withheld, as in the EEOC's two-month accessible-parking example, rather than delayed by necessary equipment procurement.

34. Ursin controlled assignments and knew Mulvanerty's fully remote accommodation was approved, yet withheld a full remote-compliant workload despite her proposed virtual simulation and alternatives, supporting CUNY's deliberate indifference. His express linkage of remote status to restricted assignments and possible loss of full-time status separately supports disability-based denial of employment opportunities.

Plaintiff Shavone Sease

35. Sease began employment at KCC in 1998 and worked as a Higher Education Assistant performing Registrar scheduling, rooming, enrollment, and related functions. At all relevant times, Sease was a qualified individual with a disability able to perform her role's essential functions with or without reasonable accommodation and was eligible for FMLA leave.

36. Defendants denied Sease's accommodations in whole or in part on February 8, 2023, December 12, 2024, and February 19, June 2, September 18, and October 5, 2026. Her schedule request remained unresolved for 106 days from August 28 to December 12, 2024, and her July 2, 2026 renewed request remained unresolved through at least October 16, another 106 days. During those periods she supplied medical support and followed up, but continued working under ineffective onsite measures or leave requirements. Rohr's February 19 denial invoked KCC's status as "not an online college," the position's onsite designation, and asserted detrimental effects of fully remote accommodations on office operations.

37. Sease successfully performed electronic rooming and scheduling work remotely during the pandemic and on authorized Fridays. Mullen acknowledged that she could perform her job remotely and later directed the entire office to work remotely with Provost approval while the campus remained open. Existing secure systems, room inventories, floor plans, photographs, and facilities confirmations enabled continued performance of her duties. She withdrew acceptance of relocation after learning that the shared space remained within triggering A101 and identified other enclosed offices. Partitions, shared workstations, and limited lighting changes left sensory and confidentiality problems unresolved, and the installed cubicle triggered renewed migraines. Remote work through CUNYfirst and Coursedog, or an effective enclosed workspace, would reasonably modify her work setting while preserving her duties.

38. On August 21, 2026, KCC HR's Cynthia Mendola told Sease that "permanent accommodation are no longer recognized" and described requiring updated documentation from previously accommodated faculty. That communication concerned faculty classroom accommodations and described a broader renewal practice; it did not decide Sease's own request.

39. Sease supplied medical documentation, pursued her appeal and interim relief, and identified alternative workspaces, yet the appeal remained unresolved for 97 days as the Office of Equal Opportunity ("OEO") attributed delay to the packet's size, vacations, scheduling, and caseload, while she remained in the triggering A101 workspace despite review and a site inspection. Her participation, those stated reasons and the length of the delay, the continued absence of effective relief, and her demonstrated ability to perform the same duties remotely through existing CUNYfirst and Coursedog systems support a constructive-denial inference under the EEOC's five-factor analysis, analogous to its two-month accessible-parking example rather than an accommodation awaiting equipment delivery.

40. Despite updated medical support and Sease's explanation that onsite measures remained ineffective, Rohr withheld interim fully remote authorization, requiring onsite work or leave during review, supporting CUNY's deliberate indifference. Mullen's insistence on attendance "optics," not work completion, separately supports adverse treatment motivated by her disability-related attendance needs.

Plaintiff Malik Sullivan

41. Sullivan worked at Hostos from April 6, 2015 through June 30, 2023, first as a Substitute Assistant to Higher Education Officer and then as a full-time Assistant to Higher Education Officer beginning July 1, 2015. At all relevant times, Sullivan was a qualified individual with a disability able to perform his role's essential functions with or without reasonable accommodation and was eligible for FMLA leave.

42. Defendants denied Sullivan's fully remote accommodation in whole or in part on May 6, August 1, October 13, and November 8, 2022. From August 1 through October 31, 2022, a 91-day period, limited start-time adjustments left his onsite-attendance difficulties inadequately addressed. His October 6 renewed request explained that his condition had worsened. Later partial remote schedules still required attendance that triggered anxiety and crying episodes. The November 8 appeal determination provided that his accommodation would expire February 1, 2023 and his schedule would revert to three or more in-person days under University policy, without identifying medical improvement or an individualized operational reason for that reversion.

43. Sullivan had successfully performed Registrar work remotely during the pandemic, continued under a hybrid agreement, and earned commendation for additional Deputy Registrar duties. Registrar Primak supported predominantly remote operations based on the office's

successful remote transition. A temporary change in location and schedule would reasonably permit Sullivan to retain those responsibilities. HR also knew that an emergency illness affected his attendance and email monitoring. His March 27, 2023 request for additional self-care leave as an accommodation remained pending when he received the non-reappointment notice on March 29; the notice was dated March 27.

44. Despite Sullivan's express notice that earlier measures failed and his condition worsened, Dias-Singh and the appeal decisionmakers maintained onsite requirements, supporting CUNY's deliberate indifference. Selective attendance scrutiny and non-reappointment threats over difficulties he sought to accommodate separately support disability and accommodation needs as a but-for cause of adverse treatment.

Plaintiff Lucas Kwong

45. Kwong is a tenured City Tech Associate Professor of English with extensive online-teaching experience. At all relevant times, Kwong was a qualified individual with a disability able to perform his role's essential functions with or without reasonable accommodation.

46. Defendants denied or restricted Kwong's remote teaching and service accommodations on April 14 and September 3, 2025, and March 25 and May 8, 2026, and refused discussion of remote observations without separate HR approval on September 21 and October 19, 2026. His November 17, 2025 request resulted in approval on January 15, 2026 and a fully asynchronous course schedule on January 21, 65 days after the request. The delays prolonged uncertainty, aggravated his symptoms, and impaired semester preparation. Gordon invoked the one-in-person-course rule; Humphrey required updated documentation for permanent conditions, limited approvals to one semester, and invoked University guidelines against indefinite accommodations.

47. Cody required Kwong to choose between his accommodation appeal and internal discrimination complaint. Although she permitted later refiling and outside-agency complaints, she required closure of the internal complaint during an appeal that would not decide discrimination. Kwong had positive online-teaching assessments and later approvals, and performed teaching, grading, records, and related service remotely in fall 2025 and spring 2026. Asynchronous instruction reduced the simultaneous demands and classroom stimuli aggravating his documented cognitive and anxiety limitations. Miller described fully remote teaching and service as the “only tenable solution,” while disclaiming authority to approve it. Existing online courses, Brightspace, Zoom, and electronic reports permitted reasonable performance of teaching and service, including observations. Teaching approvals left observation, meeting, and service requests unresolved despite those available methods.

48. Kwong supplied provider documentation, confirmed his 2025 appeal file was complete, followed up, and participated in review, yet that appeal took 111 days, including 104 after his completeness confirmation, and his April 6, 2026 continuation request preceded even partial teaching relief by 143 days while officials invoked workload, scheduling, semester-only review, and renewed documentation for permanent limitations. His participation, those stated administrative obstacles and prolonged intervals, and nine semesters of successful remote teaching through established courses and platforms support a constructive-denial inference analogous to the EEOC’s two-month example as to unnecessary delays that impaired disability-compatible semester preparation or left work-enabling accommodation unresolved, rather than time required to obtain new equipment.

49. After Kwong identified documented limitations and proposed remote alternatives, Humphrey left his observation request unresolved while Corbett required performance without

approved accommodation, supporting CUNY's deliberate indifference. Corbett's "argumentum ad nauseum" dismissal and questioning his willingness to work despite his offer to perform accommodated duties separately support disability-based discriminatory intent.

Plaintiff Cia Kessler

50. Kessler, a KCC Higher Education Associate, has served as Instructional Designer and Academic Faculty Development Manager since April 1, 2024, with her current appointment through June 2027. At all relevant times, Kessler was a qualified individual with a disability able to perform her role's essential functions with or without reasonable accommodation.

51. Rohr's July 8, 2026 response invoked Question 5 of CUNY's provider form, stated that commuting by car was not an essential job function, and required identification of functions Kessler could not perform. Associate Provost Mary Dawson and Dean Colleen Davy attributed refusal of remote work to CUNY return-to-work mandates. Professional Staff Congress ("PSC") representative Rick Repetti separately reported HR's resistance to medically supported full-time remote work as part of a broader CUNY initiative. Rohr's September 10 determination invoked the same "not an online college" rationale used in Sease's denial and the job advertisement's onsite designation, while allowing only a temporary two-day remote schedule.

52. Approximately 99 percent of Kessler's faculty-support or instructional-design matters were handled remotely through existing digital systems, and two consecutive annual evaluations rated her performance as surpassing expectations. Her proposed three-remote-day schedule preserved two coordinated campus days, full hours, and all responsibilities. Rohr identified no service demand requiring additional campus days. Kessler proposed a measurable trial and considered the temporary additional remote day and equipment without withdrawing her request. The chair, rearranged breaks, and temporary schedule left prolonged sitting and travel

aggravating her symptoms, and she used leave when she could have worked remotely. Increased remote work through her existing home workstation was a reasonable location and scheduling modification.

53. Kessler submitted her July 2 request, supplied the requested medical supplement on July 24, followed up, and proposed a measurable trial, yet the September 10 determination came 70 days after the request and 48 days after supplementation, during a process in which Rohr demanded identification of an unperformable essential function and relied on onsite-designation and attendance rationales. Her existing home workstation, predominantly digital faculty-support work, and proposed retention of two coordinated campus days made increased remote work a scheduling modification independent of the offered onsite chair, and those facts, her participation, the elapsed time, and Defendants' stated reasons and actions support an unnecessary-delay and constructive-denial inference by analogy to the EEOC's two-month example.

54. Rohr maintained onsite requirements despite acknowledging Kessler's limitations and her explanation that the additional remote day and proposed chair remained insufficient, supporting CUNY's deliberate indifference. Insistence on attendance despite predominantly virtual duties and specific challenges to onsite needs separately supports discriminatory resistance to accommodation rather than genuinely assessing how she could work.

Plaintiff Dean DeRenzo

55. DeRenzo was employed by CSI for approximately ten consecutive years through June 30, 2026. His hourly title was Continuing Education Teacher. His work included nonteaching assignments for the CUNY Language Immersion Program ("CLIP") and Adult Literacy and Language Program ("ALLP"). At all relevant times, DeRenzo was a qualified individual with a disability able to perform his role's essential functions with or without reasonable accommodation.

56. Defendants denied DeRenzo's accommodations in whole or in part on August 27 and November 18, 2025, and February 26 and June 9, 2026. CSI had approved remote performance of his outreach, counseling, workshop, records, and administrative duties through October 22, 2025, then three remote days and one onsite day. His physician recommended three months of remote work to prevent delayed healing or reinjury; revised clearance permitted one onsite day with appropriate supports. His earlier request for hybrid-work medical support followed a suspension threat conveyed through his physician. CSI later required three onsite days and invoked essential duties without supplying the requested job description. Unsuitable or missing seating, locked rooms without nearby seating, and repeated location changes aggravated his limitations.

57. On May 8, 2026, Mastrangelo deferred DeRenzo's additional concerns until the accommodation appeal ended. Her June 9 denial asserted that he had not shown workplace barriers requiring his requested accommodation, invoked essential duties, and referred alternatives to the Office of Accessibility Services ("OAS"). On June 25, she stated that appointments during work hours were not a reasonable accommodation and directed him to sick and flex time, while declaring the remote-work appeal final and agreeing to investigate OAS complaints and further evaluate supervisory conduct. His work and treatment needs remained unresolved. Restored remote work, or the prior hybrid schedule with effective onsite supports, would reasonably adjust location, schedule, and equipment while preserving his duties.

58. DeRenzo supplied medical records and additional supporting materials, participated in meetings, and followed up, yet his March 2 appeal was not decided until June 9, 99 days later, after Mastrangelo deferred related concerns until the appeal ended and the anticipated determination timeframe she identified on May 7 passed. The prolonged review despite his participation, that sequencing of consideration, continued onsite work without consistently

effective seating or accessible locations, and prior approval and implementation of remote performance support an unnecessary-delay and constructive-denial inference analogous to the EEOC's two-month example, particularly because restoring the remote alternative did not depend on obtaining new onsite equipment.

59. CUNY's accessibility and appeal officials left DeRenzo's remote-work and work-location barriers uncorrected despite medical documentation and repeated complaints, supporting deliberate indifference. Charles-Pierre's minimization of his condition relative to coworkers' disabilities during work-location accommodation discussions separately supports an inference of disability-based restrictions.

Plaintiff Bonnie Miles

60. Miles is employed by CUNY through BMCC as a CUNY Office Assistant, Level 3, in Academic Affairs at the Manhattan Educational Opportunity Center ("MEOC"), and has approximately twenty-two years of CUNY employment. At all relevant times, Miles was a qualified individual with a disability able to perform the essential functions of her position with a reasonable accommodation, and she was eligible for FMLA leave.

61. Miles successfully worked under an approved three-remote-day, two-onsite-day arrangement for approximately three years. Myers approved annual leave for roughly two-hour early departures on onsite days; regular supervision raised no attendance, performance, or operational concerns before the 2026 disputes, and Miles received a positive 2025 evaluation. On July 13, August 6, and August 12, 2026, Rubin required renewed forms or approval to avoid reversion to general onsite schedules, despite physician confirmation and acknowledgment of the prior accommodation. The August 12 response required the seventy-percent onsite schedule beginning August 24 absent different written approval.

62. The later approval of three remote days effective August 31, 2026 left medically supported arrival and departure flexibility, symptom-management breaks, and meeting access unresolved. By September 1, Myers had denied previously permitted early departures. Miles supplied updated documentation and participated in the August 18 interactive meeting; HR identified no changed limitation, unperformable essential function, specific cost, or task making her established arrangement unworkable. A darkened workstation alone did not address commuting exertion, mobility limitations, or fatigue. When a longstanding hybrid staff meeting became in-person only, she requested accommodation for unsafe lighting but received no effective alternative and could not attend. Continued scheduling flexibility, breaks, and hybrid meeting access reasonably enabled her administrative duties and participation.

63. After Miles began approved intermittent FMLA leave, Myers objected to her absence during onsite hours, asserted authority to deny it, and expressly used her intermittent FMLA absences to prompt a scheduling meeting and accommodation reevaluation. At the July 20, 2026 meeting, Rubin said Miles's condition had changed because she now had FMLA, although Rubin had directed her to apply. Miles gave notice, used leave for its approved purpose, and objected in writing to its use against her accommodation.

64. Upon information and belief, BMCC and Rubin failed to provide timely eligibility and written rights-and-responsibilities notices after initiating the FMLA process in April 2026. HR transmitted the initial designation on May 29 after Miles's May 4 submission, imposing a two-to-four-hour daily limit without resolving her requests to recognize separately certified longer episodes. Following her August 25 renewal submission, HR transmitted the designation on September 9, although Rubin had signed it September 3, effective September 1. Myers treated the prior approval as expired when Miles gave notice of a medically necessary September 9 early

departure. While renewal was pending, Myers rejected requested absences during departmental blackout periods despite notice of their FMLA connection. In mid-September, she also made a work demand knowing Miles was on approved leave. This treatment discouraged necessary leave and treated protected absences as attendance or coverage deficiencies. Miles opposed it internally and pursued a Department of Labor complaint beginning in June 2026.

65. Despite physician confirmation of Miles’s continuing accommodation need, Rubin required ordinary onsite schedules pending new forms, supporting CUNY’s deliberate indifference to the pre-renewal accommodation gap. Rubin’s “doing what I want” characterization and reliance on her intermittent FMLA use to question that arrangement separately support the inference that disability-related needs were treated as noncompliance.

Defendant City University of New York

66. CUNY is a public university system created under New York law, governed by the CUNY Board and headed by the Chancellor. It employs thousands, receives federal funding, and centrally coordinates legal, policy, budget, Human Resources, and administrative functions affecting the challenged accommodation, leave, remote-work, and retaliation practices. At all relevant times, CUNY knowingly accepted federal financial assistance for its programs and activities, including its colleges. By that acceptance, CUNY waived Eleventh Amendment immunity from Plaintiffs’ claims under Section 504 of the Rehabilitation Act pursuant to 42 U.S.C. § 2000d-7.

67. At all relevant times, CUNY, acting through the respective college identified herein, was each Plaintiff’s employer or joint employer and exercised control over the terms and conditions of each Plaintiff’s employment, including assignments, work schedules, compensation,

leave, reasonable accommodations, and continued employment. As to Plaintiffs employed at CUNY community colleges, NYC was also an employer or a joint employer with CUNY.

Defendant City of New York

68. NYC is a municipal entity that receives federal assistance, appoints five CUNY trustees, funds CUNY community colleges, and allegedly affects community-college payroll, benefits, leave, insurance, and claims administration.

69. NYC administers community-college payroll through FISA-OPA, and pay and tax records through NYCAPS. Its Law Department serves as QCC's and KCC's workers' compensation carrier, evaluating, accepting or contesting claims and administering medical and wage-replacement benefits. In 2016-2017, NYC's Equal Employment Practices Commission ("EEPC") required and monitored corrective actions concerning non-pedagogical employment practices at QCC, BMCC, KCC, and Hostos, reviewed QCC and KCC accommodation logs, and required KCC to provide accommodation-procedure training and document consultation between HR and EEO personnel concerning suspected discrimination. KCC implemented the required corrective actions. In response to EEPC requirements, Hostos instituted annual review of employment practices by its HR Director, Chief Diversity Officer, and Executive Counsel.

70. Upon information and belief, and at a minimum as to Plaintiffs employed at CUNY community colleges, including Plaintiffs Levine, Mulvanerty, Sease, Sullivan, Kessler, and Miles, Defendant NYC and Defendant CUNY were joint employers because they shared and/or allocated control over material terms and conditions of employment, including payroll, payroll records, benefits, leave-benefit administration, insurance, budgetary approval, and governance of the community colleges.

Defendant Felix V. Matos Rodríguez

71. Since May 2019, Matos Rodríguez has served as Chancellor of CUNY.

72. CUNY Board Bylaw 11.2(A) designated the Chancellor chief executive, educational, and administrative officer of CUNY and chief educational and administrative officer of its senior and community colleges, responsible for policy initiation, development, implementation, oversight, and coordination subject to the Board. Section 10.1 placed CUNY's Central Office under him.

73. Matos Rodríguez exercised that authority in practice.

74. On May 13, 2021, during the COVID-19 pandemic, Matos Rodríguez announced that his office had decided that staff would return to their workplaces beginning the week of August 2, 2021 for a more in-person fall, and that faculty would return in accordance with their campuses' academic calendars.¹ Thereafter, CUNY Central issued and/or caused to be issued a spring 2022 planning guidance aiming for 70% in-person/HyFlex courses and 30% hybrid or online courses and directing that, aside from unusual circumstances, all full-time faculty should teach at least one in-person course on campus.

75. In an August 11, 2022 memorandum, Matos Rodríguez continued the 70 percent in-person requirement effective August 15, 2022, requiring seven of ten days in-person, preserving authority to require more, and extending the use of the remote-work form through December 31,

¹ Message from Chancellor Matos Rodríguez: Returning to In-Person Work, at 1 (May 13, 2021), <https://hostos.cuny.edu/Hostos/media/Downloadable-Files/Ready-Office-of-the-Chancellor-Returning-toin-person-work-05-13-21.pdf>.

2022 while allowing accommodations. Plaintiffs challenge its restrictive implementation. His in-person directive became a CUNY requirement.²

76. Upon information and belief, CUNY colleges, presidents, and human-resources personnel implemented and restrictively followed those Chancellor-issued and CUNY-Central directives in administering course-modality, return-to-work, and accommodation-related decisions.

77. Upon information and belief, Matos Rodríguez also implemented, approved, maintained, and/or enforced centralized CUNY leave and accommodation policies, forms, and procedures, including the Non-FMLA Medical Leave process, through which disability-related requests for additional leave were evaluated and administered.

78. Upon information and belief, Matos Rodríguez also implemented, approved, maintained, and/or enforced the centralized CUNY policies and procedures that governed whether requests for additional disability-related leave would be considered as reasonable-accommodation requests or instead diverted into the Non-FMLA Medical Leave process.

Defendant the Board of Trustees of the City University of New York

79. The CUNY Board governs policy through bylaws, resolutions, and the Manual of General Policy.

80. The CUNY Board governs and administers CUNY, including its educational units, under New York Education Law Section 6204(1). CUNY's Board receives federal financial assistance as alleged in the common factual allegations.

² See Office of Human Resources, City College of New York, 70% In-Person Employee Density Level Extended to 12/31/22 & Refresher on Some Pertinent COVID Guidelines (Aug. 17, 2022).

Defendant Ronnie Ursin

81. Defendant Ronnie Ursin (“Defendant Ursin” or “Ursin”), BMCC Nursing Chair and Professor, exercised authority and control over significant aspects of Mulvanerty’s employment, including her teaching assignments, workload, evaluations, reappointment materials, and timesheets. Although Ursin knew that Mulvanerty had been approved for a remote-work accommodation, he failed to provide her with a full workload compatible with that accommodation and rejected proposed alternatives that would have permitted her to satisfy her workload remotely. He also questioned her employment status, issued her first unsatisfactory evaluation citing her remote teaching and absence from onsite clinical work, participated in the decision not to reappoint her, and delayed providing information concerning available leave. Ursin directly participated in the challenged employment conduct and decisions supporting individual liability under the New York State Human Rights Law (“NYSHRL”) and NYCHRL.

Defendant Linda Washington-Brown

82. Defendant Linda Washington-Brown (“Defendant Washington-Brown” or “Washington-Brown”) served as interim BMCC Nursing Chair and received Mulvanerty’s 2024 scheduling requests and July 15, 2024 notice of an upcoming surgery and expected recovery. Washington-Brown discussed Mulvanerty’s Fall 2024 teaching schedule with her in March and April 2024, and the tentative schedule around that time reflected her anticipated pediatric lecture assignment while leaving her clinical placement unresolved. Mulvanerty followed up with her in May 2024 to discuss simulation but never heard back. Washington-Brown subsequently received Mulvanerty’s notice of her upcoming surgery and expected recovery. On or about August 2, 2024, Washington-Brown assigned Mulvanerty’s longstanding lecture to an adjunct while retaining her hospital clinical assignment. Among other conduct, Washington-Brown referred Mulvanerty to

incoming Chair Ursin, leaving a medically compatible Fall 2024 schedule unresolved. Washington-Brown directly participated in the challenged employment conduct and decisions supporting liability under the NYSHRL and NYCHRL.

Defendant Anthony E. Munroe

83. Defendant Anthony E. Munroe (“Defendant Munroe” or “Munroe”), BMCC President, had final presidential authority over Mulvanerty’s reappointment appeal and whether to recommend reappointment to the Board. After receiving the PRC’s February 21, 2025 finding that Mulvanerty’s appeal had validity, he reviewed her appeal materials, denied her appeal on May 20, 2025, declined to recommend reappointment, and issued the June 3, 2025 written reasons. Those decisions, among others, support individual liability under the NYSHRL and NYCHRL.

Defendant Suzanne M. Miller

84. Defendant Suzanne M. Miller (“Defendant Miller” or “Miller”), City Tech English Chair, controlled Kwong’s modality, schedules, observations, release time, service roles, and departmental communications. By August 27, 2026, she was Interim Dean of Arts and Sciences and announced Kwong’s replacement remote assignment in that capacity. Among other conduct, she imposed communication/reception requirements on Kwong, made the September 15, 2025 editorship decision removing him, and participated in later assignments. Those acts and her supervisory role support individual liability under the NYSHRL, NYCHRL, Section 740 of the New York Labor Law (“NYLL”), and the First Amendment.

Defendant Victor Humphrey

85. Defendant Victor Humphrey (“Defendant Humphrey” or “Humphrey”), a City Tech HR official, personally reviewed Kwong’s later disability/religious requests, denied remote observation, required updated medical documentation, and communicated semester-by-semester

and no-indefinite-accommodation positions. He received the November 20, 2025 safety report. As set forth below, his conduct and/or role support individual liability under the NYSHRL, NYCHRL, Section 740 of the NYLL, and for constitutional claims.

Defendant Sandra C. Gordon

86. Defendant Sandra C. Gordon (“Defendant Gordon” or “Gordon”), City Tech Executive Director of HR and Labor Relations, among other conduct set forth below, interviewed Kwong, issued the April 14, 2025 disability denial, selected ineffective alternatives, and told Defendant Miller fully remote teaching was denied. Those decisions, administration, and knowing assistance to the challenged employer practice support individual liability under the NYSHRL and NYCHRL.

Defendant Patricia A. Cody

87. Defendant Patricia A. Cody (“Defendant Cody” or “Cody”), City Tech Chief Diversity Officer and Title IX/ADA/504 Coordinator, controlled Kwong’s disability-discrimination complaint against Defendant Gordon and his disability and religious-accommodation appeals. She barred concurrent complaint/appeal proceedings, closed the Gordon complaint, required portal refiling, scheduled the disability-appeal interview, and delayed the religious appeal citing workload. Among other conduct, those decisions, interference, and knowing assistance support individual liability under the NYSHRL and NYCHRL.

Defendant Justin Vázquez-Poritz

88. Defendant Justin Vázquez-Poritz (“Defendant Vázquez-Poritz” or “Vázquez-Poritz”) directed Kwong’s in-person attendance at department meetings, the DAC election, and observations after remote-teaching approval, reaffirmed observations after Kwong objected, and

informed Defendant Miller. Among other conduct, his administration of Kwong's nonteaching duties supports individual liability under the NYSHRL and NYCHRL.

Defendant Patrick Corbett

89. Defendant Patrick Corbett ("Defendant Corbett" or "Corbett"), City Tech English Chair and Executive Officer, received Kwong's September 21, 2026 accommodation request to perform required faculty observations remotely. Among other conduct, he refused to discuss it and directed Kwong to promptly schedule the observations in person. His refusal to discuss and handling of Kwong's accommodation request support individual liability under the NYSHRL and NYCHRL.

Defendant Gila Rohr

90. Defendant Gila Rohr ("Defendant Rohr" or "Rohr"), KCC HR Executive Director, controlled accommodations, FMLA, leave, schedules, attendance, return-to-work, records, and discipline.

91. Among other conduct, Rohr denied Sease's accommodation requests, directed leave instead of interim remote work, implemented ineffective onsite alternatives including cubicle construction, and required full hours after early-departure authorization expired. On March 18, 2026, Rohr required new provider documentation to continue 3:00 p.m. departures and confirmed the full-schedule requirement.

92. Rohr also controlled Kessler's accommodation process, including denying her request for three remote days per week. After requesting and receiving supplemental medical documentation, Rohr proposed intermittent FMLA leave and onsite ergonomic measures instead of the requested schedule.

93. On September 10, 2026, Rohr acknowledged Kessler's provider-described link between commuting, workplace functioning, and essential duties but denied three remote days, selecting inadequate temporary two-day remote work and alternatives. These actions reflect Rohr's control over Kessler's accommodation process and resulting work conditions.

94. Rohr's direct control over Sease's accommodation requests, leave, schedule, records, and continued-work conditions supports individual-employer liability under the FMLA.

Defendant Avery Mullen

95. Defendant Avery Mullen ("Defendant Mullen" or "Mullen"), KCC's Registrar, controlled Sease's reporting line, assignments, location, remote access, schedule, attendance, and performance. He sought medical information, linked absences to negative optics, rejected another reporting structure, directed a full-schedule return, and implemented the May 2026 reporting change. Mullen's direct participation in the challenged attendance, supervision, and reporting decisions, and knowing assistance in the employer's unlawful practices, support individual liability under the NYSHRL and NYCHRL. His control over Sease's employment and personal participation in the challenged acts further support the claims pleaded against him under NYLL § 740 and 42 U.S.C. § 1983.

Defendant Sandy Lujan

96. Defendant Sandy Lujan ("Defendant Lujan" or "Lujan"), Associate Registrar, Sease's direct supervisor, had authority over daily work, timesheets, schedules, attendance, assignments, and supervision. Among other conduct, she made alleged race-based and gendered remarks, received confidentiality objections, and participated in attendance tracking to seek a warning. Lujan's discriminatory remarks, retaliatory scrutiny, and knowing participation in the challenged employment practices support individual liability under the NYSHRL and NYCHRL.

Her control over Sease's employment and personal participation in the challenged acts further support the claims pleaded against her under NYLL § 740 and 42 U.S.C. § 1983.

Defendant Blerina Likollari

97. Defendant Blerina Likollari ("Defendant Likollari" or "Likollari") was DeRenzo's Program Director and supervisor. Among other conduct, she personally assigned work, issued scheduling and work-location directives, communicated attendance and performance concerns, imposed documentation requirements, and participated in implementing his accommodation arrangements. Likollari directly participated in the challenged employment conduct and decisions supporting individual liability under the NYSHRL and NYCHRL.

Defendant Dori J. Rubin

98. Defendant Dori J. Rubin ("Defendant Rubin" or "Rubin") is a BMCC Human Resources official who exercised authority over Miles's reasonable-accommodation documentation and determinations, work-location and schedule directives, and FMLA designations. Rubin personally required and assessed renewed accommodation documentation, issued the challenged accommodation and schedule directives, and signed Miles's FMLA designations. Rubin's direct participation in the challenged accommodation and schedule decisions supports individual liability under the NYSHRL and NYCHRL, and her control over Miles's leave administration and FMLA designations supports individual-employer liability under the FMLA.

Defendant Tanya Myers

99. Defendant Tanya Myers ("Defendant Myers" or "Myers") supervised Miles and exercised control over her daily schedule, onsite attendance, work assignments, leave approvals, and timesheets. Myers personally issued the leave-related objections and schedule restrictions

alleged below, including objections to Miles's use of intermittent FMLA during scheduled onsite hours and restrictions on previously permitted early departures. Myers's direct participation in the challenged employment conduct and decisions supports individual liability under the NYSHRL and NYCHRL, and her control over Miles's schedule, leave approvals, and timesheets supports individual-employer liability under the FMLA.

FACTUAL ALLEGATIONS

100. For purposes of organizing the factual allegations, the sections concerning Levine, Mulvanerty, Sease, Sullivan, Kessler, and Miles, who worked at community colleges, address CUNY, the CUNY Board, Chancellor Matos Rodríguez, and the City of New York in their respective institutional roles alleged herein. The sections concerning Kwong and DeRenzo, who worked at senior colleges, address CUNY, the CUNY Board, and Chancellor Matos Rodríguez in their respective institutional roles alleged herein.

101. The plaintiff-specific factual sections also address the following additional individual defendants, whose respective acts and omissions are alleged in those sections: Mulvanerty—Ronnie Ursin, Linda Washington-Brown, and Anthony E. Munroe; Sease—Gila Rohr, Avery Mullen, and Sandy Lujan; Kwong—Suzanne M. Miller, Victor Humphrey, Sandra C. Gordon, Patricia A. Cody, Justin Vázquez-Poritz, and Patrick Corbett; Kessler—Gila Rohr; DeRenzo—Blerina Likollari; and Miles—Dori J. Rubin and Tanya Myers.

102. A collective reference to “Defendants” concerning a particular act or omission refers to those defendants identified in the corresponding factual allegations as responsible for that conduct. Such a reference also includes CUNY, the CUNY Board, Chancellor Matos Rodríguez, and, for Plaintiffs who worked at community colleges, the City of New York, to the extent each defendant's responsibility for that conduct is alleged herein.

103. On March 16, 2020, in response to the COVID-19 pandemic and in compliance with federal, state, and local public health regulations and requirements, Defendants transitioned to a temporary remote instruction and work model, effectively closing physical campus buildings except for essential employees who maintained buildings and critical infrastructure.

104. Faculty and staff, including several of the named Plaintiffs, successfully worked remotely through mid-2021, with faculty remote work required through spring. Chancellor Matos Rodríguez reported that ninety-five percent of faculty and staff worked remotely and that administrative and student-service offices operated remotely.

105. Several named Plaintiffs successfully worked remotely, received positive evaluations, and in several instances recognition or salary increases. Administrative support, help-desk service, rules writing, online teaching, course development, committee service, and scholarship continued without identified hardship.

106. CUNY invested in remote/online technology, training, and support. Students learned online and administration continued. Upon information and belief, nearly all faculty taught fully remotely then.

CUNY Announces Expectation that Its Faculty and Staff Return to In-Person Work

107. Shortly before May 13, 2021, Chancellor Matos Rodríguez announced staff return during the week of August 2 and faculty return under campus calendars. CUNY targeted about 50 percent onsite presence, phasing non-faculty staff back beginning August 2021.

108. On July 26, 2021, Matos Rodríguez delayed return from August 2 to August 16 for preparation and safety walkthroughs.

CUNY Announces a Target of 70% Fully In-Person Courses for Spring Semester 2022

109. By late summer 2021, CUNY targeted 70 percent fully in-person courses for spring 2022. Central guidance targeted 70 percent in-person/HyFlex and 30 percent hybrid/online, prioritizing instructors trained or successful remotely.

110. CUNY's Central Office guidance expected at least one in-person campus course from full-time faculty absent unusual circumstances. For example, at Brooklyn College's October 19, 2021 Faculty Council, President Michelle Anderson described spring guidance requiring at least seventy percent in-person courses and at least one in-person course for full-time faculty, "except for those with accommodations."

111. On or about January 5, 2022, Matos Rodríguez also announced seventy-percent onsite staff work beginning February 28, 2022.

112. Plaintiffs challenge use of course/staff-presence requirements to restrict disability-based reasonable accommodations, including failure to honor that route.

Defendants Used These Policies to Restrict Remote Accommodations and Remote Instruction

113. On August 11, 2022, Chancellor Matos Rodríguez reiterated the fall seventy-percent onsite presence requirement while expressly permitting medical or other accommodation requests. University/campus communications show the 70/30 framework operating since spring 2022. Plaintiffs challenge campus use of the 70/30 framework to restrict medically supported reasonable accommodation exceptions, as detailed below.

114. While some CUNY written materials may have recognized accommodation exceptions, Defendants used the 70/30 in-person/remote framework (the "70/30 In-Person/Remote Policy"), including the one-in-person-course requirement, to presumptively restrict medically supported remote work accommodation requests without genuine review of duties, effectiveness,

or hardship. This action challenges the administration of reasonable accommodation exceptions to the 70/30 In-Person/Remote Policy, not ordinary return to work expectations. Defendant Gordon's denial of Kwong's fully remote teaching accommodation and Mulvanerty's unimplemented remote-work accommodation approval exemplify that distinction.

115. In December 2022, CUNY said personal COVID-19/complication fears without specific medical support would not alone justify remote work. Plaintiffs also allege Defendants used that rule to restrict medically supported accommodation requests based on independent disability-related grounds. QCC, for example, invoked it to deny Levine's remote-work disability-based reasonable accommodation request despite neurological documentation and required her to remove COVID exposure as an express basis for reconsideration.

Environmental Hazards and Unsafe Working Conditions

116. A 2019 Professional Staff Congress/City University of New York ("PSC-CUNY") environmental report identified "visible/active mold growth" in campus buildings. PSC-CUNY is a labor union that represents certain CUNY faculty and certain professional staff. Plaintiffs allege that CUNY knew of the conditions but minimized the need for testing.

117. A December 2021 environmental inspection found pigeons and substantial guano on a City Tech building's third floor during CUNY's reentry promotion, with infestation evidence dating to at least 2019.

118. Plaintiffs allege CUNY used inspectors whose licenses were later revoked, mishandled asbestos abatement, maintained inadequate ventilation, and withheld/failed to perform interior mold/asbestos testing despite complaints, grievances, and FOIL requests. From 2024 through 2026, employees including Kwong reported mold, asbestos, PCB ballasts, pigeons, and ventilation issues, which Defendants minimized, denied, or ignored.

119. Beyond Kwong and City Tech, Ramjerdi documented QCC air-quality, mold, construction-dust, and toxin concerns. She explained that since 2016 prior department chairs had assigned tolerable rooms and hallway/outdoor office hours because most Humanities spaces made her ill.

120. These allegations support CUNY's knowledge that unresolved environmental conditions particularly endangered employees with neurological, immunocompromising, respiratory, and toxin-sensitive conditions, and that mandatory attendance could aggravate respiratory, neurological, immune, and other serious impairments.

**FACTUAL ALLEGATIONS SPECIFIC TO PROFESSOR JAN RAMJERDI
(DECEASED)**

Professor Jan Ramjerdi Background

121. Neither Ramjerdi, who died January 31, 2025, nor her estate asserts claims or represents a class in this litigation. Her experience supplies only pattern, notice, knowledge, feasibility, and common-practice evidence concerning remote work, leave, scheduling, discipline, and medical separation.

122. Ramjerdi joined QCC in 2003, earned tenure, became an Associate Professor in 2009, and had a strong record as an English professor.

123. She had long-term or permanent Bipolar II disorder, post-traumatic stress disorder ("PTSD"), anxiety, depression, and physical and psychiatric symptoms triggered by mold and environmental toxins.

124. QCC knew her chronic conditions through approved FMLA leave in 2016, 2017, and 2019, as well as through approval of prior service-dog, classroom, office, and office-hours accommodations.

125. Prior English Chairs accommodated Ramjerdi's inability to use most Humanities spaces safely through tolerable rooms and other measures.

Successful Remote Teaching and the Spring/Fall 2022 Accommodation Cycle

126. Ramjerdi effectively performed all teaching duties remotely from March 2020 through spring 2021 and again under her Chair's all-online fall 2021 schedule, without identified hardship.

127. On December 13, 2021, the Board credited QCC leadership's institution-wide online transition, managing seventeen academic departments and 900 faculty and implementing its COVID-19 response, including fully online education.

128. When Ramjerdi asked HR in September 2021 about spring 2022, it said post-December 31 CUNY Central Office guidance remained pending.

129. After CUNY announced in-person targets, Ramjerdi requested fully remote spring 2022 teaching accommodation, supported by her psychiatrist's one-to-two-year remote-work recommendation.

130. On December 23, 2021, QCC approved fully remote work through May 31, 2022 under then-available case-by-case "general accommodation" authority given to colleges.

131. In May 2022, HR declined to extend the remote arrangement, citing increased campus presence and offering FMLA, other leave, or annual leave instead.

132. Despite renewed paperwork and medical support for her remote accommodation request, Ramjerdi worked remotely in fall 2022 only through her Chair's scheduling, without formal accommodation.

Semester-by-Semester Recertification and the Spring 2023 Denial

133. In August 2022, QCC changed Ramjerdi's schedule shortly before classes, allowing about two weeks to prepare two sections of a course last taught eight years earlier.

134. After she complained of discrimination and retaliation, QCC restored the original course, on a different day.

135. In November/December 2022, HR informed Ramjerdi that her remote accommodation would not be automatically extended and required semesterly medical recertification. Ramjerdi objected that repeated recertification for a chronic condition was excessive, disruptive to scheduling, and itself aggravated the symptoms of her disability.

136. She complied and resubmitted accommodation forms on December 27, 2022 for spring 2023, with her psychiatrist's renewed identification of her condition as permanent and her need to work remotely. Ramjerdi requested, if recertification was required, that the accommodation decision be completed prior to class scheduling to avoid another last-minute disruption.

137. QCC denied remote spring teaching on January 19, 2023. On appeal, QCC ADA Compliance Coordinator Amaris Matos asserted in-person teaching and departmental duties and significant hardship from permanent remote work, despite the immediate spring 2023 schedule issue and prior multiple semester-limited remote approvals.

138. QCC assigned Ramjerdi two remote classes and one in-person class and threatened discipline if Ramjerdi refused the in-person assignment.

139. She had taught fully remotely from March 2020 through fall 2022 and sought only one additional remote class for spring 2023.

140. The accommodation denial reflected adherence to the one-in-person-course rule and 70% in-person policy, not a genuine, individualized conclusion that one more remote class would create an undue hardship.

141. After the accommodation denial, Ramjerdi proposed onsite conditions under which she could safely return.

Denied Alternative Accommodations and Retaliatory Escalation

142. QCC denied Ramjerdi's requested fourteen-day transition to returning onsite for travel, access to indoor environments, and disability logistics after nearly three years offsite, despite CUNY policy contemplating seven to fourteen days' notice.

143. She also requested ventilated rooms and offices outside Humanities if possible, classroom technology, and continued service-dog use. Prior chairs had used tolerable rooms and hallway and outdoor office hours since 2016 because most Humanities spaces made her ill.

144. HR did not engage in a cooperative dialogue about the alternatives, left the alternatives unresolved, and sought more provider contact and medical documentation. QCC assigned her Humanities room H-436 despite air-quality objections and confirmed only that the room had podium technology and permission to bring her service dog.

145. On February 3, 2023, QCC denied her request for temporary remote teaching pending resolution of the outstanding onsite issues.

146. After her reported illness and inability to travel, QCC removed the onsite class, retained two remote classes, and imposed weekly administrative duties: 4.5 hours onsite and 2 remote.

147. Ramjerdi sought to perform reassigned duties remotely for the same disabilities. QCC refused.

148. During her appeals, objections, and request for accommodations, QCC escalated its retaliation through added observations, critical documentation placed in her personnel file, and other adverse treatment allegedly tied to her remote accommodation requests and her disability discrimination complaints.

False Charges, Medical Separation, Denial of FMLA, and Additional Pattern Evidence

149. On July 17, 2023, CUNY filed disciplinary charges seeking termination. The charges falsely accused Ramjerdi, among other things, of falsifying or altering medical accommodation forms in support of her remote requests.

150. CUNY never contemporaneously told Ramjerdi of its forgery accusations or sought clarification from her. QCC later converted the asserted authenticity issue into termination-level discipline.

151. Upon information and belief, after the forgery theory failed, CUNY sought medical separation for alleged incapacity rather than accommodating the disabilities underlying her request.

152. CUNY also converted leave or sick time to unauthorized absence and docked her pay.

153. On August 24, 2023, Ramjerdi requested FMLA leave for her chronic serious health conditions. On September 6, 2023, QCC denied the request on the stated basis that a disability-accommodation request was also pending. After a further FMLA request on or about October 18, 2023, and subsequent submission of supporting paperwork, QCC denied leave on or about November 7, 2023 on the stated basis that the condition was permanent and should instead be addressed through a disability accommodation.

154. Ramjerdi's filed class action complaint, *Ramjerdi v. City of New York*, No. 1:24-cv-03380-NGG-RML (E.D.N.Y.), provides detail and remains a central example of the challenged practices in this litigation.

PLAINTIFF LEVINE

Plaintiff Levine's Long History of Serious Medical Conditions

155. Levine was employed by CUNY at QCC from approximately April 1, 2002, until her forced retirement on or about August 10, 2023, a period of more than twenty-one years. From 2002 to 2017, she primarily served as Test Preparation Coordinator in QCC's Campus Writing Center. After QCC eliminated her coordinator position in September 2017, she was transferred to the Office of the Registrar, within the Division of Academic Affairs, where she worked as an Enrollment Registrar Specialist until her forced retirement.

156. Levine has had Trigeminal Neuralgia since 1991. Near-fatal complications during a January 2016 brain surgery required an emergency craniectomy, leaving lasting neck-movement limits and the neurological and post-surgical limitations noted below.

157. Levine's Hydrocephalus required a shunt, which was deemed necessary in late March 2016 and implanted in April 2016. She experienced a shunt complication and began to experience symptoms in August 2022 that worsened that fall as the shunt over-drained cerebrospinal fluid. After a five-day hospitalization in November 2022, her neurosurgeon identified likely Intracranial Hypotension caused by the shunt over-draining. The Intracranial Hypotension caused severe gait and balance difficulties, visual disturbances, and hypersomnolence (inability to stay awake), and likely caused Frontotemporal Brain Sagging Syndrome with dementia-like episodes.

158. After Levine contracted COVID-19 in mid-December 2022, her shunt was removed at the hospital on an outpatient basis on January 17, 2023. Her Intracranial Hypotension resolved, but she was continuing to recuperate and had residual gait and balance difficulties that required rehabilitation, including twice-weekly home physical therapy. Malignant melanoma diagnosed in late April 2023 required wide excision surgery in mid-May 2023. As set forth herein, these impairments substantially limited one or more major life activities.

Robin Levine's Accommodation Requests Following FMLA Leave

159. Before the expiration of her FMLA leave for her neurological complication, Levine emailed HR on January 25, 2023 about fully remote work and formally requested it for February 5 through August 21, 2023.

160. The request submitted through Dr. Robert Weiner's office advised against crowded offices or populated places given her history of Hydrocephalus and shunt complications. Levine understood Dr. Weiner's support for a remote-work accommodation to be based on her ongoing gait and balance difficulties during her recovery from Intracranial Hypotension, as well as the need to avoid COVID-19 exposure given her complex neurological history, including residual thrombosis (a blood clot) from her 2016 surgery. Levine also submitted her neurosurgeon's February 9, 2023 Fitness for Duty certification.

161. The certification and medical records documented neurological-complication limits on walking, balance, driving, and safe work in crowded settings, substantially affecting major life activities and neurological functioning, but not remote computer and telephone duties. The certification cleared her February 15, 2023 return and expressly recommended remote work.

QCC Policy, Appeal, and Grievance Disclosures

162. On February 15, 2023, QCC Acting Human Resources Director Martha Aspromatis (“Aspromatis”) denied Levine’s accommodation request in writing: “Your request for an accommodation allowing you to work remotely through August 21, 2023 has been denied. In accordance with CUNY policy, being at increased risk of complications from illness is not a basis for granting an accommodation permitting staff to work remotely on a full-time basis. Your supervisor will discuss with you your return schedule.” The email also claimed the review considered individual circumstances, medical documentation, duties, and departmental needs. Levine alleges that QCC denied her request based on a categorical CUNY policy rather than assessing her particular medical limitations and ability to perform her duties remotely.

163. Levine appealed the remote-accommodation denial on February 15, 2023.

164. On February 28, 2023, Levine followed Defendants’ instruction to submit a new remote-work request, removing COVID-19 exposure as an express basis as HR directed for reconsideration.

165. Before Levine’s scheduled office return, Dr. Robert Weiner supplied further shunt-recovery documentation on March 2, 2023, advising against driving and requesting work from home through August 2023. Defendants approved remote work only through May 23, 2023, requiring onsite return months earlier than requested.

166. Despite remote clearance from February 15, Defendants withheld authorization until Levine’s FMLA ended Friday, March 3, 2023, forcing her to use about eleven vacation days. Levine resumed remote work Monday, March 6, 2023.

167. After her March 6, 2023 remote return, HR re-requested the Fitness for Duty certification on or about March 20. Levine resent the same form supplied over a month earlier, before her return.

Levine's Melanoma Diagnosis During Neurological Recovery

168. On April 27, 2023, Levine was diagnosed with left-upper-arm malignant melanoma while continuing home therapy for gait and balance deficits and remote work authorized through May 23. She immediately notified her office and supervisors of the diagnosis and the need for urgent surgery.

169. On May 4, 2023, surgical oncologist Dr. Sam Yoon at NY Presbyterian/Columbia explained melanoma's rapid metastasis risk and urged prompt surgery. Dr. Yoon instructed her to adhere to a postoperative surveillance regimen for the next five years because of malignant melanoma's aggressive nature.

170. On May 5, 2023, as her prior remote work accommodation was only through May 23, 2023, Levine requested remote work during melanoma-surgery recovery. Defendants left her accommodation request pending for weeks while her existing remote authorization expired May 23, 2023.

171. After Levine disclosed her need for surgery and remote accommodation request on May 5, 2023, Registrar Emiko Sanchez ("Sanchez") directed her to submit paperwork and said continued remote work "would be great." This direct-supervisor response supported operational feasibility, conflicting with the later claim that a short extension would significantly impair student service.

172. The surgical oncologist scheduled outpatient wide excision for Friday, May 12, 2023.

173. Levine submitted a renewed request for an extension of her remote accommodation on May 11, 2023, a day before surgery. Dr. Sam Yoon supplemented the request on May 11, 2023, expressly recommending remote work through summer. Dr. Yoon's form recommended remote work through August for neurological rehabilitation and melanoma recovery, avoiding each 45-to-60-minute drive and healing-arm strain.

174. The form certified she could perform all tasks and essential functions by computer: typing, calls, rules writing, records processing, and student and staff communication. It advised avoiding the 45-to-60-minute drive and surgical-site strain. QCC identified no essential function requiring that commute or onsite presence during recovery.

175. On Friday, May 12, 2023, Levine underwent wide excision. The operative note describes excision of left-upper-arm melanoma with a one-centimeter margin and 7.6-centimeter intermediate closure.

176. The May 12 surgery caused pain, tenderness, spasms, and wound-healing limits into July 2023.

Defendants' Refusal to Extend Levine's Existing Remote Accommodation

177. Her remote authorization expired May 23, 2023, eleven days after melanoma surgery, while her post-surgical summer-extension request remained pending without approval. Levine continued performing her duties remotely between May 23 and the June 29 determination. The expiration of the written authorization did not itself interrupt that remote work. Her claims also concern the express denials and ensuing July return-to-work directives and threats described below.

178. On May 24, 2023, Levine received at her QCC email the PSC announcement extending CUNY's remote-work agreement through June 30, 2024 for HEOs, CLTs, faculty

librarians, and others. That ordinary framework extended beyond her requested summer accommodation. She sought individualized accommodation within it.

Defendants' June 2023 Denial of Accommodation Extension Despite Medical Need

179. Aspromatis's June 29, 2023 email stated: "Your request for accommodation allowing you to work 100% remotely has been denied. The documentation you submitted indicates that you will need approximately one month to recover. Your procedure took place over six weeks ago. An attempt at getting further information from your medical provider was unsuccessful." The denial was sent approximately fifty-five days after the request and forty-nine days after her request was supplemented with medical documentation.

180. Dr. Yoon's May 10, 2023 Health Care Provider Accommodation Assessment Form distinguished early precautions from accommodation duration. Question 5 affirmed essential-function performance at home and identified driving restrictions and incision-infection avoidance, "especially during the first month after the surgery." Question 7 separately recommended remote work through summer for neurological rehabilitation, arm recovery, and commuting movement. The first-month precaution did not end that recommendation.

181. The supported request changed location, not duties, hours, or student services. Home computer and phone work permitted all essential functions during summer recovery and therapy.

182. Restricted neck rotation after Levine's 2016 craniectomy required upper-body, shoulder, and arm movement to look sideways while driving, painfully straining Levine's healing left-upper-arm incision from May 2023 surgery. Home computer and phone work required no such movement.

183. The June 29, 2023 accommodation denial cited inability to obtain further provider information. Upon information and belief, Dr. Yoon's office spoke with HR in mid-June 2023, confirming Levine was not ready for onsite work and his summer-long remote work recommendation.

184. Levine repeatedly sought to facilitate provider communications. HR identified no remaining documentation deficiency and gave her no reasonable cure opportunity before the June 29, 2023 denial.

185. The June 29, 2023 denial further stated: "Your department requires staff to be present at least part of the time in order to provide in-person support to its students. Reducing its in-person staff would significantly impact the department's ability to service our students."

186. That justification was inconsistent with Levine's actual duties.

187. Before summer's four-day week, Sanchez assigned Levine remote Help Desk coverage through closing: 10:00 a.m.-6:00 p.m. on Monday-Thursday and 9:00 a.m.-5:00 p.m. on Friday.

188. During the four-day summer week, Levine worked 8:30 a.m.-6:00 p.m. Monday-Thursday with a forty-five-minute lunch, covering phones through closing and electronic duties instead of charging Friday annual leave.

189. Levine routinely and successfully performed rules writing, administrative functions, and other duties remotely by phone and computer, without identified service or productivity loss.

190. The Registrar's staff declined from about forty, including part-timers, to eleven by her retirement, with departed employees not replaced during a hiring freeze. Levine continued

assigned remote services. The denial identified no lost task, replacement employee, or changed duty requiring her return.

191. Her only arguably in-person pre-pandemic duty, 3.5 weekly in-office Help Desk hours, became remote phone work after the pandemic. By 2023, her Help Desk responsibilities had expanded substantially to answering the Help Desk telephone line remotely throughout each workday, five days per week during the regular workweek and Monday through Thursday during the four-day summer workweek, while continuing to perform her other Registrar duties.

192. By June 29, 2023, under QCC's four-day summer workweek, offices were closed on Fridays from June 11 through August 11, 2023. QCC also implemented a 50% hybrid remote-work schedule for the summer, meaning two in-person workdays and two remote workdays. Levine sought only to work remotely on the two otherwise required in-person days while she recuperated from cancer surgery and Intracranial Hypotension, an accommodation that would have affected approximately six weeks of work. This limited, temporary accommodation would have imposed no undue hardship on CUNY or QCC because it would not have reduced Levine's hours, required additional staff, or eliminated student assistance.

193. Levine sought to continue performing her existing duties, not to eliminate them. She answered the Help Desk telephone line remotely and performed rules writing and administrative work by telephone and computer. Even the approximately 3.5 weekly hours of pre-pandemic in-person Help Desk service had subsequently been provided remotely. During the four-day summer schedule, when employees already worked two days remotely, she requested that the remaining two days also be remote during recovery.

194. During the requested summer accommodation period, Levine continued to perform assigned Registrar services by telephone and computer. Her Help Desk work had been converted

to remote telephone coverage, and her supervisor assigned extended remote coverage through the office's closing time. Levine sought to continue those services through her medically supported recovery period with the same duties and work hours. Her requested accommodation addressed the physical restrictions affecting travel and onsite attendance, rather than an inability to perform the assigned remote work.

Levine's Internal Appeal Is Denied and She Is Forced to Retire

195. Levine appealed the June 29, 2023 denial, and Defendants permitted continued remote work pending review.

196. On July 3, 2023, the appeals coordinator affirmed the denial, finding no HR bias and inviting more medical documentation, but identifying no duty Levine could not perform remotely, concrete operational harm, or reason the temporary arrangement would fail.

197. A two-day Verizon FIOS phone, internet, and television outage over July 4 delayed Levine's receipt of the July 3 email denial until July 5, 2023.

198. On July 5, 2023, the Interim Executive Director for Human Resources emailed that her continued-remote-work request was denied, stating: "Vice President Palmer has notified you that you are to resume working in person effective July 6. Please be advised that any absences or work performed remotely will be considered unauthorized since you do not have an approved accommodation."

199. From July 6 through 10, 2023, the office remained remote during construction, but Defendants maintained Levine's physical-return directive and warned that remote work would be unauthorized.

200. QCC maintained the July 11 onsite deadline knowing supplemental forms were being prepared to be submitted by Levine. On July 6, HR advised that additional documentation

could be submitted to Aspromatis. Drs. Yoon's and Weiner's staff said July 7 they were completing or would be completing documentation.

201. On July 7, 2023, PSC grievance counselor Mitchell Manning ("Manning") warned that noncompliance could constitute insubordination despite the pending grievance and advised compliance to preserve her job and retirement opportunity. This documented her understanding of the disciplinary and retirement stakes of choosing medically contraindicated onsite work or retirement.

202. In July 2023 discussions between Manning and QCC executive counsel and labor designee Lois Florman ("Florman"), Defendants proposed a desk near fewer people for supposedly "limited exposure." This avoided neither commuting nor coworker, student, and visitor contact and did not provide the requested remote accommodation.

203. On July 10, 2023, PSC grievance counselor Mitchell Manning contemporaneously wrote QCC labor designee Lois Florman: "When we spoke on the phone, you said that it is CUNY policy not to provide fully remote accommodations for immunocompromised employees and that this has been the policy for at least the past semester. Please furnish this policy for our review."

204. Florman's July 10 response distinguished Levine's temporary May melanoma-surgery and driving-limit request from her February request, without repeating the oral policy statement. She said Levine had not cited increased COVID exposure for the May request and wrote: "She exercised her right to appeal the decision and the process was validated. There are no further avenues of appeal." Florman's July 10 writing confirmed the May request was distinct and temporary, for melanoma surgery and driving limits, not indefinite or renewed solely for increased COVID exposure.

205. On July 11, Florman said Levine's prior COVID-exposure request had been denied, and that Levine had previously been granted remote work on other disability-related grounds. She asserted that the collective bargaining agreement did not cover disability-accommodation requests and that any grievance was untimely, quoting Article 20.4's thirty-day deadline and waiver. Manning again requested the policy of not providing fully remote accommodations for immunocompromised employees cited by Florman and Aspromatis, but the policy was not produced.

206. Florman's July 10-11 communications closed further appeal and asserted the grievance was unavailable.

207. During this period, on July 10, 2023, Interim Provost Sandra Palmer ("Palmer") ordered Levine onsite the next day. In response, Levine told Palmer that QCC's refusal to allow her to work remotely through August as her physicians recommended was forcing her to retire rather than jeopardize her health. In that same email, Levine told Palmer she was QCC's sole CUNY-to-CUNY transfer-equivalency rules writer, worked on the University-wide T-REX project and Fall 2023 PERC matters, and had reviewed 182 Academic Fresh Start applications since March 6. Fifty-three approved applicants had registered and forty-seven others were approved.

208. At 12:30 p.m. that same day, Palmer responded: "Please know that I have valued the excellent work you have done for the college. I could not have gotten Academic Fresh Start off the ground without your help. Thank you for that." This corroborated Levine's continuing value and successful remote performance of a major QCC program.

209. In a 12:21 p.m. email on July 10, 2023, Levine asked Palmer to approve accrued sick or vacation leave while she obtained benefits guidance and completed the paperwork needed

for her imminent retirement. At 12:47 p.m., Palmer initially approved the plan, writing: “Benefits will be able to tell you how many sick and annual leave days you have left. Whatever it is, there is no problem from my end.” She hoped Levine’s health would improve and acknowledged “it has been rough for you.”

210. At 12:56 p.m., nine minutes later, Palmer reversed course at HR’s direction: “HR wants you to return to work tomorrow per my email to you earlier. If you do not show up for work tomorrow, you will be docked pay. The sick and AL days I approved are to go toward your retirement, not for taking time off from the days you are required to be in. I want to make that clear. I encourage you to show up tomorrow.” Levine challenged the refusal to allow accrued sick leave in a reply copied to Manning, explaining that six sick days remained in her bank and that her arm was still painful. Manning separately advised Levine that she had the right to use accrued sick leave, recommended that she notify her supervisor that she would use sick leave for the remainder of the week, and offered to intervene if QCC continued to object. A few days prior, on or about July 7, 2023, Manning had suggested that Levine submit a complaint with the New York City Commission on Human Rights.

211. After relaying HR’s threat to dock her pay if she did not report onsite, Palmer advised Levine, at 2:21 p.m. on July 10, 2023: “My suggestion is that you send a letter of intent to the President today (after you meet with Benefits who will likely tell you the same thing) stating that you will be retiring as of a certain date. Once that is done, you will not have to come in to work.”

212. Levine had a Zoom meeting with Benefits scheduled for 5:30 p.m. that day to discuss the retirement process.

213. At approximately 7:41 p.m. that same day, Levine emailed President Mangino stating her intent to retire imminently and explaining that neurological-illness and melanoma-surgery recovery prevented her safe return onsite against medical advice, forcing retirement because QCC refused her doctors' recommended limited period of remote work. President Mangino did not respond.

214. Levine's official involuntary retirement date was August 10, 2023.

215. Levine sought to remain employed and perform her duties remotely during the medically supported recovery period. Instead, after receiving her medical submissions and appeal, QCC officials directed her to return onsite against those restrictions, reversed her approved leave at HR's direction, threatened pay docking, and pressed retirement, as described above. On information and belief, those officials deliberately imposed a choice between medically contraindicated onsite work and loss of pay or employment, intending to bring about her departure. Their knowledge of her restrictions, the return-or-retire communications, and the immediate leave reversal support that inference. These conditions would have compelled a reasonable employee in Levine's position to resign, and caused her retirement.

216. Levine booked necessary July 18, 2023 postoperative surveillance early because appointments were scarce. She understood the onsite directive, remote-work warning, and leave reversal to risk lost pay or discipline for attending her appointments. That care conflict and painful commute compounded retirement pressure.

217. Defendants denied accrued leave for immediate onsite attendance before Levine submitted retirement notice, but after she gave such notice, Defendants placed Levine on Travia terminal leave July 11-August 10, 2023.

218. QCC officials knew Levine's accommodation requests, renewals, appeals, medical submissions, and union activity before escalating warnings, immediate-return demands, leave reversal, and retirement pressure. She alleges her disability and, separately, persistent accommodation advocacy motivated that course, which was reasonably likely to deter further accommodation requests or opposition. She suffered harm as a result of Defendants' actions.

PLAINTIFF MULVANERTY

Plaintiff Noreen Mulvanerty's Medical Conditions

219. Mulvanerty began working at BMCC on August 27, 2019, as a full-time Assistant Professor in its Nursing Department, teaching pediatrics and clinical nursing.

220. Before first requesting a disability accommodation in May 2024, Mulvanerty had maintained a record of successful teaching and service, received five consecutive annual reappointments, and had never received an unsatisfactory overall annual performance evaluation or been subjected to discipline.

221. Mulvanerty's severe arthritis, especially in the right hip, required total hip replacement on June 26, 2023 and hospitalization through June 27, 2023. Significant complications and chronic pain required continuing pain-management care.

222. Her impairments substantially limited walking, standing, sitting, lifting, carrying, pushing, and pulling and materially restricted commuting and demanding hospital-floor work. Her provider prohibited lifting, carrying, pushing, or pulling over ten pounds and sitting or standing over one hour.

223. Despite hip-replacement complications and pain, Mulvanerty worked nearly another year without requesting leave and accommodation and took no days off from her August 27, 2019 hire until approved leave. She remained willing to work.

224. Hospital clinical work, however, required room-to-room movement, pediatric-patient handling, and other physical tasks her condition no longer permitted.

225. Her disability also ended her separate urgent- and primary-care nurse-practitioner clinical work in a family practice clinic.

226. By contrast, four years' simulation teaching and rigorous FUSE certification qualified Mulvanerty for controlled mannequin-based and virtual clinical exercises, with adjustable equipment in one room rather than demanding room-to-room hospital care and pediatric handling.

227. Before the dispute, departmental records reflected plans for New York Simulation Center for the Health Sciences ("NYSIM") teaching during the first half of fall 2024. Mulvanerty's March 20, 2024 email identified Tuesday NYSIM teaching and four remaining reassigned hours, demonstrating feasibility.

228. Recognized nursing guidance also permits simulation in quality clinical education. The American Association of Colleges of Nursing and the Commission on Collegiate Nursing Education encourage simulation innovation alongside direct care.

229. As set forth below, only after her Spring 2024 medical disclosure did the new chair require hospital clinical work despite her offer and qualifications to continue BMCC's established simulation and remote teaching. Defendants knew that work conflicted with her limitations.

230. In summer 2024, Mulvanerty underwent total hysterectomy and related abdominal surgery to remove and biopsy highly suspicious cells, causing severe anxiety pending pathology and materially worsening her physical condition. Her surgeon advised against fall 2024 in-person work during recovery.

Mulvanerty's Spring-Summer 2024 Request for a Fall 2024 Remote Accommodation

231. In or around May 2024, Mulvanerty told BMCC HR that her post-surgical complications, severe joint pain, limited mobility, and an upcoming hysterectomy might require disability-related remote teaching or leave during recovery and resumed physical therapy. Benefits Manager Daniella Donald ("Donald") scheduled a formal accommodation meeting on May 13, 2024.

232. Mulvanerty's May 21, 2024 medical submission documented lumbosacral radiculitis, osteoarthritis, pain affecting daily activities, and restrictions on lifting, carrying, pushing, pulling, sitting, standing, and sustained mobility. Defendants did not promptly resolve the request despite her May 30 follow-up.

233. From May through August 2024, Mulvanerty repeatedly sought a compatible schedule from Defendant Washington-Brown, interim BMCC Nursing Chair, by email and phone without returned calls or a full assignment. On July 15, 2024, she again requested clinical-placement information, disclosed the July 24 surgery and six-to-eight-week recovery affecting September, and identified the unresolved HR request.

234. On July 17, 2024, she again told HR she had sought accommodation since May, repeatedly contacted HR without a response, and faced added stress from fall-assignment uncertainty before her surgery the next week.

235. On July 24, 2024, Mulvanerty's surgery date, Donald requested updated doctors' notes or documentation because she claimed Mulvanerty's forms omitted accommodation duration.

236. On July 29, 2024, Mulvanerty submitted updated surgeon documentation stating that she required recovery through September 9, 2024, after July 24 surgery. She also identified

continuing pain management treatment, an August 15 follow-up, and that she intended to submit further documentation.

237. Washington-Brown's August 2 schedule gave a lecture Mulvanerty had taught for five years to an adjunct, leaving Mulvanerty with only a Saturday Lincoln Hospital in-person clinical assignment despite known medical restrictions, without advance warning or explanation. When Mulvanerty asked Washington-Brown that afternoon about the assignment, she referred to an upcoming meeting with the incoming Chair, Defendant Ursin, without resolving either the assignment or medical compatibility.

238. The August 2, 2024 schedule email noted processing about ten new adjuncts and new faculty.

239. On August 8, 2024, Mulvanerty notified Ursin that her scheduling and accommodation remained unresolved. Washington-Brown that evening proposed that Mulvanerty and her union representatives meet first with HR. Mulvanerty responded that she understood HR was awaiting departmental signoff. The accommodation process remained stalled between HR and departmental leadership.

BMCC Requires Additional Medical Documentation and Defendant Ursin Is Copied on Accommodation Approval

240. On August 15, 2024, Mulvanerty sent HR further medical support, reporting no fall assignment as the semester approached. On August 19, 2024, Benefits Manager Donald wrote: "Based on the date of your updated submission of accommodation HCP form, please submit updated request form." Mulvanerty submitted that form on August 21. BMCC required another renewed request even after she had provided updated provider documentation rather than issuing a prompt accommodation decision.

241. On August 23, 2024, Donald approved 100% remote work through September 9 based on Mulvanerty's provider assessment and interactive discussion. On August 27, 2024, Donald extended approval through Fall 2024 after Mulvanerty submitted additional documentation signed August 7 and submitted August 15. Defendant Ursin was copied on both the August 23 and 27 approvals of Mulvanerty's remote work accommodation.

Defendants Failed to Accommodate Her by Approving Remote Work on Paper but Refusing to Implement It in Mulvanerty's Assignment

242. Despite accommodation approval, Ursin supplied no fully remote-compliant assignment. On September 3, 2024, he wrote: "The only assignment you would be able to have is the lecture. You indicated you would be able to virtual simulation, but that is not an option. I contacted the Benefits team to understand the impact on your FT status." Departmental implementation of her accommodation remained necessary after HR approval, and Ursin did not implement it.

243. Upon information and belief, HR later told Mulvanerty that Ursin's assertion that virtual simulation was unavailable was untrue, misinformed, and incorrect. Defendants still provided neither a corrected assignment nor a full remote-compliant load.

244. On September 4, 2024, Mulvanerty emailed Ursin, copying HR and her union representatives, reminding him that during their August 22 conversation she had offered to teach virtual simulation or complete a special project of his choice to make up the four missing credits. She also cited a contractual provision permitting unscheduled teaching contact hours to be made up within three years and asserted that, because her 100% remote accommodation had been approved and Ursin rejected virtual simulation, she could make up the four-credit shortfall later. Ursin did not respond to her email or call, provide a full remote-compatible assignment, or address how she could make up the four credits.

245. Under HR's approval, Mulvanerty proposed additional remote lectures, teaching or facilitating virtual simulation using her certification and experience, or credit-bearing projects, committee work, scholarship, or grants to meet, not eliminate, her overall workload requirement.

246. Available remote-capable teaching included nurse leadership, an additional lecture, LPN courses, med-surg, pediatrics, and fundamentals. All lectures could be remote and many instructors taught remotely. Her education, certifications, and experience placed her among the department's most qualified.

247. Defendants gave remote work to newer or less-experienced adjuncts while denying her options. Among the most senior faculty, Mulvanerty held the highest degree, most certifications, and most pediatric and clinical experience, with five years' pediatric lectures. Less-senior faculty received workload credits for service and simulation teaching that Mulvanerty was denied.

248. For example, a new adjunct living outside New York who was permitted to teach remotely had initially received Mulvanerty's longstanding pediatric lecture. Repeated objections secured its restoration, but Defendants denied a second remote course or equivalent for a full workload that semester.

249. Defendants' records showed Mulvanerty was effective at remote teaching. A Zoom peer observation found her class organized, engaging, conducive to learning, and marked by student respect. Her spring 2024 evaluation averaged 3.0 in every listed category.

250. The collective bargaining agreement manages undergraduate teaching contact hours over three years to avoid scheduling-related losses. Unscheduled classroom contact hours "may be scheduled in a subsequent year within the three-year period."

251. Mulvanerty invoked three-year contractual balancing, which HR said should address scheduling concerns. Leadership, however, left the proposal unanswered and her approved remote workload incomplete. She sought balancing, not exemption from total teaching obligations.

252. Workload deprivation also threatened her health and life insurance and retirement contributions during serious medical treatment.

253. Mulvanerty's approved remote accommodation did not require elimination of her teaching workload. She proposed remote lecture assignments, virtual simulation, other credit-bearing work, and contractual balancing of teaching hours to satisfy that workload. Departmental officials failed to provide a full compatible assignment and then relied on the resulting workload shortfall and lack of in-person clinical participation in evaluating her commitment and continued appointment. The same departmental decisions that prevented effective implementation of the accommodation supplied the asserted employment deficiencies later used against her.

Defendants Used the Accommodation Process and Resulting Assignment Shortfall Against Mulvanerty

254. On November 5, 2024, Ursin's "time-sensitive" reappointment email stated: "This request must be provided to me by tomorrow," and limited submissions to "August 2023 – May 2024."

255. On November 6, 2024, during her approved 100-percent remote work through fall 2024, Mulvanerty requested a departmental-meeting link. Ursin replied: "There was no intent to provide a link as this meeting is a face-to-face interactive session."

256. During an evaluation conference on November 15, 2024, at approximately 2:00 p.m., Ursin criticized Mulvanerty's lack of onsite clinical presence. He also informed her that he had arranged for her to appear before the Nursing Department Personnel and Budget Committee ("Department P&B") at approximately 6:00 p.m. that day and requested her attendance alongside

the committee. Mulvanerty told Ursin that such an appearance was unusual and had never previously been required of her. Mulvanerty later learned from her union that requiring her attendance at this additional Department P&B meeting was inconsistent with her collective bargaining agreement.

257. During her meeting with the Department P&B later that day with Ursin present, she learned of previously undisclosed student criticism omitted from her favorable observation. Mulvanerty had learned of no negative student criticism during the observation period or semester until then. During the meeting, with Ursin, Monique Cayo, Melissa Butler, Marcelle Edinboro, Charity Bynoe, and other faculty present, the committee questioned Mulvanerty about hospital-based clinical assignments during spring and fall 2024 and pressed her to commit to hospital clinical work in spring 2025, despite Ursin's knowledge of her approved fully remote accommodation for fall 2024. Ursin also pressured her in front of her colleagues to explain why she could not commit to an in-person hospital clinical setting rather than a simulation. Mulvanerty had told Ursin that the underlying reasons were medical and that she wished to keep them private. She told the committee that Ursin knew why she could not undertake hospital clinical work during fall 2024 and declined to disclose her medical condition to the Department P&B. Ursin acknowledged knowing the reason but did not stop the questioning, instead challenging her inability to promise onsite hospital clinical work.

258. Following these criticisms of her in-person presence, on or about November 17, 2024, Ursin telephoned Mulvanerty and informed her that the Department P&B had voted not to recommend her sixth reappointment. That same day, Director of Faculty Appointments Greer J. McPhaden issued written notice confirming the adverse recommendation. Mulvanerty challenged

that accommodation-related reappointment criticism and later reliance on the evaluation in her review and appeal.

259. Mulvanerty's first unsatisfactory BMCC annual performance evaluation, dated November 18, 2024, followed her first remote-accommodation request and use. The evaluation covered August 2023 through May 2024, before Ursin became Department Chair, yet included criticism of her lack of in-person presence after she received a fully remote accommodation for fall 2024.

260. BMCC used Mulvanerty's need for an accommodation against her. In that November 18 evaluation, Ursin stated: "However, Professor Mulvanerty consistently sends a mixed message about her commitment to the program and her role as a FT faculty member. She verbally indicates a strong desire to be present and supporting program and student success, but does not present a desire to be present, in-person, for engagement and inclusion including on-campus and clinical activities (hospital). There was an initial request, secondary to personal matters, to perform virtual simulation and work on projects. The request was denied." His description of her request as arising from "personal matters" mischaracterized its disability-related basis, notwithstanding his knowledge of her medical restrictions and receipt of HR's written approval for fully remote work. Ursin treated her approved remote status and proposed remote alternatives as a deficient commitment.

261. Ursin rejected compatible work and did not meaningfully supervise Mulvanerty during most of the review period. Previously an adjunct, he met Mulvanerty only once for about an hour before issuing the unsatisfactory rating. She alleges the evaluation is inaccurate and pretextual.

262. Upon information and belief, no written faculty-handbook, student-handbook, or departmental policy required her to teach hospital clinical in person.

263. The underperformance portrayal ignored her ongoing 2024 grants, simulation projects, advisory or committee work, and publication or related efforts despite serious medical conditions.

264. Mulvanerty's December 2, 2024 rebuttal to the performance evaluation addressed teaching, observations, service, scholarship, and omitted professional contributions. On December 20, 2024, she submitted an updated clarification about her performance evaluation that further addressed departmental turnover of up to ten vacancies since 2019 and her qualifications across the expanded program's subjects.

265. By her sixth year on the tenure track, Mulvanerty had received five consecutive annual reappointments and, following publication of her article in the Accreditation Commission for Education in Nursing's Bridges newsletter in October 2024, had satisfied what she understood to be the remaining scholarship requirement for tenure consideration in April 2025.

Spring 2025 FMLA Leave, Continued Staffing Retaliation, and Reappointment Appeal

266. Defendants first advised Mulvanerty in November 2024 of their intended denial of her sixth, 2025-2026 reappointment. As noted above, on November 17, 2024, Director of Faculty Appointments Greer McPhaden wrote that the Nursing Department P&B voted against her Assistant Professor reappointment.

267. Mulvanerty timely appealed the Department P&B decision on December 2, 2024 to the College-Wide Personnel and Budget Committee ("College-Wide P&B"). Defendants'

December 5 letter reported that committee's vote against her sixth, 2025-2026 Assistant Professor reappointment.

268. Mulvanerty requested Personnel Review Committee ("PRC") review on December 20, 2024. After reviewing her personnel file electronically on February 19, 2025, she reported on February 20, 2025 that it was incomplete, including missing observations, evaluations, and her rebuttal. HR Director Gulen Zubizarreta confirmed that afternoon that the Provost had forwarded missing files and confirmed on February 21 that they would be added.

269. On February 21, 2025, the PRC reviewed the supplemented file and voted that her appeal "has validity." PRC Chair Gail Fernandez notified President Munroe (Defendant Munroe), copying Ursin. Mulvanerty alleges the later supplementation did not cure the earlier Department P&B and College-Wide P&B reviews conducted on incomplete records.

270. Mulvanerty requested continuous FMLA for Spring 2025 on December 20, 2024 and supplied medical documentation January 3 and 17, 2025. On January 7, 2025, she notified Ursin of the pending January 25-April 19 request, which he acknowledged before his workload response.

271. On January 21, 2025, Ursin questioned how Mulvanerty would sustain a full-time Spring workload when he had assigned her only one four-contact-hour course and her pending FMLA would overlap it, and she had no reassigned time. He requested her FMLA status or full-time workplan and said the course required replacement, effectively invoking the reduced workload he assigned and her FMLA request to question her full-time status. Mulvanerty challenges the use of her FMLA leave or request to question her full-time commitment or against her reappointment.

272. Before her FMLA was approved on January 24, Ursin told Mulvanerty that he had no other course to assign her and would not provide the full twelve-credit load associated with her appointment.

273. HR confirmed receipt of her FMLA documents on January 22, 2025 and promised a designation with leave and return dates by week's end. That day Mulvanerty questioned the unanswered December 20 FMLA request, identified supplements, and invoked the FMLA's five-business-day response requirement.

274. Upon information and belief, Ursin intentionally withheld timesheets HR needed to calculate leave, despite HR's January 9 request, delaying processing of her FMLA despite her lack of prior time off and entitlement to preserve paid leave and benefits.

275. After delaying submission of Mulvanerty's leave records, Ursin provided inaccurate records that HR had to correct, including August and September 2024 records that failed to account for her approved reasonable accommodation. On January 23, 2025, Human Resources Manager Lidia Sanchez wrote to Ursin: "We reviewed the August and September 2024 leave record and noticed that Noreen was on an approved reasonable accommodation, see attached email. We will make the adjustments on our end accordingly."

276. On January 24, 2025, CUNY HR's Designation Notice confirmed approved continuous FMLA from January 25-April 19, 2025, an anticipated April 20 return, and a required Fitness for Duty Form to return. The FMLA designation notice was not provided to Mulvanerty within the requisite five-business-day period under the FMLA.

277. Mulvanerty used FMLA January 25-April 19, 2025 for provider-certified continuous incapacity, treatment, and recovery. After twelve weeks, providers recommended leave through semester's end, which Defendants approved. As set forth below, Mulvanerty requested an

accommodation, but HR required non-FMLA paperwork and approved April 20-June 4 leave without deciding her accommodation request.

278. On March 19, 2025, Mulvanerty formally emailed President Munroe her completed presidential appeal, relying on prior PRC submissions, including its validity finding. The materials submitted for presidential review included her explanations that HR had approved remote work for medical reasons and that the disputed hospital assignments conflicted with that accommodation. On information and belief, Munroe knew of her disability-related accommodation and her objections to its nonimplementation before denying the appeal: those matters were in the materials he later said he had carefully reviewed, and the PRC had already notified him that her appeal had validity.

Post-FMLA Leave/Accommodation Request and Defendants' Channeling of Mulvanerty into Non-FMLA Leave

279. On March 26, 2025, she consented to release and discussion of health information to facilitate her accommodation request.

280. On March 27, 2025, her provider signed a Health Care Provider Accommodation Assessment Form confirming continuing rest, rehabilitation, and viscosupplementation (gel) injections for severe osteoarthritis and recommending leave through Spring 2025.

281. On April 3, 2025, she signed and submitted a Reasonable Accommodation Request Form for home leave through semester's end after FMLA expired April 19, 2025.

282. She explained that pain-management treatment for severe osteoarthritis flare-ups included serial knee gel and hip-related spinal epidural injections requiring about three months' rest and rehabilitation at home through semester's end.

283. On April 4, 2025, HR representative Tammina Guillaume ("Guillaume") directed her from the purportedly wrong forms to a Non-FMLA Leave Application. The email offered

separate accommodation forms but neither treated additional leave as a possible accommodation nor decided the disability-leave accommodation request in writing.

284. In an April 6, 2025 follow-up call, Guillaume said the accommodation form applied only on return to work for accommodations such as remote work, and post-FMLA medical leave required the non-FMLA form.

285. Unlike the “Reasonable Accommodation Request Form,” the “Application for Non-FMLA Medical Leave” form mentioned neither reasonable accommodation nor its possibility.

286. Around April 11, 2025, Mulvanerty submitted the directed non-FMLA form with provider-certified incapacity and continued need for rest and rehabilitation, while she simultaneously resubmitted her accommodation form for additional unpaid leave despite contrary instructions. She expressly maintained her request for leave as a reasonable accommodation under the ADA, NYSHRL, and NYCHRL, explaining that only HR’s direction prompted the alternative form.

287. On or about April 16, 2025, at HR’s request, Mulvanerty resubmitted her provider-completed Non-FMLA Medical Leave form with corrected April 20-June 4 leave dates. Her provider certified continuing pain requiring treatment and follow-up, restrictions on prolonged walking, standing, sitting, bending, lifting over five pounds, and commuting, and about three months’ rest and rehabilitation after April 19, 2025 FMLA expiration, subject to treatment response.

288. Defendants’ April 25, 2025 Non-FMLA Medical Leave Designation Notice approved sick leave April 20-June 4, 2025, anticipated a June 5, 2025 return, and required a return Fitness for Duty Certification.

289. On April 28, 2025, Guillaume, copying Ursin, approved only non-FMLA leave through June 4 despite Mulvanerty's pending request that the same medically necessary leave be treated as an accommodation. Guillaume also acknowledged that faculty annual leave began after June 4 commencement. Mulvanerty challenges the refusal to consider and decide her accommodation leave request after repeated submissions under CUNY's return-only accommodation rule.

Final Presidential Appeal Decisions and Earlier Evidence of Disability and Retaliatory Motive

290. On May 20, 2025, Defendant Munroe said he had "carefully reviewed" her appeal, denied it, and declined to recommend her for reappointment. On or about June 3, 2025, his written reasons followed the February 21 PRC notice that her appeal had validity.

291. During her evaluation and reappointment process, Mulvanerty was told she failed because she could not attend hospital clinical in person and could not continue without doing so. Writings likewise cited inability to commit to an on-campus, hospital-based spring rotation.

292. As a result of Defendants' non-reappointment decision and Munroe's denial of her appeal, Mulvanerty's BMCC employment ended involuntarily on August 27, 2025, as Defendants failed to reappoint her for the 2025-2026 academic year. The termination followed five consecutive annual reappointments and occurred after her first disability-based remote-work accommodation, the resulting accommodation-related criticism and unsatisfactory evaluation, and her protected accommodation and leave activity.

293. The denial of Mulvanerty's sixth reappointment also derailed her tenure-track progression and prevented her anticipated consideration for tenure in spring 2025.

294. Upon information and belief, threatened job loss after the College-Wide P&B decision and discriminatory and retaliatory treatment caused or aggravated hypertension from late

2024 into January 2025, requiring medication. Her joint pain also increased, and pain-management providers advised healing and rest.

295. Threatened and actual job loss repeatedly jeopardized her sole health insurance during these medical crises.

296. She began experiencing severe abdominal pain in spring 2025. Later evaluation found substantial large-intestine inflammation and scarring, requiring resection of about 18 inches of colon in August 2025.

297. Based on gastroenterologist information, Mulvanerty alleges severe stress from threatened job and insurance loss may have contributed to or aggravated, not solely caused, gastrointestinal inflammation. Surgery caused significant pain and continuing effects.

298. From Mulvanerty's May 13, 2024 accommodation meeting, BMCC took 102 days to approve fully remote work through September 9 on August 23, 2024, and 106 days to extend approval through the fall semester on August 27, 2024. She supplied medical documentation May 21, 2024 and supplements in July and August 2024. Her accommodation request was delayed and unresolved while her longstanding lecture was reassigned and incompatible in-person hospital clinical work remained on her schedule.

299. Defendants failed to accommodate her as the paper remote accommodation approval did not produce a full remote-compliant workload. Although objections secured restoration of her lecture, Ursin refused additional remote assignments or equivalent workload credit, rejected proposed alternatives, and questioned her full-time status. The resulting shortfall and absence from onsite clinical work were then used against her in her evaluation and non-reappointment decision that followed. Her injury therefore includes, without limitation, both the preapproval scheduling consequences and the continuing failure to implement an effective full

remote workload after paper approval of her remote accommodation, not merely the time taken to issue the approval letters.

300. Mulvanerty's April 3, 2025 accommodation-leave request resulted in an April 25 non-FMLA sick-leave approval transmitted April 28, 2025, twenty-five days after her request. That leave did not resolve HR's refusal to consider her expressly requested accommodation leave or the resulting repeated-submission burden.

301. Together, the aforementioned acts endangered Mulvanerty's work, standing, benefits, and employment and were reasonably likely to deter her from engaging in protected activity.

302. Mulvanerty repeatedly supplied medical support and followed up, yet her request underwent 102 days of review and, after approval, her full remote-compatible workload remained unimplemented for at least 83 days while officials deferred responsibility, required renewed paperwork, and assigned remote or service work to other faculty. The length of those intervals, her efforts to advance the request, Defendants' administrative and assignment choices, and the availability of existing remote lectures, simulation methods, and workload arrangements support the inference that effective accommodation was unnecessarily withheld, as in the EEOC's two-month accessible-parking example, rather than delayed by necessary equipment procurement.

PLAINTIFF SEASE

Plaintiff Shavone Sease's Job Duties and Disability

303. Sease earned her GED through KCC's Continuing Education program and has worked at KCC since 1998, serving KCC and CUNY for more than twenty-seven years. She became Rooming Coordinator in 2018 and, following her 2022 reclassification, holds the CUNY

title of Higher Education Assistant, works as an Enrollment Registrar Specialist, and serves as Supervisor of Rooming within KCC's Office of the Registrar and Office of Academic Scheduling.

304. Plaintiff Sease suffers from migraines, bilateral astigmatism with presbyopia, bilateral glaucoma, anxiety, and related sensory-processing limitations that substantially limit major life activities and are exacerbated by the large, open-office environment in which Defendants required her to work and process confidential matters. With a reasonable accommodation—including remote work or a fully enclosed/private office away from the open-office environment—Plaintiff Sease could perform the essential functions of her position, which are largely computer-based, systems-based, phone-based, and document-intensive.

305. Sease also experiences visual and neurological limitations, including sensitivity to bright lights and glare, affecting prolonged visual work, visual-motion tolerance, spatial orientation, and driving under reduced-light conditions, together with dizziness and visual discomfort. She relies on a consistent, memorized driving route and familiar landmarks to maintain her orientation. Unfamiliar transportation settings, including public transportation, can cause disorientation and difficulty maintaining her sense of direction. Her treating professionals have also documented her vision difficulties, dizziness, night-driving limitations, and commuting concerns.

306. Sease performs her assigned Rooming responsibilities through electronic systems and communications, including email, telephone, and Microsoft Teams. These responsibilities include, without limitation, coordinating classroom and building assignments, scheduling rooms, reassigning classes within and between buildings when instructional spaces become unavailable or are taken offline, and processing and expediting accommodation-related classroom changes, including accessible and proximity-based room assignments for faculty and students. Sease also

evaluates classroom suitability using electronic floor plans, room photographs, room-inventory data, and information obtained through coordination with facilities staff. “Relocating classes” means electronically changing classroom assignments and communicating those changes. Her duties do not involve Sease physically moving classes, furniture, or equipment. These job duties can be performed in the same manner remotely. Mullen also sought and received Sease’s assistance with rooming and final-exam matters electronically on Saturdays and contacted her about rooming issues during acknowledged time off. For example, on May 17, 2025, Mullen forwarded a request for space for twenty-five students because of raccoon issues in T6, and Sease identified a replacement room by text.

307. Sease’s KCC Higher Education Assistant duties expressly require compliance and confidentiality in handling student, staff, and faculty information. These duties can also be performed in the same manner remotely.

308. Her title includes promoting local, state, and federal regulatory compliance and overseeing record releases under the Family Educational Rights and Privacy Act (“FERPA”) and other student-record confidentiality laws.

Sease’s Work-Based Knowledge of Recurring Accommodation Practices

309. Through her ordinary KCC duties, Sease learned of repeated denials of employees’ continued remote work accommodations following the same employees’ prior approvals or extensions, affecting multiple employees beyond named Plaintiffs. The denial decisions identified no material change in the limitations experienced by employees, their essential duties, or operations explaining the reversals.

310. Materially similar denials cited medical documentation without explaining changed outcomes. Sease also knew through her work of time-limited approvals and continued-remote

restrictions. These unexplained post-approval reversals support the pleaded broader pattern and practice of CUNY's accommodation practices.

Race and Race-Plus-Gender Discrimination

311. Sease, a Black woman, internally opposed Associate Registrar Lujan's race- and gender-based mistreatment well before KCC denied Sease's remote work reasonable accommodation request in February 2026. Defendant Lujan later supervised Sease.

312. Sease reported that Lujan earlier told her, while she wore African attire and wrapped hair, that she "looked like Aunt Jemima with [her] hair wrapped." In September 2025, after Sease appropriately declined student-worker assistance with confidential work, Lujan publicly said Sease had a "resting bitch face."

313. Previously, on December 14, 2023, Sease heard Lujan direct "Jackie Chan" and "Jet Li" stereotypes at an Asian colleague, documenting it to her union representative on December 26, 2023. This reinforced her concern about Lujan's workplace racial and ethnic stereotyping.

314. In a January 2024 meeting, KCC Registrar, Defendant Mullen, called Academic Scheduling a "well-oiled machine" with no scheduling or rooming complaints, acknowledged Sease's superior specialized rooming knowledge, and recognized continued scheduling during absences. Mullen nevertheless announced Sease and Stefan Malliet would report to Lujan, while same-title Higher Education Assistant Seanna Carter continued reporting directly to Mullen, not Lujan.

315. By January 24, 2024, Mullen had discussed Sease's concern about Lujan's earlier racial remark with union representative Peter Santiago ("Santiago"). Santiago confirmed that Sease did not seek escalation at that time, but wanted a professional, collegial, and mutually

respectful relationship with Lujan and protection against further incidents. Mullen also discussed the concern separately with Sease and Lujan in connection with the reporting change.

316. In a January 29, 2024 meeting, referencing the reporting change, Mullen said Sease was “collateral damage” because he could not rely on her “attendance wise” and twice emphasized, in sum and substance, “it’s the optics.”

317. Sease thereafter sought guidance and relief from KCC Chief Diversity Officer Lisa Khandhar (“Khandhar”). After requesting a meeting on February 11, Sease wrote to Khandhar on February 14, copying Defendant Gila Rohr (Executive Director, Human Resources) and Shaune Wallace-Bostic (“Wallace-Bostic”), Diversity Program Manager and Deputy Title IX/ADA Coordinator, and described Lujan’s prior racial remark and her concern about reporting directly to Lujan. On February 15, 2024, Khandhar asked whether Sease was alleging race-based harassment or discrimination warranting an OEO investigation. Defendants therefore had direct notice of Sease’s protected opposition.

318. On February 20, 2024, Sease explained she wanted the conduct formally documented and sought protection against further incidents, but did not then request an OEO investigation. She did not withdraw opposition to race and race-plus-gender mistreatment.

319. The January-February 2024 management and union communications, including Sease’s complaint to Khandhar, expressly warned that Lujan’s supervision would recreate a medically harmful, conflict-laden relationship. Defendants nevertheless changed reporting, predictably increasing anxiety.

320. On February 22, 2024, Rohr told Sease that for business reasons Mullen rejected Rohr’s suggestion that Sease report to Associate Registrar Maddalena Carrozzo instead of Lujan,

and that Rohr could not force the change. Rohr also discussed recommending supervisory training for Lujan and hoped she had grown since the earlier incident.

321. On April 2, 2024, Lujan expressed confidence in Sease's work, describing it as "immaculate" and "close to perfect," and saying she did not need to supervise Sease in that sense.

322. Neither Lujan nor Mullen identified deficient core scheduling or rooming performance when imposing and implementing heightened supervision on Sease.

323. At a May 2024 team meeting, Lujan questioned 4,000 rooming entries because KCC might lack even 1,500 rooms. Sease explained that entries reflected different days, hours, or assignments, not distinct rooms. Stefan Malliet, Sease's colleague, confirmed multi-day class changes could require multiple entries.

324. Lujan requested statistics she termed "more realistic." In her May 30, 2024 follow-up, Sease said her work was highly data-driven, frequently reviewed, and accurate. If directed to report lower figures, she would retain accurate personal records.

325. After hostile March-April 2024 workplace interactions with Lujan, Sease sought campus-nurse care, documented elevated vital signs and a photographed workplace pulse of 132, underwent cardiology evaluation for palpitations and tachycardia, and received ambulatory monitoring recording repeated tachycardia.

326. Sease's March 27, 2024 email to Mullen and Lujan was titled "Full Transparency." It described a Lujan interaction, resulting nurse visit, advice to rest or seek emergency-room or other physician care, and notice to Lujan. Opposing scrutiny and judgment over sick/annual leave, Sease renewed her alternative-supervision request.

Disability Accommodation and Implementation

327. Prior to the supervisory change set forth above, in January 2023, Sease requested indefinite remote work absent a small permanent office. Sease's provider materials in February 2023 described permanent need from ongoing open-office effects.

328. Her formal February 6, 2023 Reasonable Accommodation Request Form sought work from home or a smaller, enclosed, controlled office instead of the large, open A101 office, where repeated office moves had culminated and disabling symptoms arose.

329. Sease described the A101 office-triggered anxiety, dangerously high blood pressure, headaches, panic attacks, and aggravated asthma. High blood-pressure, respiratory, panic attack, headache, and sensory symptoms substantially limited breathing, concentration, and work there. Remote work would enable efficient, effective performance without serious symptoms, not reduced responsibilities.

330. Her essential Rooming responsibilities are performed via electronic systems, including computer, telephone, Coursedog, CUNYfirst, Microsoft Excel, Outlook, Microsoft Teams, and shared drives, performable anywhere with secure internet. KCC's established remote day and later a whole office remote work directive for one week while campus remained open confirmed feasibility.

331. Her February 6, 2023 submission described the condition as "Permanent" regarding permanence and accommodation duration.

332. Provider DNP Luva Reeves's February 6, 2023 Health Care Provider Accommodation Assessment Form recommended remote work for Sease from February 6 through May 7, 2023 to stabilize blood pressure, breathing, and asthma and reduce stress triggers causing dangerous physiological responses.

333. Defendants denied the detailed accommodation request to work remotely on February 8, 2023, two business days later, identifying no essential function incompatible with remote or enclosed-office work, concrete cost, or individualized hardship. After Sease spoke with HR about the denial on February 17, 2023, HR's explanation on February 23 later mischaracterized Sease's medical support as temporary painting-related air concerns, not A101's large, overstimulating setting and anxiety, blood-pressure, headache, panic, and asthma effects on her.

334. On March 14, 2023, shortly after KCC denied Sease's remote accommodation request, Mullen confirmed that other Registrar Office employees working remotely had accommodations. When Sease asked whether a coworker had a remote accommodation, Mullen replied: "I'm technically not supposed to tell you that."

335. Around March 16, 2023, in a meeting with Sease during active accommodation issues, Mullen demanded information about Sease "health wise, anything wise," stated "the optics are bad," and recounted HR's statement to Mullen: "Avery, we told y'all there's not going to be an accommodation for anything that we don't think is valid."

336. Mullen acknowledged: "The work is not my complaint," but stated that "part of the work is attendance," "Part of the work is presence," "Part of the work is being here," and "That's a part of your evaluation." He also acknowledged, "you could do your job remotely," but stated that the policy he had to follow was "we got to be here," adding: "That's just the bottom line. We have to be here."

337. Allowing one remote day, Mullen otherwise said, "you got to use a sick day." Sease answered that she had been "using sick days and actually still been doing work." He threatened that perceived attendance problems could place her under Lujan, as later occurred (as set forth above). Outside formal HR review, this linked disability absences, medical disclosure, mandatory

presence, depleted leave, evaluation, and threatened supervision changes, emphasizing whether the need was perceived as “valid” and concerns about optics instead of essential functions or effective accommodation.

Disability Retaliation and Interference and Accommodation Denial

338. On January 18, 2024, HR warned Sease that recurring disability absences could require doctors’ notes, intermittent FMLA, or discipline, and employees could not declare unscheduled remote days. Defendants framed onsite-work avoidance as attendance, leave, and disciplinary issues, not an accommodation.

339. Sease’s May 30, 2024 follow-up notes to Lujan memorialized their discussion of sick and annual leave, confidentiality, and statistics: “Self-disclosure to supervisors regarding reasons for being out sick is optional.” Citing union guidance, Sease objected to pressure on employees to disclose medical reasons for absences.

340. She also objected that Lujan’s statement that an employee “should not be in this office” could unlawfully pressure reluctant employees to disclose medical information. Lujan received this opposition before requesting a doctor’s note from Sease in August 2024 and her later attendance-warning initiative.

341. On August 28, 2024, after Sease’s third consecutive sick day, Lujan directly requested a doctor’s note from Sease, despite previously acknowledging that employees were not required to disclose reasons for sick leave.

342. After consulting Rohr, Lujan wrote to Sease on August 29, 2024 that supervisors should refer suspected attendance patterns to HR, not directly request doctors’ notes.

343. On August 28, 2024, Sease separately requested a 7:00 a.m.-3:00 p.m. schedule accommodation because visual and light-sensitivity conditions impeded safe after-dusk commuting. She expressly requested confidentiality and no disclosure to her direct supervisor.

344. That submission identified permanent low-light blurred vision, glare sensitivity, and vehicle-light halos. Certain lighting caused Sease severe headaches potentially escalating into migraines and impairing concentration and productivity. A 7:00 a.m.-3:00 p.m. schedule preserved the workday while reducing return-commute exposure.

345. On September 9, 2024, Rohr acknowledged the request and Dr. Jessica Scott's August 23 assessment. Addressing the provider's description of "difficulty driving due to glare from headlights," she wrote: "Driving does not constitute a major life activity and is not a consideration for a reasonable accommodation." She repeated that statement regarding Sease's functional limitations in her email.

346. Although Sease explained that shifted hours would reduce glare and migraine triggers while preserving productivity, Rohr continued to seek identification of affected major life activities and essential functions.

347. Dr. Karolina Kowalska's December 5, 2024 assessment recommended 7:00 a.m.-3:00 p.m. for astigmatism and dusk/night driving difficulties. On December 9, 2024, Sease explained that even predawn morning traffic and glare were more manageable than evenings. Departure at 3:00 p.m. permitted daylight return. Sease also offered temporary remote work as an alternative and to obtain further provider documentation.

348. On December 12, 2024, HR denied Sease's accommodation request to work from 7:00 a.m. to 3:00 p.m. and Rohr directed her toward intermittent FMLA from 3:00 to 5:00 p.m.

349. On or about January 7, 2025, HR subsequently approved the FMLA arrangement through March 19, 2025.

350. On April 17, 2025, after communicating directly with Sease's provider, Rohr ended or altered the prior arrangement and directed Sease to return to a full 9:00 a.m. to 5:00 p.m. schedule.

351. In October 2025, Sease reapplied for intermittent FMLA. Lujan and Mullen implemented the adjusted schedule without a written scope or end date. Sease received no written HR notice comparable to the January approval. By early February 2026, more than 100 days had elapsed since her October 23, 2025 FMLA reapplication. The January 2025 approval expressly ended March 19, 2025 and did not purport to designate the later October arrangement. The October request concerned a new period of reduced-schedule leave.

352. On March 18, 2026, Rohr stated that Sease's October request and provider certification identified March 9, 2026 as the requested end date. Sease's notice claim concerns the missing employer-issued designation and accounting information, rather than an assertion that the requested end date was absent from those submissions. This omission became significant. Defendants later invoked undesignated dates and medical language to require full hours. Sease therefore entered the February 2026 accommodation process against the backdrop of prior race and gender complaints, repeated accommodation denials, and no written HR notice confirming the scope and end date of the later schedule arrangement on which she had relied.

Student-Record, Confidentiality, and Safety Disclosures

353. Long before March 2026, Sease's FERPA and release duties prompted objections to student-worker or other unnecessary access to confidential student, accommodation, and

medical records and open A101 discussions. She opposed student-worker handling and shredding, staff-authenticated CUNYfirst access, and open-floor accommodation discussions.

354. Mullen and Lujan knew of these objections. Leadership discussed moving scanning and shredding but planned more work-study assistance instead.

355. On September 9, 2025, an untrained work-study student's first-contact exchange with an upset student escalated until security and staff intervened. Sease reasonably believed this endangered student welfare and office safety. When Lujan later asked Sease to participate as a witness in the resulting student-conduct process, Sease declined and objected that work-study students should not serve as front-line contacts because students entering the Registrar's Office often bring sensitive records and currently enrolled students should not handle fellow students' records.

356. Around 1:00 p.m. on February 3, 2026, Mullen discussed a faculty member's ADA/accommodation needs in front of about ten staff on the open floor, including some without accommodation duties. Student workers regularly worked there but were absent then.

357. Mullen and Lujan had dismissed Sease's prior open-medical-discussion objections because Registrar staff handled confidential matters.

358. She again opposed the February 3 disclosure and continuing practices involving student workers' handling confidential student records, access to CUNYfirst, and exposure to sensitive discussions in the open office.

359. This was protected opposition to practices she reasonably perceived as unlawful, including the disability-based practices.

360. She reasonably believed student-record practices violated or risked violating 20 U.S.C. § 1232g(b) and 34 C.F.R. §§ 99.30, 99.31(a)(1)(i) and (ii), and 99.33(a), governing consent, legitimate interest, access, and redisclosure.

361. She reasonably believed open discussion of employee medical/accommodation information obtained through inquiries or accommodation processes violated or risked violating 42 U.S.C. § 12112(d)(3)(B) and (4)(C) and 29 C.F.R. § 1630.14(c)(1).

362. CUNY security and record-release rules reinforced those beliefs.

363. Her reports to Mullen and Lujan gave management a reasonable opportunity to address her student-record, system-access, and open-discussion concerns.

364. Her August 28, 2024 HR accommodation request separately demanded medical confidentiality from her supervisor.

365. As noted above, on August 28, 2024, Lujan also directly asked Sease for a doctor's note even though she knew she was not allowed to do so.

366. Rohr later copied Mullen on an email in which Rohr quoted medical information about Sease, notwithstanding Sease's previously expressed concerns about the confidentiality of employee medical and accommodation information.

367. Student-worker scanning, filing, shredding, and related practices continued.

368. These disclosures fell within Sease's record-protection duties.

369. After Sease complained about disclosures and practices, Mullen and Lujan continued the practices, scrutiny, and hostile supervision, while Rohr continued leave and onsite pressure.

370. Sease opposed disclosure of her medical information outside HR and open discussion of others' disability information, alleging later retaliation. Sease's student-record and

system-access objections supply factual and work-reporting opposition distinct from disability-discrimination and medical-disclosure opposition.

February 2026 Renewed Remote Work Request and Supporting Medical Documentation

371. On or about February 4, 2026, Sease renewed a request for reasonable accommodation seeking twelve weeks' full-time remote work, February 16-May 11, to continue working without symptom-triggering conditions in A101.

372. The request identified migraines, bilateral astigmatism with presbyopia, and bilateral glaucoma causing severe sensitivity to simultaneous visual and auditory stimuli.

373. Open-office anxiety compounded physical symptoms and severely impaired detailed scheduling, accurate complex-information processing, deadlines, confidential accommodation work, and cognition during sensory overload.

374. Anxiety intensified when passing students and staff could overhear sensitive accommodation discussions.

375. Home remote work permitted light and noise control, private discussions, and effective essential-function performance without the anxiety-migraine cycle and environmental barriers impairing quality.

376. Dr. Farruque Ahmed's February 4, 2026 assessment confirmed the identified diagnoses, permanent substantial limitations, and simultaneous visual and auditory overload impeding office functions. He confirmed that an accommodation would enable performance of essential functions and recommended work from home from February 16 through May 11, 2026, twelve weeks.

377. On February 6, 2026, while the request was pending, Sease filed three EEOC class charges against CUNY, KCC, and NYC, alleging disability discrimination, failure to

accommodate, retaliation, interference, race, and race-plus-gender discrimination claims. On June 15, 2026, the EEOC issued notices of right to sue for Sease's EEOC charges.

378. On February 13, 2026, Rohr acknowledged the February 4 accommodation request and Dr. Ahmed's form and understood that office stimulation triggered migraines and anxiety impairing concentration. Nevertheless, she framed dialogue around "in the office" accommodations rather than seriously evaluating temporary remote work.

379. Rohr asked what onsite measures could enable work and what would change after May 11, 2026, suggesting only a screen filter, dimming of overhead lights, relocation within the same large outer office, or a cubicle around the existing desk.

KCC Written Physical-Presence and Remote-Work Statements

380. On February 19, 2026, HR's written denial of Sease's remote accommodation request stated: "As you know, we are not an online college, and the position you applied for was not a work from home position." HR issued the denial after Sease filed her February 2026 EEOC charges.

381. The letter cited classroom-visualization walks, Registrar participation in campus events, and stated: "Physical presence is an essential function of your job and the physical absence of full-time professional employees in the Registrar's office is taking a toll on the office, student services and college functions."

382. The letter further stated: "As a remote employee in an in-person institution, your supervisor cannot ask you to perform duties that in person staff can be asked to perform. Fully remote work accommodations are resulting in a detrimental impact on office operations."

383. It added: "There are limited duties that you are able to perform from home and limitations on which of your essential job duties can be performed when working entirely

remotely.” Fully remote employees “cannot execute the fullness of our expansion in programming” and it stated presence, engagement, and interaction were required. It identified no Sease-specific task incompatible with her proposed systems, remote phones, floor plans, photographs, or interdepartmental coordination.

384. Instead of supporting remote work, Defendants offered a screen filter, dimmed lights, a cubicle around her desk, temporary move to a shared office with a Higher Education Associate through May 11, 2026, and breaks, including four fifteen-minute lunch segments and annual leave for more.

385. The letter also offered FMLA or intermittent FMLA as medically needed.

386. The denial advised Sease of her right to appeal to ADA Coordinator Corina Lozada Smith (“Lozada Smith”) and was distributed to supervisors and campus planners to implement onsite alternatives.

387. Calling KCC “not an online college” was false or materially misleading. Its public online programs included board-approved Health Sciences A.S. materials describing online, hybrid, and in-person modalities without new facilities, library resources, or faculty.

388. KCC’s online offerings, CUNY SPS’s systemwide online role, and CUNY’s remote/hybrid operations undermined the blanket statement that KCC was “not an online college.” Sease alleges that this rationale reflected resistance to allowing employees with disabilities to access remote modalities it used for other purposes rather than individualized review of her electronic duties and medical needs.

Sease’s Prompt Appeal and Objection to Inadequate Alternatives

389. On February 23, 2026, Sease acknowledged receipt of the accommodation decision solely under protest and without prejudice for administrative compliance purposes, disputing the

decision, invoking her right to appeal, and disclaiming acceptance of the decision or waiver of her rights, remedies, or claims.

390. The accommodation denial decision and related communications were distributed to Provost Sharon Warren Cook, Asif Hussain, Mullen, Cynthia Mendola, Lujan, and Illeana Viquez, thereby placing leadership on notice of Sease's request, the denial, and her objections to the proposed alternatives.

391. On February 25, 2026, responding to the denial's temporary move to a shared office, Sease initially accepted "Option 3 (relocation from A101)" before its location and workspace were fully revealed and noted that she was ready to move. Working remotely for the week's remainder, she requested notice if no move would occur that week.

392. Rohr then revealed that "Option 3" meant that the shared-office alternative remained within the A101 space and that Sease would share space with Elba Grau through May 11, 2026. Another employee would take Sease's desk, and HR would plan to build a cubicle around her permanent outer-area desk.

393. After clarification, Sease formally opposed and declined Option 3, the shared-office proposal, on or around February 27, 2026.

394. A half-desk shared with another full-time HEO within triggering A101 provided a reduced workspace, was ineffective, and did not constitute a meaningful workplace change.

395. She declined only the ineffective and inadequate proposed shared half-desk arrangement and expressly stated that doing so did not withdraw her accommodation request.

396. In her OEO appeal to Chief Diversity Officer Corina M. Lozada Smith and Wallace-Bostic, Sease explained that her position was primarily systems- and coordination-based,

including scheduling and rooming, data entry and quality assurance, reporting, policy and process work, and cross-department coordination.

397. She stated these duties could be performed remotely during the temporary medical period through secure systems, email, phone, Zoom or Teams, shared drives, and through coordination. When room verification was needed, inventory data, floor plans, photographs, and confirmations from Campus Planning, Facilities, or Instructional Computing could temporarily be used instead of physical walkthroughs.

398. Sease offered business-hour availability, same-day responses to urgent scheduling issues, weekly updates, a dated work log, secure access, and continued confidentiality. Her appeal stated that she remained willing to engage in the interactive process and requested the medically supported twelve-week period.

399. She further explained that occasional nonessential onsite tasks could temporarily be deferred, reassigned, or remotely coordinated without impairing operations, while urgent rooming and scheduling work benefited from uninterrupted focus and stable systems access.

400. She explained that Defendants' onsite alternatives did not resolve her environmental triggers. A screen filter and dimmed lighting above her desk were insufficient. Cubicle partitions and shared or undersized A101 workstations likewise failed and did not provide comparable conditions for sustained concentration or confidential communications.

401. Sease also identified direct evidence that remote work was operationally feasible. During the week of February 24, 2026, Mullen, with Provost approval, directed the entire office to work remotely for the remainder of the week while the campus remained open and fully operational.

402. That directive showed Defendants had the infrastructure and managerial discretion to authorize remote performance of the same office functions yet denied that flexibility to Sease despite her physician-documented temporary medical need and active accommodation request. Her OEO submissions also placed Defendants on notice of her accommodation objections and related workplace concerns.

Defendants' March 2026 Onsite Proposal Was Functionally Inadequate and Pretextual

403. On March 4, 2026, Sease submitted a Supplemental Visual Evidence Memorandum in support of her OEO appeal with photographs of the proposed rolling-cart workstation behind a structural column in a shared office. The cart had a pull-out keyboard tray, minimal surface areas, and one small arm-mounted monitor, resembling a student-worker or an auxiliary equipment cart rather than a professional desk.

404. Her full-time, college-wide scheduling work required desk space for active files, dual monitors, and simultaneous paper and electronic review during departmental communications and problem-solving. The cart lacked space for those tasks and could not accommodate the equipment or materials she needed to perform her work, including a keyboard and mouse, phone, trays, binders, dual-monitor screens, locks, drawers, or storage protecting accommodation, student scheduling materials, disability-medical, and other sensitive records.

405. The room already housed Elba Grau and part-time College Assistant John. Sease's location was the least functional and was behind a column, which further reduced visibility and usable space.

406. The room lacked dimming or individual lighting control and was worse than Sease's already-dimmed workspace despite her documented migraine light sensitivity, glaucoma, and astigmatism.

407. Outside A101, part-time, nonteaching, untenured adjunct Susan Lavin occupied a dedicated F219 suite and reception area. Sease, a full-time 13.3(b) Higher Education Assistant with nearly twenty-eight years of service and an active ADA accommodation request, received a rolling cart in a shared office proposal.

408. Sease lost her private office through reassignment to A101 while Lavin retained her dedicated space despite promised relocation.

409. Defendants never meaningfully explored other documented enclosed options. On March 5, 2026, A113 had three unoccupied desks and multiple vacant private offices near the Registrar. To date, Sease has observed that multiple offices within A113 remain unoccupied.

410. On March 2, 2026, enclosed A116 remained vacant after its occupant's 2022-2023 retirement, serving only as temporary file storage. To date, Sease has observed A116 still remains unoccupied.

411. Sease was open to moving to any viable enclosed option, including spaces outside A101. Defendants offered none, proposing a makeshift cart within the same disability-aggravating environment.

412. As alternatives to large, open A101, which aggravated her anxiety, she requested from HR a smaller, quieter space, identifying Mullen's prior offer of Stefan's small office and stating that she knew of other campus two- or three-person offices.

413. On January 29, 2026, Sease told Mullen that Vice President Rios offered her space in the T2 building. Not insisting on one office, Sease conveyed she would also accept pool space, T8, or another workable location because she "just want[ed] to work."

414. When Sease asked about available A113, Mullen replied: "It doesn't matter. We need to be here. We're in the registrar's office. Everybody needs to be working in the same office."

He added: “I understand you like your quiet space. You like to be in a corner. I get it, but that’s not how it’s gonna work.”

Defendants Escalated While the Appeal Remained Pending

415. On March 9, 2026, Sease opposed the plan to build a cubicle around her workstation in writing, preserving her pending OEO appeal despite logistical cooperation. Rohr acknowledged the appeal but confirmed construction would proceed and remain even after a successful appeal.

416. Despite Sease’s written objection and pending appeal, Defendants built the cubicle March 13-16, 2026, and required Sease to occupy it immediately. Sease experienced migraines and renewed environmental stress after working in the cubicle.

417. Sease did not reject onsite accommodation merely because she preferred working at home. She explained that the screen filter and dimmed lighting had already proved insufficient because noise, foot traffic, and simultaneous visual and auditory stimulation continued to trigger migraines and anxiety and interfere with concentration. She remained willing to consider a smaller, quieter workspace, including locations outside A101, and identified specific alternatives. Nevertheless, after she objected in writing on March 9, 2026, Rohr confirmed that the proposed cubicle would be constructed despite the pending appeal. When Sease was required to use the cubicle after its construction on March 13–16, she experienced renewed migraines and environmental stress. The proposed change therefore left the identified disability-related barriers unresolved.

418. On March 17, 2026, Mullen, not HR, first informed Sease that the College regarded the October arrangement as expired on March 9, 2026 and directed her to resume a 9:00 a.m.-5:00 p.m. schedule, even without formal HR documentation.

419. On March 18, 2026, Sease's written response to Mullen and Rohr reported that she never received formal HR documentation for the 2025-2026 FMLA arrangement, employer confirmation of the end date, or fitness-for-duty instructions. She also explained she was experiencing migraines after sitting in the cubicle construction space. She noted that her accommodation request was still under appeal and she had not been medically cleared by her physician.

420. That day, Rohr called the cubicle the College's "reasonable alternate accommodation," required no fitness-for-duty form, and said a new request was needed for active intermittent FMLA permitting 3:00 p.m. departure. Rohr quoted physician language about her medical condition while copying Mullen, further supporting her retaliation and bad-faith cooperative dialogue claims and the violation of her medical privacy.

421. Sease complied with full hours in A101 while her appeal remained unresolved, without withdrawing her accommodation request or her symptoms resolving. Her later OEO writing expressly reported full hours in the identified symptom-triggering setting.

422. On March 20, 2026, Sease asked OEO for an update on her appeal. Lozada Smith said the interactive process and investigation remained ongoing, with no date certain for completion, but hoped to finish within a couple of weeks.

423. On April 23, 2026, fifty-seven days after Sease filed her appeal, Lozada Smith visited unannounced, photographed the workstation, and apologized for delay. The approximately six-week-old cubicle showed modified conditions, not those existing when she filed the appeal.

424. On May 5, 2026, Lozada Smith again apologized during the unresolved appeal and attributed the delay partly to Rohr's and Mullen's vacations and OEO's caseload.

425. Lozada Smith had not inspected the cart alternative, believing that the office it was in was closed. Sease explained it was open, occupied, and another employee used the station.

426. On May 6, 2026, Lozada Smith emailed Sease explaining that the packet size, her own, Rohr's, and Mullen's vacations or unavailability, scheduling difficulties, and unusually high Winter/Spring 2026 new and existing caseload contributed to the delay. She took "full responsibility for the delay" and anticipated a written decision within approximately one week.

427. Lozada Smith's May 6 email denied requiring updated forms to decide. She had asked whether dates were fixed or adjustable after appeal and understood Sease still sought twelve weeks, extended for appeal delay.

428. On May 14, 2026, because of the delay, Sease followed up on her pending appeal and requested review of continuing harm, available enclosed rooms, missing individualized hardship analysis, and the March 17 return to full hours directive. This was not a new request by Sease or an intended restart or basis for an extension.

429. That day, after the original May 11 end date for her accommodation passed, Lozada Smith again acknowledged Sease's accommodation request was for the duration (i.e., twelve weeks) rather than fixed dates and said OEO would consider that clarification and all appeal documents including that day's supplement. OEO understood twelve weeks remained sought, not merely expired-period relief.

430. On May 26, 2026, after this lawsuit was filed and during OEO appeal, Mullen, Lujan, and Seanna Carter ("Carter") announced another reporting change to Sease. Mullen confirmed Carter's direct supervision of Sease effective June 1 in writing.

431. On May 28, 2026, Lozada Smith said Sease's May 14 supplement continued the dialogue and prevented completion of the appeal. Sease answered on May 29 that the unresolved

appeal prompted the communication and should not justify further delay. In her response, Sease reported that she believed the new reporting change was retaliatory for her accommodation requests and her federal lawsuit.

432. Later that day, Lozada Smith closed submissions, said Registrar personnel changes did not affect the appeal, and invited a separate reporting-change retaliation complaint.

433. Mullen confirmed Carter, Registrar Manager/Higher Education Associate, would supervise Sease effective June 1, 2026. Mullen referred questions to Rohr without providing the requested chart or explaining effects on evaluations, assignments, leave approval, or discipline.

434. Carter also took over Sease's supervision of Jacqueline Handman, reducing Sease's authority without changing her title or pay. Sease also had to train Fuan Ly, a newer, lower-level employee. Before the May 26 change, Mullen and Lujan already knew of Sease's accommodation and leave activity through their direct exchanges with her and their implementation of her October 2025 FMLA schedule; Sease had also directly opposed their medical-information demands and disclosures. The loss of an existing supervisory responsibility reduced her role even though her title and pay remained unchanged.

435. On June 2, 2026, Lozada Smith transmitted President Dutch's appeal decision. The decision modified the initial February 19 denial only by adding noise-cancelling headphones and white noise as alternatives. It did not grant remote work or a private office.

436. It did not explain why A113, A116, F219, or comparable enclosed rooms could not be offered, identify essential onsite duties, or provide an individualized hardship analysis, leaving feasibility and effectiveness unresolved.

437. The one-page decision also failed to address the rolling-cart workstation, Sease's task-by-task remote work analysis, office-wide remote work during the week of February 24, her return to full hours, or her continuing symptoms in A101 (i.e., cubicle/open-office).

438. Sease had requested complete personnel and HR files on May 12, 2026, including evaluations, accommodations, FMLA, supervision, and schedules. On June 29, 2026, HR delivered eleven folders as its final production.

439. Sease identified missing organizational charts, explanations for the 2024 and 2026 supervisory changes, 2017-2026 HEO evaluations, complete OEO appeal files, 2024-2025 and 2025-2026 FMLA determinations, and remote-day approvals or later accommodation-denial explanations.

440. HR's June 29 production included only one 2024 timesheet and none for 2020 through 2023. Appointment records skipped from a Personnel Action Form ending June 30, 2021 to a March 9, 2026 form, retroactive to July 1, 2023. Her March 2023 reappointment letter was missing despite HR's promise to file it. HR later produced additional time records and the reappointment letter on August 18, 2026.

441. On July 2, 2026, Sease asked whether missing records were nonexistent, unlocatable, or withheld. Rohr acknowledged her inquiry on July 22, 2026, and said HR was investigating.

Post-Determination Renewed Accommodation Request and Continuing Implementation Failure

442. On July 2, 2026, Sease submitted a renewed reasonable accommodation request for full-remote work for at least six months. Dr. Farruque Ahmed's June 29 provider form, received July 1, again described office sensory overload from simultaneous visual/auditory stimuli. Sease's renewal explained that the headphones prevented her from hearing coworkers or supervisors

approaching or calling her name while the cubicle blocked her view of them. The headphones also left visual stimulation unaddressed.

443. Rohr acknowledged receipt without approval on July 22, 2026, asking for further onsite alternatives and relying on the cubicle, screen filter, headphones, and planned white noise, without identifying essential onsite job functions or individualized hardship.

444. White noise was one of only two June 2 additions in the appeal decision. Rohr said July 22 that fiscal-year-end purchasing delay kept it on order. About fifty days after the final determination, it was unimplemented while Sease remained in the medically identified triggering in-person setting.

445. On August 18, 2026, responding to Sease's requests for 2024-2025/2025-2026 FMLA determinations and October 2025 fitness certification, Rohr said "HR does not provide formal written determinations for FMLA" and that KCC followed the schedule and terms provided by her medical provider.

446. This described HR and KCC's practice and records.

447. No written FMLA designation preceded Sease's October 2025 reduced-schedule implementation, leaving the scope, expiration, and accounting unresolved before Sease received the March 17-18, 2026 full-hours directives. The FMLA claim concerns missing required information and resulting schedule, leave, and unauthorized-absence prejudice.

448. Rohr produced more records to Sease, reported no HR departmental charts, and cited Mullen's emails and verbal departmental-needs explanations for supervisory changes that were made. She referred appeal-file requests to OEO, attributed potentially missing historical timesheets to title, timekeeper, personnel, and system changes, attached Remote Work

Agreements, and sought clarification about Sease's request for previously permitted remote work that had subsequently been denied as a disability accommodation.

449. At 1:00 p.m. on August 21, 2026, HR's Cynthia Mendola answered Sease's August 19 request to verify all faculty accommodation approvals, attaching a Fall 2026 classroom-accommodation spreadsheet. She wrote: "Please note, permanent accommodation are no longer recognized." She had told previously accommodated faculty to submit updated documentation if accommodation remained needed. Only two had updated forms. This concerned faculty scheduling, not Sease's request.

450. On September 14, 2026, Sease supplemented her July 2 request for full-time remote work for at least six months. Dr. Robyn J. Wolintz's September 9 letter described persistent, expanded symptoms and changed her prior recommendation of two remote days per week to full-time remote work. Sease requested that the updated recommendation be considered together with Dr. Ahmed's June 29 assessment and prior functional evidence, reiterating her ability and willingness to perform her essential duties and explaining remote methods of doing so.

451. She sought interim full-remote work and identification of any essential onsite function that could not be performed remotely. Without withdrawing remote relief or conceding onsite effectiveness, she informed HR that she remained open to enclosed-office alternatives, including A116 and three rear A113 offices available March 5, 2026. She requested an interim decision, specific missing information, room-review status, and expected written-decision date within five business days. The supplement neither replaced nor withdrew her July 2 request, restarted review, nor conceded existing measures' effectiveness.

452. On September 18, 2026, Rohr acknowledged supplementation but denied interim fully remote authorization, offering sick time, FMLA, or intermittent FMLA for medical inability

to work. She identified no essential onsite function, addressed no enclosed option, explained no interim denial, and gave no timetable. Sease sought accommodated work, not substituted leave.

453. On September 23, 2026, Sease directly notified Rohr that she had filed a Second Notice of Claim concerning discrimination and retaliation. That communication reporting a filing was distinct from the September 23 mailing and service of the notice described above. This was protected activity.

454. On October 5, 2026, Sease renewed her request for interim fully remote work while her July 2 accommodation request remained pending. Among other things, she asked Rohr to identify “any particular essential function” requiring physical presence, how frequently it must be performed onsite, and why her proposed remote methods would not suffice. She also asked whether her current duties materially differed from those previously performed remotely, whether “a general remote-work or attendance rule” was being applied, and whether “an individualized disability-related exception has been considered.” Rohr responded later that same day, denying Sease’s renewed interim request by confirming that she did “not have an interim accommodation or interim authorization to work fully remotely” and again referring her to FMLA leave, without identifying any essential onsite function, addressing Sease’s essential-functions or policy-exception inquiries, explaining the denial, or deciding her underlying accommodation request.

455. As of October 16, 2026, KCC had not issued a final written determination on Sease’s July 2 renewed remote accommodation request or offered an interim work arrangement. KCC is also aware of her disability-related limitations on commuting in reduced light with exposure to bright lights, such as car headlights. Daylight saving time is scheduled to end on November 1, 2026. Despite having been advised of Sease’s commuting limitations and physician-

supported accommodation request, KCC has left her underlying accommodation request unresolved.

456. During the accommodation requests and appeals, Sease remained required to work in the environment producing the symptoms addressed by her requests. The proposed cart, partitions, and other shared-space measures did not remove the identified lighting, noise, exposure, and confidentiality problems. The later white-noise proposal was not promptly available. Sease proposed remote performance through KCC's existing electronic systems and, alternatively, available enclosed workspaces. The extended review left those proposed means of continued effective work unresolved while the identified workplace barriers persisted.

457. Defendants' repeated denials of Sease's requested accommodations, prolonged delays in resolving her requests and appeals, and failure to provide effective interim relief require her to continue working under conditions that aggravate her disabilities. Despite her ability to perform her essential duties remotely, Sease remains exposed to lighting, noise, and other sensory triggers, while proposed onsite modifications fail to address her limitations. These denials and delays prolong her symptoms, visual strain, commuting difficulties, uncertainty, and emotional distress, while directing her toward leave rather than enabling her to continue working with effective accommodations.

458. Defendants retaliated against her for requesting accommodations and opposing discriminatory treatment and medical disclosures through, without limitation, increased attendance scrutiny, threatened discipline, changes in supervision, diminished supervisory authority, enforcement of medically difficult onsite requirements, and pressure to use leave, and the retaliation continued after she filed administrative charges and pursued litigation. This retaliatory treatment further aggravated her symptoms and emotional distress, diminished her professional

responsibilities, and exposed her to potential discipline. The combined consequences of the accommodation denials, prolonged delays, and retaliation have caused emotional distress, including, without limitation, leaving her feeling emotionally exhausted and devalued after more than twenty-seven years of service, undermining her sense of safety, independence, and professional worth. She experiences particular distress from being required to process and expedite accommodation-related classroom changes for faculty and students while her own July 2, 2026 accommodation request remains unresolved.

459. Sease supplied medical documentation, pursued her appeal and interim relief, and identified alternative workspaces, yet the appeal remained unresolved for 97 days as OEO attributed delay to the packet's size, vacations, scheduling, and caseload, while she remained in the triggering A101 workspace despite review and a site inspection. Her participation, those stated reasons and the length of the delay, the continued absence of effective relief, and her demonstrated ability to perform the same duties remotely through existing CUNYfirst and Coursedog systems support a constructive-denial inference under the EEOC's five-factor analysis, analogous to its two-month accessible-parking example rather than an accommodation awaiting equipment delivery.

PLAINTIFF SULLIVAN

Plaintiff Sullivan's Disability and Request for Accommodation

460. Sullivan earned an MEd in Higher Education Administration from Baruch with honors in 2019, served as secretary of the College Senate's Affirmative Action Committee, and was selected for AACRAO's ASCEND leadership program. Sullivan served as Hostos's Enrollment Registrar Coordinator beginning on or about July 1, 2015, though he began working for Hostos on or about April 6, 2015.

461. At relevant times, Sullivan suffered from major depressive disorder, Complex Post-Traumatic Stress Disorder, and related impairments, which substantially limited sleep and concentration and impaired commuting and onsite attendance.

462. Before seeking an accommodation for his own disabilities, Sullivan had requested remote work because he lived with and cared for his medically vulnerable elderly father and feared exposing him to COVID-19. That request was denied.

463. On April 4, 2022, Sullivan opposed new time/leave criticisms in his otherwise favorable March 1, 2021-February 28, 2022 draft evaluation, explaining that the recent difficulties arose with increased Registrar onsite staffing and required office days beginning February 27, 2022.

464. On or about May 2, 2022, Sullivan requested brief fully remote work for approximately one month to address his own mental health barriers to attendance. He submitted a Reasonable Accommodation Request Form.

465. He explained remote work would preserve timely, accurate performance during mental-health assessment, processing, and treatment. He further explained that his condition impeded commuting, causing tardiness. He sought to reduce stress, anxiety, and commuting-related lateness based on his conditions while continuing to work and intended to increase individual therapy and add group therapy for trauma.

466. Mental-health providers documented and supported his remote accommodation request.

467. A July 25, 2022 Health Care Provider Accommodation Assessment Form recorded a July 20 assessment of “Borderline clinical depression” and “[d]ue to impaired sleep and low

morale, he struggles to arrive at work in a timely manner,” though “he believes that the quality of his work is not impaired.”

468. It further documented that Sullivan “complains of feelings of anxiety at the worksite” and “when traveling to worksite” and suffers “from crying spells, causing him to feel embarrassment and retreat to restroom.”

Defendants’ Inadequate Initial Accommodation Response

469. On May 6, 2022, Defendants denied Sullivan’s accommodation request and allowed only Tuesday and Thursday hours of 9:30 a.m.-5:30 p.m. instead of 9:00 a.m.-5:00 p.m. for May 5-June 5, 2022, leaving Wednesday’s 11:00 a.m.-7:00 p.m. unchanged. Some attendance improvement did not resolve his anxiety, depression, or workplace stress, which persisted without the requested remote work accommodation. That was an ineffective accommodation and denial of his brief remote accommodation request. Around this time, the Registrar and his supervisor, the Deputy Registrar, would call a same-day meeting if he arrived 15 minutes late, leaving Sullivan insufficient time to arrange for a union representative to attend.

Sullivan’s Performance Improvement Plan and FMLA Leave

470. At 4:57 p.m. on June 2, 2022, Registrar David Primak (“Primak”) emailed Sullivan an immediately effective Performance Improvement Plan (“PIP”), copying Deputy Registrar Terrence Brown (“Brown”), after the prior day’s discussion. The PIP followed his May 2022 accommodation request activity.

471. The PIP followed two consecutive “surpasses expectations” evaluations and seven years of satisfactory-to-exemplary performance. Sullivan had also previously been recommended for a promotion.

Sullivan's July 2022 Accommodation Request and Defendants' Continued Inadequate Response

472. Sullivan's approved surgical FMLA began June 21, 2022, supported by physician certification estimating incapacity June 20-July 11, 2022.

473. After surgical leave, Sullivan renewed his accommodation request on July 26, 2022, appealing the inadequate timing measure and primarily requesting remote work. His provider alternatively recommended work from home or flexible starts for three months before review.

474. On August 1, 2022, Defendants again allowed Tuesday and Thursday 9:30 rather than 9:00 a.m. starts, with thirty additional minutes upon supervisory contact, through October 31, 2022. The approval omitted the remote work he requested and did not fully address his medical needs.

Sullivan's October 2022 Accommodation Request and Discriminatory Mid-Year Evaluation

475. On October 6, 2022, Sullivan requested six months of remote work for ongoing mental-health needs from the Office of Compliance and Diversity.

476. He explained his disability still impaired attendance and that denying preventive remote work worsened his condition and workplace stress. After six remote months, his providers would reassess his ability to work onsite.

477. An October 4, 2022 letter from his psychiatric mental health nurse practitioner and his LCSW's July 25, 2022 signed assessment supported the request. On October 11, 2022, Sullivan experienced a crying spell lasting approximately twenty minutes upon arriving at work. He contacted a coworker through Teams, and the coworker helped him leave his desk, put on his coat, and arrange transportation home to work remotely. On previous occasions, he suffered crying spells up to approximately four times daily, lasting about 15 minutes, during which he would be

able to retreat to the bathroom until they subsided. The stress Sullivan experienced from required onsite attendance and heightened scrutiny aggravated his depression and PTSD symptoms, further compounding his attendance and leave difficulties. Sullivan continued seeking fully remote work to perform his duties without those onsite triggers, but Hostos denied his requests and provided only partial accommodations.

478. Sullivan's accommodation requests addressed impaired sleep, anxiety during travel and at the worksite, and crying spells requiring him to retreat to restrooms—not an inability to perform accurate work. Although a provider identified flexible starting time as a possible alternative to remote work, the limited schedule changes did not resolve the continuing symptoms. In his October 6, 2022 renewed request, Sullivan explained that the workplace difficulties remained unaddressed and his condition had worsened. His objection therefore concerned the inadequacy of the modifications as implemented, rather than Defendants' selection of an alternative to his preferred arrangement.

479. His Remote Work Agreement documented an existing CUNY hybrid schedule, not the fully remote accommodation he sought. Sullivan had successfully worked remotely during the COVID-19 pandemic and had been commended for performing additional Deputy Registrar tasks during that official's leave. Primak told Sullivan he had proposed that the office continue operating predominantly remotely, with few onsite staff, because of its successful transition during the pandemic.

Hostos Written In-Person Baseline, Leave Redirection, and Automatic Reversion

480. On October 13, 2022, Hostos wrote: "CUNY employees are currently required to work a 70% in person schedule of 3 to 4 days in person work per week in alternation. However,

as an accommodation you have been approved for a reduced in person schedule of 60% for 3 days of in person work per week, 2 days remote for 3 months from Nov 1-Jan 31, 202[3].”

481. It stated: “your essential functions include rotating front desk coverage, attending in-person workshops, training staff members, and coordinating with supervisors and colleagues, all of which require an in-person presence. In-office interaction with your supervisor (s) is also an essential function and requirement of your job.” Then: “if your difficulty concentrating and oversleeping affects your ability to perform your job, you may request FMLA leave.”

482. His written appeal emphasized disability invisibility as a disparate-treatment cause, questioned the accommodation handling, and referenced African-American race and LGBTQIA+ identity.

483. On October 26, 2022, Compliance and Diversity acknowledged these appeal allegations, opened Case No. 37-22, and expressly warned that CUNY prohibited retaliation for complaints, investigations, or discrimination/harassment opposition.

484. On October 31, 2022, Sullivan was the only employee in his office to receive a formal mid-year evaluation, his first. The virtual evaluation excluded his current supervisor and the evaluation listed his former supervisor.

485. Among other things, the evaluation pretextually criticized Sullivan for tardiness, absences, and timekeeping. Sullivan opposed unequal treatment and hypervigilant scrutiny of his workday start and end times that was not applied to coworkers performing similar duties. He was threatened with non-reappointment for failing to report his work times, called a “basic requirement.” Upon information and belief, Sullivan’s lateness did not occur daily and averaged about 15 minutes.

486. Brown and Primak denied unequal treatment and hypervigilance, and the written evaluation reported the same. On at least one occasion, Sullivan was accused of missing a required Microsoft Teams check-in despite having completed it. A colleague told him she frequently missed required check-ins, which, to his knowledge, went unaddressed.

487. The Office of Compliance and Diversity's November 2, 2022 disposition on his discrimination complaint recorded Sullivan's complaint about a non-visible disability and the accommodation process but found no discrimination. These records establish Hostos's knowledge of his opposition before later leave disputes, his EEOC filing, and non-reappointment.

488. The November 8, 2022 appeal decision provided that from November 14 through January 31, Sullivan "may work a 50% remote schedule which will be 5 in-person days during a two-week period." In-person days, flexible starts, and periodic breaks remained, but six fully remote months were denied.

489. The decision identified no individualized medical, operational, or essential-function reason for the January 31, 2023 expiration, before the requested six months elapsed.

490. The same appeal decision stated: "beginning February 1, 2023, the accommodation referenced above shall expire and Malik Sullivan's schedule shall revert back to three days in person or more based on the University policy in effect at that time."

491. This automatic reversion rested on University presence policy, not medical improvement, ineffectiveness, or undue hardship, establishing a recurring practice of short approvals followed by return to the onsite baseline method.

Sullivan's December 2022 Health Crisis and Notice to Human Resources

492. Despite the fifty-percent remote accommodation, Sullivan was hospitalized around December 1, 2022 with a severe, potentially fatal bacterial infection preventing work through January 2, 2023.

493. He also reported severe anxiety and stress from workplace conditions, accommodation restrictions, the PIP, the mid-year review, and post-accommodation request treatment.

494. In its April 20, 2023 explanation of the non-reappointment, Hostos described Sullivan's absence beginning December 1, 2022 as unauthorized and asserted that he had not supplied medical documentation despite requests. The letter invoked that absence among the reasons for standing by the non-reappointment previously communicated on March 29.

495. On December 21, 2022, Sullivan told HR that an emergency illness had kept him out since about November 30, recovery impeded email monitoring, and he had previously requested disability accommodations.

496. On December 22, 2022, HR's Herminia Reyes stated no action was needed on timesheet and leave-balance issues while he was on leave and even described his December absence as FMLA leave in an email, contradicting later AWOL or abandonment allegations. By December 21, 2022, HR thus knew an emergency illness affected his attendance and email monitoring.

Sullivan's EEOC Charge, Leave Requests, and Non-Reappointment

497. Around January 6, 2023, Sullivan filed an EEOC ADA charge alleging repeated medically supported accommodation denials, the PIP, the discriminatory mid-year review, and aggravating harassment.

498. On February 16, 2023, Hostos HR confirmed twelve weeks' New York Paid Family Leave to care for his ill father, January 3-March 27, with a March 28 return.

499. On March 15, 2023, Hostos HR informed Sullivan that the appointment year during which he took Paid Family Leave would be treated as a "bridge" and would not count toward permanent appointment eligibility under Section 13.3B, although his prior years of service would continue to count. HR identified his current reappointment period as July 1, 2021, through June 30, 2023. Sullivan understood that his next evaluation, when Hostos would determine whether to grant him permanent appointment under Section 13.3B or decline reappointment, should not have occurred until 2024. He believed Hostos instead used the bridge-year designation to facilitate his non-reappointment in 2023.

500. On March 23, 2023, Hostos HR expressly designated the January 3-March 27 family-care leave concurrently as Paid Family Leave and FMLA, expiring after twelve weeks on March 27.

501. At 5:14 p.m. on March 27, 2023, Sullivan emailed HR requesting continuous self-care FMLA from March 28, awaiting the healthcare provider form. This was also a request for a disability-based accommodation of leave. This notified HR of his need for disability-based leave.

502. Sullivan was first notified of the non-reappointment on March 29, 2023, when he received by email a letter from Hostos President Daisy Cocco De Filippis, dated March 27, 2023, terminating him by way of non-reappointment, with a last day of employment of June 30, 2023. The letter was dated on the final day of Sullivan's approved FMLA and New York Paid Family Leave, supporting the inference that it was likely prepared while he remained on protected leave. The termination also followed Sullivan's January 6, 2023 EEOC charge alleging disability discrimination. On March 16, 2023, Sullivan was informed that the EEOC had contacted Hostos

requesting a position statement in response to his charge. Furthermore, Sullivan had requested additional medical leave as FMLA leave and a disability-related accommodation on March 27, two days before the termination letter was delivered. In his March 30, 2023 email to the President requesting reasons, copied to Eugene Sohn and Greg Douros, Sullivan contemporaneously identified March 29 as the date he received the non-reappointment notice.

503. A subsequent April 20, 2023 letter purportedly explaining the reasons for his non-reappointment described Sullivan's "overall performance over the last seven years prior to March 2022" as "satisfactory" to "surpasses expectations," and his two immediately preceding evaluations as "surpasses expectations." It also stated: "However, while your past evaluations have been favorable, this has not been the case for the period beginning March 2022." That date coincided with when Sullivan's Complex PTSD manifested, his mental health deteriorated, and Defendants began denying or materially restricting his requests for remote-work accommodation.

504. The letter also acknowledged the PSC's March 31, 2023 Step One grievance and stated that "stop-the-clock" was in effect.

505. On April 6, 2023, while HR acknowledged his self-care request, it asserted FMLA exhaustion and offered non-FMLA review upon medical certification. On April 7, 2023, Sullivan reported that disrupted benefit access prevented him from seeing providers to obtain certification for his pending medical-leave request. HR attributed the system change to exhausted leave and no current approved leave and stated that it had restored coverage without a break.

506. Sullivan requested additional time to submit a certification on April 23, 2023. HR extended the deadline on April 24 to May 15, 2023. On May 24, 2023, Sullivan reported continuing symptoms, stated that he likely needed additional leave, and asked whether he needed to submit a new leave-request form.

507. Sullivan's employment terminated on June 30, 2023. He has remained unemployed since then and continues to suffer harm.

Harm and Retaliation

508. Defendants answered Sullivan's May 2 and July 26, 2022 accommodation requests on May 6 and August 1, respectively, but provided limited start-time adjustments rather than the requested remote work. His October 6, 2022 request for six months of fully remote work resulted in forty-percent remote approval October 13, seven days later, and fifty-percent remote approval November 8, thirty-three days later, effective November 14, 2022 and ending January 31, 2023. Thus, the increased remote schedule took effect thirty-nine days after the October 6 accommodation request, but the requested six-month fully remote arrangement was never granted. Although the adjustments provided some benefit, the required onsite work continued to trigger Sullivan's anxiety and crying. His allegations concern the denial of full remote work and the attendance-related scrutiny accompanying his accommodation requests.

509. Sullivan's June 2, 2022 PIP followed a May 2, 2022 accommodation request. The October 31 mid-year evaluation followed his October 6, 2022 request and the October 26 acknowledgment by the Office of Compliance and Diversity. His approximately January 6, 2023 EEOC charge preceded the non-reappointment letter delivered March 29, 2023. The March 27 FMLA self-care leave request remained pending when the non-reappointment notice was delivered.

510. Sullivan's approved family-care leave ran January 3-March 27, 2023, with HR confirmation February 16 and express FMLA designation March 23, 2023. The non-reappointment letter was dated the same day as his final approved leave day and delivered two days later.

511. Upon information and belief, Defendants' use of Sullivan's FMLA-protected leave as a negative factor in his non-reappointment was willful: the responsible officials knew that such conduct violated the FMLA or acted with reckless disregard of that prohibition. This inference is supported by Hostos HR's December 22, 2022 email describing Sullivan's December absence as FMLA leave, followed by Hostos's April 20, 2023 explanation invoking that same absence as unauthorized to justify the non-reappointment communicated on March 29, 2023. Separately, HR confirmed Sullivan's January 3–March 27, 2023 family-care leave on February 16 and expressly designated it as FMLA leave on March 23, before the non-reappointment letter dated March 27 and delivered March 29. Defendants' contemporaneous recognition of his FMLA leave, subsequent adverse reliance on an absence HR had characterized as FMLA leave, and timing of the non-reappointment together support Sullivan's allegation that the challenged retaliation and penalization of protected leave were willful within the meaning of 29 U.S.C. § 2617(c)(2).

512. Despite favorable prior evaluations and medical support for remote work, Sullivan's accommodation requests preceded the PIP, the unique mid-year review, scrutiny of his time, and non-reappointment threats. The denial of full remote work and the partial adjustments left Sullivan with onsite anxiety and crying. The April 20, 2023 non-reappointment explanation acknowledged favorable prior performance but placed deterioration alongside intensified onsite requirements, disability accommodation issues, and disability difficulties.

513. Sullivan's accommodation requests, renewals, appeal, October 2022 discrimination opposition, and January 2023 EEOC charge preceded his receipt of the non-reappointment notice on March 29, 2023. Restrictions, increased scrutiny, threats, and employment loss allegedly formed a course motivated, at least in part, by his disability and protected activity. Since his

unlawful termination, Sullivan has also been diagnosed with schizoaffective bipolar disorder and attention-deficit/hyperactivity disorder (“ADHD”).

PLAINTIFF KWONG

Background

514. Tenured English Associate Professor Kwong has served City Tech for over a decade, with appointment, promotion, teaching, and service records demonstrating sustained qualification and success. Kwong has ADHD and generalized anxiety disorder, which impair concentration and cognitive processing in high-stimulus settings. Fully asynchronous remote instruction reduces those limitations, and on April 1, 2025, he requested its continuation as a disability accommodation, as detailed below.

515. Kwong began editing the College’s writing journal, City Tech Writer, in 2018-2019 and became sole editor in fall 2019. His promotion peer report praised his major, accessible, innovative transformation of the journal.

516. Editorial work earned him teaching-load credit. On February 1, 2021, Kwong asked Provost Pamela Brown (“Brown”) to review six spring teaching-release hours, normally three per co-editor, as sole editor. Brown said planned activities justified release without an updated form. Dean Vázquez-Poritz (Defendant Vázquez-Poritz) was copied.

517. His December 21, 2021 promotion report noted 37 student evaluations averaging near the departmental mean, uniformly excellent observations, a spring 2019 online certification, and regular pre-pandemic online teaching. It described his innovative, seamless asynchronous courses as a model.

518. In January 2022, CUNY selected him to train faculty in effective video- and City Tech Writer-based online/hybrid teaching. The project lead called it important, creative, and funding-worthy.

519. On May 3, 2022, Brown sent HR Executive Director Sandra Gordon (Defendant Gordon) an approved stipend form for Kwong's faculty-development presentation concerning online learning and asked Gordon to arrange payment, copying him. Both knew the College compensated his online instruction before Gordon denied his remote teaching accommodation request in April 2025.

520. Department Chair Suzanne Miller's May 17, 2022 email to Kwong and Vázquez-Poritz, copying Brown and colleagues, said he had "taken this forum into the stratosphere." Vázquez-Poritz praised audio, text, music, animated video, and effects on student writing. Both recognized his digital editorial value before his September 2025 removal as co-editor of City Tech Writer.

521. On August 19, 2022, Defendant Miller authorized a student's medical-needs enrollment in Kwong's online ENG 1101 despite its raised cap, saying the Department would most likely open another online section.

522. Against this record of successful remote teaching and service, City Tech increasingly imposed onsite requirements and changed Kwong's teaching-load credit. The following events provide the context for his later accommodation requests and the disputes over his workload and service obligations. Years of asynchronous course development and teaching produced positive observations and student feedback, online-instruction faculty-development presentations, and a CUNY-supported online/hybrid assignment.

523. On May 9, 2023, Miller asked Kwong to observe another professor's asynchronous class, offered to arrange access, and promised one fewer fall observation upon completion.

524. On September 29, 2023, the President's Office ordered all September 30 in-person classes online for severe weather and transport difficulties, requiring prompt student notice. City Tech thus authorized conversion with about one day's notice when warranted.

525. Despite these established remote practices, on October 4, 2023, Miller rejected Kwong's offer to perform two online peer observations instead of one onsite, saying fairness required everyone to observe onsite once and directing him to seek medical accommodation if needed.

526. These onsite requirements were accompanied by changes to Kwong's editorial teaching-load credit. Immediately before spring 2024, City Tech reduced Kwong's editorial teaching release from two courses to about one and one-third despite increased work. His spring schedule was already fixed, preventing adjustment and leaving him owing about two-thirds of a course toward his yearly teaching obligation.

527. On February 29, 2024, Miller announced that all ENG 1101 and ENG 1121 first-year writing courses would be onsite the next semester. After Kwong objected, she revised this on March 1 to most ENG 1121 sections, retaining onsite ENG 1101 pending further review. Only on March 5 did she seek a working group and pass/withdrawal data by teaching format.

528. Restricting online ENG 1101 also impeded making up his teaching deficit remotely. Each section's four contact hours, despite three academic credits, would count one hour more toward his teaching obligation than three-contact-hour courses.

529. For 2024-2025, Daniel (Dan) Ryan became co-editor of City Tech Writer along with Kwong and the College restored two course exemptions, one to Ryan in fall 2024 and one to Kwong in spring 2025. Kwong's earlier deficit remained.

530. Remote participation remained an established departmental practice: the September 5, 2024 departmental minutes placed subsequent meetings that semester on Zoom.

531. Nevertheless, on October 30, 2024, Miller asserted that full-time faculty presence was essential, shaped Kwong's spring 2025 schedule, and claimed discretion without an obligation to explain assignments.

532. On November 1, 2024, Miller required spring onsite observations and meetings regardless of schedule as "a matter of equity among colleagues." Kwong asked whether she meant he violated diversity, equity, and inclusion policies. She invoked "the true definition": "the quality of being fair and impartial." He understood this as contrasting ordinary fairness with DEI equity.

533. On January 17, 2025, Miller sent an email to remind Kwong of mandatory in-person presence for the English Department's first meeting of the semester. In the same email, Miller also conditioned editorial release time on planning an in-person reception. Kwong agreed to plan the reception, but Miller later insisted that Kwong also attend and moderate the reception onsite.

Kwong Raises Safety Concerns

534. On February 4, 2025, Miller asked Kwong to move some old copies of City Tech Writer from the department's copy room, describing them as "somewhat of a fire hazard." As Miller presented health and safety as falling within her purview as chair, Kwong raised concerns about environmental conditions at the college during the February 6, 2025 departmental meeting,

which he attended in person. The next day, he emailed other department faculty about hazards associated with a boarded-up window in the student lounge he had seen during his February 6 campus visit.

535. His public SafeCityTech website and health-and-safety-failure timeline addressed faculty, staff, and student hazards. On February 7, 2025, he requested distribution of the written safety report and timeline to full- and part-time English faculty about campus-wide building safety, testing, and remediation.

536. His February 20, 2025 ICE-in-schools email continued to express department-wide health-and-safety concerns. On February 21, Kwong asked the secretary to circulate a discussion of classroom xenophobia. She forwarded it to Miller marked “FYI.” Miller then restricted the listserv to school-event promotion and meeting logistics. Upon information and belief, there is a prior instruction or understanding that Kwong’s messages require Miller’s review, supporting post-advocacy scrutiny and retaliation.

537. On February 24, 2025, Kwong warned Miller of potentially carcinogenic older lighting ballasts, missing interior testing, hazardous materials, and unsafe-removal exposure to students and employees. He opposed compelled faculty entry into conditions he believed unsafe.

538. On March 7, 2025, he warned Namm Hall faculty of possible PCB ballasts and asbestos dispersal, noting prior reports to Miller without correction.

539. On March 10, 2025, Kwong asked Provost Brown, copying Miller and Vázquez-Poritz, about ballast removal, interior testing, remaining PCB concentrations, and prior mold outbreaks. Brown reported removal of pre-1979 ballasts and referred testing questions to the Environmental Health and Safety Officer. Subsequently, Kwong discovered in July 2026 that an

environmental inspection report had identified hundreds of suspected PCB-containing ballasts in an area on the fourth floor of Namm slated for construction, as explained further below.

540. Kwong reasonably believed deficiencies involving suspected PCB/DEHP ballasts, asbestos containment, testing, monitoring, clearance, and onsite mandates violated or implicated N.Y. Lab. Law § 27-a(3)(a)(1), standards under § 27-a(4), 29 C.F.R. § 1926.1101, 12 N.Y.C.R.R. pt. 56, and 40 C.F.R. pt. 761, including §§ 761.60, 761.62, 761.65, and 761.125 where applicable, or posed substantial and specific danger.

541. His public environmental advocacy, website, and external PESH reporting warned others and sought investigation of employee and student conditions beyond his own health.

Kwong's Medical Condition

542. Kwong's ADHD and generalized anxiety disorder are disabilities under applicable law.

543. Without accommodation, they substantially limit concentrating, thinking, and working in high-stimulus settings and affect brain and neurological functions, including anxiety regulation.

544. Across three semesters, provider assessments described impaired cognition and teaching from classroom stimuli, benefits of structure, and how remote work removed anxiety-inducing stimuli, enabling job functions. They described his generalized-anxiety and ADHD accommodation needs as indefinite. In assessments dated March 31, 2025, November 15, 2025, and March 10, 2026, his healthcare provider marked the conditions "Permanent," confirmed that they substantially limited major life activities and were clinically demonstrable, and affirmed that a remote work accommodation would enable Kwong to perform essential job functions.

545. Remote teaching and electronic participation in feasible faculty duties enable him to perform essential functions. When active, Kwong's anxiety and ADHD substantially limit concentrating, thinking, and working in high-stimulus settings by causing impaired cognitive processing, heightened anxiety in response to classroom stimuli, and difficulty simultaneously monitoring a class, responding to individual students, and transitioning between timed lesson activities. Remote instruction reduces exposure to anxiety-inducing classroom and campus stimuli. Asynchronous instruction additionally addresses the simultaneous demands of monitoring a live class, responding to individual students in real time, and transitioning between timed lesson activities, which live remote instruction would not fully eliminate. During Fall 2025 and Spring 2026, Kwong performed course preparation, instruction, student communication, evaluation, grading, recordkeeping, and related service through fully asynchronous online instruction and electronic communications, while maintaining his assigned teaching and related service responsibilities. His accommodation requests sought to continue performing those responsibilities through an effective accommodation, not to be relieved of them.

Initial Accommodation Request and Appeal

546. On April 1, 2025, Kwong requested continued fully asynchronous remote teaching for fall 2025 and beyond because his conditions and accommodation needs were permanent or indefinite.

547. His provider's March 31, 2025 Health Care Provider Accommodation Assessment Form identified permanent conditions, functional effects, and remote work's reduction of anxiety-inducing stimuli enabling job functions. His provider explained: "Remote location removes heightened anxiety inducing stimuli as evidenced by clients current abilities to perform job functions." CUNY received it with the request. An accompanying letter from a second mental

healthcare provider further elaborated on his condition and also supported continued remote work: “I urge you to consider this accommodation for the sake of both Lucas’s mental and physical health, as well as his continued ability to contribute to the academic community.”

548. CUNY’s form asked whether the condition was permanent or temporary, how long a temporary condition was expected to last, and how long the accommodation was needed, emphasizing cooperative dialogue and anti-retaliation. Its recognition of permanent conditions conflicted with later claims that University rules barred indefinite accommodation.

549. During the April 7, 2025 accommodation interview, Gordon questioned Kwong about his address and dismissively asked whether he just “stay[ed] in all day” because of ADHD. He asked about whether accommodation protections extended to stalking. He then clarified that he feared future stalking, not a past incident. When Gordon sarcastically asked whether he planned to be a victim, he immediately objected and explained that his concerns stemmed from his name appearing on a right-wing website dedicated to doxxing academics deemed left-wing or liberal. Gordon defended the remark and refused to apologize.

550. On April 9, 2025, while Kwong’s accommodation request was pending, Miller, copying the dean, stated that both editors were expected to moderate the City Tech Writer reception onsite. Noting that Miller had originally required a commitment to planning an in-person reception, Kwong objected to the added obligation on the grounds of accessibility needs and uncompensated time. He pointed out that, as he had promised on his original release-time form, he had already begun co-planning the reception.

551. Later that afternoon, Kwong asked Miller to consider his undue-hardship arguments during Gordon’s anticipated HR consultation with her.

552. Later that evening, Miller expressed disappointment in response to Kwong's objection to onsite presence for the reception and said she would confer separately with Ryan about the reception, ignoring Kwong's statement indicating his involvement in its planning.

553. The following day, April 10, Miller directed Kwong to send accommodation-related communications to the Office of Faculty and Staff Relations ("OFSR") rather than her, citing their "confidential nature." Kwong defended his choice to email her, citing Gordon's April 7 statement that she would contact Miller that week. On April 11, 2025, Miller indicated receipt of Kwong's April 10 email concerning the ADA and undue hardship, writing, "Received." Miller was therefore aware of Kwong's ADA objections before Gordon denied the requested accommodation without identifying an individualized undue hardship, but Miller did not substantively address those objections. Upon information and belief, she supported the decision to deny accommodations in the absence of undue hardship.

554. Gordon denied Kwong's request for indefinite fully remote teaching on April 14, 2025.

555. Gordon's April 14 denial stated that City Tech had decided "all faculty (including those that teach on-line) are required to teach at least one in-person class commencing in the 2025/2026 academic year." It identified no individualized cost, course shortage, unperformed essential function, or hardship. It called prior online teaching "allowed" despite his having "never submitted a request to stay at home and teach since 2020."

556. The offered equipment, classroom, and transportation alternatives did not address high-stimulus exposure and his documented cognitive/anxiety barrier.

557. Requiring Kwong to monitor the class, respond to individual students, and transition between timed lesson activities simultaneously would compound his ADHD-related

processing difficulties and anxiety. Remote asynchronous instruction reduces those simultaneous demands, which special eyewear and noise-cancelling headphones do not remove.

558. On April 21, 2025, Kwong opposed disability discrimination to Miller. His April 15 complaint to Chief Diversity Officer Patricia Cody (Defendant Cody) challenged the accommodation denial, Gordon's conduct, and accommodation handling. On April 22, he followed up with Cody, seeking review outside Gordon's control.

559. On April 22, 2025, Kwong sought the same remote exemption for sincerely held Christian beliefs opposing participation in a system compelling unsafe-campus attendance, especially burdening immigrant students concerned about immigration enforcement and crowds. He also linked CUNY-commissioned inspections documenting serious mold and other hazards.

560. On April 22, 2025, Cody said that his accommodation appeal and his Gordon equal-opportunity complaint "cannot proceed at the same time since they operate from the same nucleus of operative facts." If he appealed, she would close the complaint "as withdrawn," directing "once again, it cannot be both."

561. Kwong initiated the accommodation appeal on April 23, 2025.

562. On April 23, 2025, Cody clarified that the appeal reviewed accommodation anew, not Gordon's alleged discrimination.

563. Cody, copied on the April 22 religious request, later offered to include the appeal of Defendant Humphrey's denial of that request in the disability appeal, demonstrating knowledge of both protected activities.

564. During a department meeting on May 1, 2025, Miller seemed to imply that Kwong had changed his mind about a purported prior commitment to moderate the City Tech Writer reception in person. On May 2, Kwong sent an email to Miller directly opposing her onsite

reception pressure and characterization of his refusal to moderate the reception in person, expressly connecting the treatment to his disability.

565. In Miller's May 3, 2025 reply, she accused Kwong of "often turn[ing] [his] words against [her]," citing this as a justification for not responding to his emails concerning accommodations as well as health and safety. She continued: "it's clear that the only tenable solution to your requests and inquiries is for you to have a fully remote position (including all teaching and service) at City Tech." She added: "Granting this request, as I have tried to make clear, is beyond the scope of my position as chair."

566. Miller then wrote: "Therefore, I will be requesting of the administration that all departmental communication specifically related to you be managed by either the dean's office or the provost's office." She included teaching and observation schedules, the annual evaluator, release-time requests, and "any other departmental business."

567. Later on May 3, Miller cited the Provost/Dean directive "requiring that each faculty member teach either one in-person class or two hybrid classes in the fall." Referring Kwong to those offices, she wrote: "I will not be responding to your emails until I receive further instruction from the administration." Kwong alleges that this post-request and post-complaint change, which Miller expressly linked to his accommodation and safety "requests and inquiries," isolated and retaliated against him.

568. On May 4, 2025, Provost Brown wrote: "with over 81% of sections (spring 2025) either fully in-person or hybrid, and well over 90% of our students taking classes on campus, we need our full-time faculty on campus to best meet the needs of our students." She said full-time faculty should teach "at least on[e] in-person section each semester (except for those with a medical accommodation)." In the same email, Brown cited CUNY bylaws to justify Miller's

exercise of authority, ignoring a portion of the bylaw specifying that the chair's scheduling powers entail "consultation with the department faculty."

569. On May 7, 2025, Brown reviewed Kwong's online coursework and wrote: "You have clearly demonstrated RSI." This referred to regular substantive interaction. She praised his writing-pitfalls video's clear, memorable graphics and examples.

570. On May 15 and 19, 2025, HR official Defendant Humphrey denied the religious accommodation request for remote asynchronous teaching despite acknowledging deep belief, citing departmental hardship and offering another classroom/building and possible enrollment adjustments.

571. At 5:47 p.m. on May 15, 2025, Kwong opposed Humphrey's denial as religious discrimination, requested substantial-hardship reasons, and explained why relocation failed to address his beliefs, invoking an internal appeal and his NYCHRL rights. Humphrey replied May 16, confirming receipt.

572. On May 20, 2025, Cody apologized for her delayed response, explaining that she prioritized a new Title IX investigation and three backlogged hearings Central Office scheduled that month and "did not have time for anything else." She identified competing duties, not accommodation unavailability or hardship.

573. On June 2, 2025, Kwong asked Cody to propose appeal interview dates and indicated his availability was flexible. His June 4 follow-up supplied religious materials and renewed scheduling requests, documenting cooperation before the June interview's cancellation.

574. On June 10, 2025, Cody cancelled the June 11 scheduled interview because of a dental emergency, later rescheduling it for July 10. While his appeal remained pending, CUNY maintained its accommodation denial of fully remote teaching and its onsite rules remained

operative without providing interim relief, leaving Kwong's Fall 2025 teaching arrangements uncertain.

575. On July 25 and 29, 2025, Kwong followed up with Cody about his pending appeal and sought a decision before the semester.

576. On August 12, 2025, *111 days after* the appeal began, Interim President Milton Santiago ("President Santiago") reversed the accommodation denial, permitting fully asynchronous remote fall teaching. Kwong understood the letter's lengthy reminder of nonteaching onsite duties as questioning his professional commitment.

577. Approval required sufficient enrollment in Miller-assigned courses and post-fall-2025 reassessment. Although granted before the semester, it did not cure the prior denial, preparation/service uncertainty, follow-up burdens, or recurring semester documentation requirements.

578. The implemented remote fall schedule confirmed course availability and essential-function performance without identified operational hardship, supporting feasibility but not curing the completed denial, delay, or the approval conditions.

579. Kwong then sought reconsideration of the religious denial because the implemented remote teaching arrangement showed no asserted operational hardship. Cody treated that appeal as moot without reaching its merits.

580. On September 3, 2025, Vázquez-Poritz limited his accommodation to teaching and required him to attend onsite meetings, the departmental election, and peer observations without identifying duties requiring physical presence or evaluating conferencing, remote observation, or electronic alternatives.

581. On September 4, 2025, Kwong recounted years of safety advocacy, mold, asbestos, other hazardous materials, and his pending religious appeal to Vázquez-Poritz. He declined onsite meetings and election attendance but communicated that he would appear for the observations because of the directive.

582. On September 10, 2025, Vázquez-Poritz acknowledged and referred safety concerns to the Environmental Health and Safety Officer, reaffirmed onsite observations, and communicated that he would inform Miller. On information and belief, Vázquez-Poritz communicated those concerns and the pending appeal to Miller before her September 15 editorial decision, consistent with his September 10 statement that he would inform her.

583. Entering 2025-2026, Kwong expected the previous year's City Tech Writer co-editorship allocation: Ryan's fall course exemption and his own spring exemption.

584. On September 15, 2025, in furtherance of the discrimination or retaliation, Miller transferred sole editorship to Ryan for both semesters, claiming she did so for consistency and thanking Kwong without identifying any deficiency in his work. Kwong understood "consistency" as criticism of his having planned, but not moderated onsite, the spring reception, or of his remote disability accommodation.

585. Miller sent the decision to Brown and Vázquez-Poritz at 10:59 a.m., requesting forwarding rather than notifying Kwong directly. Vázquez-Poritz forwarded it at 11:17 a.m. Miller described release-time planning for one editor, not two. Her decision negatively affected Kwong's teaching-load credit.

586. Removal deprived Kwong of a longstanding recognized service role, visibility, and access to related workload credit.

587. Meanwhile, on August 21 and 28 and September 9 and 22, 2025, Kwong followed up with Cody about the religious appeal and disability renewal, opposing further dealings with the challenged officials. On September 22, he also sought continued disability review and clarification whether prior discrimination materials required refiling.

588. On September 24, 2025, College Counsel Katherine Raymond excluded Gordon from his next request because the discrimination complaint remained unresolved, yet assigned Humphrey despite objections to his religious-accommodation handling. During their call, Kwong heard Raymond say that she “did not agree” that his complaint about Gordon’s April 7 interview statements was warranted.

589. After Kwong notified Raymond and Cody of his discrimination complaint against Humphrey and questioned his continued role, Raymond reaffirmed on October 1, 2025 that Humphrey could fairly review Kwong’s request to continue fully remote teaching as a disability accommodation and directed submission to him.

590. On October 1, 2025, Cody confirmed closing the Gordon complaint in April and required refiling through the University-Wide Discrimination and Retaliation Reporting Portal with supporting materials. She also refused to proceed with the religious appeal that semester. Her confirmation did not change the April closure date.

591. While performing required campus peer observations on October 29, 2025 despite remote teaching approval, Kwong saw possible asbestos-containment defects near the Atrium Learning Center: partially open access, thin tarp, no visible negative-pressure protection, and unclear signage. Kwong took photographs documenting the situation.

Renewed Accommodation Requests and Onsite Observations

592. In November 2025, his initial spring 2026 schedule assigned two onsite sections, requiring a renewed accommodation request despite recent presidential approval and documentation of ongoing conditions.

593. On November 5, 2025, Kwong emailed Cody and Raymond to reopen his religious accommodation appeal and objected to renewed medical verification for his Spring 2026 disability-based accommodation request given his permanent disability and recent accommodation approval. Cody requested materials for the religious appeal without addressing his objection to medical reverification. Kwong provided Cody a link to the documents that day.

594. On November 6, 2025, Kwong warned English faculty of perceived deficiencies in asbestos-abatement containment near the Atrium Learning Center and potential employee and student exposure in an email, attaching the photographs he had taken. He cited his prior hesitation to report the hazards for fear of administrative displeasure.

595. Although not copied on the November 6, 2025 email, Brown wrote an apparent response to Kwong on the evening of November 9, beginning with the admonishment that “displeasing the administration” should not be a reason for withholding health and safety concerns. While calling his concerns “justifiable,” the email noted that Kwong “took several photographs” of the area under construction. Kwong understood the message to indicate not only her awareness of his email, but also the administration’s attentiveness to his health and safety advocacy and supporting evidence, all while evading questions about occupied area containment, monitoring, and clearance concerns.

596. On November 13, 2025, Brown acknowledged faculty-wide that Kwong's October 29 asbestos-related photos suggested improper protocols, but said signage was outdated, no abatement occurred that day, and the delayed project was rescheduled for evenings.

597. On November 14, 2025, Vázquez-Poritz described reapplying for a disability accommodation each semester as policy even for permanent needs, preceding the written semester-only/no-indefinite directives.

598. On November 17, 2025, Kwong renewed his request for indefinite fully asynchronous remote teaching solely because University rules required it, with a provider form to follow. Humphrey acknowledged and awaited the form.

599. On November 18, 2025, he submitted a November 15 provider assessment again documenting permanence of his condition, substantially identical limitations, and effectiveness of remote work. Humphrey acknowledged it that day.

600. Kwong's November 20, 2025 report to Buildings and Grounds and Humphrey identified imminent Atrium Courtyard hallway hazards: gaps, billowing suggesting missing negative pressure, unsealed hose penetrations, dust, and asbestos notices. Invoking Civil Service Law Section 75-b and PESH imminent-danger protections, Kwong sought abatement confirmation, tighter containment, independent inspection and clearance, and declined duties requiring passage there pending confirmation.

601. In response to the November 20 report, Kwong received a forwarded email from John Walsh of STV, the construction general manager, whom he had not originally written. Walsh's email also copied new recipients, including College Counsel Katherine Raymond and Provost Brown. This notified both officials. Kwong perceived the expanded circulation as intimidating because it exposed his identity and report beyond his original addressees.

602. Kwong repeatedly pursued a decision on his fully remote accommodation request and his spring schedule, including a November 25, 2025 follow-up directly to Humphrey.

603. On December 1, 2025, Kwong requested a safety item for the next departmental meeting. Vázquez-Poritz confirmed notifying Miller in writing.

604. The union chapter chair's December 4, 2025 email reported counsel's invitation to meet PESH inspectors that morning regarding an asbestos complaint, which the chapter chair treated as Kwong's. This corroborated that the situation had been reported to external parties and that counsel had been apprised. While Kwong had filed the complaint anonymously, he inferred that counsel identified him because Raymond, who was copied on his November 20 report, had surmised his identity.

605. On December 10, 2025, Humphrey acknowledged unchanged disability-related circumstances, hoped to finish chair discussions that day and decide before semester's end, and requested a brief call confirming circumstances and additional considerations. That morning, Kwong offered 3:00 p.m.

606. On January 15, 2026, City Tech approved continued fully remote teaching for spring 2026 thirty-six days after Humphrey's December 10 response, after initially assigning mixed synchronous and asynchronous courses and changing the schedule again shortly before the term.

607. At 11:41 p.m. on January 15, 2026, department scheduler George Guida asked whether Kwong could and would teach ENG 2575 Technical Writing, copying Miller during accommodation-driven rescheduling.

608. On January 16, 2026, Kwong said he was unqualified to teach ENG 2575 and cited compressed preparation time, proposing ENG 2001 and later teaching-hour makeup if no added ENG 1121 section was available.

609. On January 20, 2026, President Santiago denied Kwong's religious appeal for spring and indefinitely, stating assigned classes might be onsite, and copied Cody, Brown, Vázquez-Poritz, and Miller.

610. On January 21, 2026, six days after Kwong's spring disability-based accommodation approval, Humphrey reported that the Department had modified Kwong's schedule to three fully asynchronous courses: two ENG 1121 sections and one ENG 2001.

611. The implemented fully asynchronous spring schedule again showed availability and effectiveness.

612. The loss of spring 2026 editorial release time left Kwong needing an additional teaching assignment to satisfy his workload. By the time he learned of that loss, the opportunity to request an additional fall 2025 course had passed. He taught three courses in spring 2026 and remained subject to a make-up workload requirement.

613. Kwong effectively performed essential preparation, instruction, student communication, evaluation, grading, records, and related service remotely. His fully remote fall 2025 and spring 2026 assignments, together with his colleagues' online English courses, demonstrated feasibility of remote teaching.

614. Miller's February 11, 2026 memorandum directed faculty to Academic Technologies and Online Learning for Brightspace asynchronous-observation guidance. It authorized Zoom conferences and required electronic submission of observation reports, establishing available remote methods.

615. Spring 2026 records showed at least eight faculty teaching online and one observer assigned to observe three online instructors.

616. On March 13, 2026, Kwong separately requested exemption from spring onsite peer observations. He proposed performing observations remotely rather than being excused from observation duties altogether.

617. During their March 16, 2026 discussion of Kwong's request for accommodation from in-person peer observations, Humphrey excluded financial concerns, acknowledged he had not spoken with the chair, and raised possible scheduling/reassignment difficulty without identifying existing hardship. When pressed to specify possible grounds for denying accommodations, Humphrey cited anything that might prevent the department from, in sum and substance, "dotting its i's and crossing its t's." Humphrey again did not identify an undue hardship.

618. Kwong's March 10, 2026 provider assessment confirmed that remote work removed anxiety-inducing stimuli, enabling job functions. After the March 16 discussion, Kwong forwarded Humphrey his February 18, 2026 email to Student Affairs Vice President Marling Sone about toxic materials verified in reports he had found after the start of the semester. Kwong explained that this had impacted his symptoms, renewed his safety concerns, and prompted him to seek observation accommodations.

619. On March 23, 2026 at 5:03 p.m., Kwong asked Humphrey to identify any rule requiring earlier notice of the peer-observation accommodation request or making its timing an undue hardship. Humphrey's March 24 clarification allowed requests at any time. The challenged denial followed on March 25.

620. Humphrey denied Kwong's accommodation request for an exemption from onsite observations on March 25, 2026.

621. Calling observations basic duties, the denial required one visit for two same-day, same-building classes. Air purifiers and scheduling both observations during one campus visit did not address the provider-documented limitations associated with entering the campus environment that the provider sought to avoid, failing to address the full limitation or use of existing Brightspace, Zoom, and electronic-reporting methods.

622. Humphrey offered an appeal but warned it might be too late before the March 31 observation deadline. This separate denial left only days to obtain relief.

623. Offering air purifiers, the March 25 denial expressly acknowledged Namm Hall air concerns while requiring entry for observations. Immediately after noting that the department would provide the air purifiers, Humphrey wrote, in sum and substance, “We believe this is an in-person responsibility that is reasonable and one you can fulfill.” Since Humphrey had been the only HR representative tasked with his case at that time, Kwong took the use of “we” to suggest that he had not merely consulted with the department chair but made the decision collaboratively with the chair.

624. Miller’s February 11 memorandum set report deadlines of April 27 for untenured faculty and May 15 for tenured faculty, while authorizing Brightspace, Zoom, and electronic submission of observation reports despite Humphrey’s compressed appeal warning.

625. Around March 27, 2026, just before filing this action, Kwong reviewed another onsite assignment for fall 2026.

626. Performing an onsite observation on March 30, 2026, Kwong saw construction and possible asbestos abatement at the October 2025 location without visible containment. After he took photographs, a man overseeing work followed him to a secluded campus area, described longtime DASNY work at City Tech, evaded inspection-report questions, and asked whether city

government must release air tests. Kwong understood this as suggesting DASNY or CUNY could likewise withhold results. Additionally, he evaded questions about whether the school possessed information about environmental inspectors' findings, replying in sum and substance, "It's not about what they found . . . as long as it's stable."

627. While Kwong did not know the man's identity, he observed him communicating with Walsh, who had previously received Kwong's health and safety inquiries. Upon information and belief, Walsh may have identified him as the professor raising those concerns.

Fall 2026 Remote Teaching Adjustment and Unresolved Accommodation Requests

628. After the filing of this action, Kwong requested continued remote accommodation from Humphrey on April 6, 2026 for fall's onsite assignment, citing repeated permanent/indefinite ADHD and generalized-anxiety findings, most recently documented in March 2026.

629. On April 14, 2026, Humphrey demanded another updated note explaining continued permanence and confirming no semester-to-semester change.

630. On April 17, 2026, Kwong cited prior permanent-condition certifications and demanded justification for further documentation.

631. On May 4, 2026, Humphrey wrote: "While an employee's condition may be permanent, if continuation of a previous accommodation is being requested; updated documentation must be provided. Accommodations for remote work are reviewed and considered on a semester by semester basis and are not considered and/or granted in access of this timeframe."

632. That day, Kwong opposed repeated semesterly recertification despite recent provider confirmation of permanence of his condition, expressly identifying the practice as an ADA violation.

633. Humphrey's May 4 demand quoted above required updated medical documentation to continue remote-work accommodations each semester, even for permanent conditions.

634. On May 8, 2026, Humphrey wrote: "University guidelines do not allow for approval of indefinite accommodations." He required updated notes for unchanged permanent conditions and new submissions for nonpermanent conditions.

635. The April-May 2026 repeated demands required updated medical documentation despite the November 2025 and March 2026 provider assessments already submitted to CUNY, prompting additional correspondence about renewed medical proof requirements rather than a decision on the existing information. Even when allowing a medical note/letter instead of a new assessment form, Humphrey required explanation of the condition's permanence, confirmation of unchanged circumstances from the prior semester, and another interview without identifying deficient certification or changed facts, imposing further time burdens.

636. On June 22, 2026, plans to open two online ENG 1121 sections depended on enrollment. Meanwhile, Kwong retained onsite ENG 1121 and received onsite ENG 1101 E472. Even if both online sections opened, Miller would remove ENG 1101 but retain onsite ENG 1121 alongside two online courses.

637. The June 26, 2026 fall schedule showed synchronous online ENG 1121 OL95 full at 22 students, confirming current online demand.

638. City Tech's TC2 HUB issued Kwong an Online Teaching Certificate on July 22, 2026, valid through July 22, 2029. Recertification required prior online teaching, Brightspace proficiency, six quality standards, regular substantive interaction, and modality proficiency, confirming current qualification.

639. On July 27, 2026, Kwong disclosed a newly found official 2023 environmental inspection report to Brown, Vázquez-Poritz, and facilities and safety officials. He stated it identified at least 200 assumed PCB or DEHP ballasts, apparently concentrated on Namm Hall's fourth and fifth floors where his fall onsite courses were assigned. He additionally noted that the report contradicted Brown's March 2025 assurances, to faculty whom Kwong had written concerning PCB-containing ballasts, that all such materials had been removed from Namm Hall.

640. He asked City Tech to identify affected classrooms, reconcile the report with its prior suspect-ballast-removal representation, and state whether air testing followed burnt-ballast incidents. This directly notified Vázquez-Poritz of a specific safety concern at Kwong's assigned locations. The addressees did not respond.

641. By August 26, 2026, Kwong's April 6 request to continue fully remote teaching for fall 2026 remained unapproved, while onsite ENG 1121-D480 in Namm 420C was imminent. He asked President Santiago, Brown, Humphrey, Cody, Vázquez-Poritz, and Miller to continue his previously approved fully asynchronous remote teaching accommodation pending a final decision.

642. Kwong sought a remote accommodation to preserve employment despite escalating proof burdens, delay, onsite assignments, and unresolved service and safety concerns.

643. He remained ready, willing, and able to perform full teaching and service with an accommodation of location and format, not leave, reduced workload, or eliminated duties. He expressly sought continued employment without resignation, abandonment, or work refusal.

644. The March 10, 2026 assessment already held by Humphrey and Cody explained how remote work removed anxiety stimuli and enabled cognition and teaching. Kwong's August 26 request reiterated that support and sought interim fully asynchronous teaching and remote observations, meetings, and service pending review.

645. He explained that onsite teaching would trigger documented cognitive/anxiety effects while he remained available remotely, opposing characterization as unauthorized absence, abandonment, insubordination, resignation, or refusal. If remote authority was withheld, he requested coverage, cancellation, or rescheduling and College notice to students to avoid disadvantage.

646. He also renewed Namm Hall and other teaching/observation-location safety concerns. He asked what investigation and testing had been performed, whether suspect materials remained, what remediation had occurred, and whether areas had been professionally cleared for occupancy.

647. At 1:51 p.m. on August 27, 2026, Interim Dean Miller replaced onsite ENG 1121 with needed ENG 1101 combining weekly synchronous Zoom or similar meetings and asynchronous instruction. Though termed “hybrid,” both components were remote. She said pure asynchrony was unavailable but the course “would be beneficial to the department.” She requested receipt confirmation.

648. At 1:55 p.m., four minutes later, Brown replied: “This is an adjustment due to your pending appeal for an accommodation.” Copying President Santiago, Humphrey, Cody, and Vázquez-Poritz, she linked the change to the still-pending appeal.

649. The replacement came 143 days after his April 6 accommodation request and one day after urgent notice, as the first onsite class approached despite prior successful remote work.

650. The August 27 reassignment allowed Kwong to teach ENG 1101 remotely. Miller and Brown left his requests for remote observations, meetings, and service unresolved, without identifying onsite requirements or considering alternatives.

651. Neither official withdrew semester-only/no-indefinite rules or permanent-condition documentation requirements or authorized an accommodation beyond fall 2026. In fact, although Kwong received a remote teaching reassignment on August 27, 2026, his April 6, 2026 request for continued remote-work accommodation had not been fully resolved. Provost Brown characterized the reassignment as “an adjustment due to your pending appeal for an accommodation,” while his broader accommodation requests concerning remote observations, meetings, and service responsibilities remained unresolved.

652. On September 16, 2026, Kwong requested remote fall observations and other instructor accommodations from Cody and Humphrey, citing sufficient existing documentation. Referring to the belated accommodation denial in March 2026, Kwong wrote, “I am raising the issue now to avoid a repeat of that situation and to allow time for a determination, any necessary review, and implementation.” In the same email, Kwong wrote that if observations were not already covered by the existing accommodations arrangement, to “please treat this email as an express request for that accommodation.” Recounting his March 30 conversation with an unknown construction supervisor, he also asked HR to identify the man who followed him and discussed safety.

653. In their responses, neither Cody nor Humphrey answered that inquiry. Cody’s sole response to the thread was to state that accommodation-related matters were not her responsibility. On September 16 and 18, 2026, Humphrey demanded either a new request or updated information for Spring 2027, ignoring the present inquiries about Fall 2026 observations. On September 23, 2026, in addition to restating his question about “what specific kind of information the school needs that was not covered in my March 2026 request,” Kwong wrote, “I would like to point out that I have been making a request pertaining to Fall 2026 peer observations. Does this mean that

the need for further documentation is no longer necessary?” In his reply on September 24, 2026, Humphrey again failed to address Kwong’s express request for a Fall 2026 observation accommodation or identify what additional documentation HR required, instead relying on the fact that Kwong’s March 2026 request addressed Spring 2026 and insisting that he submit updated accommodation forms for the current academic year. Kwong considered this a deliberate attempt to foreclose any conversation about obtaining accommodations during the present semester.

654. At 8:00 a.m. on September 21, 2026, Kwong asked Chair Patrick Corbett (Defendant Corbett) for online observations or live remote access, acknowledging the three-observation minimum and identifying five online instructors. Citing accommodation and safety needs, Kwong offered remote completion and dialogue, requesting reasons if unavailable.

655. At 10:40 a.m., Corbett stated that general counsel had informed him that Kwong had no Fall 2026 accommodations: “Therefore, no accommodation discussion will take place.” Copying Humphrey, Gordon, and Miller, he directed accommodation questions to Humphrey and instructed Kwong to schedule required peer observations promptly. Corbett did not address Kwong’s request to observe online classes remotely or through live access or explain why onsite attendance was necessary. Kwong sought accommodation in performing his observations, not exemption from them. Corbett’s statement reflected his categorical refusal to engage in a cooperative dialogue or interactive process concerning Kwong’s requested accommodation for performing his required observations.

656. Because Corbett said Kwong lacked prior HR accommodation approval, he refused to discuss remote observation alternatives but still required onsite observations. Kwong’s existing remote teaching arrangement left accommodations for other service duties unresolved.

657. Kwong challenged documentation demands on September 23, 2026. Humphrey replied September 24 that his March request concerned “exclusion from peer observations for Spring 2026 observations only” and demanded updated forms. That description omitted that Kwong had proposed performing observations remotely, not being excused from them altogether. On September 25, Kwong said his limitations were unchanged and his current request covered teaching, meetings, and observations.

658. On September 28, 2026, Humphrey said current-year accommodation forms need not be updated until the following academic year if still necessary but required updated documents before exploring his accommodation request for remote observations for fall 2026. Kwong had asked what information was missing from his existing documentation and explained that his reasons for seeking remote observations remained unchanged.

659. Between approximately September 16 and October 16, 2026, Humphrey consistently evaded questions about what kind of information Kwong’s new documentation would have to cover for his accommodation request, and initially misconstrued Kwong’s requests as solely pertaining to Spring 2027. Compounding the confusion, he then gave contradictory statements about how many times faculty were required to resubmit medical documentation each year, made an unexplained distinction between formal accommodation requests and provider-only reverification submissions, and erroneously claimed that Kwong had never submitted any formal accommodation requests regarding Spring 2026 teaching. Humphrey further claimed that including a request for observations with Kwong’s allegedly informal spring 2026 accommodation request would likely have avoided that semester’s late notice of denial and corollary effects. When presented with proof that Kwong had in fact submitted a formal accommodations request for Spring 2026, on or about October 14, 2026, Humphrey refused to correct the record, simply

reiterating, in sum and substance, “Without the reasonable accommodation forms being submitted for review, the English Department will be assigning all faculty courses for Spring 2027 that will include at least one in-person class.” A month after Kwong initiated communication with Humphrey on September 16, 2026, and less than two weeks before fall observations were due, Humphrey still had not addressed fundamental questions about the kind of documentation his office required, nor had he resolved Kwong’s accommodation concerns for Fall 2026. Humphrey has stalled, withheld critical documentation-related information, and failed to engage in an interactive process or cooperative dialogue with Kwong.

660. Guida’s September 27, 2026 “Workload Imbalance” email stated: “According to college records, you currently have a deficit of 5 credit-hours, which is supposed to be resolved by the end of this academic year.” Kwong’s requested nine spring credits would leave that balance. Guida requested a prompt choice of an additional makeup course.

661. The September 27, 2026 communication identified a five-credit-hour deficit to be made up by the end of the 2026–2027 academic year. The loss of spring 2026 editorial release time contributed to that outstanding workload obligation.

662. On September 29, 2026, Guida responded to Kwong’s request for four online Spring 2027 courses to resolve his teaching deficit. Guida said he could not schedule entirely remote teaching without an approved accommodation, which he was told Kwong lacked. Although online ENG 2001 and 1121 courses were feasible, Chair Corbett planned two onsite courses and controlled final assignments. Guida awaited responses from Kwong and Corbett before finalizing.

663. On September 30, 2026, the agenda for the following day’s English Department meeting reported that Defendant Cody had identified a substantial increase in complaints that faculty were failing to honor students’ disability accommodations and had instructed department

chairs to remind faculty that they must not require students to explain their accommodations or impose additional requirements, highlighting CUNY's broader problems with respecting disability accommodations and the stark inconsistency between its directives concerning students and its administrators' repeated accommodation denials and refusals to engage with Kwong concerning his accommodation requests as a faculty member with disabilities.

664. On or about October 13, 2026, instead of a fully remote teaching schedule, City Tech assigned Kwong to two in-person classes for Spring 2027 and two remote classes.

665. On October 14, 2026, Kwong asked City Tech to replace his two Spring 2027 in-person ENG 1101 assignments, D031 and D892 in Namm Hall, with a fully remote teaching program accommodation, while separately resolving remote Fall 2026 observations and service duties. He identified posted online sections with instructors listed as TBA, and proposed assignment exchanges or other workable alternatives. He sought individualized consideration of scheduling feasibility and any asserted onsite necessity or undue hardship, explaining that his disability accommodation was not limited to building safety concerns. That day, Defendant Cody directed his future Spring 2027 accommodation and appeal communications to Diversity Specialist Melissa Munoz during Cody's impending pre-retirement leave.

666. On October 19, 2026, Kwong followed up with Corbett, Humphrey, and Munoz about his unresolved Fall 2026 observation request and Spring 2027 remote teaching, meetings, and service. He proposed observing online classes or obtaining live remote access, with required conferences and reports completed remotely. He asked what specific information was missing from his March 2026 provider assessment, distinguished semester-specific administrative forms from repeated medical substantiation, and requested interim remote arrangements and a timely

written determination. He also expressly complained of prior failures to accommodate him and related retaliation.

667. Later on October 19, 2026, Corbett responded in an email that also copied Provost Brown, Interim Dean Miller, and Chief Counsel Gordon. In response, Corbett characterized Kwong's accommodation correspondence as "thousands of words of demands" and "argumentum ad nauseum," stated that he saw "no evidence" of Kwong's "readiness and willingness to work" except in a capacity lacking an approved accommodation, and announced that he would not respond further on the issue without an approved accommodation. Corbett did not address the proposed means of performing observations remotely. On October 20, 2026, Kwong objected that Corbett was treating his disability-related limitations and accommodation requests as laziness, complained of disability-based stereotyping and hostility, and reaffirmed his willingness to perform his duties with effective accommodation.

668. At 10:54 a.m. on October 20, 2026, Defendant Gordon, identifying herself as City Tech Chief Counsel, replied that "there is no current reasonable accommodation request on file," instructed Kwong to submit both a reasonable-accommodation request form and healthcare-assessment form to HR, and stated that, "[w]ithout an approved accommodation," he was "responsible for fulfilling the requirements of [his] faculty position, in the areas of teaching, service, and scholarship." Gordon did not address the written accommodation requests described in the preceding correspondence, the previously submitted provider assessments, the identified online-course alternatives, the unresolved Fall 2026 observation request, or the request for interim relief. She also did not acknowledge the complaint of disability discrimination in the immediately preceding email.

669. On October 21, 2026, Kwong submitted a formal complaint of disability discrimination, retaliation, and interference to Cody and Melissa Munoz concerning Chair Corbett's October 19 response to his Fall 2026 peer observation and Spring 2027 teaching accommodation requests. Kwong explained that HR had failed to clarify outstanding accommodation documentation requirements despite repeated inquiries and that he had sought Corbett's cooperation in considering interim arrangements while HR reviewed his requests. He explained that in response, Corbett characterized his communications as "thousands of words of demands" and "ongoing argumentum ad nauseum," questioned his readiness and willingness to work, and stated that he would not respond further on the issue outside an approved accommodation request. He explained that Corbett's response included the original recipients and copied Miller, Brown, and Gordon on his response.

670. Kwong communicated that Corbett's response reflected disability-based stereotyping and hostility toward his accommodation requests by portraying his efforts to perform assigned duties with accommodation as evidence of unwillingness to work. He emphasized that he had repeatedly offered to perform peer observations remotely and sought effective teaching accommodations rather than exemption from his responsibilities. Kwong further alleged that Corbett's refusal to consider departmental alternatives discouraged meaningful accommodation discussions and that his negative characterization before senior administrators was intimidating and could adversely affect his assignments, evaluations, or disciplinary treatment. Kwong requested an investigation by someone uninvolved in the challenged conduct, clarification of whether Corbett's email constituted a performance or disciplinary warning, correction of the characterization circulated to its recipients, protection against retaliation, and continued consideration of his outstanding accommodation requests independently of the investigation.

671. On October 22, 2026, Kwong emailed Gordon, copying Corbett, Miller, Brown, Munoz, and Humphrey, asking her to correct her assertion that no current accommodation request was on file. He explained that his original request covered “Fall 2025 and subsequent semesters” and his continuing requests addressed remote Fall 2026 observations and service and Spring 2027 teaching and service. He objected to repeated demands to re-prove his established permanent disability and accommodation needs despite the medical documentation already provided. He reiterated his willingness to complete necessary paperwork, discuss alternatives, and obtain focused medical clarification, asking what information was missing and why his existing documentation was insufficient. He renewed his complaint of discrimination, retaliation, and interference concerning the documentation demands, delays, and disparagement, requested an impartial reviewer, and sought interim remote observations or a deadline extension. He explained that the uncertainty had aggravated his symptoms and burdened his preparation.

672. Gordon responded that morning, copying Corbett, Miller, Brown, Munoz, and Humphrey: “You seem to be creating policy, that only applies to you. Time and time again, you have been informed that request forms are required. There are no blanket approvals. Note that the English Department as well as Human Resources has made it clear what the expectations are. There will be no further communications from myself on this topic.” Despite Kwong’s express willingness to cooperate, Gordon did not identify what information was missing from his existing medical documentation, address his discrimination complaint, or resolve his requests for interim relief and clarification.

673. Later on October 22, 2026, despite his objections to repeated medical substantiation, Kwong submitted to Humphrey a signed accommodation request form and updated letter from his treating licensed clinical social worker, followed that evening by an updated

explanatory appendix. He renewed his requests for remote observations and “indefinite 100% remote work” accommodation. The appendix explained why the previously offered eyewear, headphones, and air filtration did not effectively address his limitations and why asynchronous instruction accommodated his difficulties with sensory overload, timed lessons, and simultaneous classroom demands. Kwong cited his successful online teaching, including his most recent evaluation describing his online instruction as “outstanding.” His licensed clinical social worker explained that onsite instruction and observations aggravated Kwong’s ADHD and anxiety symptoms, that distress over campus environmental hazards had further worsened his condition, and that continued remote work was medically necessary and enabled him to fully perform his academic duties without compromising his psychological stability.

674. Kwong’s injuries were concrete and ongoing when he filed suit on March 29, 2026. His September 15, 2025 removal from the City Tech Writer editorship deprived him of the professional role and associated spring 2026 release time; the teaching approval did not restore them. The unresolved onsite-service requirements also resulted in required onsite observations in fall 2025 and the March 25, 2026 denial of remote-observation relief. His later approvals did not eliminate those injuries or the continuing workload and nonteaching-duty restrictions described above.

675. Kwong supplied provider documentation, confirmed his 2025 appeal file was complete, followed up, and participated in review, yet that appeal took 111 days, including 104 after his completeness confirmation, and his April 6, 2026 continuation request preceded even partial teaching relief by 143 days while officials invoked workload, scheduling, semester-only review, and renewed documentation for permanent limitations. His participation, those stated administrative obstacles and prolonged intervals, and nine semesters of successful remote teaching

through established courses and platforms support a constructive-denial inference analogous to the EEOC's two-month example as to unnecessary delays that impaired disability-compatible semester preparation or left work-enabling accommodation unresolved, rather than time required to obtain new equipment.

PLAINTIFF KESSLER

Qualifications, Duties, and Demonstrated Remote Feasibility

676. Kessler joined KCC's Center for eLearning on April 1, 2024, as Instructional Designer and Academic Faculty Development Manager, a Higher Education Associate. She did not supervise the Center's staff or have a formal role in determining their evaluations, work assignments, or accommodations. Dr. Loretta Brancaccio-Taras ("Brancaccio-Taras") assigned work to Kessler, Jake King, and Maria Tomarchio and performed their annual evaluations.

677. During periods when Brancaccio-Taras was unavailable, including January through approximately mid-June 2026, Kessler signed King's and Tomarchio's timesheets as Brancaccio-Taras's deputy and served as a resource for projects Brancaccio-Taras had assigned. Brancaccio-Taras continued assigning project work, performing annual evaluations, and signing Kessler's timesheets. Kessler's delegated timesheet duties did not include a formal role in those personnel decisions.

678. By late June 2026, Ryan McKinney had assumed responsibility for signing Kessler's, King's, and Tomarchio's timesheets. Kessler was not promoted to the full Higher Education Officer title or appointed to manage the merged Center. McKinney and Provost Sharon Warren Cook expressly told Kessler that she did not supervise office staff.

679. KCC reappointed her in March 2025 and again in March 2026, with her current term extending through June 2027.

680. On December 9, 2025, Kessler and Brancaccio-Taras discussed Title II accessibility issues with interim student-affairs dean Althea Maduramante. KCC Provost Sharon Warren Cook (“Warren Cook”) assigned the responsibility to Maduramante because the Office of Accessibility Services reported to her. This preceded Kessler’s accommodation request and August 2026 Warren Cook exchange.

681. On March 5, 2026, Warren Cook sought Brancaccio-Taras’s guidance on Kessler’s upcoming evaluation, stating it would be fairest for Brancaccio-Taras to evaluate Kessler because she trained Kessler and knew her work. At that time, Brancaccio-Taras had retired and was working part-time remotely. Warren Cook had met Kessler only once before, was not aware of her contributions, and was not well acquainted with her departmental role.

682. That day, Brancaccio-Taras emailed Warren Cook, copying Kessler, about digital accessible materials describing a Brightspace course with two asynchronous modules and two synchronous meetings, seeking Warren Cook’s help in encouraging faculty participation. Warren Cook responded that CUNY Academic Council recently presented Title II compliance information to provosts. Warren Cook was aware of KCC’s digital-accessibility work prior to Kessler’s accommodation request.

683. Kessler’s April 29, 2025 and April 4, 2026 annual evaluations each rated Kessler’s overall performance as “surpasses expectations.” KCC identified no deficiency before or during the accommodation process.

684. Kessler’s ordinary duties were administrative, computer-based, and digitally mediated, including instructional-design consultation, faculty support, Brightspace administration, website maintenance, documentation, and college-wide committee service. The job description used in her annual evaluations emphasized developing, assessing, and improving courses,

particularly courses offered in hybrid or online formats. It listed the same duties as the hiring advertisement but did not include an onsite designation or specify a minimum number of campus days or that her duties had to occur in person. This was the job description reviewed by Dr. Saulle and included in her accommodation package set forth below.

685. By summer 2026, Kessler handled about 77 percent of the Center’s faculty-support or instructional-design matters, with approximately 99 percent handled remotely because of faculty preference or because they themselves worked partly remotely. The preceding year Kessler conducted Zoom sessions for faculty serving about 221 participants. She designed and deployed three full-length Brightspace faculty-development courses and three Brightspace microlearning courses. These service statistics were maintained in a KCeL departmental log on Microsoft Teams, to which other department members also contributed. The log predated Kessler’s hiring. Its data were summarized in the Center’s annual report to KCC, as well as its annual reporting on professional development to CUNY.

686. She also wrote General Education Assessment and Brightspace guides and over fifty Brightspace quick guides, maintained the Center’s website, administered faculty Brightspace support, and served on two college-wide committees by presidential appointment.

687. Kessler only requested an accommodation of two additional remote days beyond the existing one that was regularly available, preserving two onsite days for tasks that genuinely required in-person presence.

688. In May 2026, KCC announced that the Center for eLearning would merge with the Center for Teaching and Learning. Provost Warren Cook publicly emphasized the importance of “synergies” and “presence.” By the time of Kessler’s accommodation request, KCC had provided

no revised job description, identified no physical office for the new center, and established no written mission or new job duties requiring additional onsite presence.

689. During the transition, Kessler was told she would report to Warren Cook, who signed her evaluation and later her timesheets. On July 21, 2026, Associate Provost Mary Dawson also identified Warren Cook as Kessler's supervisor and stated she would speak with Warren Cook about obtaining her assistance on a joint project. On July 23, 2026, Dean Colleen Davy said she understood Kessler worked in Academic Affairs under Warren Cook.

Disability, Functional Limitations, and Medical Support

690. Kessler has spinal spondylosis, spinal stenosis, arthritis, radiculopathy, chronic pain, and mobility limits. The conditions involve degenerative spinal changes, narrowing, and nerve-root compression, and substantially limit prolonged sitting, walking, concentration during severe flare-ups, and musculoskeletal/neurological functioning.

691. Columbia Rehabilitation Medicine's physician Michael F. Saulle, D.O., has treated her since about 2023. Her conditions and mobility limitations supported New York issuing her a disability parking permit.

692. Kessler's twenty-to-thirty-mile commute to work each way typically required two to four driving hours daily. Prolonged static compression and vibration aggravated her spinal condition and caused inflammatory flare-ups, muscle spasms, pain, stiffness, reduced range of motion, and impaired focus by the time she arrived onsite. Even leaving about 5:00 a.m. to reduce seated time failed, prompting Dr. Saulle's recommendation to reduce the number of days she commuted to campus.

693. Dr. Saulle recommended five or at least three remote days per week. Kessler sought the supported three-day compromise to reduce triggers while preserving two onsite days.

694. Kessler signed her reasonable accommodation request on June 30, 2026, and KCC's HR received it on July 2, 2026. Kessler's request was for two additional remote days beyond her already existing remote day, totaling three remote and two in-person days each week. Her supporting medical documentation recommended five or at a minimum three remote days and identified limitations involving prolonged sitting in a car and extended walking.

695. In Dr. Saulle's Health Care Provider Accommodation Assessment Form, dated June 26, 2026, he identified Kessler's condition as permanent, not temporary. He affirmed in Question 6 that a job modification or other work accommodation would enable Kessler to perform the position's essential functions. Dr. Saulle also provided a letter to KCC HR, dated June 30, 2026, in which he described Kessler's chronic and progressive conditions, identified her essential duties as principally administrative, managerial, and computer-based duties, and explained that reducing commuting to two days per week was medically necessary to reduce the physical toll and allow management of symptoms. He stated that Kessler could perform all essential functions effectively and productively with three remote days.

696. On July 8, 2026, Defendant Rohr (Executive Director of Human Resources) wrote: "Please note that commuting by car is not an essential function of your job," and demanded that Kessler obtain further medical documentation identifying essential functions she could not perform in the workplace, despite expressly acknowledging that her medical documentation recommended five or at least three remote days.

697. In Dr. Saulle's July 23 letter, submitted July 24, 2026, he connected commuting to impaired ergonomic positioning, cognitive endurance, and focus required for Kessler's location-independent digital administrative and managerial duties. At least three remote days would remove

the primary trigger for spinal exacerbation, maximize productive essential-function performance, and prevent further functional decline.

Predetermined Physical-Presence Criteria and Ineffective Alternatives

698. Before KCC completed its accommodation response, Associate Provost Mary Dawson told Kessler on July 21, 2026 that CUNY's return-to-work mandate precluded agreement to her requested accommodation, despite her acknowledgment that senior administrators frequently worked remotely.

699. On July 23, 2026, Dean Colleen Davy said "they" would reject remote work under CUNY's soft-policy mandates, understood by Kessler to mean CUNY and KCC leadership.

700. PSC-CUNY grievance counselor Rick Repetti contemporaneously wrote to Kessler that HR had been "overwhelmingly resistant to granting full-time remote work arrangements even with valid medical documentation" as part of "a larger CUNY initiative to get everyone back to work."

701. Kessler later opposed general institutional policies against remote work being substituted for individualized consideration of her disability and medical needs in order for her to continue working.

702. On July 30, 2026, Kessler followed up on the additional July 24 medical support submitted, requested an accommodation decision timetable and identification of missing information, and requested limited disclosure of her medical materials to those needing them.

703. On August 3, 2026, Rohr responded by offering Kessler FMLA or intermittent leave and an onsite ergonomic workstation. Rohr did not grant the requested schedule of three remote days (i.e., the two additional remote days as one remote day was already permitted).

704. The alternatives were ineffective. Leave would stop work or deplete her leave time, and the proposed onsite equipment would not prevent commute-triggered flares. Kessler sought to continue work, not to stop working.

705. Rohr's August 3 response relied on claimed needs for staff training and support involving Navigate and Slate, which duties were not in her job description or assigned, and involved software for which she lacked access or experience.

706. At a group meeting on August 3, 2026, director Ryan McKinney reported no scheduled staff training. Separately that same day, before Kessler saw Rohr's response, Kessler asked McKinney to support her accommodation request. He told her he did not know about her request and had not discussed it with Rohr. Nevertheless, he said CUNY did not support remote work and Provost Warren Cook would not approve it.

707. On August 11, 2026 at 9:20 a.m., without withdrawing her accommodation request, Kessler told Rohr she would consult her provider about the proposed alternatives and would respond further. As of August 27, 2026, KCC had neither granted the three-remote-day schedule accommodation nor issued a written final determination.

708. Separately, on August 11, 2026, in an email with Warren Cook, Kessler proposed an initiative to support faculty bringing instructional materials into Title II compliance with accessibility requirements. In response, Warren Cook instructed Kessler to stop communicating with her. Warren Cook also instructed Kessler to report to McKinney, despite Warren Cook being identified as her supervisor.

709. The failure to accommodate her prolonged commute-related triggers, aggravated pain and mobility limitations, and caused emotional distress, embarrassment, and uncertainty about her ability to work without further functional decline.

710. By September 9, 2026, while her requested accommodation remained unapproved, Kessler used leave on days when she could have worked from home but was unable to drive. She also lost working time around short medical procedures near her home when remote work would have allowed her to perform work during the remainder of the day. The failure to approve her accommodation had consequences including depletion of leave she could have preserved.

711. Kessler received three gel injections in her right knee in June and July 2026 to treat arthritis pain, including pain in the leg associated with driving. On August 13, 2026, while her accommodation request was unresolved, she received a lower-back steroid injection to address radiating pain. The injection provided only limited relief.

712. On September 9, 2026, Rohr followed up on Kessler's August 11 email about responding to proposed alternatives after consulting her provider. Kessler responded the same day and reaffirmed her July 2 accommodation request for three remote and two on-campus days each week, noting that the medical documentation supported her request and that it would only be two additional remote days because one was permitted. She explained that a break upon arrival or ergonomic chair would not prevent the aggravation that occurs on the commute, although she remained willing to discuss both. She described her ergonomically arranged home workstation and sought clarification as part of the cooperative dialogue about why two in-person days would not be sufficient to meet the operational needs of the department. She asked for confirmation about whether KCC had denied her accommodation request or was still considering it. Opposing the CUNY or KCC policy, she wrote: "To the extent a CUNY or College return-to-office policy or directive is being relied on, please provide or describe it and explain whether a disability-related exception has been considered." She requested approval to implement three remote days and two

in-person days on an interim basis and a written response on the points in her email by September 11, including a decision on interim implementation of her accommodation request.

September 10 Determination and the Alternatives Offered

713. On September 10, 2026, Rohr denied Kessler's accommodation request, 70 days after KCC received it and 48 days after KCC received her supplemental documentation.

714. In the determination, Rohr acknowledged the physical impacts on Kessler described by the physician, so KCC had notice of the connection between commuting and her ability to function onsite, and that this was not a transportation preference.

715. Rohr nevertheless declined three remote days, citing again the original job advertisement's statement that the position was onsite. Yet while Rohr repeatedly referenced it, the job description used in Kessler's annual evaluations had no such designation. Rohr also stated KCC was not an online college, and asserted departmental operations required Kessler's presence. Rohr described the existing "80/20 model" as consisting of four in-person days and one remote day weekly. Yet, as of August 1, 2025, online and hybrid sections together accounted for approximately 50.79 percent of KCC's scheduled fall 2025 class sections.³ Upon information and belief, online enrollment has reportedly increased for fall 2026. Moreover, during Kessler's tenure, KCC had permitted remote work when weather or other circumstances warranted it.

716. In the same determination, Rohr offered two remote and three onsite days temporarily through December 31, 2026. She tied that arrangement to the anticipated procurement of a supportive chair potentially taking weeks. The determination allowed one additional remote day while the chair was being obtained, below the recommended three remote days in the medical

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https://www.kbcc.cuny.edu/administration/enrollment_management/documents/2025/EM-Update-August-2025.pdf

documentation. The temporary offer also demonstrated that the job advertisement posting's onsite designation did not categorically preclude telework.

717. Rohr first offered the ergonomic workstation on August 3. Thirty-eight days later, by the September 10 determination, the delivery was still weeks away.

718. As Kessler already explained to Rohr, the chair would not address the impact her commute had on her physically, which impacted her ability to work.

719. Rohr proposed using part of Kessler's existing break on arrival, splitting lunch into two thirty-minute breaks, and annual or sick leave for additional breaks after one hour that day. Splitting lunch did not prevent the exposure. This proposal did not provide an unrestricted additional recovery period without use of accrued leave. It required Kessler to allocate her existing break time, and potentially her leave balances, to managing symptoms after completing the commute.

720. Rohr further suggested Kessler explore public transport, rideshare, or Access-a-Ride alternatives if she could not drive. The medical concern, however, included the effects of prolonged sitting and the journey itself, rather than only the physical act of driving. Rohr identified no suitability assessment or explanation that they avoided medical effects.

721. Despite Rohr's claim that Kessler's onsite work did not require extensive walking, onsite work for Kessler involved substantial walking between her car, work location, bathrooms, and functioning elevators, typically about 4,000 steps on campus days, compounded by broken elevators. The determination did not even acknowledge the walking required to reach her workplace.

722. Rohr also stated that flare-ups preventing Kessler from working were more appropriately addressed through sick time and intermittent FMLA and indicated that the

timekeeper would send her an application packet. Kessler's request sought to preserve her ability to work by reducing a recurring aggravating circumstance. Permission to be absent, which could deplete her leave, did not provide the requested opportunity to continue working.

Specific Deficiencies in the Operational Justification

723. The September 10 determination relied on the original job advertisement while also invoking supposed expanded duties associated with the newly merged Center. Yet, that was not the job description used for her annual evaluations and Kessler's job description had not been updated. Several of the activities relied on for requiring her physical presence either had not been assigned to her or were performed electronically. Rohr again mentioned Navigate or Slate, which Kessler never supported. The determination did not distinguish current from prospective job duties or explain why those two platforms would require more than two in-person days.

724. Trainings, including new trainings, were conducted online through Zoom or Brightspace.

725. Rohr cited Kessler's Brightspace-shell and interoffice work, but Kessler provided support for those shells through email and Brightspace (i.e., an online learning management system used for delivering courses and faculty training). The project to develop a template for online courses that she worked with Dawson on was also performed online.

726. Two faculty fellows directed the CUNY Beyond project identified in Rohr's determination, with fall training already scheduled to be conducted through a Brightspace shell Kessler configured. Additional campus need for this electronic project was unexplained.

727. Kessler had never worked with or been assigned to work with the Assistant Dean of Advisement, as Rohr cited. Also, creating the proposed Brightspace shell and links involved no identified in-person component.

728. KCC also claimed that faculty would require walk-in coverage assistance. The limited walk-in requests (approximately twenty-one requests) were handled primarily by Jake King in a Center lab, with Kessler called in when he could not resolve a technical issue. Kessler's learning-management-system administrative privileges enabled her to provide extensive remote technical and training support, which faculty generally preferred. KCC also has a fully staffed IT department providing remote faculty support. Kessler met with hundreds of faculty online during the prior year. Although her duties included tracking faculty help requests, professional development participation, training, and feedback to improve services, the September 10 determination identified no unmet volumes, deficient response times, or demand exceeding two campus days to support projected walk-ins or virtual-access difficulties.

729. Project meetings were rarely held onsite, and Kessler regularly collaborated with project participants remotely. No recurring meeting schedule or task justified more than two campus days for planning and discussions.

730. Staff included one full-time administrative assistant, two part-time assistants, four faculty fellows, and director McKinney. McKinney was onsite Monday-Wednesday. Rohr cited McKinney's limited availability and assistants' lack of design skills, but she failed to address that staff could connect her with faculty when she was working remotely. Kessler had regularly provided faculty support through Zoom on Fridays, during weather-related remote days, and other remote workdays. Jake King, a part-time media specialist with expertise in Adobe and materials accessibility, provided walk-in support and was onsite four days per week.

731. Rohr stated Kessler was needed to manage the center during the director's absence. Although the general CUNY Title Overview said "may supervise professional and administrative staff," McKinney and Warren Cook expressly told Kessler that she did not supervise office staff.

The determination did not identify any employee she was assigned to supervise or a management schedule requiring additional campus days. Her earlier delegation to sign coworkers' timesheets had ended, and McKinney had assumed that function before HR received her accommodation request. Kessler challenges reliance on supervisory responsibilities she did not hold or perform as a justification for restricting her requested remote-work accommodation.

732. She held the title of Higher Education Associate, not full Higher Education Officer.

733. The determination also relied on the Center's move date and emerging initiatives but gave no move date, onsite activity schedule, anticipated walk-in volume, or reason remote service and two coordinated campus days were insufficient. As of October 13, 2026, the Center had still not moved. The new merged Center planned to operate fully remotely on Fridays because so few people were on campus in the later part of the week.

734. Kessler's initial July 2026 request retained two coordinated onsite days for duties genuinely requiring campus presence and proposed remote performance of the digital instructional-design, training, support, and administrative work she already performed electronically. The denial did not identify a recurring onsite service, meeting, assigned supervisee, or unmet demand requiring her presence on more than those two days. Several activities invoked to justify additional attendance were electronic, prospective, or had not been assigned to her. The asserted need for greater presence therefore did not account for the actual duties, service volumes, and coverage arrangements she proposed.

Remote Work Practices and the Determination's Status

735. Other Center-area personnel worked remotely, including the full-time administrative assistant, who had one regular remote day. Administrative assistants in the Office of Academic Affairs were routinely permitted to move their remote day when it coincided with a

holiday or vacation. Senior administrators also exercised discretion in working remotely, as Dawson had acknowledged to Kessler. These practices demonstrated scheduling flexibility for other employees in contrast with the rigid baseline applied to Kessler's disability-accommodation request.

736. Brancaccio-Taras worked part-time remotely during early 2026 through late May 2026. Warren Cook nevertheless selected her to evaluate Kessler based on training and performance knowledge. Remote work was an existing practice within the Center before Kessler submitted her July 2026 disability accommodation request.

737. Rohr's September 10 transmittal said Cynthia Mendola would follow up with a decision for signature. The determination identified an appeal process through Lozada Smith, an attorney who serves as KCC's ADA Coordinator and Chief Diversity Officer.

September 2026 Appeal, Interim Assistance, and Resulting Injury

738. On September 14, 2026, Kessler requested reconsideration of the September 10 determination and asked that her email be treated as a written complaint and appeal. To address onsite coverage concerns, she proposed scheduling training and meetings on her two campus days, providing faculty support remotely by telephone or live video, and having staff help faculty connect with her or schedule appointments rather than perform instructional-design work themselves. She offered to participate in a trial of her requested three-remote-day schedule to assess availability, response times, completed assignments, scheduled in-person services, and actual coverage problems.

739. Kessler said she was not declining the temporary extra remote day or equipment-selection participation and maintained her request for three remote/two campus days with full

hours and workload. On September 14, 2026, Lozada Smith acknowledged the appeal and said she would contact Kessler about an interview, without deciding it or approving the schedule.

740. On September 14, 2026, after Kessler appealed the September 10 determination that morning, HR circulated Rohr's signed decision to Kessler, Warren Cook, and Viquez for acknowledgment. It repeated temporary remote relief, chair and break alternatives, and delayed accommodation implementation contacts.

741. On September 15, 2026, Kessler wrote Rohr, copying Lozada Smith, with the subject "Acknowledging receipt only," reiterating her pending accommodation request on appeal. The same day, Rohr confirmed that the appeal was under Lozada Smith's office.

742. On September 16, 2026, Kessler proposed Thursdays to McKinney for the temporary additional remote day and offered Monday or Tuesday for the following week if Thursday posed operational issues. She reserved Wednesday for the Chairs' meeting.

743. By September 17, seventy-seven days had elapsed since HR received her initial accommodation request.

744. On September 22, 2026, Kessler notified Rohr by email that she had filed a notice of claim alleging discrimination and retaliation in accommodation processing. Her communication reporting a filing was distinct from the September 23 mailing and service of the notice described above.

745. On September 30, 2026, Lozada Smith emailed Kessler late in the afternoon requesting an interview the following day concerning her pending accommodation appeal. Kessler responded that she would consult with her attorney regarding the proposed interview.

746. On October 7, 2026, Lozada Smith again requested an interview. Kessler responded that she believed she was entitled to have a representative present, that Lozada Smith had not

advised her of that possibility, and that she was concerned about being interviewed by an attorney she understood to be employed by the College. Kessler offered to answer additional questions in writing. Lozada Smith responded by discussing collective bargaining, disputing Kessler's characterization of her attorney role, and stating that she could make a determination without interviewing Kessler, although she had hoped the interview would provide additional narrative information.

747. On October 8, 2026, while her accommodation appeal remained pending, Kessler applied to join CUNY's Catastrophic Sick Leave Bank. Cynthia Mendola told her to submit an application when enrollment opened in November. After Kessler cited the form's October enrollment period, Mendola acknowledged the discrepancy and, copying Rohr, explained that CUNY Central Office had used November since 2023.

748. On or about October 9, 2026, Dr. Saulle, who treats Kessler for her "severe spinal stenosis with neurogenic claudication," requested a reasonable accommodation "[d]ue to the severity of her symptoms and direct impact on her functional abilities." Specifically, Dr. Saulle recommended that "she work remote 5 days per week as she is intolerant of her commute and daily activities due to her severe spinal stenosis, which limits simple standing and walking." He further stated: "It is my medical opinion that this level of accom[m]odation will allow her to fulfill her job responsibilities without inciting unnecessary pain and suffering." In a separate letter, dated October 9, 2026, Dr. Saulle also stated that he did not recommend that Kessler "sit for extended periods of time and would benefit from an ergonomic work station set up, including an adjustable (sit to stand) desk and ergonomic chair." He then detailed what such a typical setup consists of.

749. By October 13, 2026, Kessler still had not received Rohr's promised timekeeper report and had instead been directed to the HEO portal for her leave balances, which employees

are told is never up to date. She also had not received functioning FMLA forms. On October 8, 2026, after Kessler sent Rohr a screenshot showing the problem with the forms, Rohr said the Associate Vice President for Information Technology had been informed and someone would check her computer. No one had done so by October 13, 2026.

750. On or about October 19, 2026, Kessler informed Rohr that her October 12 submission of two updated medical letters from Dr. Saulle supported a new accommodation request, separate from her pending appeal, and reattached both letters for consideration. She explained that her worsening condition now required five remote workdays per week, rather than the three-day hybrid schedule she had previously offered as a compromise despite Dr. Saulle's recommendation for fully remote work.

751. Kessler reiterated that onsite ergonomic equipment, additional breaks, and alternative transportation would not adequately address the disability-related aggravation caused by her commute. She requested fully remote work while her updated request and appeal were considered and asked KCC to identify any essential duties requiring onsite presence and explain why they could not be performed remotely. She reaffirmed her willingness to engage in the accommodation process and continue performing her full work schedule rather than take leave.

752. On October 20, 2026, Rohr acknowledged both physician letters but stated that a new request required a complete application packet, including an updated Health Care Provider form, without identifying particular functional information missing from the letters. She also stated that the College could not grant five remote days while Kessler's appeal remained pending, maintained the temporary two-day remote arrangement through December 31, and again relied on the position's onsite designation. Rohr subsequently asked Kessler to confirm whether her current

office had a computer, external keyboard, and mouse. These equipment inquiries did not address the separate commute-related aggravation identified in Kessler's updated request.

753. Also on October 20, 2026, while Kessler was on sick leave, Ryan McKinney notified her of an office relocation scheduled for the next day and offered assistance because her office was not fully packed. Kessler alleges she was held to a more stringent standard because another employee's repeated refusals to relocate had delayed the move for weeks, whereas she was expected to relocate on one day's notice despite being on sick leave.

754. On October 19, 2026, Kessler told Rohr she was out for severe dehydration and would be out the next day for an MRI, but neither day would have required sick time had remote work been available. On October 20, Rohr responded that sick time should be used for medical appointments (MRI) or health issues (severe dehydration) during working hours even when working remotely, without addressing whether Kessler could perform her duties remotely.

755. On October 21, 2026, Kessler expressly challenged Rohr's position, explaining that her understanding was that reasonable accommodations are intended to enable employees with disabilities to continue working through adjustments to their working conditions. She explained that she could have worked remotely while dehydrated with access to hydration and a bathroom, and that her MRI was scheduled after working hours but could not be reached in time following her usual two-and-a-half- to three-hour evening commute. Kessler objected that rigid enforcement of onsite attendance without consideration of her individual disability-related needs unnecessarily forced her to use sick leave despite her ability to perform her duties remotely, which she characterized as "unnecessary and even punitive."

756. As of October 21, 2026, seventy-nine days after Rohr first suggested providing an ergonomic chair on August 3, and forty-one days after the September 10 accommodation

determination proposed purchasing one, Kessler still had not received an ergonomic chair and had purchased and supplied her own lumbar cushion. The proposed new office also remained partially under renovation and was a considerable distance from accessible parking spaces, despite her documented walking limitations.

757. On October 21, 2026, Kessler emailed Rohr an urgent supplemental accommodation request addressing the additional walking limitations associated with relocating her workstation from M386 to M101. She requested either a parking space reserved for her use within her disability-related walking limitations or authorization to work her regular schedule fully remotely, with an effective arrangement in place before she was expected to report to M101 on October 22. Kessler explained that accessible parking availability was extremely limited and that, even when a space was available, the walking required to reach M101 and return to her vehicle exceeded her tolerance. She reminded Rohr that her walking limitations were already medically documented and explained that Rohr's September 10 assertion that her essential duties did not require extensive walking failed to address access to her assigned workstation. She requested that KCC address this immediate barrier without awaiting resolution of her pending appeal.

758. Kessler explained that suitable reserved parking could address the additional walking barrier without resolving the separate effects of prolonged travel to campus, and expressly preserved her pending accommodation request for five remote-work days and her appeal. She reaffirmed her availability to perform her regular hours and duties remotely through existing systems, including Brightspace, Zoom, and email. She sought to avoid using leave during periods when she could work with an effective accommodation, while maintaining her requests for medically necessary leave when illness or treatment prevented work. Kessler requested a written response before she needed to leave for campus, an effective interim arrangement, and

identification of any particular duty requiring physical presence and why existing remote methods or another effective arrangement would not suffice. She asked Rohr to review the medical information she already submitted. She reiterated her willingness to provide appropriate clarification, consider effective alternatives, and participate in the interactive process and cooperative dialogue.

759. Kessler has suffered and continues to suffer harm, including, without limitation, the exacerbation of her condition and the taking of accrued leave when remote work was feasible.

760. After reviewing Kessler's MRI, on October 22, 2026, Dr. Saulle confirmed "severe spinal canal stenosis at the L4-5 level" as the cause of her pain. He explained that the condition is "ultimately treated with surgery," with conservative management consisting of physical therapy, medications, and, if needed, epidural steroid injections.

761. For example, pain and commuting have impaired Kessler's sleep and her ability to perform weekday household tasks and enjoy time with her family. She spends weekends recovering and limiting movement to reduce inflammation and pain, although she remains able to work remotely.

762. Kessler was employed as non-managerial staff when HR received her accommodation request on July 2, 2026 and during the ensuing review and September 10 determination. She additionally seeks to represent the Accommodation Delay Class, subject to its remaining membership requirements and the general exclusions. During the accommodation review, Kessler continued experiencing commute-triggered pain, spasms, and impaired functioning and used leave when able to work remotely but unable to drive or complete the commute. She continues to experience this harm because of KCC's denial of the accommodation. The proposed onsite chair would not prevent the commute-related aggravation of her disabilities

and symptoms. She participated in consideration of alternatives without withdrawing her accommodation request of initially three remote days and, after her condition worsened, five remote days, or conceding that the lesser relief was adequate. Her injuries include the aggravation of her disabilities and symptoms and unnecessary expenditure of leave before the accommodation decision, as well as the continuing harm caused by unmet need for reduced commuting through the accommodation KCC has failed to provide to her, even though it would not pose an undue hardship.

763. Kessler submitted her July 2 request, supplied the requested medical supplement on July 24, followed up, and proposed a measurable trial, yet the September 10 determination came 70 days after the request and 48 days after supplementation, during a process in which Rohr demanded identification of an unperformable essential function and relied on onsite-designation and attendance rationales. Her existing home workstation, predominantly digital faculty-support work, and proposed retention of two coordinated campus days made increased remote work a scheduling modification independent of the offered onsite chair, and those facts, her participation, the elapsed time, and Defendants' stated reasons and actions support an unnecessary-delay and constructive-denial inference by analogy to the EEOC's two-month example.

PLAINTIFF DERENZO

Disability and Accommodation Requests

764. DeRenzo worked at CSI as an hourly Continuing Education Teacher for approximately ten years. He sustained a work-related Achilles tendon rupture on May 1, 2025. He also suffered bilateral knee sprains, Complex Regional Pain Syndrome Type II, and back complications, including lumbar radiculopathy. These conditions caused substantial pain and limited mobility, substantially limiting the major life activities of walking and standing, and

requiring suitable seating and work locations that minimize walking. His treatment included surgery, medication, and ongoing physical therapy.

765. DeRenzo requested changes in work location and schedule, appropriate seating, and limits on walking and standing so that he could continue working. His duties included student outreach, counseling, facilitating workshops, electronic records and data entry tasks, and administrative tasks for CLIP and ALLP.

766. He supplied medical documentation supporting his accommodation request and was qualified to perform his position's essential functions with an effective reasonable accommodation.

767. CUNY knew of DeRenzo's disability-related limitations and accommodation needs before he sought an extension in August 2025. CSI's OAS had approved a fully remote accommodation in July 2025, through September 1, 2025. DeRenzo subsequently sought extensions and modifications of his remote work accommodation and effective implementation of onsite supports. He was required to recertify and provide supporting documentation, which he submitted on or about July 21, 2025. He was repeatedly required to provide updated documentation when he sought to continue his accommodations. OAS also informed DeRenzo that multiple employees from his department were involved in OAS discussions concerning his accommodation requests. Several of these employees had no apparent role in his work or the accommodation process.

Appeal Period Work Exclusions and Subsequent Treatment

768. At a virtual meeting on August 20, 2025, DeRenzo raised extending his fully remote accommodation with his supervisor, Defendant Likollari. She reacted with visible frustration, eye-rolling, and grunting. He was again required to recertify and provide updated supporting

documentation, which was submitted on or about August 21, 2025. On August 27, 2025, CSI denied the requested accommodation extension on the stated ground of undue hardship.

769. At a meeting on August 27, 2025, OAS representative Anjail Ameen-Rice (“Ameen-Rice”) told DeRenzo that he was not permitted to work during the accommodation appeal process. DeRenzo sought union assistance that day and contacted Tara Mastrangelo (“Mastrangelo”) in CSI’s Office of Diversity, Equity and Inclusion (“DEI”) on August 29 to appeal the accommodation denial and workplace concerns.

770. DeRenzo lost scheduled work time on September 2, 3, and 4, 2025 during the appeal process. He did not receive permission to return until later on September 4, 2025, when Likollari forwarded him the September 3 OAS appeal determination approving fully remote work through October 22, 2025. OAS had not provided the determination directly to him. He had sought continued work, rather than exclusion from work while the appeal was pending.

771. Beginning in September 2025, Likollari assigned DeRenzo additional database, student-outreach, and marketing responsibilities and required a daily work log. These included data entry in Xenegrade for ALLP and the Creative Exchange Program, for which DeRenzo had not previously worked, as well as ASISTS database work and CLIP/ALLP marketing. The assignments required him to learn and navigate ASISTS and Xenegrade for data entry. The additional responsibilities also included Professional Development hours not previously assigned or required and miscellaneous tasks (e.g., room booking, research, developing/conducting surveys). DeRenzo challenged the added responsibilities while continuing to pursue an accommodation. Furthermore, his in-person attendance was required even on days when no students were physically present.

772. Likollari also delayed responding to work messages from DeRenzo or left them unanswered. A delayed response to DeRenzo's September 9 message interfered with one of his assignments, and other September messages went unanswered. He followed up to obtain the information needed for his assignments. There were also changes in workplace communications as he continued to seek an accommodation, including reduced contact, absence of direct communication, conflicting directives, frequent meeting cancellations, abrupt scheduling notice, and exclusion.

773. Before his fully remote work accommodation expired on October 22, 2025, DeRenzo submitted updated medical documentation requesting an extension of a fully remote accommodation, as required.

774. On October 21, 2025, Ameen-Rice informed DeRenzo that his request to extend his fully remote work accommodation remained pending and that his department would not permit him to work under the requested accommodation while awaiting a decision. He was instructed to use sick leave in the interim. She also relayed departmental complaints about alleged work errors. DeRenzo lost scheduled work time on October 22 and 23, although his existing fully remote accommodation remained approved through October 22. The absences depleted his sick leave, and CSI later notified him that five hours on October 23 would be unpaid for that pay period because his leave balance was insufficient. On or about October 22, 2025, Ameen-Rice emailed DeRenzo that the instruction had been a mistake and he could resume work, after being told he had to use sick time.

775. On October 27, 2025, OAS requested contact with DeRenzo's physician about his accommodation request despite the medical documentation he had already supplied.

776. On October 28, 2025, Likollari accused him of using sick leave without notifying her, including during the appeal-period absences when he had been told not to work. DeRenzo disputed that accusation as inaccurate. During this time of his accommodation disputes, there was a change to his reporting requirements in that he was also expected to notify all departmental staff of absences from work, unlike previous reporting procedure.

777. On November 3, 2025, treating physician Dr. Ashwin Malhotra informed DeRenzo by email that the university had contacted him that day and stated that DeRenzo's department would not accept fully remote work and required him to work onsite one day per week or face suspension. The threatened employment consequence was conveyed to DeRenzo through his physician during the accommodation dispute. Ameen-Rice subsequently also told DeRenzo that fully remote work would be denied. Fearing the threatened suspension, DeRenzo also requested medical documentation be submitted that supported one onsite day.

778. On November 6, 2025, DeRenzo reported his communication problems with Likollari to OAS. Her failures or delays in responding to work messages continued that month.

779. On November 18, 2025, OAS approved a modified accommodation effective November 24, requiring DeRenzo to work onsite one day per week, on Mondays from 9:00 a.m. to 2:00 p.m., and remotely Tuesday through Thursday, effective from November 24, 2025 until January 16, 2026. The letter also stated that his accommodations included: (1) temporarily working "in 1P-109 while classes are in session 11/24-12/15/25," and being "provided with a laptop if needed"; (2) being "provided with office furniture that allows you to elevate your leg"; (3) "[u]tilizing the Accessibility Shuttle as needed"; (4) being "granted a 15-minute grace period for arrival on the days that you utilize the campus shuttle;" and (5) being "permitted to park in temporary disabled parking and in the handicapped parking spaces on the side of building 1P."

This was not an effective accommodation. Returning onsite was physically demanding and aggravated his condition.

780. On November 24, 2025, while DeRenzo was working onsite in Building 1P, Room 109, Likollari asked whether he was on “pain killers.” DeRenzo responded that he would not work while under the influence of such medication. Likollari already knew of his disability-related limitations and accommodation requests.

781. On December 18, 2025, Likollari required DeRenzo to submit student advisement notes for review. This type of review had not been required during DeRenzo’s approximately ten years in the position and added to her new demands for detailed work-activity logs. On December 22, she accused him of not being onsite and scheduled a meeting about attendance, although he was physically present at work.

Partial Approvals and Ineffective or Unimplemented Onsite Measures

782. DeRenzo lacked appropriate seating at his work location in Building 5N, Room 103 on December 29, 2025. On December 30, 2025, he reported to OAS that the chairs were too low and left him unable to elevate his leg. He again lacked appropriate seating at that location on January 5, 2026. Working without suitable seating and the walking required at that location aggravated his symptoms. OAS delivered a rolling chair on January 7, after those two onsite days.

783. On January 7, 2026, Ameen-Rice of OAS informed DeRenzo by email that OAS had preliminarily been told his department would change his onsite workday from Monday to Wednesday. DeRenzo responded the following day that the change would require adjustments on his end and requested adequate advance notice from the department.

784. DeRenzo was again required to recertify and provide updated supporting documentation by January 2, 2026 to request an extension of his accommodation, which

documentation was submitted. In a letter dated January 15, 2026, which DeRenzo received on January 20, OAS extended his existing hybrid accommodation through February 27, 2026, maintaining one onsite day per week but changing it from Monday to Wednesday, from 9:00 a.m. to 2:00 p.m., with remote work Mondays, Tuesdays, and Thursdays. The extension also provided for use of Building 1P, Room 109, furniture permitting leg elevation, campus shuttle access, a fifteen-minute arrival grace period when using the shuttle, and designated accessible parking. DeRenzo continued to seek effective implementation of the onsite measures addressing his limitations.

785. On January 20, 2026, DeRenzo received final confirmation of the onsite-day change, requiring him to report the following day despite his earlier request for adequate advance notice. Likollari instructed him to report onsite or use sick leave.

786. DeRenzo contacted OAS and Likollari, objecting to the short notice and explaining that a scheduled medical appointment and travel time could delay his arrival. He was still required onsite the following day, though Likollari subsequently permitted him to arrive after 9:00 a.m. The schedule change occurred while concerns about the effectiveness of his onsite accommodations remained unresolved, including failure to provide physical assistance with moving his work and personal belongings. CSI personnel also repeatedly questioned his medical treatment, requested proof of appointments, and pressured him to reschedule them. On January 21, 2026, while DeRenzo's car was parked on campus in a handicapped parking space with authorized use, CSI ticketed him.

787. On or about February 9, 2026, DeRenzo was again required to recertify and provide updated supporting documentation to extend his accommodation. DeRenzo requested to extend his reasonable accommodations and submitted medical documentation supporting a fully remote

accommodation. He sought fully remote work because the return to onsite work was physically demanding and exacerbated his condition.

788. On February 9, 2026, he submitted a letter from Dr. Malhotra, dated February 6, 2026, supporting his accommodation request. Dr. Malhotra explained that after his injury on May 1, 2025, he was “diagnosed with rupture/strain of the left Achilles tendon, sprain of the left and right knee.” He explained that after the “injury and subsequent surgery,” DeRenzo “continues to experience ongoing pain, weakness, stiffness, and limited ankle mobility on the left side, along with secondary knee pain due to compensatory gait mechanics,” and that “[h]e also reports burning sensations in the calf and foot, consistent with post-traumatic neuropathy of the sural/tibial nerves.” His letter then stated that these work accommodations were “medically necessary to prevent exacerbation of symptoms and to support continued rehabilitation and functional recovery:” “[c]ontinue remote-only work at this time;” “[a]void prolonged standing or walking, as these aggravate pain and stiffness;” “[a]void stair climbing or physically demanding activities;” and “[a]llow for periodic rest breaks as needed.” He stated that “these accommodations are essential to prevent delayed healing or re-injury of the repaired Achilles tendon and to minimize further joint strain caused by altered gait mechanics.” He also stated the accommodations “should remain in place for approximately three (3) months, after which [he] will be reevaluated”

789. Although the February 6 letter supported fully remote work, Ameen-Rice later contacted DeRenzo’s doctor without prior notice to DeRenzo and requested a revised version of the letter from the doctor providing for a hybrid work schedule. As a result, the doctor submitted a letter, dated February 9, 2026, which still recommended remote work accommodations, but indicated that DeRenzo was cleared “to return once a week, provided that appropriate workplace accommodations are in place,” which should include: “Suggested Remote Work

Accommodations;” “Avoid prolonged standing or walking, as these aggravate pain and stiffness;” “Avoid stair climbing or physically demanding activities;” and “Allow for periodic rest breaks as needed.”

790. On February 26, 2026, OAS issued a determination denying his accommodation extension request by reducing his remote work from three days to one day per week and requiring onsite work three days Monday through Wednesday, effective March 9, while offering alternative supports.

791. On or about March 2, 2026, DeRenzo challenged the determination as inconsistent with his physicians’ recommendations and formally appealed to DEI, also raising workplace-treatment complaints.

792. On March 4, 2026, DeRenzo was assigned to Building 1P, Room 116 without appropriate seating. The additional walking required to reach that location aggravated his condition and caused a pain flare.

793. On March 5, 2026, DeRenzo met with DEI Director Mastrangelo concerning his appeal of the February 26 accommodation determination and his related workplace-treatment complaints.

794. On March 6, 2026, Dr. Malhotra told DeRenzo that repeated employer contacts about his medical documentation had caused the physician to consider discharging him from the practice. The physician also reported that one call had been presented as an emergency. These employer contacts with his physician jeopardized DeRenzo’s relationship with the physician whom he relied on for treatment and accommodation-related medical support.

795. On March 17, 2026, Likollari directed DeRenzo to report the following day to another building, Building 1L, to clear his desk for an office move, offering packing assistance.

DeRenzo objected that the directive conflicted with his existing accommodations and physical limitations but offered to coordinate or assist within those restrictions.

796. On March 18, 2026, OAS recommended that DeRenzo coordinate with his department to pack his desk and suggested using the campus shuttle between Buildings 1P and 1L. On March 23, 2026, DeRenzo again objected that the request conflicted with his existing accommodations and physical limitations and requested clarification.

797. On March 18, 2026, after DeRenzo had left work sick, Ameen-Rice called his personal cellphone. He told her he was sick, but she brought OAS official Stefan Charles-Pierre into the conversation, and Charles-Pierre said, in sum and substance, “your disability isn’t as bad as others.” Ameen-Rice had made the same disability-related comment to him during an earlier virtual meeting.

798. DeRenzo reported the March 18 events to Mastrangelo that day. On March 23, 2026, he informed Mastrangelo that ongoing adverse workplace interactions and the handling of his accommodation requests were negatively affecting his health. He also expressed concern about his ability to continue working under those conditions.

799. On March 26, 2026, he submitted additional physical-therapy documentation and met with Mastrangelo to discuss his concerns while his March 2 accommodation appeal remained pending.

800. On May 7, 2026, after about sixty-six days with no decision on his accommodation appeal, he again asked Mastrangelo about his pending appeal and his previously reported complaints. Mastrangelo responded that she was finalizing the appeal memorandum and that a determination should issue early the following week. However, DEI did not issue its appeal determination the following week.

801. On May 29, 2026, Likollari directed DeRenzo to attend a June 9 ceremony at a different campus location instead of his usual Wednesday onsite day. He objected on June 1 and 2, 2026, explaining that the change conflicted with his treatment and physical limitations. On June 3, 2026, he reported that his height-adjustable chair was again missing. OAS claimed it delivered a replacement that day. DeRenzo's objections concerned the conditions under which he was being required to work and the repeated gaps in providing effective onsite accommodations in practice.

Final Appeal Determination Denying Accommodation, Renewed Complaints, and Termination

802. On June 9, 2026, DEI denied DeRenzo's appeal of the February 26 determination, upholding OAS's denial of two additional remote work days "per week through the Summer of 2026." DEI concluded that the requested arrangement prevented him from performing certain essential duties and that his medical documentation did not explain why one onsite day was feasible but three onsite days were not.

803. On June 15, 2026, DeRenzo challenged the determination, asserting that his mobility limitations and the failure to provide approved onsite accommodations had not been adequately considered. He requested identification of the essential duties he allegedly could not perform and an explanation of how alternative accommodations would address his limitations.

804. On June 16, 2026, DeRenzo contacted PSC Union Central Office staff about his unresolved accommodation and workplace issues.

805. DeRenzo repeatedly contacted Public Safety and then had to wait without nearby seating for his assigned room to be opened, including on or about January 28, 2026, February 4 and 11, 2026, March 11 and 18, 2026, April 22 and 29, 2026, May 20, 2026, and June 17, 22, 23, and 29, 2026. These problems persisted despite his repeated reports of seating and mobility difficulties.

806. On June 18, 2026, DeRenzo met with DEI Director Mastrangelo regarding his unresolved accommodation and workplace-treatment concerns. He continued to complain that the onsite arrangements did not adequately address his mobility limitations. After the meeting, he emailed Mastrangelo requesting the 2022 job description he understood had been used to assess his essential functions. DeRenzo reported that his weekly work hours had since decreased by more than ten hours and that CSI had not provided the requested description.

807. On June 17, 2026, Likollari directed DeRenzo to attend a June 22 student orientation in Building 2N, despite his requests to remain in one assigned location through the workday. On June 23, Likollari questioned his failure to attend, which DeRenzo attributed to his medically documented physical restrictions. That day, he also complained to DEI that repeated work-location changes conflicted with his accommodation-related need to remain in one location throughout the workday.

808. On or about June 23, 2026, DeRenzo submitted an EEOC charge against CSI/CUNY alleging disability discrimination, denial and ineffective implementation of reasonable accommodations, and retaliation following his accommodation requests and complaints. The charge was subsequently processed as EEOC Charge No. 520-2026-00776.

809. On June 25, 2026, DeRenzo confirmed to DEI Director Mastrangelo that he wished to proceed with complaints against OAS personnel Ameen-Rice and Stefan Charles-Pierre, including alleged accommodation failures and disability-related remarks. He also reiterated complaints about adverse treatment by his supervisors. That afternoon, Mastrangelo informed him that DEI would commence an investigation into his allegations against OAS personnel and further evaluate his allegations against his supervisors.

810. On June 30, 2026, while DeRenzo was physically present at work, he received by email a letter signed by Human Resources Director Manuela Alongi terminating his employment effective immediately. The letter stated no reason for the termination.

811. The termination notice came 5 days after his protected complaint on June 25, 2026 to Mastrangelo seeking an investigation, 7 days after he filed his EEOC charge, and 12 days after his June 18 meeting with DEI.

812. On August 8, 2026, the EEOC issued a Determination and Notice of Rights for DeRenzo's charge, dismissing it without making a determination on the merits and notifying him of his right to sue.

813. The challenged treatment, among other things, caused lost wages and depleted leave, aggravated DeRenzo's physical symptoms, caused emotional distress, and culminated in his termination. Partial remote permission and proposed physical supports did not remedy the denial of his remote accommodation request, prevent the lost work time, or eliminate periods without suitable seating and work location accommodations.

814. DeRenzo's accommodation appeals did not provide effective interim conditions for continued work. During two appeal periods, he was excluded from scheduled work, causing leave depletion and unpaid time. Later partial remote approvals and proposed physical supports did not ensure suitable seating, accessible assigned rooms, or consistent work locations. When CSI subsequently relied on essential duties and the distinction between one and three onsite days, DeRenzo had requested, but had not received, the job description used to assess those duties.

815. DeRenzo supplied medical records and additional supporting materials, participated in meetings, and followed up, yet his March 2 appeal was not decided until June 9, 99 days later, after Mastrangelo deferred related concerns until the appeal ended and the anticipated

determination timeframe she identified on May 7 passed. The prolonged review despite his participation, that sequencing of consideration, continued onsite work without consistently effective seating or accessible locations, and prior approval and implementation of remote performance support an unnecessary-delay and constructive-denial inference analogous to the EEOC's two-month example, particularly because restoring the remote alternative did not depend on obtaining new onsite equipment.

PLAINTIFF MILES

Employment and Disability

816. Miles is employed by CUNY through BMCC as a CUNY Office Assistant, Level 3, in the Academic Affairs department of MEOC. She joined BMCC in February 2004 and has held her current MEOC position since August 2015, with approximately twenty-two years of CUNY service.

817. Miles's job duties include: providing information to faculty, students, employees, and the public; responding to routine departmental inquiries; using office software for typing, data entry, filing, and reports; retrieving information and documents; and maintaining departmental and confidential records. With an effective accommodation and medically necessary intermittent leave, she can perform her position's essential functions.

818. Miles has a permanent autoimmune disorder with unpredictable flares. Her limitations include substantial fatigue, pain and joint stiffness, reduced stamina, impaired walking and stair tolerance, and sensitivity to sunlight and fluorescent or bright lighting. During periods of increased symptoms, she uses a cane and experiences migraines and difficulty concentrating. Her condition substantially limits her major life activities, including walking, standing, concentrating, and immune system functioning.

819. Repeated commuting, prolonged walking or standing, stair use, temperature extremes, and sunlight exposure can aggravate Miles's limitations. A modified onsite workstation addresses lighting but does not by itself address her commuting-related exertion, mobility limitations, or cumulative fatigue. Remote work permits control of lighting and temperature and medically appropriate rest during unpaid or otherwise approved breaks.

820. Defendant Myers supervised Miles and exercised control over her daily schedule, onsite attendance, work assignments, leave approvals, and timesheets. Defendant Rubin, BMCC's Associate Director of Human Resources, required and assessed accommodation documentation, issued work-schedule directives, determined the accommodation arrangement, and signed Miles's FMLA designations. Their authority over the matters challenged here was exercised through the decisions and communications alleged below.

821. BMCC Benefits Specialist Guillaume administered Miles's FMLA submissions and designation communications. HR timekeeping contact Tracy Durandis instructed Miles how to record intermittent leave. Management participant Anthony Watson ("Watson") participated in the July scheduling discussions. These employees acted for CUNY through BMCC in the matters described below.

The Established Accommodation and Approved Early Departures

822. In February 2023, in support of Miles's request for an accommodation, Miles's physician documented her permanent condition and recommended three remote days and two onsite days each week, flexibility and breaks to manage fatigue, reduced transportation and sunlight exposure, and modification of fluorescent lighting. He explained that these changes would enable her to complete her work and meet deadlines and recommended continuing accommodations because her autoimmune disorder is lifelong.

823. On February 27, 2023, BMCC HR Executive Director Gulen Zubizarreta approved sixty-percent remote work and directed Miles to coordinate her schedule and fluorescent-lighting adjustments with her supervisor. Myers and Watson were copied on that approval. The written approval did not state an expiration date.

824. Beginning in February 2023, Miles worked under the hybrid arrangement, reporting onsite on Wednesdays and Thursdays. For approximately three years, Myers also permitted her to leave approximately two hours early on those onsite days and approved timesheets charging accrued annual leave for the hours not worked. Before the 2026 FMLA and accommodation issues arose, Myers raised no attendance, performance, or operational concerns with Miles about the arrangement during their regular monthly supervision meetings. Miles also received a positive evaluation in 2025. Much of Miles's work was computer-based and performed independently in the same manner onsite and remotely. She completed her assigned tasks under the accommodation and, to her knowledge, had no disciplinary issues or documented concerns about her ability to perform her duties with it.

825. On September 3, 2024, Miles's doctor confirmed that Miles continued to need the sixty-percent remote schedule and lighting adjustments.

826. On March 6, 2026, Rubin advised Miles that her accommodation documentation had expired in October 2025, stated that an annual physician letter was required to continue her accommodation, and requested another update. On March 10, Rubin's request was also sent to Miles's second work email. Miles's doctor again confirmed the continuing need for accommodation through a sixty-percent remote schedule and lighting adjustments on March 13, 2026. Miles submitted that letter the same day, and Rubin acknowledged receipt without

identifying a deficiency. Both physician letters stated that he would inform the employer of any changes.

FMLA Designation and the Disputed Limits on Protected Leave

827. Miles's autoimmune disorder requires continuing medical treatment and intermittently prevents her from working.

828. On April 15, 2026, Rubin called Miles and told her to elect FMLA leave to cover her medical absences. Rubin did not identify any deficiency in her doctor's March 13 accommodation letter during that call.

829. On or about April 15, 2026, Benefits Specialist Guillaume sent Miles the FMLA application and healthcare provider certification forms and explained the availability of continuous or intermittent leave for Miles's own illness.

830. On or about April 20, 2026, Rubin distinguished the two protections in writing: remote work was used for Miles's reasonable accommodation, while intermittent FMLA covered periods of illness. Rubin also directed Miles to document any medically necessary reduced schedule in the FMLA certification.

831. Upon information and belief, BMCC and Rubin failed to provide Miles with the required FMLA eligibility notice and/or accompanying written notice of FMLA rights and responsibilities within the five-business-day period prescribed by 29 C.F.R. § 825.300(b)–(c).

832. On or about May 4, 2026, Miles submitted her signed FMLA request and supporting healthcare-provider certification, seeking intermittent and reduced-schedule leave for her serious health condition. Miles sought FMLA protection for medically necessary absences while maintaining her previously approved reasonable accommodation. The FMLA information submitted by Miles was sufficient to determine whether the leave was FMLA qualifying.

833. Miles had worked for CUNY and BMCC for more than twelve months, and completed at least 1,250 hours of service during the twelve months immediately preceding the commencement of her FMLA leave. On information and belief, BMCC employed at least fifty employees within seventy-five miles of Miles's worksite during the relevant period.

834. On May 29, 2026, twenty-five calendar days after Miles's May 4 FMLA submission, Guillaume transmitted to Miles, copying Myers, an intermittent FMLA designation notice signed by Rubin, with "Intermittent absence from work" checked and the notation "[p]er schedule detailed in the FMLA Request Form." The notice identified receiving Miles's supporting documents dated May 4, 2026, designated leave from May 1 through August 31, 2026, and identified September 1 as the anticipated return date. It provided for use of sick and annual leave and did not require a fitness-for-duty certification.

835. Guillaume's accompanying email stated that intermittent leave was approved for up to two days per week, for two to four hours each day, and that Miles could take those hours as she needed them.

836. The FMLA designation notice was not provided to Miles until May 29, 2026, more than five business days after she submitted her FMLA documentation on May 4, 2026, in violation of 29 C.F.R. § 825.300(d)(1).

837. On June 1, 2026, Miles requested clarification of the two-to-four-hour limit stated in Guillaume's FMLA approval email, explaining that her physician's certification had specified four to eight hours per episode. She explained that some episodes prevented her from working an entire shift and requested confirmation that longer episodes and full days were covered, consistent with the physician certification. Seeking to ensure compliance, she sought a clear written explanation of how to record episodes requiring more than four hours.

838. On June 4, 2026, HR requested additional physician clarification even though Miles reported that the medical certification already addressed full-day episodes and episodes lasting one to three days.

839. On or about June 5, 2026, Miles initiated a complaint with the United States Department of Labor (“DOL”) about FMLA administration, delays, and interference. On or about June 10, 2026, Miles reported to the DOL that her FMLA leave had been only partially approved and that she had been treated differently after requesting or taking leave.

840. Miles continued requesting clarification and providing information about her leave needs.

841. On June 24, 2026, Tracy Durandis, a BMCC HR employee, instructed Miles to record the times she worked and to clock out and back in for leave taken during the workday.

842. On June 30, 2026, after Myers questioned missing forms and approval, Miles asked Guillaume for the applicable procedures, explaining that she had been logging FMLA hours on her official timesheets since May with timekeeper confirmation. Guillaume instructed her to record intermittent FMLA hours on her regular timesheet and added that she should contact Rubin about her reasonable accommodation schedule. Miles had copied Rubin on that email and asked about FMLA recording procedures, not a change to her accommodation.

843. On June 30, 2026, Miles emailed Rubin informing her that Myers and Guillaume directed her to contact Rubin about her reasonable accommodation.

844. On July 1, 2026, Miles emailed Rubin seeking clarification regarding her existing reasonable accommodation and intermittent FMLA leave. Miles asked whether HR was treating her accommodation as a continuation or new request, what information was deficient in her physician’s March 13 accommodation letter, and what expiration date or policy justified additional

documentation. She also sought clarification regarding her FMLA intermittent absences exceeding four hours, including full-day episodes, which she explained were supported by her physician's FMLA certification, and whether she could work the remaining three hours of her seven-hour shift remotely, if medically able and consistent with her summer work agreement, after using four hours of FMLA leave, rather than charge additional leave. Miles further requested confirmation that her longstanding accommodation would remain in effect during the review and that her approved FMLA leave would not be modified, delayed, or otherwise affected.

845. The same day, Rubin responded by directing Miles to provide updated paperwork, asserting that her healthcare provider had been unresponsive, and giving her ten business days to complete the documentation. If they did not hear back from Miles's healthcare provider, Rubin warned that HR would close the accommodation request until sufficient documentation was provided and her healthcare provider could be reached for verification.

846. Rubin's response did not address Miles's specific questions concerning the deficiencies in her existing medical documentation, the continued status of her accommodation, or the questions about her approved FMLA leave.

847. On July 1, 2026, Myers separately stated that the sick hours for that day required a doctor's note or would be treated as "undocumented/unauthorized," while acknowledging that no note was required for FMLA time. Myers also said a meeting with Watson was needed about Miles's schedule.

848. On or about July 4, 2026, Miles emailed BMCC Vice President of Finance and Administration Julio W. Izquierdo requesting supervisory review of the handling of her reasonable accommodation and intermittent FMLA leave. She explained that her physician had documented her autoimmune condition as permanent in 2023 and recommended ongoing accommodations. She

further explained that, despite her longstanding sixty-percent remote-work accommodation and submission of updated physician documentation in March 2026, HR had not identified why that documentation was insufficient or why she was being required to complete new accommodation forms. She also raised concerns that her FMLA designation did not clearly recognize medically necessary full-day absences supported by her physician's certification. Miles requested clarification regarding the continued validity of her existing accommodation, the additional medical documentation demanded, and the scope of her FMLA protection, while reiterating her willingness to cooperate and continue performing her duties.

Protected FMLA Leave Became a Reason to Challenge the Accommodation

849. On July 8, 2026, Myers objected in writing to Miles's intermittent FMLA leave during scheduled onsite hours: "You are supposed to be in office at least 40% of the week which is not happening. You are being out at the peak point of the day for the departmental activity." She continued: "You are not asking for approval if it is ok to be out, where I am able to say no. You are informing me that you will be out and unavailable for any work assignments during this time." She encouraged Miles to have her accommodation reevaluated.

850. In a related text, Myers described Miles's absence as leaving the department "in a bind" and objected that Miles was telling her rather than asking.

851. In a related July communication, Myers expressly stated that Miles's "use of intermittent FMLA during the time of your in person hours" was prompting a meeting about her schedule. She again said that, if Miles could not be present for the agreed forty percent, she needed HR to reevaluate her accommodation, and described absence during peak departmental coverage as an issue.

852. Even though Miles gave notice of her medically necessary leave and used the approved FMLA leave for its intended purpose, Myers treated her unavailability during that leave as a failure to satisfy onsite attendance and coverage expectations and a reason to reconsider the work-enabling reasonable accommodation she used during her working hours.

853. On July 8, 2026, Miles's doctor verified the authenticity and continuing medical accuracy of his March 13 accommodation letter, including the sixty-percent remote schedule and lighting adjustments. Miles submitted that verification to Rubin the same day. Her doctor invited further questions in writing.

854. On July 13, 2026, Rubin rejected that verification as a formal accommodation request, directed Miles and her physician to complete new forms, and stated that Miles was required to follow the general fifty-percent onsite and fifty-percent remote summer schedule and seventy-percent onsite and thirty-percent remote schedule thereafter.

855. That afternoon, Miles asked which specific medical information or form questions were not addressed by the March letter and July verification and requested that her existing accommodation remain uninterrupted during review.

856. At a meeting on or about July 20, 2026, attended by Rubin, Myers, Watson, and union representation, Rubin stated that Miles's condition had changed because she now had FMLA, although Rubin had previously asked her to apply for that leave. Rubin also characterized Miles as "going in circles," said Miles did not understand the request, and accused her of doing whatever she wanted. Miles had asked what information was missing from the existing medical documentation and the March and July physician letters.

857. Miles sent Rubin, Myers, and Watson a written objection after the meeting. She explained that her questions were not a refusal to cooperate and that she was willing to provide

relevant medical clarification. She disputed that intermittent FMLA established a change in her permanent disability and objected to protected leave being used against her established accommodation. She asked HR to identify the particular deficiencies, additional questions, and submission deadline. She also stated that she had followed the notice procedures, used leave for its approved purpose, and had not exceeded the approved amount.

858. On July 23, 2026, Rubin wrote that HR did not have “current documentation on file” to support Miles’s accommodation request, despite the March 13 letter and July 8 verification already submitted. Rubin required new employee and healthcare-provider forms by August 10 and expressly directed Miles to sign the provider form’s HIPAA authorization “to avoid any delays in processing your request.” She stated that failure to submit the forms by that date would require compliance with the fifty-percent onsite summer schedule through August 14 and that Miles would have to follow the seventy-percent onsite schedule beginning August 17 “unless and until a reasonable accommodation has been approved.” The same email reiterated that Miles’s intermittent FMLA was approved for two to four hours per occurrence, up to two days per week, through August 31, 2026.

859. On July 23, 2026, Miles met with Princess V. Lyles (“Lyles”), BMCC’s Interim Deputy Director of Compliance & Title IX. In a follow-up email that afternoon, Miles supplied EEOC guidance stating that further medical documentation should not be demanded without a valid reason once sufficient documentation of a disability and accommodation need had been provided. She also reported that she retained a screenshot of an email that Rubin had recalled, which Miles described as “removing the accommodation.” On July 27, 2026, Miles also forwarded Rubin’s July 23 demand to Lyles.

860. On or about July 29, 2026, Miles reported to the DOL that Myers treated approved leave as a departmental burden and that its use had been followed by statements that her established accommodation needed reevaluation or had ended. She requested investigation and protection against FMLA interference, discouragement, and retaliation.

Conditional Return Directives and Renewed Medical Disclosure

861. On August 6, 2026, Rubin extended the accommodation documentation deadline to August 17 but directed Miles to resume the seventy-percent onsite and thirty-percent remote hybrid schedule on August 24 unless HR advised otherwise in writing. Miles requested continuation of her existing reasonable accommodation of forty percent in-person and sixty percent remote during review. Miles asked to discuss her questions before the documentation deadline. HR conditioned scheduling an interactive-process meeting on submission of the new forms.

862. On August 6, 2026, Miles sent Rubin, copying Lyles and two union representatives, Richard Kadlub and Lenore McShane, a formal written objection to HR's threatened modification of her existing accommodation while the interactive process remained pending. She specifically challenged the directive requiring her to follow the seventy-percent onsite schedule beginning August 24, 2026, before HR had explained the deficiencies in her existing medical documentation or completed its review. Miles requested written confirmation that the newly required forms concerned continuation of her previously approved accommodation rather than a new request, and expressly disputed that submitting those forms constituted acknowledgment that her accommodation had expired or been abandoned. She also raised concerns about potential retaliation for challenging the proposed change, requesting clarification, and seeking union assistance, while reaffirming her willingness to provide appropriate updated documentation.

863. On August 12, 2026, Rubin acknowledged that Miles had a previously approved reasonable accommodation and that the requested forms concerned continued review of that existing arrangement. Rubin nevertheless reiterated that Miles would be required to follow the seventy-percent in-person and thirty-percent remote schedule effective August 24, 2026, absent another written approval, while the interactive process remained pending. Rubin cited the Department's established operational and staffing requirements without identifying any specific change in those requirements that justified replacing Miles's longstanding sixty-percent remote-work arrangement. Rubin also invoked the applicable 70/30 hybrid schedule without explaining why that general arrangement should supersede Miles's previously approved, individualized accommodation before the review was completed. Rubin's email stated: "The August 24, 2026, effective date is based on the Department's established operational and staffing requirements and the applicable 70/30 hybrid work arrangement." In response to Miles's question whether her existing accommodation would remain in place during review, Rubin stated: "Absent written notification from Human Resources approving a different arrangement, you are expected to comply with the applicable 70/30 hybrid work schedule effective August 24, 2026."

864. Rubin described the categories of current functional information HR wanted but did not identify a particular change in Miles's functional limitations or an essential function that could no longer be performed under the established remote accommodation arrangement. HR's August 12 response did not identify a specific cost or task demonstrating that the existing remote-day split had become unworkable. Her response did not identify which particular information was missing from the March 13 and July 8 physician letters.

865. Miles completed the requested employee and provider accommodation submissions by the August 17, 2026 deadline and participated in an interactive-process meeting on August 18,

2026. Her employee accommodation request was dated August 14, 2026. She requested continuation of three remote days and two onsite days, suitable lighting, medically necessary arrival and departure flexibility, position changes, and symptom-management breaks.

866. The renewed healthcare-provider form required a signed authorization to release or discuss “records and information regarding [her] physical or mental health” with CUNY “for evaluation of [her] request for employment-related reasonable accommodations.” Miles signed the authorization on or about August 11, 2026, and submitted the form as part of the required process. The same signature also agreed to hold harmless all parties providing information to CUNY under that authorization. Rubin required the new employee and provider forms before scheduling the interactive-process meeting, making the authorization and accompanying term part of the required continued-review process.

867. The authorization did not identify particular records, dates of treatment, or discrete medical questions. Although it stated an accommodation-evaluation purpose, it did not expressly limit the authorized records to the particular functional limitations supporting the requested accommodation. Substantially the same authorization language appeared in the form she signed in February 2023.

868. Question 5 of the provider form directed: “Please specify the essential job functions you believe your patient cannot perform.” Her doctor’s renewed assessment identified her permanent condition and permanent ongoing functional limitations and explained that no essential function was medically precluded when a reasonable accommodation was provided. He described the administrative tasks Miles could perform through digital systems and explained why a darkened workstation alone would not address commuting, fatigue, mobility, and other exposure-related limitations. He explained that her limitations principally concerned commuting and onsite

conditions, rather than the administrative work itself, and identified the request as a continuation of the accommodation in place since 2023, consistent with his 2024, March 2026, and July 2026 confirmations.

869. The provider recommended continued hybrid work, modified lighting, medically necessary flexibility and breaks, reduced unnecessary travel and stair demands, and consideration of mobility limitations when elevators were unavailable. Miles sought to use her own prescribed equipment during unpaid or approved breaks. She did not request that CUNY purchase it.

Unresolved Scheduling and Meeting Access

870. During this period, an all-staff meeting that had been available in hybrid format for approximately six years was changed to in-person only. Before the meeting, Miles told Myers that the lighting prevented her from safely participating without accommodation and expressly asked not to be excluded. Myers said she would get back to her, but supplied no effective alternative. Miles was unable to participate in the meeting.

871. While her renewed FMLA designation remained pending as set forth in the section below, Miles submitted leave-of-absence forms to document upcoming absences and avoid being absent without appropriate paperwork, and told Myers that the requests concerned her pending FMLA paperwork. Myers approved some dates but rejected others because they fell during departmental blackout periods. Miles again explained the connection to her FMLA request. The requests concerned medically necessary absences associated with the autoimmune condition, treatment, and intermittent limitations described in her certification. Upon information and belief, those qualifying absences fell within her remaining FMLA entitlement; the renewed designation subsequently recognized leave beginning September 1. Myers nevertheless withheld approval for coverage reasons while Miles was attempting to arrange that protected time off.

872. By September 1, 2026, Myers had also declined the previously permitted two-hour early departures for that week and the following week. These restrictions affected an arrangement Myers had approved before Miles began using FMLA and followed Miles's requests to preserve her accommodation and her written objection to the treatment of her leave.

873. As of the morning of September 1, 2026, Miles had not received a written accommodation determination. HR later communicated a determination approving three remote days and two onsite days effective August 31, 2026 through August 31, 2027. It designated Monday, Tuesday, and Friday as remote and Wednesday and Thursday as onsite. While classes were in session, it specified 11:00 a.m. to 7:00 p.m. Monday through Thursday and 9:00 a.m. to 5:00 p.m. on Friday. When classes were not in session, it specified 9:00 a.m. to 5:00 p.m. each weekday. The determination required supervisory approval for week-to-week schedule changes.

874. While the determination approved the remote-day split, it did not expressly decide the separately requested medically necessary arrival and departure flexibility, symptom-management breaks, or meeting access. The fixed schedule did not resolve Miles's objections to the denial of early departures or to treating medically necessary FMLA absences as discretionary schedule changes. The determination also imposed an August 31, 2027 end date on the renewed schedule, although her doctor described a continuing need for accommodation associated with a permanent condition.

Renewal Scope and the Delayed FMLA Designation Notice

875. On or about August 25, 2026, at approximately 9:18 a.m., Miles sent Guillaume her renewed FMLA request and completed medical certification before the existing approved period ended on August 31, 2026. She sought uninterrupted recognition of qualifying leave beginning September 1 and clarification of the longer episodes specified by her physician. The

FMLA information submitted by Miles was sufficient to determine whether the leave was FMLA qualifying.

876. The updated FMLA medical certification signed by Miles's doctor on or about August 14, 2026, identified her chronic autoimmune condition, ongoing treatment, and medically necessary intermittent absences. The certification distinguished a reduced schedule of two to four hours per day, up to two days per week, from flares requiring longer absences.

877. The certification estimated episodes lasting four to eight hours and/or one to three days. Its clarification stated that the two-to-four-hour reduced schedule applied when a partial-day reduction was medically sufficient and did not limit medically necessary intermittent leave for flares, appointments, treatment, or recovery. The provider also invited written questions seeking clarification or additional medical information.

878. On September 1, 2026, Guillaume responded that "[a] bit more time is needed for the review process" and that she hoped to issue the designation by the end of the week. She did not identify a particular missing certification answer in that response.

879. Miles needed leave during this period for an autoimmune flare and medically supported absences, including a planned infusion, and had not received the renewed designation by September 5.

880. On September 9, 2026, at approximately 9:23 a.m., Guillaume advised Miles that the FMLA designation would be sent by the end of the day.

881. At approximately 10:00 a.m., Miles notified Myers that she would leave at 3:00 p.m. Later that morning, Myers responded that she understood Miles's FMLA had expired on August 31 and asked whether it had been extended. The signed renewal had not yet been communicated to either of them.

882. Miles left at 3:00 p.m. on September 9, before the designation was transmitted. The renewal ultimately recognized leave beginning September 1, but until its transmission Miles had to address her supervisor's understanding that her leave protection had expired while arranging medically necessary absences, leaving her in a compromised situation with her supervisor, who was already negative toward her use of FMLA leave.

883. At approximately 4:33 p.m. on September 9, 2026, Guillaume transmitted the FMLA designation to Miles. The renewed intermittent FMLA approval was signed by Rubin and dated September 3, 2026. Yet, it was not provided for six calendar days. The designation approved a period beginning September 1 and identified supporting documentation dated August 25. The FMLA designation notice was not provided to Miles until September 9, 2026, more than five business days after she submitted her renewal documentation on August 25, 2026, in violation of 29 C.F.R. § 825.300(d)(1).

884. Miles supplied information about the FMLA renewal delay to the DOL investigator. On or about September 9, 2026, the DOL investigator contacted Myers and Guillaume about her complaint and told Miles on or about September 10 that he had contacted all parties involved.

885. In mid-September 2026, Myers made a work-related demand of Miles despite knowing she was using approved intermittent FMLA.

886. On September 30, 2026, the DOL investigator told Miles that he had spoken with Myers and intended to speak with her again about work demands during FMLA leave. He also told Miles that he had identified an untimely FMLA eligibility notice as an issue, that BMCC had a couple of additional matters that it needed to correct, and that he was nearing completion of his investigation.

Resulting Injury and Continuing Need for Effective Protection

887. Miles remains employed and seeks to continue working with an effective accommodation and/or without violations of her FMLA rights. The challenged conduct deprived her of access to the all-staff meeting, restricted previously permitted early departures, required renewed medical submissions and authorization, and placed her medically necessary absences in dispute because of coverage objections and delayed FMLA designation communications. The unresolved leave and accommodation issues cause Miles significant stress while she tries to protect her health and continue performing her job.

888. Miles continues to need an accommodation for a permanent disability and intermittent leave for unpredictable episodes and treatment. Among other relief, Miles seeks effective scheduling and meeting access, timely and accurate leave administration, and protection against use of qualifying absences as a reason to withdraw accommodation or penalize her attendance.

Continued Enforcement After Notice of Disability-Related Harm

889. The challenged practices placed otherwise qualified employees needing remote disability accommodation between disability-related harm from unmodified onsite requirements and assignment loss, forced leave, unauthorized-absence treatment, threatened pay loss, or separation for noncompliance. Employees able to satisfy those requirements without accommodation did not face that disability-driven choice. Reverification compounded the barrier for permanent or long-term disabilities. The individual chronologies identify the producing practices and concrete employment harm, not merely dislike of a generally applicable policy.

890. Responsible HR officials, supervisors, and appeal decisionmakers repeatedly received medical explanations of onsite disability barriers and remote-work feasibility. The overlapping QCC HR and appeal channels identified in the Ramjerdi and Levine factual allegations handled Ramjerdi before Levine. The Ramjerdi action separately notified CUNY that the recurring accommodation, leave, and disciplinary practices were challenged as discriminatory. Substantially similar practices nevertheless continued.

891. The continuation involved affirmative decisions, not merely failure to investigate. QCC enforced Levine's onsite requirement after medical notice and appeal denial while her office itself remained remote July 6-10, 2023. BMCC officials pressed Mulvanerty to promise onsite hospital work despite remote approval and treated her inability to promise it as an evaluation deficiency. Available alternatives and known needs support the inference that these restrictions were not unavoidable job consequences. *See* the Levine and Mulvanerty factual allegations.

892. After Kwong's August 12, 2025 presidential approval of remote asynchronous fall teaching, spring 2026 onsite sections reappeared. His November 5 objection invoked the

recognized continuing condition, yet Cody required submissions and Vázquez-Poritz required semesterly renewal. Remote assignments were implemented, then an onsite fall 2026 assignment returned. The Kwong factual allegations above support an operating practice, not an isolated misunderstanding.

893. Sease's March 9, 2026 objection and Rohr's response acknowledged the pending appeal, yet construction would proceed and the cubicle would remain even if the appeal succeeded. After construction and reported migraines and environmental stress, Rohr still called it the College's reasonable alternative. Those communications provided actual notice and reconsideration opportunities, but subsequent decisions continued the approach. *See* the Sease factual allegations above.

894. Upon information and belief, the responsible officials maintained and repeatedly applied these practices at least in part to restrict disability-based exceptions, discourage requests for continuing accommodations, and pressure employees unable to satisfy unmodified in-person requirements to accept leave or separation instead. This inference rests on the cumulative circumstances: express medical notice, demonstrated or institutionally approved remote-work arrangements, renewed restrictions after appeals and approvals, insistence on in-person performance despite contrary accommodation determinations, and the use of resulting attendance or availability limitations against the affected employees. Plaintiffs do not infer discriminatory purpose from awareness of adverse effects alone. They allege that continued enforcement, viewed

together with these affirmative choices and departures from effective accommodation, reflected purposeful resistance to accommodating qualified disabled employees.⁴

895. The related employment penalties reinforced that practice. Defendants treated disability-related limitations that an effective accommodation would have addressed as grounds for unauthorized-absence treatment, adverse evaluations, loss of assignments, or separation. Levine's threatened unauthorized-absence treatment and Mulvanerty's criticism for failing to promise in-person clinical work illustrate that sequence. Upon information and belief, the disability-related limitations and the refusal to accommodate them were but-for causes of those asserted attendance and availability deficiencies. Labeling the resulting problem "attendance," "availability," or "performance" did not sever its connection to the disability or make the unmodified requirement a disability-neutral explanation.⁵

896. The institutional connection among these events includes centrally announced in-person expectations, overlapping decisionmakers and appeal channels at QCC, recurring policy-based explanations across campuses, and repeated reinstatement of barriers after notice of their effects. The alleged practice does not require every employee to receive an identical decision or every request to be denied: approvals that were not implemented, or that were followed by renewed application of the same challenged barrier, are themselves part of the pleaded course of

⁴ See *Chen-Oster v. Goldman, Sachs & Co.*, 325 F.R.D. 55, 77 (S.D.N.Y. 2018) (considering employer awareness of disparities and failure to adjust policies in assessing common proof of disparate treatment). See also *United States v. City of New York*, 717 F.3d 72, 91, 94–95 (2d Cir. 2013) (recognizing that continued use of a practice after its discriminatory impact becomes known may, considered with the full record, support an inference of discriminatory intent, while distinguishing awareness alone from discriminatory purpose).

⁵ See *McMillan v. City of New York*, 711 F.3d 120, 129 (2d Cir. 2013) (separate pretext analysis unnecessary where the conduct prompting discipline was undisputedly the direct result of disability). See also *EEOC v. Dolgencorp, LLC*, 899 F.3d 428, 435 (6th Cir. 2018) (an employer cannot unlawfully deny an accommodation to a general policy and then invoke that policy as a neutral justification for discharge).

conduct. Plaintiffs allege these facts as common evidence supporting their separately pleaded statutory claims, including the distinct retaliatory acts alleged in the individual chronologies, rather than as a freestanding “pattern-or-practice” cause of action.⁶

CLASS ACTION ALLEGATIONS

897. This action challenges Defendants’ pattern, practice, custom, policy, method of administration, and standard operating procedure of denying, delaying, curtailing, and/or failing to implement disability-based remote-work accommodations; substituting materially inferior measures or leave in place of effective accommodations; treating permanent or long-term accommodation requests as categorically disfavored; and retaliating against employees who request disability accommodations, invoke FMLA or accommodation-related leave, appeal accommodation denials, or complain about disability discrimination.

898. Plaintiffs bring this class action on behalf of all current and former non-managerial employees of CUNY, who: requested, in writing, a disability-based remote-work accommodation, whether full-time, hybrid, partial, or intermittent and: (1) submitted a medical certification form in support of such request, including a previously submitted form relied upon in a renewal, supplementation, or appeal, including a full-time, hybrid, partial, intermittent, continued, or renewed arrangement; and/or (2) had a record of a substantially limiting impairment, as reflected in medical documentation previously submitted to Defendants, and requested a remote-work accommodation addressing a need related to that impairment, and whose request, at any time since

⁶ See *Hill v. City of New York*, 136 F. Supp. 3d 304, 333–34, 346–47 (E.D.N.Y. 2015) (considering announced policies and specific instances of enforcement in assessing pattern-or-practice allegations, and applying that framework to class-wide FMLA retaliation allegations). See also *United States v. City of New York*, 717 F.3d at 83 (pattern-or-practice discrimination is a method of establishing disparate treatment, not a separate cause of action).

March 29, 2023, was: (a) denied; (b) granted only through a temporary, partial, or non-equivalent substitute; (c) curtailed to require in-person work notwithstanding the requested accommodation; and/or (d) nominally approved but not actually implemented in the employee's schedule, assignment, workload, worksite, and/or workspace (the "Disability-Based Remote-Work Accommodation Class"). Plaintiffs Robin Levine, Noreen Mulvanerty, Lucas Kwong, Cia Kessler, Bonnie Miles, and Dean DeRenzo seek to represent this class.

899. Plaintiffs additionally bring this class action on behalf of all current and former non-managerial employees of CUNY, who requested, in writing, a disability-based remote-work accommodation, whether full-time, hybrid, partial, or intermittent, and: (1) submitted a medical certification form in support of such request, including a previously submitted form relied upon in a renewal, supplementation, or appeal, including a full-time, hybrid, partial, intermittent, continued, or renewed arrangement; and/or (2) had a record of a substantially limiting impairment, as reflected in medical documentation previously submitted to Defendants, and requested a remote-work accommodation addressing a need related to that impairment, and whose request, at any time since March 29, 2023, was not approved for a period longer than two months, whose approval required an administrative authorization to begin remote work, and who did not require the ordering of and receipt of equipment by Defendants to begin the remote accommodation (the "Remote-Work Constructive Denial Class"). Plaintiffs Noreen Mulvanerty, Lucas Kwong, Cia Kessler, and Dean DeRenzo seek to represent this class.

900. Plaintiffs additionally bring this action on behalf of all current and former non-managerial CUNY employees who, during the period from March 29, 2023 through final judgment: (1) submitted a written request and supporting medical documentation for a disability-based remote-work accommodation, including a full-time, hybrid, partial, intermittent, continued,

or renewed arrangement; (2) had previously been authorized to work remotely either full-time or part-time, in the same position, after February 28, 2022 as an approved disability accommodation; (3) were required to obtain administrative authorization before beginning or continuing the requested arrangement; and (4) experienced more than sixty consecutive calendar days during which the request remained pending without approval; (5) whose approval required an administrative authorization to begin remote work; and (6) who did not require the ordering and receipt of equipment by Defendants to begin the accommodation (the “Previously Authorized Remote-Work Delay Class”). Plaintiffs Lucas Kwong and Dean DeRenzo seek to represent this class.

901. Plaintiffs additionally bring this class action on behalf of all current and former non-managerial employees of CUNY, who, during the proposed Class Period, requested, in writing, a disability-based accommodation, whether full-time, hybrid, partial, or intermittent, or supplemented a prior request, or appealed the denial of a prior request, at any time since March 29, 2023, and did not receive: (1) a substantive response to their request; (2) a written final determination on their request; and/or (3) an implemented accommodation within (60) days of their initial request, supplementation, and/or appeal, who submitted medical documentation in support of such request (the “Accommodation Delay Class”). Plaintiffs Noreen Mulvanerty, Lucas Kwong, Cia Kessler, Bonnie Miles, and Dean DeRenzo seek to represent this class.

902. Plaintiffs additionally bring this class action on behalf of all current and former non-managerial employees of CUNY, who requested disability-accommodation-based leave as a reasonable accommodation, in writing, and were instead instructed and/or required to, at any time since March 29, 2023, apply for non-disability accommodation-based leave, submit non-FMLA medical-leave paperwork, sign non-FMLA leave documents, or were denied consideration of the

grant of leave as a reasonable disability accommodation for leave requested following the expiration of FMLA leave, who submitted a medical certification form or similar medical documentation in support of such request (the “Accommodation-Leave Diversion Class”). Plaintiff Noreen Mulvanerty seeks to represent this class.

903. Plaintiffs additionally bring this class action on behalf of all current and former non-managerial employees of CUNY, whether faculty or staff, who requested, renewed, supplemented, or appealed the denial of a request for a disability-based remote-work accommodation, and were, at any time since March 29, 2023, subjected to any or all of: (1) a delayed return or forced leave despite medical clearance; (2) denial of full workload or equivalent remote assignments; (3) inferior workspace reassignment; (4) written notices deeming remote work or absence unauthorized or subject to discipline or pay loss; (5) recurring or materially burdensome in-person attendance despite approved or pending remote-work accommodations; (6) denial of full-time load or reduced duties jeopardizing status; (7) constructive discharge including forced retirement; (8) changes in supervision, adverse evaluations, loss of service or workload credit, termination, or non-reappointment; (9) exclusion from scheduled work during accommodation review or appeal resulting in unpaid time or lost wages; (10) reductions in scheduled paid work hours resulting in reduced compensation; (11) required use and depletion of accrued sick or annual leave for periods when the employee could have performed the assigned work with the requested accommodation, within sixty days of such request, renewed request, supplemental request, appeal, or grant of an appeal (the “Remote Accommodation Retaliation Class”). Plaintiffs Noreen Mulvanerty, Lucas Kwong, Robin Levine, Cia Kessler, Bonnie Miles, and Dean DeRenzo seek to represent this class.

904. Plaintiffs additionally bring this class action on behalf of all current and former non-managerial employees of CUNY who had at least twelve months of employment, at least 1,250 hours of service during the preceding twelve months, and worked within fifty miles of the City of New York, and requested FMLA leave, used FMLA leave, and/or were approved for FMLA leave, for their own serious health condition or to care for a spouse, child, or parent with a serious health condition, and were, at any time since March 29, 2023, notified of, or subjected to, termination or non-reappointment within sixty days of such request, use, and/or approval for FMLA leave (the “FMLA Retaliation Class”). Plaintiffs Malik Sullivan and Noreen Mulvanerty seek to represent this class.

905. Plaintiffs additionally bring this class action on behalf of a subclass of the Disability-Based Remote-Work Accommodation Class consisting of those members whose request or supporting medical documentation described the condition, limitation, or accommodation need as permanent, indefinite, long-term, and/or chronic, and/or whose accommodation request was denied on such ground (the “Permanent Disability-Based Remote-Work Accommodation Subclass”). Plaintiffs Noreen Mulvanerty, Lucas Kwong, Cia Kessler, and Bonnie Miles seek to represent this subclass.

906. Plaintiffs additionally bring this class action on behalf of a subclass of the Disability-Based Remote-Work Accommodation Class consisting of those members who were employed in faculty positions (the “Faculty Remote-Work Accommodation Subclass”). Plaintiffs Noreen Mulvanerty and Lucas Kwong seek to represent this subclass.

907. Plaintiffs additionally bring this class action on behalf of a subclass of the Disability-Based Remote-Work Accommodation Class consisting of those members who were employed in non-faculty staff positions (the “Staff Remote-Work Accommodation Subclass”).

Plaintiffs Robin Levine, Cia Kessler, Bonnie Miles, and Dean DeRenzo seek to represent this subclass.

908. Plaintiffs additionally bring this class action on behalf of a Remote Duration-Cap Subclass of the Disability-Based Remote-Work Accommodation Class that consists of members whose provider documentation described an accommodation need extending beyond the approval period and who received a written instruction stating that an institutional rule limited remote approvals to a duration of only one semester or required submission of additional medical documentation to continue a remote accommodation beyond a semester, or beyond a fixed non-individualized administrative period, or prohibited indefinite approval (the “Remote Duration-Cap Subclass”). Plaintiff Lucas Kwong seeks to represent this subclass.

909. Plaintiffs additionally bring this class action on behalf of the Approved Remote-Work Implementation Subclass that consists of members of the Disability-Based Remote-Work Accommodation Class who received written approval of disability-based fully remote work for an identified period, but whose department thereafter assigned duties requiring onsite attendance during that period or withheld part of the employee’s ordinary credit-bearing workload on the stated basis that the remaining assignment required physical presence (“Approved Remote-Work Implementation Subclass”). Plaintiff Noreen Mulvanerty seeks to represent this subclass.

910. Plaintiffs additionally bring this class action on behalf of the Remote-Teaching Observation Subclass that consists of faculty members of the Disability-Based Remote-Work Accommodation Class who, during the Class Period, received approval to teach remotely because of a disability accommodation, requested remote performance of classroom observations, and received a written instruction requiring onsite performance of that service, and were not offered a

remote class to observe (the “Remote-Teaching Observation Subclass”). Plaintiff Lucas Kwong seeks to represent this subclass.

911. Plaintiffs additionally bring this class action on behalf of a Question 5 Accommodation-Access Class that consists of current and former non-managerial CUNY employees working in New York City who, during the Class Period, requested a disability-related workplace modification and were directed to submit a Health Care Provider Accommodation Assessment Form containing Question 5, or materially equivalent language, requiring their provider to identify an essential job function they could not perform as a condition of processing, continuing to process, or deciding the request. Question 5 states: “After reviewing the attached job description, please describe how your patient's impairment, infirmity, or condition limits the patient's ability to perform the essential functions of the job. Please specify the essential job functions you believe your patient cannot perform.” (“Question 5 Accommodation-Access Class”). Plaintiffs Robin Levine, Noreen Mulvanerty, Lucas Kwong, Shavone Sease, Cia Kessler, Bonnie Miles, and Dean DeRenzo seek to represent this class.

912. Plaintiffs additionally bring this class action on behalf of an Unchanged-Condition Recertification Subclass that consists of members of the Disability-Based Remote-Work Accommodation Class who, during the Class Period, sought continuation of an accommodation supported by provider documentation describing a permanent or chronic condition and received a written requirement for renewed provider certification because an approval period or academic term ended, where the requirement sought confirmation of previously documented matters without identifying a change in condition, duties, requested accommodation, or a deficiency in the existing documentation (“Unchanged-Condition Recertification Subclass”). Plaintiff Lucas Kwong seeks to represent this subclass.

913. Plaintiffs additionally bring this class action on behalf of all current and former non-managerial employees of CUNY working in New York City who requested, renewed, or supplemented a request for a disability-based accommodation, or appealed a determination concerning such a request, and who, in connection with at least one such request at any time since March 29, 2023: (1) were directed to complete and submit CUNY’s Health Care Provider Accommodation Assessment Form, or a materially equivalent form, containing a provision combining authorization to release or discuss health information with an agreement to hold harmless persons supplying that information; (2) were presented with that combined provision for signature without being informed, through the form, accompanying instructions, or related communications from Defendants, of an option to obtain consideration of their request through sufficient written verification from their healthcare provider without executing the combined provision, or through an appropriately limited authorization that did not include the hold-harmless agreement; and (3) either signed and submitted the combined provision pursuant to those instructions or had their request returned, treated as incomplete, delayed, denied, or closed because they omitted or modified it (the “Mandatory Medical-Authorization Class”). Plaintiffs Robin Levine, Noreen Mulvanerty, Lucas Kwong, Shavone Sease, Cia Kessler, Bonnie Miles, and Dean DeRenzo seek to represent this class.

914. Plaintiffs additionally bring this class action on behalf of all current and former non-managerial employees of CUNY working in New York City who requested, renewed, or supplemented a request for a disability-based accommodation, or appealed a determination concerning such a request, and who: (1) submitted or expressly relied upon a healthcare provider’s note, letter, or other written medical documentation addressing their disability-related functional limitations and accommodation need, including documentation confirming the continued need for

an existing accommodation; and (2) were, at any time since March 29, 2023, required to obtain completion of CUNY's Health Care Provider Accommodation Assessment Form or another designated CUNY or college-specific medical form before Defendants would accept, process, continue reviewing, or decide the request, because Defendants would not accept the provider's documentation in place of that form and did not identify specific medical or functional information missing from the documentation already submitted (the "Mandatory Medical-Form Class"). Plaintiff Bonnie Miles seeks to represent this class.

915. The Categorical Commute-Exclusion Subclass consists of members of the Disability-Based Remote-Work Accommodation Class who, during the Class Period, requested remote work describing disability-related travel limitations and/or accommodation need, and whose requests were denied, suspended, or conditioned on proof of a separate inability to perform an onsite function pursuant to a stated position that commuting-related limitations were not a permissible basis for considering accommodation ("Categorical Commute-Exclusion Subclass"). Plaintiff Cia Kessler seeks to represent this subclass.

916. Plaintiffs additionally seek certification under Federal Rules of Civil Procedure 23(a), 23(b)(3), and 23(c)(4) of a class consisting of members of the Disability-Based Remote-Work Accommodation Class who worked at community colleges, whose requested, renewed, supplemented, or appealed accommodation, during the Class Period, was denied, limited, revoked, or left unimplemented, in whole or in part, through Defendants' application of: (1) a generally applicable categorical and/or non-individualized minimum in-person attendance requirement or maximum remote-work allowance; (2) a categorical and/or non-individualized requirement to teach at least one course in person; or (3) a categorical and/or non-individualized restriction on fully remote or ongoing remote-work accommodations, including a stated position that such

arrangements themselves constitute undue hardship or inherently meant the employee could not satisfy the essential requisites of their role (the “Remote-Work Assessment and Undue-Hardship Issues Class”). Plaintiffs seek determination of whether these common rules and practices displaced required individualized consideration and whether the categorical grounds asserted to justify them are legally sufficient to establish undue hardship. Plaintiffs allege that these practices conflict with the New York City Commission on Human Rights’ Legal Enforcement Guidance on Discrimination on the Basis of Disability, which requires an “individualized analysis of the employee’s specific work tasks,” explains that off-site work alone “generally will not be sufficient to support an undue hardship defense,” and states that “All accommodations are presumed reasonable” unless the covered employer establishes undue hardship. See NYC Commission on Human Rights, Legal Enforcement Guidance on Discrimination on the Basis of Disability, §§ II(A)(iii)(d), II(A)(iv)(a), at 57–58. The issues presented include whether Defendants used the challenged rules to bypass the required individualized assessment and whether their common justifications may satisfy their burden of establishing undue hardship under N.Y.C. Administrative Code § 8-102.

917. The named Plaintiffs’ experiences, across multiple CUNY campuses, are representative examples of these recurring practices.

918. The applicable limitations period for each class and subclass is March 29, 2023 until a final judgment in this matter.

919. The named Plaintiffs are members of the classes and subclasses they seek to represent. Their claims arise from the same challenged policies, practices, customs, and methods of administration that form the basis of the class-wide claims, and Plaintiffs reserve the right to

refine or amend the class and subclass definitions as discovery and class-certification briefing warrant.

920. After Kwong requested remote teaching for fall 2025 “and subsequent semesters.” On May 4, 2026, Humphrey wrote: “Accommodations for remote work are reviewed and considered on a semester by semester basis and are not considered and/or granted in access of this timeframe.” On May 8, he wrote: “University guidelines do not allow for approval of indefinite accommodations.” Those statements invoked generally applicable duration and renewal rules rather than a change in Kwong’s condition, duties, or requested arrangement.

921. KCC invoked CUNY return requirements against Kessler’s schedule. Her union representative described resistance to medically supported full-time remote work as a larger CUNY initiative. Rohr invoked KCC’s non-online status and Kessler’s onsite posting when restricting her initial three-remote-day proposal, although the September 10 determination offered two remote days temporarily through December 31. By October 19, Kessler sought five remote days based on updated medical support and worsening limitations. On October 20, Rohr treated the pending appeal as a barrier to granting that schedule and required a new application packet for a new request without identifying information missing from the physician letters. On October 21, Kessler separately requested suitable reserved parking or fully remote work to address access to M101, expressly preserving her five-day remote-work request. These communications identify the attendance, documentation, and review requirements applied to her requests and provide additional evidence concerning the challenged administrative criteria.

922. KCC senior administrators separately attributed anticipated rejection of Kessler’s requested accommodation to CUNY’s institutional return-to-work position. On July 21, 2026, Associate Provost Dr. Mary E. Dawson told Kessler, in substance, that the College would never

agree to the arrangement because CUNY had a back-to-work mandate, while acknowledging that senior administrators often worked remotely themselves.

923. On July 23, 2026, Dr. Colleen Davy, Dean of Institutional Research, Assessment and Effectiveness and a member of senior staff, similarly told Kessler, in substance, that the requested remote work would not be approved because it violated CUNY's "soft policy mandates."

924. On August 3, 2026, Ryan McKinney, whom KCC identified as Kessler's supervisor, told her that CUNY did not support remote work and that Provost Sharon Warren Cook would not approve the arrangement. That same day, Rohr asked about accommodations "other than remote work" that would preserve "the current schedule of one remote day per week." These statements support Plaintiffs' allegation that KCC applied CUNY's return-to-work mandates as presumptive restrictions on medically supported remote-work exceptions, including Kessler's proposal to retain two coordinated campus days.

925. On August 21, 2026, KCC HR's Cynthia Mendola told Sease that "permanent accommodation are no longer recognized" and described requiring updated documentation from previously accommodated faculty. Mendola's email concerned faculty classroom scheduling, not Sease's own request. Together, these communications supply additional campus evidence relevant to the challenged duration and renewal restrictions.

926. Through her ordinary KCC duties, Sease learned of repeated denials of continued remote-work accommodations affecting employees beyond the named Plaintiffs after prior approvals or extensions. These decisions cited medical documentation but identified no material change in employees' limitations, essential duties, or operations explaining the reversals. She also learned of time-limited approvals and restrictions on continued remote work. The recurrence of these practices across multiple employees supports the inference that shared approval, duration,

and renewal criteria governed their requests. These examples present common questions concerning the source, scope, and application of those criteria, including whether they displaced individualized consideration of continued accommodation, and provide additional campus evidence that the challenged practices affected employees beyond the named Plaintiffs.

927. Before any class discovery, the Complaint details nine concrete affected employees: Professor Ramjerdi and Plaintiffs Levine, Sease, Mulvanerty, Sullivan, Kwong, Kessler, DeRenzo, and Miles. They worked in both faculty and staff roles across six CUNY colleges—Queensborough Community College, Kingsborough Community College, Borough of Manhattan Community College (including its Manhattan Educational Opportunity Center), Hostos Community College, New York City College of Technology, and the College of Staten Island.

928. These institutions represent approximately 23.1% of CUNY's 26 colleges and include four of its seven community colleges, or approximately 57.1%. According to CUNY's fall 2025 paid-staff headcount report, these six colleges collectively accounted for 12,341 of the University-wide reported headcount of 43,135, or approximately 28.6%. These colleges also reported a combined fall 2025 student headcount of 84,206 out of CUNY's University-wide total of 246,503, or approximately 34.2%. The identified employees' allegations describe recurring problems involving remote-accommodation denials and delays, leave, retaliation, and return-to-site requirements under the challenged policies and practices, spanning faculty and staff positions at institutions accounting for substantial portions of CUNY's workforce and student enrollment.

929. These pleaded examples are geographically and administratively dispersed across multiple colleges, departments, supervisors, and accommodation channels and are set out as illustrative examples rather than an exhaustive list of all affected employees.

930. As of August 21, 2024, CUNY publicly reported approximately 39,330 employees systemwide.

931. CUNY publicly reported 880 employees with disabilities on a self-identified basis as of that date. That figure alone places the disability-defined employee population in the hundreds, before accounting for additional employees who meet statutory disability definitions but have not self-identified.

932. CUNY also publicly reported that it processed 2,563 reasonable accommodations between 2017 and 2023, with annual volumes ranging from 159 to 1,141, demonstrating that the accommodation process reached hundreds of employees in some years and far more employees over time than could practicably be joined in a single action.

933. Numerosity is further supported by the existence of a substantial comparator pool already known to Plaintiffs even before class discovery.

934. Although not every person reflected in those records is necessarily a class member under the operative class definitions, those determinations confirm that disability-based remote-work requests were numerous, recurrent, and processed through repeatable institutional mechanisms.

935. Public CUNY workforce reports further place systemwide headcount at approximately 41,951 employees across 25 campuses and the Central Office in a November 2022 snapshot and approximately 40,040 employees in Fall 2023, confirming both scale and geographic and administrative dispersion.

936. Upon information and belief, disability self-identification understates the true prevalence of disability in a workforce.

937. Using a conservative external comparator of 7.6% working-age disability prevalence in New York City applied to CUNY's 39,330 employees yields an order-of-magnitude estimate of roughly 2,990 disabled CUNY employees although Plaintiffs recognize that survey definitions and statutory disability definitions are not identical.

938. CUNY's remote-work governance also operated through broadly applicable systemwide policies and standardized remote-work agreement frameworks, including a 70% in-person expectation beginning in or about spring 2022 and remote-work agreement processes extended through 2025 and 2026.

939. CUNY reported 39,330 employees and 880 self-identified disabled employees as of August 21, 2024; 2,563 accommodations processed in 2017–2023, with annual totals of 159–1,141; 41,951 employees in November 2022; 40,040 in Fall 2023; and a paid-staff headcount of 43,135 in Fall 2025. The six identified campuses had a combined Fall 2025 paid-staff headcount of 12,341: BMCC, 3,163; KCC, 1,921; Hostos, 1,096; QCC, 1,692; City Tech, 2,478; and the College of Staten Island, 1,991.

940. Class treatment under Fed. R. Civ. P. Rules 23(b)(2), 23(c)(4), and 23(c)(5) is a fair and efficient means of adjudicating the common questions presented here because the challenged conduct arises from recurring policies, common forms, centralized decision channels, and repeatable implementation failures.

941. Class certification is appropriate under Fed. R. Civ. P. 23(b)(2) because Defendant has acted and/or refused to act on grounds generally applicable to the Classes by maintaining and applying the challenged policies, practices and/or procedures, and/or standard operating procedures. Declaratory and injunctive relief is therefore appropriate with respect to the Classes as a whole because a single injunction or declaration would provide relief to each class member.

942. Plaintiffs have retained counsel competent and experienced in employment class actions. Plaintiffs' claims are typical of the claims of the classes and subclasses because they arise from the same challenged policies, practices, customs, and methods of administration and because Plaintiffs seek declaratory, injunctive, and other appropriate relief stemming from the same course of conduct.

943. Each proposed class and subclass is ascertainable because membership turns on objective criteria with definite boundaries set out in the class definitions, not subjective belief or individualized merits determinations.

944. Class membership can be determined from Defendants' centralized and campus-level human resources, payroll, time and attendance, leave, FMLA, accommodation, appeal, interactive-process, Fitness for Duty, remote-work, discipline, performance, reappointment, non-reappointment, separation, email, and grievance records. Those records will show whether an employee was faculty, staff, or other covered personnel during the relevant period, whether and when the employee requested disability-based remote work, disability-accommodation leave, non-FMLA leave, or FMLA leave, whether the request was denied, delayed, diverted, nominally approved but not implemented, subjected to repeated recertification, or followed by discipline, separation, or other pleaded consequences, and whether the employee falls within the temporal, campus-based, or position-based limits of the relevant Class or subclass.

945. CUNY collects and compiles University-level disability and accommodation information. Its August 21, 2024 Executive Order 31 Strategic Plan reports 2,563 reasonable accommodations between 2017 and 2023 and 880 employees with disabilities. These figures establish the existence of institutional collection and compilation of accommodation-related information. The underlying records, together with records covering the class period, provide

identifiable sources for determining the number of employees satisfying the proposed class and subclass definitions.

946. Class membership and numerosity can be evaluated through Defendants' accommodation requests, supporting-documentation receipt records, determinations, renewals, appeals, complaints, and associated employment and assignment records. The analysis will identify distinct employees satisfying the applicable definition, distinguish employees from multiple appointments and repeated requests, and account for employees appearing in records from more than one campus. Initial denials, restrictive conditions, delays, and implementation failures remain relevant when a later approval, renewal, or appeal concerns the same accommodation. These sources provide a common method for identifying affected employees and determining the scope and recurrence of the challenged practices.

947. CUNY also established University-wide mechanisms for collecting discrimination complaints, tracking their disposition, and identifying recurring problems. On January 30, 2023, CUNY announced a centralized discrimination and retaliation reporting portal designed to standardize reporting across the University. CUNY stated that information would be shared with college presidents and deans, that those officials were required to submit semiannual reports concerning reported cases, and that the reports would inform policy and training. CUNY further identified University-level analysis of trends and patterns as a purpose of the reporting system.

948. CUNY's published reporting procedures expressly encompass disability discrimination and retaliation and describe "direct intake and centralized tracking." Submitted reports are reviewed and assigned to the appropriate campus Chief Diversity Officer or Title IX Coordinator. These intake, assignment, tracking, and reporting functions provide common sources

for determining when relevant complaints were received, where they were routed, their disposition, and which officials received information concerning the challenged practices.

949. Campus complaint-tracking systems provide additional organized sources of common evidence. During the periods examined in their 2020 Equal Employment Practices Commission audits, Hostos maintained an EEO Complaint Tracking System and LaGuardia maintained a complaint log. Those systems recorded information concerning the department or location, complainants and respondents, complaint basis, filing and resolution dates, elapsed processing time, and status or disposition. These established methods of organizing complaint information identify sources through which relevant class-period complaints and successor records can be examined for repeated restrictions, processing delays, and administrative responses.

950. Institutional review also extended beyond individual complaint determinations. The Equal Employment Practices Commission's corrective-action proceedings concerning BMCC and Kingsborough required annual review of EEO complaints and employment practices by designated EEO, human-resources, and legal officials, documentation of communications concerning EEO administration, and annual plans and quarterly implementation reports. The Commission subsequently determined that those campuses had implemented the required corrective actions. These historical review and reporting arrangements identify additional institutional channels and record sources relevant to determining how recurring accommodation-related problems were reviewed during the class period and which officials had responsibility to address them.

951. CUNY's August 21, 2024 Executive Order 31 Strategic Plan provides a further University-level framework for accommodation monitoring. It calls for twice-yearly check-ins concerning long-term accommodations, annual anonymized reports addressing accommodations

provided and their quality and effectiveness, and separate annual employee feedback concerning disability-related support and unmet accommodation needs. It identifies Anne Chamberlain as the agency contact working with leadership and the State Chief Disability Officer and provides for annual plan updates. These measures contemplate recurring collection and review of information concerning whether accommodations enable employees to perform their work and whether additional action is needed.

952. The accommodation, complaint, and employment records address successive stages of the challenged practices. Request and determination records identify the accommodation sought, the response, and any duration, documentation, or renewal conditions. Appeal and complaint records identify challenges to those conditions and the resulting administrative review. Scheduling, course-modality, workload, worksite, workspace, leave, and pay records provide a basis for comparing the accommodation approved with the arrangement actually implemented. Examining these sources together permits assessment of recurring delays, curtailed approvals, repeated renewal requirements, and conflicts between accommodation determinations and assigned work.

953. Records of prior accommodation approvals and remote assignments also provide a basis for identifying employees whose requests for continuation or renewal encountered the challenged restrictions after Defendants had previously accepted supporting documentation or permitted the requested arrangement. Earlier determinations, subsequent requests, and employment records can be compared to determine whether the employee's duties or documented accommodation needs changed, whether Defendants identified such a change, and whether a shared administrative restriction instead supplied the stated reason for limiting or discontinuing the arrangement.

954. The shared practices challenged in this action include the identified Question 5 screening requirement, attendance and course-modality restrictions, semester-based duration limits, repeated medical-documentation demands, and failures to implement approved accommodations in assigned work. Plaintiffs allege that these practices were communicated and applied through shared forms, administrative instructions, renewal notices, and campus and University communications, including the practices described above as “soft policy mandates.” Their source, content, distribution, and application are susceptible to common proof through the operative form versions, policy materials, communications, and testimony of the officials responsible for prescribing, interpreting, reviewing, and implementing them.

955. CUNY’s central academic administration has participated in consideration of campus requests for exceptions to University requirements. In *Hoffman v. City University of New York*, No. 20-cv-1729 (PGG) (RWL) (S.D.N.Y. Aug. 26, 2024), a requested extension of the time limit applicable to a CCNY librarian’s Instructor appointment was submitted through CUNY’s Office of Academic Affairs and approved by its Board of Trustees. When Hoffman later requested an additional extension as a disability accommodation, CCNY Human Resources official Cornel Clarke consulted Kenneth Norz in the office of CUNY’s Vice Chancellor for Academic Affairs concerning the position’s requirements and the proposed extension’s effect on CUNY policy. This history identifies an established channel for central consultation concerning accommodation-related exceptions, relevant to determining the source, interpretation, and administration of the restrictions challenged here.

956. The complaint-reporting, accommodation-review, and employee-feedback mechanisms provide common means of determining whether recurring problems reached officials responsible for policy, supervision, or corrective action. Relevant evidence includes completed

reports, supporting compilations, complaint and appeal dispositions, transmittals, recipient information, review records, and resulting instructions or follow-up. These sources bear on whether officials received notice of repeated denials, delays, duration restrictions, burdensome renewal demands, or failures to implement approvals, and whether the challenged practices continued after that notice. The separate annual employee-feedback process also provides a means of identifying unmet needs among employees whose requests did not result in effective, ongoing accommodations.

957. Plaintiffs rely on these institutional sources together with the specific directives, statements, and applications alleged above to establish the operation and effects of each challenged practice. For each class or subclass subject to the same restriction, common issues include whether that restriction governed members' requests, displaced individualized consideration, caused recurring interruptions or failures of implementation, and remained in effect after responsible officials received notice of its consequences. The existence, scope, interpretation, and continued enforcement of the restriction can be determined through evidence common to the affected members.

958. For members facing continued or renewed application of the challenged practices, Plaintiffs seek corresponding classwide declaratory and injunctive relief, including removal of unlawful categorical screening and duration restrictions, individualized consideration of renewal and documentation requirements, and procedures assigning responsibility for timely implementation and resolution of conflicts between approved accommodations and work assignments. CUNY's established reporting channels and stated accommodation-review framework bear on the feasibility of such relief and of monitoring compliance with it. Plaintiffs'

entitlement to relief arises under the disability-discrimination and retaliation statutes pleaded in this action.

959. CUNY's employee procedures assign HR determinations, a 504/ADA Coordinator in each unit, prompt written decisions, separate records, and appeals to the college President or Central Office HR Vice Chancellor. The Board has identified the Legal Affairs and General Counsel office as author and administrator of prior employee guidance. Its student Policy 7.10, developed with Academic Affairs, CIS, and counsel after the April 12, 2023 DOJ agreement, preserved the faculty/staff guidance. **See CUNY accommodation procedures 1–7 (2016) and employee procedures 1–6 (rev. Sept. 2024); Board Minutes, item 5.B.4, at 37–39 (Feb. 13, 2024).**

960. CUNY Central's spring 2022 guidance stated: "Aim for 70% in-person/HyFlex courses and 30% hybrid and online courses." It also stated: "Prioritize instructors for online/hybrid/HyFlex who have done at least one training sequence in those modalities and/or demonstrated success." And: "Aside from unusual circumstances, all full-time faculty members should teach at least one in-person course on campus." Central and campus communications required professional staff to work seven of ten days onsite, and QCC later stated: "[i]n accordance with CUNY policy, all non-teaching employees were expected to work a minimum of 70% of the time in person and 30% remotely."

961. CUNY announced a centralized discrimination-and-retaliation reporting portal on January 30, 2023. Its announced framework provided for information to be shared with college presidents and deans, required semiannual reports concerning portal cases, and identified institutional analysis of trends and patterns as a purpose of the system. Those reporting records,

together with campus accommodation and appeal files, provide a means of examining notice of recurring restrictions and the institutional response to them.

962. Membership is ascertainable from central and campus HR, accommodation, appeal, inquiry, leave, FMLA, payroll, timekeeping, scheduling, workload, modality, remote-agreement, performance, fitness-for-duty, reappointment, separation, email, and grievance records. Fields will identify position, campus, decisionmaker, request/receipt dates, medical support, reasons, duration, approval, implementation, leave codes, and outcome without first resolving ultimate unlawfulness, motive, hardship, or damages.

963. The records already at issue in this action, including accommodation forms, FMLA forms, remote-work agreements, performance and disciplinary records, and non-reappointment and separation records, show that membership can be identified through Defendants' ordinary-course business records.

964. Excluded from the classes and subclasses are: (1) Defendants; (2) current or former Department Chairs; (3) Defendants' legal representatives, successors, and assigns; (4) the Judge(s) to whom this case is assigned and members of their immediate families; (5) any person whose claims against these Defendants concerning the challenged practices have already been finally adjudicated or fully released; (6) the direct or indirect supervisors(s) of the Plaintiffs; and (7) William R. Bauer, Elena Heimur, Sylvia Kahan, Sarah E. Berger, Tara J. Mastrangelo, Catherine M. Ferrara, Cheryl Craddock, and Liam Ohana, also identified as Lia Ohana, regardless of any change in their departmental affiliation, title, or employment status; (8) Human Resources Directors, EEO/OEO officers, Chief Diversity Officers, ADA/Section 504 Coordinators, Employee Accommodations Specialists, college Presidents, the Vice Chancellor for Human Resources Management, and their designated accommodation or appeal reviewers who, during the

applicable Class Period, exercised authority on Defendants' behalf to establish the challenged policies or decide or officially recommend the disposition of other employees' accommodation requests or related medical-documentation, leave, or return-to-work determinations.

Common Questions of Law and Fact

965. Questions of law and fact common to the Classes and Subclasses include, without limitation:

966. whether Defendants maintained a policy, practice, custom, method of administration, or standard operating procedure of treating disability-based remote-work requests as presumptively disfavored, disallowed, or subject to heightened resistance;

967. whether Defendants maintained a policy, practice, custom, method of administration, or standard operating procedure of failure to conduct a good faith individualized analysis of some or all disability-based remote work accommodations;

968. whether Defendants maintained a policy, practice, custom, method of administration, or standard operating procedure of retaliation against employees who requested a disability-based remote work accommodation;

969. whether Defendants maintained a policy, practice, custom, method of administration, or standard operating procedure of retaliation against employees who requested FMLA leave;

970. whether Defendants maintained a policy, practice, custom, method of administration, or standard operating procedure of delayed responses to and/or consideration of disability-based remote work accommodation requests;

971. whether prior COVID-related remote work requirements support the absence of an undue hardship regarding remote work accommodations, and if so to what extent, including to

what extent it is relevant to the undue hardship factors of the nature and cost of the accommodation needed.

972. whether Defendants can satisfy their affirmative defense of an undue hardship with respect to the factors of CUNY's: (1) overall financial resources; (2) size; (3) number of employees; and (4) effect on expenses and operations of remote work;

973. whether Defendants denied or materially curtailed disability-based remote-work accommodations despite feasibility and the absence of undue hardship;

974. whether Defendants prohibited consideration of disability-based accommodation leave following the expiration of FMLA leave;

975. whether Defendants treated permanent, chronic, ongoing, long-term, or indefinite disabilities and/or accommodation requests as categorically or presumptively disfavored;

976. whether Defendants imposed repeated recertification demands, semester-limited approvals, or renewed application burdens not justified by individualized circumstances;

977. whether Defendants treated generally applicable onsite-attendance percentages, minimum in-person teaching requirements, or descriptions of positions as "onsite" as categorical or presumptive barriers to accommodation, or as sufficient to establish an essential-function requirement or undue hardship, without evaluating the particular work tasks and operational consequences of the requested arrangement;

978. whether Defendants used Question 5 of the Health Care Provider Accommodation Assessment Form, or materially equivalent instructions, to require identification of an essential job function the employee could not perform as a prerequisite to accommodation review, including where the employee sought an accommodation to maintain performance or address disability-related pain, health risks, or other functional limitations;

979. whether Defendants required completion of a designated CUNY or college medical form before accepting, processing, or deciding an accommodation request despite receiving provider documentation addressing the relevant functional limitations and accommodation need, without identifying specific medical or functional information missing from that documentation;

980. whether Defendants used common forms or instructions presenting a combined authorization to release or discuss health information and agreement to hold harmless persons supplying that information for signature without informing employees of an alternative through sufficient written provider verification or an appropriately limited authorization without the hold-harmless agreement; whether those alternatives were accepted in practice; and whether the combined requirement imposed an unlawful condition on accommodation review;

981. whether Defendants categorically excluded disability-related commuting limitations from consideration when evaluating requested modifications to employer-controlled work locations or schedules, or required proof of a separate inability to perform an onsite job function before considering such modifications;

982. whether Defendants applied common instructions requiring employees to report onsite, take or exhaust leave, or cease working while accommodation requests, renewals, or appeals remained pending, without assessing effective interim accommodations, and whether those instructions caused shared categories of work exclusion, leave depletion, or lost compensation;

983. whether Defendants permitted departments to impose onsite duties or withhold otherwise available work, including ordinary credit-bearing workload, during periods covered by written approval of fully remote work, and whether common approval and implementation procedures allowed departmental requirements to defeat or curtail the approved accommodation;

984. whether Defendants interpreted approval of disability-based remote teaching as categorically excluding remote performance of classroom observations and required those observations to be performed onsite without separately evaluating a requested accommodation through remote participation or assignment to an available online class to observe;

985. whether the challenged restrictions originated in or were maintained through shared University or campus instructions, standardized forms, or coordinated review and implementation procedures; which officials possessed authority to prescribe, interpret, or correct those restrictions; and whether responsible officials continued their enforcement after receiving notice of recurring barriers through accommodation requests, appeals, discrimination complaints, or institutional reports; and

986. whether declaratory or injunctive relief directed to an identified shared screening requirement, documentation demand, attendance restriction, or implementation procedure would remedy its ongoing or sufficiently imminent application to members of the affected Class or Subclass, and what common changes to review, decisionmaking, implementation, or corrective procedures such relief should require.

Prior and Current Disability Litigation Against Defendants Underscores the Scope of the Practices

987. Prior litigation placed CUNY on notice of challenges to disability-accommodation restrictions and related employment practices and constitutes further support for the class-wide application of the policies alleged herein.

988. On May 7, 2024, Jan Ramjerdi, a tenured Associate Professor of English at Queensborough Community College described above, commenced the putative class action *Ramjerdi v. City of New York*, No. 24-cv-3380 (NGG) (RML) (E.D.N.Y. filed May 7, 2024). That action challenged restrictions on fully remote disability accommodations for faculty, including an

in-person-course requirement, together with related allegations concerning FMLA leave denials and retaliation. The additional disputes described below identify particular accommodation barriers, review procedures, and personnel relevant to the practices alleged in this Complaint.

989. In *Pollack v. City University of New York*, No. 24-cv-7100 (E.D.N.Y. filed Oct. 9, 2024), plaintiff Gloria Pollack, a professor at Kingsborough Community College (“KCC”), challenged the handling of her disability-based requests to teach remotely. Pollack alleges that KCC approved remote teaching for Fall 2021, Spring 2022, and Fall 2022, but denied later renewals despite her continuing medical needs. Her November 2023 request was denied on February 22, 2024, and her July 14, 2024 request was denied on September 3, 2024, two days before the semester began. She alleges that proposed alternatives involving classroom positioning, masking, a classroom near an entrance, and Access-a-Ride drop-off did not address the limitations described by her physician. These allegations provide an additional example of delayed accommodation review and the proposed substitution of onsite measures for requested remote work.

990. In her October 12, 2026 submissions in *Pollack v. City University of New York*, No. 24-cv-7100 (E.D.N.Y. filed Oct. 9, 2024), KCC professor Gloria Pollack further alleges repeated accommodation denials despite limitations associated with rheumatoid arthritis and its treatment. Her submissions describe reliance on a return-to-campus rationale and a later accommodation request that allegedly remained unanswered during settlement discussions. Plaintiffs identify this account as additional context concerning renewal review and the alleged effect of settlement discussions on the processing of an accommodation request. See Reply Declaration ¶¶ 2–5, ECF No. 42; September 3, 2024 HR Notes, ECF No. 42-2; Rohr Deposition 139:2–11, ECF No. 42-3 (filed Oct. 12, 2026).

991. In *Cordero v. City University of New York*, No. 25-cv-7354 (LAK) (S.D.N.Y. removed Sept. 4, 2025), plaintiff Yolanda Cordero, a Baruch College employee, challenged the handling of her disability-accommodation and medical-leave requests. Cordero alleges that Baruch's Thomas Heinrich denied her 2023 remote-work request despite her prior remote performance and directed her to take FMLA leave before CUNY later approved remote work. Her proposed second amended complaint, submitted on October 19, 2026, additionally alleges that commuting aggravated her disability-related limitations. Her initial request sought an accommodation that would permit continued work; her later postoperative request sought leave during a period when she could not perform even remote work. See Amended Complaint ¶¶ 17–22 (Dec. 9, 2025), ECF No. 19; proposed Second Amended Complaint (submitted Oct. 19, 2026).

992. In the proposed second amended complaint submitted on October 19, 2026 in *Cordero v. City University of New York*, No. 25-cv-7354 (LAK) (S.D.N.Y. removed Sept. 4, 2025), Baruch College employee Yolanda Cordero alleges that her December 2023 surgery led to requests for continued medical leave and that her salary and benefits ended in April 2024. She further alleges that, during an April 23, 2024 call, Lakisha Skrine and Sergine Louis directed her toward disability or early retirement without explaining how she could return to active employment. The proposed pleading corrects her earlier allegation of formal termination: Cordero states that she learned in June 2026 that she had not been formally terminated, and she alleges that she had regained the capacity to return to work in July 2024. Plaintiffs identify these allegations as context concerning leave review, loss of pay and benefits, and communication about employment status. See proposed Second Amended Complaint (submitted Oct. 19, 2026).

993. On August 21, 2026, in *Cordero v. City University of New York*, No. 25-cv-7354 (LAK) (S.D.N.Y. removed Sept. 4, 2025), the court allowed Yolanda Cordero's Rehabilitation Act

accommodation, discrimination, and retaliation claims against CUNY to proceed on the allegations of her earlier amended complaint. That ruling addressed pleading sufficiency and preceded her October 19, 2026 proposed amendment. Plaintiffs distinguish Cordero’s allegation that leave was initially substituted for an accommodation permitting continued work from her later need for leave during postoperative incapacity. Plaintiffs do not adopt her superseded factual account of formal termination as an established fact. See Memorandum and Order at 5–12 (Aug. 21, 2026), ECF No. 31; Amended Complaint ¶¶ 17–30 (Dec. 9, 2025), ECF No. 19; proposed Second Amended Complaint (submitted Oct. 19, 2026).

994. In *Monaco v. City University of New York*, No. 25-cv-1387 (NCM) (VMS) (E.D.N.Y. filed Mar. 11, 2025), plaintiff Robert J. Monaco, a KCC employee who also held an adjunct teaching position, challenged changes to his duties and removal from adjunct teaching following an accommodation request. In an October 5, 2026 discovery order, the court described CUNY’s identification of Scott Cally as the decisionmaker and meetings involving KCC Human Resources Executive Director Gila Rohr, Monaco’s supervisor Ryan McKinney, and Provost Sharon Warren Cook. These overlapping personnel and review channels provide context concerning the handling of accommodation-related employment decisions. The discovery ruling did not establish approval of remote work or a violation shared with the proposed classes. See Order at 1–3, 5–6 (Oct. 5, 2026), ECF No. 60.

995. In *Timmer v. City University of New York*, Index No. 530244/2021 (Sup. Ct. Kings Cnty., complaint filed Nov. 24, 2021), plaintiff Micheal Timmer, an employee of New York City College of Technology (“City Tech”), alleged that Sandra Gordon invoked a two-break limit in response to his urgent disability-related request to use the bathroom in January 2019 and subsequently participated in his suspension following an incontinence incident. Gordon also

handled Plaintiff Lucas Kwong's accommodation request, as alleged elsewhere in this Complaint. Timmer's allegations provide historical context concerning the application of ordinary workplace rules to disability-related needs and the use of discipline following an accommodation dispute. They do not describe a remote-work accommodation or independently establish his membership in a proposed class. See Complaint ¶¶ 77–99, NYSCEF No. 2.

996. In *Matter of Bucaro v. Morales*, an Article 78 proceeding brought in 2007 by Thomas Bucaro, a tenured associate professor at the College of Staten Island with a hearing disability, the petitioner challenged course-scheduling and cancellation decisions affecting an established accommodation. On October 1, 2007, the trial court directed the college to provide a replacement accommodation addressing the resulting teaching-workload consequences. *Matter of Bucaro v. Morales*, 17 Misc. 3d 876, 885–87 (Sup. Ct. Richmond Cnty. 2007). On May 26, 2009, the Appellate Division dismissed the appeal and cross appeal as academic because the relevant semesters had ended, without reaching the merits or the challenged factual findings. *Matter of Bucaro v. Morales*, 62 A.D.3d 994, 994–95 (2d Dep't 2009). This litigation supplies historical context concerning the disruption of an existing accommodation through workload and scheduling decisions.

997. On December 20, 2017, Lynda G. Dodd, a City College of New York ("CCNY") political science professor, commenced *Dodd v. City University of New York*, No. 17-cv-9932 (PAE) (S.D.N.Y.), alleging retaliation following disability-accommodation requests and discrimination complaints. Her complaints preceded adverse academic evaluations and tenure and reappointment decisions. An internal investigation produced findings of discrimination and retaliation that the accused officials disputed. In its September 25, 2020 summary-judgment decision, the court allowed specified retaliation claims to proceed based in part on evidence of

procedural departures and the involvement of officials accused in Dodd's complaints. The decision did not adjudicate the disputed internal findings as true. *Dodd v. City University of New York*, 489 F. Supp. 3d 219, 232, 245, 264–70 (S.D.N.Y. 2020).

998. On March 2, 2020, Tynan Hoffman, a CCNY reference librarian holding the academic rank of Instructor, commenced the action subsequently captioned *Hoffman v. City University of New York*, No. 20-cv-1729 (PGG) (RWL) (S.D.N.Y.), challenging the denial of a disability-related extension of the deadline for obtaining a required additional degree. The record describes an earlier extension obtained through a recommendation to central Academic Affairs and approval by CUNY's Board of Trustees. When Hoffman requested a further extension as a disability accommodation in 2019, campus Human Resources consulted Kenneth Norz in CUNY's central Academic Affairs office about the position's requirements and the proposed extension's effect on CUNY policy. Review by CCNY's Chief Diversity Officer preceded a final presidential denial. This history identifies campus and central review channels involved in an accommodation decision. See Memorandum Opinion and Order (Aug. 26, 2024), ECF No. 83.

999. The record concerning Professor Lynda G. Dodd's internal discrimination complaint also identifies an investigation hold following her December 20, 2017 commencement of *Dodd v. City University of New York*, No. 17-cv-9932 (PAE) (S.D.N.Y.). On April 12, 2018, Michele Baptiste, CCNY's Dean of Diversity, Compliance, and Faculty Relations, informed President Vincent Boudreau that the investigation was complete but final notice remained unissued because CUNY Legal had reported an external lawsuit that placed internal investigations on hold. See April 12, 2018 email from Michele Baptiste to Vincent Boudreau [insert exhibit and docket reference]. The court's later opinion separately records that, on April 24, 2018, Baptiste notified Dodd that her internal complaint against Professor Vivien Tartter had been closed because Dodd's

federal lawsuit concerned the same allegations. See Opinion and Order at 20–21, *Dodd v. City University of New York*, No. 17-cv-9932 (PAE) (S.D.N.Y. Sept. 25, 2020), ECF No. 137. These events provide institutional background concerning the effect of external litigation on internal complaint processing, distinct from the closure and subsequent refiling allegedly required of Kwong during his accommodation appeal.

FIRST CAUSE OF ACTION

Rehabilitation Act – Failure to Accommodate

(Brought Individually by Levine, Mulvanerty, Sease, Sullivan, Kwong, Kessler, DeRenzo, and Miles; Class Claims on Behalf of the Disability-Based Remote-Work Accommodation Class, the Remote-Work Constructive Denial Class, the Previously Authorized Remote-Work Delay Class, the Remote Duration-Cap Subclass, Accommodation Delay Class, Accommodation-Leave Diversion Class, Permanent Disability-Based Remote-Work Accommodation Subclass, Faculty Remote-Work Accommodation Subclass, and Staff Remote-Work Accommodation Subclass; and the Approved Remote-Work Implementation Subclass and Remote-Teaching Observation Subclass)

(Against CUNY and the CUNY Board on All Individual and Class Claims; NYC in Its Alleged Community-College Joint-Employer Capacity on the Individual Claims of Levine, Mulvanerty, Sease, Sullivan, Kessler, and Miles and the Corresponding Community-College Class Claims; Chancellor Matos Rodríguez in His Official Capacity for Prospective Relief Only)

1000. Plaintiffs repeat and reallege all preceding allegations as if fully set forth herein.

1001. CUNY and NYC receive federal financial assistance in the programs or activities through which the challenged employment practices are administered. By accepting that assistance, CUNY waived Eleventh Amendment immunity to Section 504 claims as provided in 42 U.S.C. § 2000d-7.

1002. The institutional Defendants are subject to Section 504 and its employment-discrimination standards, 29 U.S.C. § 794(a) and (d). The Chancellor has the executive and policy-implementation authority alleged above to implement effective accommodations and remedy ongoing violations affecting Plaintiffs' employment or reinstatement.

1003. Plaintiffs are qualified individuals with disabilities within the meaning of Section 504.

1004. With reasonable accommodations, including fully remote or materially greater remote work where effective, prompt implementation of approved accommodations, disability-accommodation-based leave or post-FMLA leave where reasonable and necessary, temporary interim measures while requests were pending, and other functionally equivalent modifications, Plaintiffs could perform the essential functions of their positions and enjoy equal employment opportunities.

1005. Defendants had actual notice of the relevant disabilities, functional limitations, and accommodation needs through accommodation requests, appeals, accommodation request forms, medical certifications, medical provider letters, leave paperwork, meetings, grievances, and related communications.

1006. Defendants nevertheless denied, delayed, materially curtailed, semester-limited, conditionally burdened, or failed to implement effective accommodations; approved accommodations only nominally while withholding corresponding schedule, assignment, course-load, workspace, reporting, or workload changes; and substituted materially inferior measures or leave in place of effective accommodation.

1007. Defendants withheld Kessler's medically supported remote-work accommodation, substituted ineffective onsite measures or leave, and granted only temporary partial relief that left her documented needs unresolved.

1008. CUNY and CUNY Board curtailed DeRenzo's approved remote work, excluded him from work during review, directed leave, and failed to implement effective seating and work-

access arrangements. These practices caused lost work and pay, depleted leave, and aggravated symptoms.

1009. Defendants failed to reasonably accommodate Miles by burdening continuation of her established sixty-percent remote-work and lighting accommodation with repeated documentation demands without identifying a material deficiency or individualized change warranting those demands, directing increased onsite attendance while review remained pending, and failing to resolve medically supported schedule flexibility, breaks, and accessible meeting participation. The eventual approval of three remote days did not remedy the separate restrictions on her previously permitted early departures or the failure to provide an effective alternative for the in-person-only staff meeting.

1010. CUNY, through Rubin, required Miles to submit renewed employee and provider forms before substantive review of her continuing accommodation needs despite the existing assessment and physician confirmations. Rubin directed compliance with the general hybrid schedule pending renewed written approval. The prerequisite delayed effective consideration of Miles's needs and contributed to the periods of unmet accommodation described above.

1011. Defendants further failed to conduct individualized, prompt, and/or good-faith accommodation analyses.

1012. Upon information and belief, Defendants also treated permanent, chronic, ongoing, long-term, and indefinite disabilities and/or accommodation requests as presumptive undue hardships.

1013. Defendants subjected Plaintiffs to repeated reverification demands, semester-by-semester approvals, and renewed application burdens not justified by individualized circumstances.

1014. Defendants subjected Plaintiffs to unreasonable accommodation delays that, in the circumstances alleged, left disability-related barriers to work or equal employment opportunities unaddressed.

1015. Eventual partial or temporary determinations did not remedy periods in which effective accommodation was unreasonably withheld. The delays caused leave depletion, lost work and pay, and continued unmet accommodation needs despite medical support and available workable arrangements.

1016. Mulvanerty, Sease, and Kwong were deprived of effective accommodation through delayed decisions and implementation, incompatible workloads, unresolved remote-work or workspace alternatives, and continuing barriers to teaching and other duties.

1017. The remote disability accommodations requested by Plaintiffs, and upon information and belief the classes, would not have imposed an undue hardship.

1018. The remote disability accommodations requested by Plaintiffs, and upon information and belief the classes, would have allowed them to fulfill the essential functions of their positions.

1019. Defendants failed to engage in a good-faith interactive process, contributing to the denial of available effective reasonable accommodations.

1020. Defendants' own remote operations, the existence of remote and asynchronous instructional modalities, and the histories of successful remote performance support the effectiveness of, and the absence of an undue hardship regarding, the requested disability-based remote work accommodations.

1021. Defendants denied Plaintiffs the benefits of employment, excluded them from equal participation in employment opportunities, and otherwise discriminated against them in violation

of Section 504 by denying, delaying, or failing to implement effective reasonable accommodations needed because of their disabilities.

1022. The accommodation failures include express refusals and constructive refusals through unreasonable delay or nonimplementation during the periods alleged for each Plaintiff and applicable class. Continued administrative review did not supply effective accommodation, and later approval or partial adjustment did not cure the preceding deprivation of available modifications enabling essential job functions. These are accommodation violations under 29 U.S.C. § 794(a), (d) and 42 U.S.C. § 12112(b)(5)(A).

1023. As a direct and proximate result of Defendants' conduct, Plaintiffs, and upon information and belief the classes, suffered damages. For compensatory relief under Section 504, the recipient entities acted with deliberate indifference through the officials identified above, who had authority to correct the accommodation failures, actual knowledge of a substantial likelihood that federally protected accommodation rights were being violated, and deliberately failed to correct those violations despite the medical notice, requests, and available accommodations alleged above.

1024. The responsible officials' actual knowledge and deliberate failure to correct the accommodation violations reflected deliberate indifference beyond negligence or administrative inaction. Personal hostility or ill will was not required.

1025. Defendants' denial, partial denial, delay, and/or attempted avoidance of disability-based remote work accommodation was Defendants' policy, practice, and/or standard operating procedure with respect to the classes.

1026. The classes seek class-wide declaratory relief, class-wide injunctive relief, attorney's fees, costs, interest, and such other and further relief as the Court deems just and proper under applicable law.

1027. Plaintiffs seek all relief available under Section 504 and 29 U.S.C. § 794a, including individual declaratory and injunctive relief including approval of their requested disability-based accommodation and/or reinstatement, actual damages, nominal damages, back pay, front pay and/or reinstatement, attorney's fees, costs, interest, and such other and further relief as the Court deems just and proper under applicable law.

SECOND CAUSE OF ACTION

Rehabilitation Act – Disability Discrimination

(Brought Individually by Levine, Mulvanerty, Sease, Sullivan, Kwong, Kessler, DeRenzo, and Miles; No Class Claim)

(Against CUNY and the CUNY Board on All Individual Claims; NYC in Its Alleged Community-College Joint-Employer Capacity on the Individual Claims of Levine, Mulvanerty, Sease, Sullivan, Kessler, and Miles; Chancellor Matos Rodríguez in His Official Capacity for Prospective Relief Only)

1028. Plaintiffs repeat and reallege all preceding allegations as if fully set forth herein.

1029. CUNY and NYC receive federal financial assistance in the relevant programs or activities and are subject to Section 504's employment-discrimination standards. The Chancellor has the executive and policy-implementation authority alleged above to remedy ongoing violations affecting Plaintiffs' employment or reinstatement.

1030. Plaintiffs are qualified individuals with disabilities within the meaning of Section 504.

1031. Defendants discriminated against Plaintiffs in the terms, conditions, and continuation of employment because of disability, including through the disability-linked adverse treatment, lost work and benefits, non-reappointment, termination, or constructive discharge

specifically alleged for each Plaintiff. Disability was a but-for cause of the challenged discriminatory treatment: the treatment would not have occurred absent disability.

1032. Defendants subjected Kessler to disability-based inferior treatment by imposing onsite requirements and substituting leave or ineffective measures for the effective remote-work accommodation she could perform.

1033. CUNY subjected DeRenzo to disability-related disparagement, accommodation implementation failures, adverse attendance scrutiny, pressure to accept onsite work, and termination because of his disability and accommodation needs.

1034. Defendants restricted Miles's functioning accommodation, imposed rigid attendance requirements, and excluded her from a staff meeting after notice of the disability-related barriers, thereby subjecting her to inferior employment conditions because of disability.

1035. Plaintiffs' disabilities were obvious, known to, and/or disclosed to Defendants.

1036. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered damages.

1037. Plaintiffs seek all relief available under Section 504 and 29 U.S.C. § 794a, including individual declaratory and injunctive relief including approval of their requested disability-based accommodation and/or reinstatement, actual damages, nominal damages, back pay, front pay and/or reinstatement, attorney's fees, costs, interest, and such other and further relief as the Court deems just and proper under applicable law.

THIRD CAUSE OF ACTION

Rehabilitation Act – Retaliation

(Brought Individually by Levine, Mulvanerty, Sease, Sullivan, Kwong, Kessler, DeRenzo, and Miles; Class Claims on Behalf of the Remote Accommodation Retaliation Class)

(Against CUNY and the CUNY Board on All Individual and Class Claims; NYC in Its Alleged Community-College Joint-Employer Capacity on the Individual Claims of Levine, Mulvanerty, Sease, Sullivan, Kessler, and Miles and the Corresponding Community-College Class Claims; Chancellor Matos Rodríguez in His Official Capacity for Prospective Relief Only)

1038. Plaintiffs repeat and reallege all preceding allegations as if fully set forth herein.

CUNY and NYC receive federal financial assistance in the relevant employment programs or activities. The Chancellor has the executive and policy-implementation authority alleged above to remedy ongoing violations affecting Plaintiffs' employment or reinstatement.

1039. Plaintiffs engaged in protected activity by requesting disability accommodations; appealing accommodation denials; submitting supporting medical documentation; requesting disability-accommodation-based leave where applicable; complaining about disability discrimination, accommodation denials, or accommodation-related irregularities; filing administrative charges; participating in grievance or union processes; and otherwise opposing practices reasonably and in good faith believed to be forbidden by disability-discrimination law.

1040. The class engaged in protected activity.

1041. Defendants knew of that protected activity.

1042. Defendants knew of the protected activity of the class.

1043. After and because of that protected activity, Defendants subjected Plaintiffs to materially adverse actions, including but not limited to heightened scrutiny, discipline, AWOL designations or threats, forced leave usage, schedule changes, supervisory changes, reassignment, reduced or distorted workloads, denial or curtailment of teaching assignments, adverse

evaluations, hostile treatment, non-reappointment, forced retirement, termination, and other actions that would dissuade a reasonable employee from engaging in protected activity.

1044. After Kessler requested accommodations and opposed disability-related restrictions, Warren Cook instructed her to stop communicating directly with her and to report to McKinney. The resulting loss of supervisory access and reporting change would dissuade a reasonable employee from asserting accommodation rights.

1045. After learning of DeRenzo's accommodation requests, appeals, DEI complaints, and EEOC charge, CUNY subjected him to heightened scrutiny, adverse work and location directives, attendance accusations, and termination. The timing and ensuing treatment support his retaliation claim.

1046. After Miles requested continued effective accommodation and objected in writing to the use of protected leave against it, Defendants maintained renewed documentation and onsite demands, restricted previously permitted departures, and failed to provide effective meeting access because she asserted accommodation rights.

1047. The pleaded timing, express references to protected requests, escalation, departures from prior arrangements, and inconsistent explanations support the inference that the relevant protected activity was a but-for cause of the materially adverse treatment. Plaintiffs allege that the retaliatory treatment would not have occurred absent that protected activity.

1048. As a direct and proximate result of Defendants' conduct, Plaintiffs, and upon information and belief, the class, suffered damages.

1049. The class seeks class-wide declaratory relief, class-wide injunctive relief, attorney's fees, costs, interest, and such other and further relief as the Court deems just and proper under applicable law.

1050. Plaintiffs seek all relief available under Section 504 and 29 U.S.C. § 794a, including individual declaratory and injunctive relief including approval of their requested disability-based accommodation and/or reinstatement, actual damages, nominal damages, back pay, front pay and/or reinstatement, attorney's fees, costs, interest, and such other and further relief as the Court deems just and proper under applicable law.

FOURTH CAUSE OF ACTION

Rehabilitation Act – Screening Through Discriminatory Qualification Standards, Criteria, and Methods of Administration

(Brought Individually by Levine, Mulvanerty, Sease, Sullivan, Kwong, Kessler, DeRenzo, and Miles; Class Claims on Behalf of the Disability-Based Remote-Work Accommodation Class; the Remote-Work Constructive Denial Class; the Previously Authorized Remote-Work Delay Class; the Remote Duration-Cap Subclass; the Permanent Disability-Based Remote-Work Accommodation Subclass; the Faculty Remote-Work Accommodation Subclass; the Staff Remote-Work Accommodation Subclass; the Accommodation Delay Class; the Accommodation-Leave Diversion Class; the Approved Remote-Work Implementation Subclass; the Remote-Teaching Observation Subclass; the Question 5 Accommodation-Access Class; the Unchanged-Condition Recertification Subclass; and the Categorical Commute-Exclusion Subclass)

(Against CUNY and the CUNY Board on All Individual and Class Claims; NYC in Its Alleged Community-College Joint-Employer Capacity on the Individual Claims of Levine, Mulvanerty, Sease, Sullivan, Kessler, and Miles and the Corresponding Community-College Class Claims; and Chancellor Matos Rodríguez in His Official Capacity for Prospective Relief Only)

1051. Plaintiffs repeat and reallege all preceding allegations as if fully set forth herein.

1052. This count includes the Question 5 Accommodation-Access Class, represented by Levine, Mulvanerty, Kwong, Sease, Kessler, Miles, and DeRenzo. The accommodation-access claim arises from imposition of the prerequisite, including when an employee furnished the demanded information or was later directed to use leave.

1053. CUNY and NYC receive federal financial assistance in the relevant programs or activities and are subject to Section 504's employment-discrimination standards. The Chancellor

has the executive and policy-implementation authority alleged above to remedy ongoing violations affecting Plaintiffs' employment or reinstatement.

1054. Plaintiffs, and upon information and belief the class and subclass members, are qualified individuals with disabilities within the meaning of Section 504.

1055. Defendants maintained and enforced systemwide and recurring standards, criteria, approval structures, and methods of administration that screened out or tended to screen out qualified employees whose disabilities required disability-based accommodations of remote work and/or leave.

1056. The challenged criteria include the 70/30 onsite-presence framework and one-in-person-course requirement as administered to deny or obstruct effective individualized disability accommodations, notwithstanding the policies' express accommodation exceptions.

1057. Those challenged standards, criteria, and methods also otherwise included, without limitation: (a) categorical or presumptive in-person attendance expectations, including faculty-side in-person teaching requirements and staff-side in-person presence requirements, applied without an individualized assessment of the employee's actual essential job functions; (b) decision rules and practices that deferred to unsupported departmental or supervisory assertions that in-person presence was required, rather than analyzing whether the employee could perform the essential functions of the position with telework or other effective accommodation; (c) approval structures and implementation practices that permitted departments, chairs, supervisors, or managers to defeat, narrow, or fail to implement accommodations even after Human Resources approved them, including by withholding corresponding schedule, assignment, workload, worksite, reporting, or workspace changes; (d) recurring practices of treating permanent, chronic, long-term, ongoing, or indefinite disability-related accommodation needs as categorically or presumptively disfavored

through semester-limited approvals, repeated recertification demands, and renewed application burdens not justified by individualized circumstances; and (e) methods of administration that delayed or obstructed effective accommodation by requiring serial, duplicative, or shifting paperwork, shifting responsibility between Human Resources and departments, delaying appeals, failing to consider interim remote measures, or failing to timely issue and implement final determinations.

1058. Defendants applied onsite-presence, temporary-approval, renewal, and expiration rules to Kessler, DeRenzo, and Miles that conditioned continued work or equal participation on physical presence or repeated reauthorization despite documented limitations and demonstrated remote-work capability. Those rules screened out or tended to screen out these Plaintiffs without effective individualized accommodation.

1059. Question 5 of the Health Care Provider Accommodation Assessment Form states: “Please specify the essential job functions you believe your patient cannot perform.” CUNY and NYC used that question to require identification of an unperformable essential function as a condition of processing, continuing to process, or deciding accommodation requests.

1060. Rohr imposed that prerequisite on Sease and Kessler despite documentation identifying their disability-related limitations and modifications that would enable them to continue working.

1061. On July 8, 2026, Rohr required further documentation from Kessler despite her provider’s explanation that she could perform all essential functions effectively with three remote days. Kessler obtained additional physician information describing her commuting limitations and the effectiveness of increased remote work.

1062. CUNY and NYC used the resulting description of difficulty under existing conditions to direct Kessler toward leave or measures retaining the existing onsite schedule. The incapacity prerequisite separately obstructed Sease's and Kessler's access to accommodation review when imposed.

1063. Qualified employees remained entitled to reasonable accommodation of known disability-related limitations even when they could perform essential functions without accommodation. Requiring proof of incapacity excluded such employees from individualized consideration.

1064. As applied, the incapacity prerequisite was not job-related and consistent with business necessity. Defendants could assess the documented limitations and proposed modifications without requiring proof that an employee could not perform an essential function. The prerequisite delayed or restricted effective accommodation and imposed continuing disability-related burdens and leave pressure.

1065. Defendants categorically excluded disability-related commuting limitations from consideration of employer-controlled hours and locations, diverted employees to leave despite available accommodated work, and failed to implement approved remote work through compatible assignments and nonteaching-service modifications.

1066. As alleged above, Defendants used these standards, criteria, and methods as recurring institutional mechanisms.

1067. These standards, criteria, and methods of administration screened out or tended to screen out Plaintiffs, and class members and subclass members, from equal employment opportunities because they conditioned continued work, full workload, equivalent assignments, or continued employment status on the ability to satisfy rigid in-person expectations or to obtain

departmental acceptance of remote work notwithstanding disability-related need and, in some cases, notwithstanding Human Resources approval.

1068. As applied to the positions and disability-related barriers alleged here, the challenged criteria were not job-related and consistent with business necessity. Even to the extent an underlying standard served a legitimate operational need, performance could be accomplished with the effective reasonable accommodations alleged without undue hardship, and Defendants failed to provide those accommodations.

1069. Defendants failed to conduct an individualized assessment of actual job functions and to provide reasonable accommodation where doing so would permit performance of the essential functions of the position without undue hardship.

1070. The lack of an individualized inquiry supports the allegation that Defendants applied the challenged criteria without identifying an actual essential-function or undue-hardship barrier to an effective reasonable accommodation.

1071. In addition, as alleged above, Plaintiffs, and upon information and belief the class members, could perform the essential functions of their positions with reasonable accommodation, including fully remote work, materially greater remote work, prompt implementation of approved accommodations, temporary interim remote measures while requests were pending, and/or equivalent schedule/worksites/workspace modifications.

1072. By maintaining and enforcing those disability-based criteria and discriminatory methods of administration, Defendants violated Section 504 and its incorporated employment standards, 29 U.S.C. § 794(d) and 42 U.S.C. § 12112(b)(3) and (6). Plaintiffs allege the resulting disability-based exclusion and unequal treatment described above, including that the criteria

screened out or tended to screen out qualified employees whose disabilities prevented compliance without accommodation.

1073. As a direct and proximate result of Defendants' conduct, Plaintiffs, and upon information and belief, the classes, suffered damages.

1074. The classes seek class-wide declaratory relief, class-wide injunctive relief, attorney's fees, costs, interest, and such other and further relief as the Court deems just and proper under applicable law.

1075. Plaintiffs seek all relief available under Section 504 and 29 U.S.C. § 794a, including individual declaratory and injunctive relief including approval of their requested disability-based accommodation and/or reinstatement, actual damages, nominal damages, back pay, front pay and/or reinstatement, attorney's fees, costs, interest, and such other and further relief as the Court deems just and proper under applicable law.

FIFTH CAUSE OF ACTION

Family and Medical Leave Act – Retaliation

(Brought Individually by Sullivan, Levine, Mulvanerty, Sease, and Miles; Class Claims on Behalf of the FMLA Retaliation Class)

(Against CUNY, and CUNY Board, and NYC in Their Alleged Community-College Employer Capacities on the Individual and Class Claims; Ursin and Munroe on Mulvanerty's Individual Claim; Rohr, Mullen, and Lujan on Sease's Individual Claim; and Rubin and Myers on Miles's Individual Claim; All Individual Defendants in Their Personal Capacities as Alleged FMLA Employers; and Chancellor Matos Rodríguez in His Official Capacity for Prospective Relief on Sease's Claim)

1076. Plaintiffs repeat and reallege all preceding allegations as if fully set forth herein.

1077. The Plaintiffs asserting this count and the proposed FMLA Retaliation Class were eligible employees under 29 U.S.C. § 2611(2): each had at least twelve months of employment and at least 1,250 hours of service during the preceding twelve months when the relevant

qualifying leave began. They were entitled to the FMLA leave at issue for their own serious health conditions or, as alleged for Sullivan, care of a parent with a serious health condition.

1078. Miles had worked for CUNY and BMCC for more than twelve months and had completed at least 1,250 hours of service during the twelve months preceding commencement of her FMLA leave. Her serious health condition required intermittent and reduced-schedule leave.

1079. CUNY and NYC were covered employers. The individual Defendants acted directly or indirectly in the employers' interests and exercised the actual control over the respective Plaintiff's work, leave, attendance, records, or continued employment specifically alleged above, making them employers under 29 U.S.C. § 2611(4)(A)(ii)(I).

1080. The institutional employers employed at least fifty employees within seventy-five miles of Plaintiffs' worksites.

1081. Plaintiffs and the class engaged in protected activity under the FMLA by requesting and/or using FMLA leave; submitting certifications or recertifications; invoking return-to-work rights; and/or opposing practices made unlawful by the FMLA.

1082. Defendants knew of that protected activity.

1083. Defendants used protected FMLA leave as a negative or motivating factor in adverse scrutiny, attendance treatment, evaluations, restrictions, non-reappointment, and termination. Sullivan's claim includes his approved family-care leave; Mulvanerty's includes workload and appointment/appeal treatment; Sease's includes intermittent-leave attendance treatment; and Levine's includes withholding return to medically cleared remote work until FMLA expired and ensuing leave restrictions and retirement pressure.

1084. Miles requested and used intermittent FMLA leave and challenged restrictions on its use. Myers objected to the same onsite-day early departures previously permitted as annual

leave, asserted coverage-based authority to refuse them, and expressly linked FMLA use to reconsideration of Miles's accommodation and schedule.

1085. Rubin treated Miles's FMLA use as evidence of a changed condition despite physician confirmation of her continuing accommodation needs. Defendants used that leave as a negative factor in renewed paperwork, heightened attendance scrutiny, onsite demands, departure restrictions, and a work demand during approved leave.

1086. Retaliation for requesting or taking qualifying leave violated 29 U.S.C. § 2615(a)(1) and 29 C.F.R. § 825.220(c). Retaliation for opposing unlawful FMLA practices or participating in protected FMLA proceedings also violated § 2615(a)(2) or (b), as applicable to the particular opposition or proceeding alleged.

1087. Defendants acted willfully, with knowledge that the challenged use of protected leave against Plaintiffs was prohibited or with reckless disregard of that prohibition. The written leave approvals, certifications, specific FMLA objections, and continued restrictions described above support that inference as to the responsible Defendants.

1088. Defendants' intentional retaliatory conduct was not good-faith compliance with the FMLA.

1089. Upon information and belief, Defendants did not believe that their intentional retaliatory conduct complied with the FMLA.

1090. As a direct and proximate result of Defendants' conduct, Plaintiffs, and upon information and belief the classes, suffered damages.

1091. The class seeks class-wide declaratory relief, class-wide injunctive relief, attorney's fees, costs, interest, and such other and further relief as the Court deems just and proper under applicable law.

1092. Plaintiffs seek all relief available under the FMLA including back pay, front pay, liquidated damages, individual declaratory and injunctive relief including restoration of their FMLA rights and/or reinstatement, actual damages, attorney's fees, costs, interest, and such other and further relief as the Court deems just and proper under applicable law.

SIXTH CAUSE OF ACTION

New York City Human Rights Law – Failure to Accommodate

(Brought Individually by Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles; Class Claims on Behalf of the Disability-Based Remote-Work Accommodation Class; the Remote-Work Constructive Denial Class; the Previously Authorized Remote-Work Delay Class; the Remote Duration-Cap Subclass; the Permanent Disability-Based Remote-Work Accommodation Subclass; the Faculty Remote-Work Accommodation Subclass; the Staff Remote-Work Accommodation Subclass; the Accommodation Delay Class; the Accommodation-Leave Diversion Class; the Approved Remote-Work Implementation Subclass; the Remote-Teaching Observation Subclass; the Question 5 Accommodation-Access Class; the Unchanged-Condition Recertification Subclass; the Categorical Commute-Exclusion Subclass; the Mandatory Medical-Form Class, Represented by Miles; and the Remote-Work Assessment and Undue-Hardship Issues Class, Represented by Kessler)

(Against CUNY, the CUNY Board, and NYC on the Community-College Claims of Mulvanerty, Sease, Kessler, and Miles and the Corresponding Class Claims; Ursin, Washington-Brown, and Munroe as to Mulvanerty; Rohr and Mullen as to Sease; Rohr as to Kessler; Rubin and Myers as to Miles; Likollari as to DeRenzo; Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett as to Kwong; and Matos Rodríguez as to Sease and Kessler's Staff-Presence Policy Claims; All Individuals in Their Personal Capacities)

1093. Plaintiffs repeat and reallege all preceding allegations as if fully set forth herein.

1094. Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles each had a disability within the meaning of the NYCHRL, and the challenged treatment affected their employment in New York City. Their employers knew of their limitations and accommodation requests. Each could satisfy the essential requisites of the position with reasonable accommodation.

1095. These Plaintiffs and the proposed class members had physical, medical, mental, or psychological impairments within the NYCHRL's definition of disability.

1096. The Plaintiffs asserting this count and the proposed class members were employees of the respective institutional employers alleged above.

1097. The institutional employers were covered employers. The individual Defendants personally participated in the challenged accommodation conduct as their agents or employees.

1098. The respective institutional employers employed more than four employees at all times relevant to the complaint, including but not limited to, for the period beginning twelve months before the start of an unlawful discriminatory practice and continuing through the end of such unlawful discriminatory practice.

1099. For Plaintiff Mulvanerty, and the class, Defendants failed to approve, and/or delayed the approval of, disability-based accommodations without a good faith individualized analysis, absent the existence of an undue hardship, and/or despite no impediment to the ability to carry out the essential functions of their role.

1100. The accommodation failures included the delay in Mulvanerty's medically supported 2024 remote-work request and the failure to implement the approved arrangement through a compatible available workload, as specifically alleged above.

1101. The pleaded delays effectively denied accommodation where their duration, the information already available, the failure to provide an effective interim arrangement, and the resulting work barriers or loss of benefits made them unreasonable in the particular circumstances.

1102. Defendants failed to provide effective interim accommodations or timely implement available modifications while the requests remained pending, causing the employment barriers and losses alleged above.

1103. Plaintiffs allege that the challenged partial or delayed measures failed to address their actual disability-related limitations; eventual approval did not eliminate an earlier period of unreasonable deprivation. The accommodation failures include constructive denials through unnecessary delay, unimplemented approvals, and partial measures leaving the identified

disability-related barriers unresolved. These claims arise independently under N.Y.C. Admin. Code § 8-107(15).

1104. Rohr participated in Kessler's denied or delayed remote-work accommodation and ineffective substitutes. Likollari imposed conflicting work-location and implementation directives on DeRenzo. Rubin and Myers imposed renewed documentation, attendance, flexibility, and meeting-access restrictions on Miles without an individualized showing of undue hardship.

1105. Rohr and Mullen denied Sease effective remote or onsite accommodation, failed to implement approved measures, and left her renewed request and interim needs unresolved despite notice of the sensory barriers and workable alternatives.

1106. Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett personally imposed or knowingly assisted Kwong's remote-work, scheduling, service, documentation, and review restrictions. The remote-teaching reassignment left observations, meetings, service, and asynchronous-instruction needs unresolved.

1107. Rubin rejected Miles's physician verification as a formal request, required new employee and provider forms, and directed compliance with the general hybrid schedule despite the existing accommodation and current medical confirmation. Conditioning substantive consideration on prescribed forms delayed consideration of her continuing needs and contributed to the failure to provide timely, effective accommodation.

1108. Matos Rodríguez continued the staff-presence restrictions after notice of health-related accommodation needs, recognition of fully remote arrangements, and requests for flexibility. His deliberate maintenance of those restrictions through campus implementation reflected reckless or conscious disregard of Sease's, Kessler's, and affected Class members' rights.

1109. Mulvanerty further alleges that Defendants failed to implement effective remote-work accommodation in the workload and reappointment process despite available remote assignments and her documented ability to perform the relevant work.

1110. Her appeal put Defendants on notice that the asserted workload deficiency resulted from the failure to implement her approved accommodation and consider the identified remote assignments. Defendants maintained the challenged arrangement without providing an effective reasonable accommodation.

1111. Under the NYCHRL, Defendants bore the burden of proving undue hardship with respect to the accommodations at issue. As alleged above, the requested accommodations were reasonable and feasible and did not impose undue hardship.

1112. Defendants' conduct violated N.Y.C. Admin. Code § 8-107(15).

1113. As a direct and proximate result of Defendants' conduct, Plaintiffs, and upon information and belief the classes, suffered damages.

1114. The class seeks class-wide declaratory relief, class-wide injunctive relief, attorney's fees, costs, interest, and such other and further relief as the Court deems just and proper under applicable law.

1115. Plaintiffs seek all relief available under the NYCHRL including back pay, front pay and/or reinstatement, compensatory damages, individual injunctive relief, declaratory relief, attorney's fees, costs, and expert fees, and such other and further relief as the Court deems just and proper under applicable law.

1116. Plaintiffs also seek punitive damages against personally liable individual Defendants whose conduct constitutes willful or wanton negligence, recklessness, or a conscious

disregard of Plaintiffs' rights, and such other and further relief as the Court deems just and proper under applicable law.

SEVENTH CAUSE OF ACTION

New York City Human Rights Law – Failure to Engage in Cooperative Dialogue

(Brought Individually by Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles; Class Claims on Behalf of the Disability-Based Remote-Work Accommodation Class; the Remote-Work Constructive Denial Class; the Previously Authorized Remote-Work Delay Class; the Remote Duration-Cap Subclass; the Permanent Disability-Based Remote-Work Accommodation Subclass; the Faculty Remote-Work Accommodation Subclass; the Staff Remote-Work Accommodation Subclass; the Accommodation Delay Class; the Accommodation-Leave Diversion Class; the Approved Remote-Work Implementation Subclass; the Remote-Teaching Observation Subclass; the Question 5 Accommodation-Access Class; the Unchanged-Condition Recertification Subclass; the Categorical Commute-Exclusion Subclass; and the Mandatory Medical-Form Class, Represented by Miles)

(Against CUNY, the CUNY Board, and NYC on the Community-College Claims of Mulvanerty, Sease, Kessler, and Miles and the Corresponding Class Claims; Ursin, Washington-Brown, and Munroe as to Mulvanerty; Rohr and Mullen as to Sease; Rohr as to Kessler; Rubin and Myers as to Miles; Likollari as to DeRenzo; Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett as to Kwong; and Matos Rodríguez as to Sease and Kessler's Staff-Presence Policy Claims; All Individuals in Their Personal Capacities)

1117. Plaintiffs repeat and reallege all preceding allegations as if fully set forth herein.

1118. The Plaintiffs asserting this count and the proposed class members were employees of the respective institutional employers alleged above.

1119. The institutional employers were covered employers. The individual Defendants were their employees or agents and personally participated in the dialogue-related conduct alleged above.

1120. The respective institutional employers employed more than four employees at all times relevant to the amended complaint, including but not limited to, for the period beginning twelve months before the start of an unlawful discriminatory practice and continuing through the end of such unlawful discriminatory practice.

1121. Under N.Y.C. Admin. Code § 8-107(28), once Defendants knew or should have known that an employee had requested, or might require, a disability-related accommodation, Defendants were required to engage in a good-faith cooperative dialogue within a reasonable time and to provide a written final determination at the conclusion of that dialogue.

1122. The respective Defendants knew or should have known that Plaintiffs and the class members had requested or might require disability-related accommodations, through the requests, medical documentation, and communications specifically alleged above.

1123. Defendants delayed providing a substantive response to Mulvanerty's disability-accommodation request for more than two months.

1124. When Mulvanerty requested disability-accommodation leave after exhaustion of FMLA, Defendants directed her to the Non-FMLA Medical Leave process without a good-faith discussion of the request as a disability accommodation. The requested leave was subsequently approved, but Defendants did not conduct the required good-faith cooperative dialogue.

1125. Defendants failed to timely discuss the identified disability-related needs, potential accommodations and alternatives, and any actual implementation difficulties.

1126. The challenged conduct included treating referral to a leave form as a substitute for discussing Mulvanerty's accommodation needs and how she could remain employed with effective accommodation.

1127. As to Mulvanerty's remote-work accommodation, the process also failed to resolve how an approved remote arrangement would be implemented through an available workload compatible with her limitations.

1128. Defendants' failure to discuss and resolve those implementation barriers, including after they were raised in Mulvanerty's appeal, forms the dialogue claim.

1129. Rohr failed to resolve Kessler's medically supported schedule and coverage alternatives through timely individualized dialogue. Likollari's directives and repeated review did not resolve DeRenzo's seating, mobility, work-location, and treatment-related barriers.

1130. Rubin and Myers required renewed forms and threatened greater onsite attendance despite Miles's existing physician support. Rubin identified general functional and operational concerns but no specific informational deficiency. The later schedule determination left flexibility, breaks, and meeting access unresolved despite Miles's willingness to provide relevant clarification.

1131. Rohr and Mullen failed to timely resolve Sease's ineffective onsite measures, enclosed-workspace alternatives, and proposed remote methods. Her appeal decision did not cure the preceding dialogue failures, and her renewed request remained unresolved.

1132. Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett failed to resolve Kwong's remote-teaching and service implementation, repetitive documentation, and observation requests, including Corbett's refusal to discuss remote observations without prior approval. Each personally participated in or knowingly assisted the dialogue failures attributed to that individual.

1133. Rubin required Miles to submit prescribed employee and provider forms before substantive consideration of continuing accommodation and before scheduling an interactive-process meeting. Miles identified the existing documentation, requested identification of missing information, and offered relevant clarification.

1134. Rubin identified general categories of functional information and operational concerns but did not identify the particular deficiency in the existing assessment and continuation letters that required their rejection. The form prerequisite obstructed timely, good-faith consideration of the information already supplied and necessary clarification.

1135. Miles submitted the requested paperwork by August 17, 2026 and attended the August 18 meeting. The renewed approval effective August 31 restored the remote-day split but left requested arrival and departure flexibility, symptom-management breaks, and meeting access unresolved.

1136. Miles brings the form-prerequisite claims on behalf of the Mandatory Medical-Form Class. Her claims concern Rubin's personal administration and CUNY and NYC's community-college employer conduct. The Class seeks class-wide declaratory and injunctive relief and appropriate common-issue relief under the certification provisions alleged above. Kwong's individual and other pleaded class claims concerning the City Tech participants and conduct identified in this count remain as alleged.

1137. Defendants' conduct violated N.Y.C. Admin. Code § 8-107(28). The nonresponses, undue delays, repeated prerequisites, and failures to address identified alternatives alleged above independently violated the duty of timely, good-faith cooperative dialogue. Meetings, correspondence, or written decisions did not discharge that duty where they failed to timely address the identified needs, alternatives, and implementation barriers.

1138. Matos Rodríguez personally directed and maintained the staff-presence policies applied to Sease and Kessler and knowingly continued the challenged restrictions after notice of disability-related accommodation needs and requests for flexibility.

1139. As a direct and proximate result of Defendants' conduct, Plaintiffs, and upon information and belief the class, suffered damages.

1140. The class seeks class-wide declaratory relief, class-wide injunctive relief, attorney's fees, costs, interest, and such other and further relief as the Court deems just and proper under applicable law.

1141. Plaintiffs seek all relief available under the NYCHRL including back pay, front pay and/or reinstatement, compensatory damages, individual injunctive relief, declaratory relief, attorney's fees, costs, and expert fees, and such other and further relief as the Court deems just and proper under applicable law.

EIGHTH CAUSE OF ACTION

New York City Human Rights Law – Disability Discrimination

(Brought Individually by Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles; Class Claims on Behalf of the Disability-Based Remote-Work Accommodation Class; the Remote-Work Constructive Denial Class; the Previously Authorized Remote-Work Delay Class; the Remote Duration-Cap Subclass; the Permanent Disability-Based Remote-Work Accommodation Subclass; the Faculty Remote-Work Accommodation Subclass; the Staff Remote-Work Accommodation Subclass; the Accommodation Delay Class; the Accommodation-Leave Diversion Class; the Approved Remote-Work Implementation Subclass; the Remote-Teaching Observation Subclass; the Question 5 Accommodation-Access Class; the Unchanged-Condition Recertification Subclass; and the Categorical Commute-Exclusion Subclass)

(Against CUNY, the CUNY Board, and NYC on the Community-College Claims of Mulvanerty, Sease, Kessler, and Miles and the Corresponding Class Claims; Ursin, Washington-Brown, and Munroe as to Mulvanerty; Rohr, Mullen, and Lujan as to Sease; Rohr as to Kessler; Rubin and Myers as to Miles; Likollari as to DeRenzo; Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett as to Kwong; and Matos Rodríguez as to Sease and Kessler's Staff-Presence Policy Claims; All Individuals in Their Personal Capacities)

1142. Plaintiffs repeat and reallege all preceding allegations as if fully set forth herein.

1143. The institutional employers were covered employers, and the individual Defendants personally participated in the discriminatory conduct alleged above.

1144. The respective institutional employers employed more than four employees at all times relevant to the complaint, including but not limited to, for the period beginning twelve months before the start of an unlawful discriminatory practice and continuing through the end of such unlawful discriminatory practice.

1145. Defendants discriminated against Plaintiff Mulvanerty because of, or in part because of, her disability, by denying her non-reappointment appeal, at least in part, because of her disability and/or her related need for a disability accommodation of remote work.

1146. Defendants previously discriminated against Plaintiff Mulvanerty because of, or in part because of, her disability, by not initially reappointing her.

1147. Each Plaintiff asserting this count was treated less well in the terms, conditions, or continuation of employment at least in part because of disability, in violation of N.Y.C. Admin. Code § 8-107(1)(a). The alleged treatment exceeded petty slights or trivial inconveniences and caused the injuries described above.

1148. Kessler was subjected to disputed onsite requirements and leave or ineffective accommodation substitutes; Likollari subjected DeRenzo to disability-related hostility, adverse attendance and work directives, and medication questioning; and Rubin and Myers restricted Miles's accommodation, flexibility, and meeting access because of disability.

1149. Rohr, Mullen, and Lujan subjected Sease to ineffective workspace restrictions, heightened attendance scrutiny, hostile supervision, and reduced authority at least in part because of disability, through their participation or knowing assistance.

1150. Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett imposed or knowingly assisted Kwong's disability-linked assignment, service, and proof restrictions and hostility, including disparagement of his accommodation requests and willingness to work. The treatment exceeded petty slights and trivial inconveniences.

1151. Matos Rodríguez personally directed and maintained the staff-presence restrictions applied to Sease and Kessler after notice of their disability-related needs, thereby participating in or knowingly assisting the discriminatory employment treatment.

1152. Plaintiffs seek all relief available under the NYCHRL including back pay, front pay and/or reinstatement, compensatory damages, individual injunctive relief, declaratory relief, attorney's fees, costs, and expert fees, and such other and further relief as the Court deems just and proper under applicable law.

NINTH CAUSE OF ACTION

New York City Human Rights Law – Retaliation

(Brought Individually by Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles;
Class Claims on Behalf of the Remote Accommodation Retaliation Class, Through Levine,
Mulvanerty, Kwong, Kessler, Miles, and DeRenzo)

(Against CUNY, the CUNY Board, and NYC on the Community-College Claims of
Mulvanerty, Sease, Kessler, and Miles and the Corresponding Class Claims; Ursin, Washington-
Brown, and Munroe as to Mulvanerty; Rohr, Mullen, and Lujan as to Sease; Rubin and Myers as
to Miles; Likollari as to DeRenzo; and Miller, Humphrey, and Corbett as to Kwong; All
Individuals in Their Personal Capacities)

1153. Plaintiffs repeat and reallege all preceding allegations as if fully set forth herein.

1154. Plaintiffs and the class members opposed the disability discrimination and accommodation failures described above in the reasonable, good-faith belief that they violated their rights. The respective Defendants knew of those requests and objections through the communications and appeal materials alleged above.

1155. Plaintiffs and the class members also engaged in protected activity by requesting and seeking implementation of reasonable disability accommodations, including remote work, within N.Y.C. Admin. Code § 8-107(7).

1156. The institutional employers were covered employers, and the individual Defendants personally participated in the retaliatory conduct alleged above.

1157. The respective institutional employers employed more than four employees at all times relevant to the complaint, including but not limited to, for the period beginning twelve

months before the start of an unlawful discriminatory practice and continuing through the end of such unlawful discriminatory practice.

1158. Defendants retaliated against Plaintiff Mulvanerty because of, or in part because of, her protected activity of requesting and/or utilizing her remote work disability accommodation, and/or because of her repeated protected opposition to the failure to effectively accommodate her and/or additional protected complaints, by denying the appeal of her non-reappointment, at least in part, because of her protected activity.

1159. Defendants previously retaliated against Plaintiff Mulvanerty because of, or in part because of, her protected activity by not initially reappointing her.

1160. Defendants' conduct resulted in adverse actions that were reasonably likely to deter a reasonable person from engaging in protected activity.

1161. After Kessler, DeRenzo, and Miles requested accommodations and opposed disability-related treatment, Defendants imposed the communication, scrutiny, work, renewal, scheduling, and meeting-access restrictions alleged above at least in part because of that protected activity. Warren Cook instructed Kessler to stop communicating directly with her and redirected her reporting. The treatment was reasonably likely to deter protected activity.

1162. After Sease requested and appealed accommodations, opposed discrimination and improper medical disclosures, and pursued charges and this action, Defendants imposed attendance scrutiny, compulsory work conditions, reporting restrictions, and loss of supervisory authority at least in part because of the known protected activity. Those acts were reasonably likely to deter protected activity.

1163. After Kwong requested accommodation and implementation and opposed repeated proof demands and disability-related treatment, Miller and Humphrey imposed the alleged

editorial, workload, service, renewal, and documentation consequences. Corbett disparaged his requests and refused further engagement while duties remained unresolved. The acts occurred at least in part because of protected activity and were reasonably likely to deter it.

1164. Plaintiffs seek all relief available under the NYCHRL including back pay, front pay and/or reinstatement, compensatory damages, individual injunctive relief, declaratory relief, attorney's fees, costs, and expert fees, and such other and further relief as the Court deems just and proper under applicable law.

TENTH CAUSE OF ACTION

Family and Medical Leave Act – Interference, Restraint, and Denial of Rights

(Brought Individually by Sullivan, Sease, and Miles; No Class Claim)

(Against CUNY, the CUNY Board, and NYC on the Community-College Claims; Rohr as to Sease; Rubin and Myers as to Miles, All in Their Personal Capacities; and Matos Rodríguez in His Official Capacity for Prospective Relief as to Sease)

1165. Sullivan, Sease, and Miles repeat and reallege all preceding allegations as if fully set forth herein.

1166. Miles was an eligible employee with the length of service, hours worked, and serious health condition alleged in paragraphs 1077 and 1078, and CUNY and NYC were covered employers in the employment relationship alleged above. Rubin and Myers acted directly or indirectly in the employer's interest and exercised the actual leave, schedule, designation, attendance, and work-control responsibilities alleged above.

1167. Sullivan and Sease were eligible employees under 29 U.S.C. § 2611(2), with at least twelve months of service and 1,250 hours worked in the preceding twelve months, and had serious health conditions requiring qualifying leave. CUNY and NYC were their covered employers. Rohr controlled Sease's designation, renewal, documentation, notice, and leave records and acted as her employer with respect to that conduct.

1168. Hostos's April 20, 2023 explanation invoked Sullivan's December 2022 emergency-illness absence as unauthorized among the reasons for the non-reappointment communicated March 29, notwithstanding the notice to HR and its December response described above. The underlying absences and any AWOL classification occurring before March 29, 2023 are pleaded as background, not as a separate FMLA interference claim accruing before that date. The separately alleged non-reappointment and later leave and benefit decisions remain subject to their own timeliness, entitlement, and prejudice requirements.

1169. After Sease's October 23, 2025 renewal and October 31 supervisory approval, Defendants failed to provide an employer-issued written designation explaining how the arrangement would be charged against her FMLA entitlement. The January approval ended March 19, 2025 and did not designate the later arrangement. Although Rohr stated that the October request and provider certification identified March 9, 2026 as the requested end date, those submissions did not supply the employer's designation and accounting information. The missing information impaired her ability to account for entitlement and obtain timely clarification or recertification before the March 2026 full-hours directives, as alleged above.

1170. Rohr administered the KCC practice of implementing the provider's schedule through supervisor communications without supplying the required written designation. That practice impaired Sease's exercise of protected leave.

1171. Miles gave notice and submitted sufficient medical certification for intermittent and reduced-schedule leave on or about May 4, 2026. Defendants failed to timely provide the required eligibility and rights-and-responsibilities notices and did not transmit her initial designation until May 29. The communicated two-to-four-hour limitation did not clearly recognize the longer episodes described by her provider, despite her repeated requests for clarification.

1172. Miles supplied renewal documentation on August 25, 2026. The notice signed by Rubin and dated September 3 was not transmitted until September 9 at approximately 4:33 p.m., after Miles had left for a medically related absence that afternoon. During the delay, Miles's supervisor treated her leave protection as expired while Miles sought medically necessary absences.

1173. Myers rejected Miles's requests for medically necessary leave because the requested absences fell during departmental blackout periods while her FMLA renewal remained pending. Those denials restricted Miles's use of qualifying leave for which she had remaining entitlement.

1174. Myers treated Miles's medically necessary intermittent FMLA absences during scheduled onsite hours as a failure to satisfy attendance and coverage requirements, asserted supervisory discretion to refuse those absences for coverage reasons despite her notice and approved certification, restricted previously permitted early departures, and made a work-related demand while knowing Miles was using approved leave. Myers and Rubin linked that leave to additional onsite demands and renewed conditions on her established accommodation. These acts restrained and discouraged medically necessary leave for which Miles was eligible and had remaining entitlement.

1175. Those acts interfered with, restrained, or denied Miles's exercise or attempted exercise of rights under 29 U.S.C. §§ 2612 and 2615(a)(1), including the protections implemented by 29 C.F.R. §§ 825.220(b) and 825.300. The alleged prejudice consists of restrictions on medically necessary early departures and interference with her use of approved leave through work demands. Miles continues to need intermittent leave and protection from the ongoing leave

restrictions alleged above. This claim challenges interference with qualifying leave and leave-based penalties, not an independent FMLA entitlement to remote work.

1176. Miles seeks declaratory and injunctive relief protecting her remaining and future qualifying leave, correction of affected leave records, compensation and monetary losses recoverable under 29 U.S.C. § 2617(a)(1), statutory interest and liquidated damages, and reasonable attorney's fees, expert-witness fees, and costs, and such other and further relief as the Court deems just and proper under applicable law. She alleges willfulness based on continued restrictions despite written designations, her objections, and notice of her Department of Labor complaint.

1177. Sullivan and Sease seek relief under 29 U.S.C. § 2617 for the interference and resulting prejudice alleged above, including recoverable monetary losses caused by the violations, statutory interest, liquidated damages, appropriate declaratory and injunctive relief, and reasonable attorney's fees and costs. Prospective relief against Matos Rodríguez in his official capacity is sought by Sease to remedy ongoing or sufficiently imminent application of the challenged practice.

ELEVENTH CAUSE OF ACTION

Rehabilitation Act – Improper Disability-Related Inquiries

(Brought Individually by Kessler, DeRenzo, Kwong, and Miles; Class Claims on Behalf of the Unchanged-Condition Recertification Subclass, Represented by Kwong; and the Mandatory Medical-Authorization Class, Represented by Levine, Mulvanerty, Kwong, Sease, Kessler, Miles, and DeRenzo)

(Against CUNY, the CUNY Board, NYC on Miles's Individual Claim; and Matos Rodríguez in His Official Capacity for Prospective Relief as to Kessler, Kwong, and Their Corresponding Classes)

1178. Kessler, DeRenzo, Kwong, and Miles repeat and reallege all preceding allegations as if fully set forth herein.

1179. Section 504's employment standards incorporate 42 U.S.C. § 12112(d)(4)(A) and (B). *See* 29 U.S.C. § 794(d). The institutional employers identified in this count received federal

financial assistance in the relevant programs or activities. The challenged demands sought information likely to elicit the nature or severity of disability and, in their scope and circumstances, were not job-related and consistent with business necessity.

1180. Likollari questioned DeRenzo about pain medication. Separately, CUNY personnel acting through OAS, including Ameen-Rice in the contacts attributed to her above, repeatedly sought information or revised documentation from his treating physician despite existing medical support. The physician reported that the university conveyed a suspension threat if DeRenzo did not accept onsite work; the factual allegations do not attribute that call to Likollari. The contacts pressured his medical support and jeopardized his treatment relationship, exceeding a legitimate, limited accommodation inquiry.

1181. As to Miles, Defendants had documentation of her permanent disability and provider confirmation of the continuing accommodation need, but required an authorization extending to mental and physical health records without specified record-date or functional limits. Although the form identified evaluation of her accommodation request as its purpose, Miles alleges that its scope exceeded the information reasonably necessary to resolve any identified deficiency. Miles signed substantially the same standardized authorization in February 2023 and again as part of the required August 2026 renewal process. The authorization also contained a hold-harmless provision concerning parties providing information. The compulsory authorization exceeded a job-related inquiry consistent with business necessity.

1182. As to Kwong, CUNY repeatedly required updated medical proof of the permanence and unchanged nature of his disability despite the recent November 2025 and March 2026 provider assessments already supplied. The April–May 2026 demands and continuing requests described above were imposed as a semester-based condition of continued consideration without identifying

an individualized deficiency or change requiring the repeated medical information. The scope and repetition of those disability-related demands exceeded what was reasonably necessary to assess his accommodation needs.

1183. CUNY, through Rubin, also required renewed provider substantiation of Miles's permanent disability and continuing accommodation needs despite the sufficient 2023 assessment and March 13 and July 8, 2026 physician confirmations. Rubin invoked current functional information and operational requirements but identified no specific deficiency requiring re-proof. She required new provider forms and directed ordinary onsite schedules pending approval. These duplicative disability-related inquiries were not job-related and consistent with business necessity and burdened and delayed continuation of Miles's accommodation. This theory challenges the unnecessary medical demands themselves, not administrative forms or appropriately limited clarification. Miles submitted the requested paperwork by August 17 and ultimately obtained renewed three-remote-day approval effective August 31, 2026; but her separately requested scheduling flexibility, breaks, and meeting access remained unresolved.

1184. Rohr required additional incapacity-focused information from Kessler despite provider documentation of her impairment, functional limitations, and ability to perform essential functions with three remote days. Kessler supplied the additional information, incurring provider burdens and delay while her effective accommodation remained unresolved.

1185. Miles's provider offered to answer written questions, and Miles requested identification of missing information. Rubin nevertheless required a renewed healthcare-provider assessment and accompanying authorization beyond what was reasonably necessary to resolve an identified accommodation question.

1186. The challenged inquiries and documentation demands burdened and delayed effective accommodation, exposed these Plaintiffs to pressure concerning their medical support, and contributed to the employment harms alleged above. They seek relief available under Section 504, including appropriate prospective relief limiting inquiries to permissible purposes, economic damages, and attorney's fees and costs, and such other and further relief as the Court deems just and proper under applicable law.

1187. CUNY presented the standardized combined medical authorization and hold-harmless provision for signature without informing applicants that their requests could be considered on sufficient written provider verification or an appropriately limited authorization without the hold-harmless agreement. Class members signed and submitted the combined provision pursuant to those instructions or had their requests returned, treated as incomplete, delayed, denied, or closed because they omitted or modified it. The requirement imposed a common excessive medical-information burden on accommodation applicants. The Class seeks declaratory and injunctive relief requiring medical-information demands and authorizations to be limited to their lawful purpose, together with reasonable attorney's fees and costs, and such other and further relief as the Court deems just and proper under applicable law.

1188. Kwong brings the corresponding claim for the Unchanged-Condition Recertification Subclass. He seeks class-wide declaratory and injunctive relief and appropriate common-issue relief under the certification provisions alleged above, including prospective declaratory and injunctive relief against Matos Rodríguez in his official capacity.

TWELFTH CAUSE OF ACTION

New York City Human Rights Law – Interference with Protected Rights

(Brought Individually by Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles; Class Claims on Behalf of the Disability-Based Remote-Work Accommodation Class; the Remote-Work Constructive Denial Class; the Previously Authorized Remote-Work Delay Class; the Remote Duration-Cap Subclass; the Permanent Disability-Based Remote-Work Accommodation Subclass; the Faculty Remote-Work Accommodation Subclass; the Staff Remote-Work Accommodation Subclass; the Accommodation Delay Class; the Accommodation-Leave Diversion Class; the Approved Remote-Work Implementation Subclass; the Remote-Teaching Observation Subclass; the Question 5 Accommodation-Access Class; the Unchanged-Condition Recertification Subclass; and the Categorical Commute-Exclusion Subclass)

(Against CUNY, the CUNY Board, and NYC on the Community-College Claims of Mulvanerty, Sease, Kessler, and Miles and the Corresponding Class Claims; Ursin, Washington-Brown, and Munroe as to Mulvanerty; Rohr and Mullen as to Sease; Rohr as to Kessler; Rubin and Myers as to Miles; Likollari as to DeRenzo; and Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett as to Kwong; All Individuals in Their Personal Capacities)

1189. Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles repeat and reallege all preceding allegations as if fully set forth herein.

1190. These Plaintiffs were exercising or attempting to exercise NYCHRL rights to effective disability accommodation and nondiscriminatory employment. The Defendants identified in this count knew of those efforts.

1191. Likollari's adverse attendance, work, and location directives during DeRenzo's accommodation dispute, including directives conflicting with approved or medically supported restrictions, pressured him to accept work arrangements inconsistent with his documented limitations as a condition of continuing work, thereby obstructing his exercise of accommodation rights.

1192. Rubin and Myers threatened to displace Miles's established accommodation with greater onsite attendance unless renewed paperwork was supplied, imposed that pressure without explaining the deficiency in existing medical support, and used her medically necessary leave and objections as grounds for renewed restrictions. They also restricted previously permitted

departures and failed to provide effective access to the staff meeting after she expressly sought accommodation.

1193. Rohr required Sease and Kessler to identify an essential function they could not perform as a condition of accommodation review despite documented work-enabling modifications. The prerequisite obstructed accommodation access when imposed, including when Kessler complied and furnished further medical information.

1194. Cody required closure of Kwong's internal discrimination complaint before his accommodation appeal could proceed and required a new complaint for later investigation. The closure and refiling condition obstructed concurrent pursuit of accommodation review and internal discrimination relief.

1195. Defendants also obstructed the exercise of accommodation rights by withholding implementation of approved remote work through compatible assignments and workloads and refusing consideration of remote observations, meetings, and nonteaching service. The individuals identified in this count personally imposed or knowingly assisted the conditions attributed to them.

1196. This conduct interfered with or attempted to interfere with these Plaintiffs' exercise or enjoyment of NYCHRL rights in violation of N.Y.C. Admin. Code § 8-107(19). They seek the relief specified in paragraphs 1115 and 1116, and such other and further relief as the Court deems just and proper under applicable law.

THIRTEENTH CAUSE OF ACTION

New York City Human Rights Law – Aiding and Abetting

(Brought Individually by Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles; Class Claims on Behalf of the Disability-Based Remote-Work Accommodation Class; the Remote-Work Constructive Denial Class; the Previously Authorized Remote-Work Delay Class; the Remote Duration-Cap Subclass; the Permanent Disability-Based Remote-Work Accommodation Subclass; the Faculty Remote-Work Accommodation Subclass; the Staff Remote-Work Accommodation Subclass; the Accommodation Delay Class; the Accommodation-Leave Diversion Class; the Approved Remote-Work Implementation Subclass; the Remote-Teaching Observation Subclass; the Question 5 Accommodation-Access Class; the Unchanged-Condition Recertification Subclass; and the Categorical Commute-Exclusion Subclass)

(Against Ursin, Washington-Brown, and Munroe as to Mulvanerty; Rohr, Mullen, and Lujan as to Sease; Rohr as to Kessler; Rubin and Myers as to Miles; Likollari as to DeRenzo; Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett as to Kwong; and Matos Rodríguez as to Sease and Kessler's Staff-Presence Policy Claims; All in Their Personal Capacities)

1197. Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles repeat and reallege all preceding allegations as if fully set forth herein.

1198. The employers committed the underlying disability discrimination, accommodation, cooperative-dialogue, retaliation, or interference violations alleged above. The individual Defendants knew of the respective Plaintiff's disability-related needs and protected activity, shared the purpose of implementing the challenged restrictions, and knowingly and actually participated in, assisted, or attempted to assist the underlying violations through the conduct specified below.

1199. Rohr participated in the denials, delays, and ineffective substitutions affecting Kessler. Likollari participated in adverse work, attendance, and location directives and failures to implement DeRenzo's accommodations. Rubin and Myers jointly participated in Miles's accommodation-renewal burdens and schedule and leave-related restrictions, and Myers failed to provide an effective alternative for the staff meeting after notice of the disability barrier. Their knowing participation assisted the respective employer violations.

1200. Ursin, Washington-Brown, and Munroe knowingly participated in Mulvanerty's underlying employer violations through their respective assignment, implementation, evaluation, reappointment, and appeal conduct. Rohr, Mullen, and Lujan knowingly assisted Sease's employer's respective accommodation, dialogue, discrimination, or retaliation violations through the medical-review, workspace, attendance, reporting, and supervisory acts attributed to each. Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett knowingly assisted Kwong's employer's respective violations through their own identified accommodation, scheduling, service, documentation, implementation, complaint, or appeal conduct. Their knowing cooperation in imposing the respective unlawful restrictions supports an inference of a shared purpose.

1201. By that knowing and actual participation in the respective employer's underlying unlawful conduct, these individual Defendants violated N.Y.C. Admin. Code § 8-107(6). Each Plaintiff seeks the relief specified in paragraphs 1115 and 1116 against the individual Defendants whose participation is alleged in that Plaintiff's case, and such other and further relief as the Court deems just and proper under applicable law.

1202. Matos Rodríguez knowingly directed and maintained the staff-presence restrictions applied to Sease and Kessler after notice of their accommodation needs, thereby assisting their employers' accommodation, dialogue, and discriminatory-treatment violations.

FOURTEENTH CAUSE OF ACTION

New York State Human Rights Law – Failure to Accommodate

(Brought Individually by Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles)

(Against CUNY, the CUNY Board, and NYC on Kessler’s and Miles’s Community-College Claims; Rohr as to Kessler; Ursin, Munroe, and Washington-Brown as to Mulvanerty; Rohr, Mullen, and Lujan as to Sease; Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett as to Kwong; Likollari as to DeRenzo; and Matos Rodríguez as to Sease and Kessler’s Staff-Presence Policy Claims; All Individuals in Their Personal Capacities)

1203. Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles repeat and reallege all preceding allegations as if fully set forth herein.

1204. Kessler and Miles had disabilities within the meaning of the NYSHRL, their employers knew of the disabilities and accommodation needs, and each could perform the activities involved in the relevant job in a reasonable manner with accommodation. The challenged conduct affected their employment in New York City, and the institutional employers were covered by the NYSHRL.

1205. Mulvanerty, Sease, Kwong, and DeRenzo also had disabilities within the meaning of the NYSHRL, known to their employers, and could perform their jobs in a reasonable manner with reasonable accommodation. Their employers withheld available effective accommodations without undue hardship, and the individual Defendants identified in this count knowingly participated in or assisted those underlying violations.

1206. The reasonable accommodations included Kessler’s medically supported additional remote days and Miles’s established remote-work and lighting modifications together with medically supported flexibility and effective meeting access.

1207. The denials, unreasonable delays, ineffective alternatives, renewal burdens, and implementation failures described above deprived these Plaintiffs of effective reasonable accommodations although the identified accommodations were reasonable and would not impose

undue hardship. Their employers thereby violated N.Y. Exec. Law § 296(3). These violations include constructive refusal through unjustified delay and nonimplementation of available effective accommodations. The requests, medical notice, proposed alternatives, prior performance, and consequences alleged above support that deprivation. Deficient dialogue and administrative obstruction support the accommodation claim; they are not an independent NYSHRL interactive-process claim.

1208. Washington-Brown withdrew Mulvanerty's didactic work while retaining hospital duties despite medical restrictions. Ursin and Munroe participated in the workload, implementation, and appeal restrictions. Rohr administered Sease's and Kessler's review, medical prerequisites, and leave or onsite substitutes, and Mullen and Lujan participated in Sease's workplace enforcement as described above.

1209. Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett imposed or knowingly assisted the assignment, proof, duration, observation, service, complaint, and appeal restrictions attributed to them. Humphrey required renewed proof despite Kwong's documented permanent condition.

1210. Likollari imposed DeRenzo's conflicting work-location, seating, attendance, and scheduling directives with actual notice of his limitations. Matos Rodríguez personally directed and maintained the staff-presence policies applied to Sease and Kessler.

1211. The individual Defendants' knowing and actual assistance to the underlying accommodation violations violated N.Y. Exec. Law § 296(6).

1212. Plaintiffs seek the relief authorized by N.Y. Exec. Law § 297(9) and (10), including compensatory damages, lost compensation and benefits, equitable relief, reasonable attorney's

fees, and costs, and such other and further relief as the Court deems just and proper under applicable law.

FIFTEENTH CAUSE OF ACTION

New York State Human Rights Law – Disability Discrimination and Harassment; Race and Race-Plus-Gender Discrimination

(Brought Individually by Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles)

(Against CUNY, the CUNY Board, and NYC on Kessler's and Miles's Community-College Claims; Rohr as to Kessler; Ursin, Munroe, and Washington-Brown as to Mulvanerty; Rohr, Mullen, and Lujan as to Sease; Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett as to Kwong; Likollari as to DeRenzo; and Matos Rodríguez as to Sease and Kessler's Staff-Presence Policy Claims; All Individuals in Their Personal Capacities)

1213. Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles repeat and reallege all preceding allegations as if fully set forth herein.

1214. Kessler and Miles were subjected to adverse or inferior employment conditions because of their disabilities and disability-related needs. Kessler faced disputed onsite requirements and leave diversion despite demonstrated capacity for remote work. Miles faced disability-based attendance restrictions, repeated burdens on a longstanding accommodation, and exclusion from a staff meeting after identifying the disability barrier.

1215. Mulvanerty, Sease, Kwong, and DeRenzo were likewise subjected to disability-based inferior employment conditions and harassment beyond petty slights and trivial inconveniences through the assignment, work, attendance, documentation, service, and supervisory restrictions alleged above. The individual Defendants knowingly participated in or assisted their employers' underlying violations.

1216. Mullen and Lujan subjected Sease to racial, gendered, and race-plus-gender remarks, scrutiny, reporting restrictions, hostile supervision, and loss of authority. Race and gender, including their combined effect, motivated that treatment.

1217. The disability-related conduct described above was imposed at least in part because of disability and constituted disability discrimination in terms, conditions, or privileges of employment under N.Y. Exec. Law § 296(1)(a). The disability-related disparagement and patterns of inferior treatment affecting Miles also constituted harassment under N.Y. Exec. Law § 296(1)(h), beyond petty slights or trivial inconveniences.

1218. The individual Defendants knowingly aided the underlying employer discrimination and harassment in violation of N.Y. Exec. Law § 296(6). Sease's race and race-plus-gender claims are asserted against Mullen and Lujan individually.

1219. Plaintiffs seek compensatory damages, lost compensation and benefits, equitable relief, reasonable attorney's fees, and costs authorized by N.Y. Exec. Law § 297(9) and (10), and such other and further relief as the Court deems just and proper under applicable law.

SIXTEENTH CAUSE OF ACTION

New York State Human Rights Law – Retaliation

(Brought Individually by Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles)

(Against CUNY, the CUNY Board, and NYC on Kessler's and Miles's Community-College Claims; Rubin and Myers as to Miles; Likollari as to DeRenzo; Ursin, Munroe, and Washington-Brown as to Mulvanerty; Rohr, Mullen, and Lujan as to Sease; and Miller and Humphrey as to Kwong; All Individuals in Their Personal Capacities)

1220. Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles repeat and reallege all preceding allegations as if fully set forth herein.

1221. These Plaintiffs requested reasonable accommodations and opposed disability-related discrimination and accommodation failures through the requests, appeals, complaints, and written objections alleged above. The respective Defendants knew of that protected activity.

1222. Sease opposed race and race-plus-gender discrimination as well as disability discrimination and unlawful medical disclosure. Kwong opposed perceived religious discrimination and challenged the handling of his religious-accommodation request.

1223. The additional retaliation described in the Third and Ninth Causes of Action, including Warren Cook's instruction ending direct communications and changing Kessler's reporting after her accommodation requests and disability-accessibility advocacy, Likollari's heightened scrutiny and adverse work and attendance directives following DeRenzo's requests and complaints, and Rubin's and Myers's restrictions after Miles's requests and written objection, was imposed because these Plaintiffs exercised protected rights. The acts were materially adverse and reasonably likely to deter protected activity, and the protected activity was at least a motivating factor. The timing, express references to their requests or leave, and inconsistencies with prior arrangements support the retaliatory inference.

1224. After learning of Mulvanerty's, Sease's, and Kwong's protected requests, complaints, and opposition, the respective individual Defendants imposed or knowingly assisted adverse assignment, review, supervision, proof, service, authority, appointment, and appeal restrictions at least in part because of that activity. The treatment was materially adverse and reasonably likely to deter protected activity.

1225. The respective Defendants thereby violated N.Y. Exec. Law § 296(7). These Plaintiffs seek the compensatory, economic, equitable, fee, and cost relief available under N.Y. Exec. Law § 297(9) and (10) against the Defendants responsible for the retaliation affecting them, and such other and further relief as the Court deems just and proper under applicable law.

SEVENTEENTH CAUSE OF ACTION

New York State Human Rights Law – Aiding and Abetting

(Brought Individually by Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles)

(Against Rohr as to Kessler; Rubin and Myers as to Miles; Ursin, Munroe, and Washington-Brown as to Mulvanerty; Rohr, Mullen, and Lujan as to Sease; Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett as to Kwong; Likollari as to DeRenzo; and Matos Rodríguez as to Sease and Kessler’s Staff-Presence Policy Claims; All Individuals in Their Personal Capacities)

1226. Mulvanerty, Sease, Kwong, Kessler, DeRenzo, and Miles repeat and reallege all preceding allegations as if fully set forth herein.

1227. The employers committed the underlying NYSHRL accommodation, discrimination, harassment, and retaliation violations alleged above. DeRenzo had a disability known to his employer and could perform his duties with reasonable accommodation, yet was subjected to denied or unimplemented accommodation, disability-based inferior conditions, harassment, and retaliation. With knowledge of the respective Plaintiff’s needs and protected conduct, the individual Defendants shared the purpose of the challenged restrictions and knowingly and actually assisted the underlying violations of N.Y. Exec. Law § 296(1), (3), and (7).

1228. Rohr’s participation concerned Kessler’s accommodation processing and denials. Likollari’s participation concerned DeRenzo’s work and location directives, attendance and performance scrutiny, and implementation of accommodation arrangements. Rubin’s and Myers’s participation concerned Miles’s renewed medical demands, schedule and accommodation restrictions, and treatment following her objections. Their knowing assistance to those employer violations violated N.Y. Exec. Law § 296(6).

1229. Ursin, Munroe, and Washington-Brown assisted the violations affecting Mulvanerty. Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett assisted the violations

affecting Kwong through the conduct attributed to each. Mullen and Lujan assisted the violations affecting Sease. Matos Rodríguez's assistance concerned the staff-presence policies applied to Sease and Kessler.

1230. Each Plaintiff seeks the compensatory damages, economic losses, equitable relief, reasonable attorney's fees, and costs authorized by N.Y. Exec. Law § 297(9) and (10) against the individual Defendants who knowingly participated in that Plaintiff's underlying violations, and such other and further relief as the Court deems just and proper under applicable law.

EIGHTEENTH CAUSE OF ACTION

Americans with Disabilities Act – Failure to Accommodate

(Brought Individually by Levine and DeRenzo; No Class Claim)

(Against CUNY, the CUNY Board, and NYC in Their Alleged Community-College Employer Capacities on Levine's Individual Claims; and Chancellor Matos Rodríguez in His Official Capacity on Levine's and DeRenzo's Individual Claims for Prospective Relief Only)

1231. Levine and DeRenzo repeat and reallege all preceding allegations as if fully set forth herein.

1232. Levine and DeRenzo are qualified individuals with disabilities within the meaning of the ADA. They were employed by CUNY at QCC and CSI, respectively. CUNY and, as to Levine, NYC were covered employers under Title I of the ADA, employing at least fifteen employees for the statutory period. With reasonable accommodation, each Plaintiff could perform the essential functions of the position. The respective employers knew of their disabilities and accommodation needs.

1233. CUNY curtailed DeRenzo's effective remote work, excluded him from work during review, and failed to implement seating and work-access measures. CUNY and NYC denied Levine continued remote work during neurological and melanoma recovery. The requested

accommodations would have enabled performance of essential functions without undue hardship. These failures violated 42 U.S.C. § 12112(b)(5)(A).

1234. Unnecessary delay deprived Levine of available effective accommodation during the periods of actual deprivation alleged. Despite Levine's February 15, 2023 medical clearance for remote work, authorization was withheld until her FMLA ended March 3, forcing use of approximately eleven vacation days before she resumed remote work March 6. She continued effective remote work between May 23 and June 29 while the postoperative request was pending; that paperwork interval alone is not alleged as a deprivation. Her express denials and July return-to-work threats remain separately alleged. The challenged delays were unreasonable in light of their justification, duration, responsibility for the process, employer conduct, and implementation difficulty.

1235. For Levine's delay-based claims, officials with corrective authority had actual notice of a substantial likelihood that effective accommodation was being unlawfully withheld and deliberately continued that deprivation. Plaintiffs plead deliberate indifference in the alternative as to those delay-based claims.

1236. As alleged above, DeRenzo filed an EEOC charge on or about June 23, 2026, and was issued a Notice of Right to Sue on August 8, 2026. Levine filed a NYSDHR complaint on September 12, 2023 that was dual-filed with the EEOC and was issued a Notice of Right to Sue on September 22, 2026. The administrative-filing allegations above are incorporated. Levine seeks all relief authorized by 42 U.S.C. §§ 12117 and 1981a against the institutional Defendants, including economic damages, back pay, front pay or reinstatement, compensatory damages subject to statutory limits, and reasonable attorney's fees and costs; no punitive damages are sought against governmental entities. The Chancellor has the executive and policy-implementation authority

alleged above to remedy ongoing violations. Levine and DeRenzo seek reinstatement with effective accommodation, and Levine and DeRenzo seek prospective relief from ongoing violations, and such other and further relief as the Court deems just and proper under applicable law.

NINETEENTH CAUSE OF ACTION

Americans with Disabilities Act – Disability Discrimination

(Brought Individually by Levine and DeRenzo; No Class Claim)

(Against CUNY, the CUNY Board, and NYC in Their Alleged Community-College Employer Capacities on Levine’s Individual Claims; and Chancellor Matos Rodríguez in His Official Capacity on Levine’s and DeRenzo’s Individual Claims for Prospective Relief Only)

1237. Levine and DeRenzo repeat and reallege all preceding allegations as if fully set forth herein, including the disability, qualification, employer-coverage, and administrative-filing allegations in the Eighteenth Cause of Action.

1238. CUNY subjected DeRenzo to disability-linked adverse work and attendance treatment and termination. CUNY and NYC subjected Levine to work and leave restrictions, threatened pay loss, and objectively intolerable return-or-retire conditions that compelled her retirement and constituted constructive discharge. Disability was a but-for cause of each Plaintiff’s discriminatory treatment, which would not have occurred absent disability.

1239. That discrimination violated 42 U.S.C. § 12112(a). Levine seeks the institutional relief described in paragraph 1236, including the monetary relief there specified subject to statutory limits. Levine and DeRenzo seek reinstatement free of disability discrimination and prospective relief against the Chancellor, together with reasonable attorney’s fees and costs, and such other and further relief as the Court deems just and proper under applicable law.

TWENTIETH CAUSE OF ACTION

Americans with Disabilities Act – Retaliation and Interference

(Brought Individually by Levine and DeRenzo; No Class Claim)

(Against CUNY, the CUNY Board, and NYC in Their Alleged Community-College Employer Capacities on Levine’s Individual Claims; and Chancellor Matos Rodríguez in His Official Capacity on Levine’s and DeRenzo’s Individual Claims for Prospective Relief Only)

1240. Levine and DeRenzo repeat and reallege all preceding allegations as if fully set forth herein, including the administrative-filing allegations in the Eighteenth Cause of Action.

1241. After DeRenzo requested and appealed accommodations, opposed mistreatment, and sought an investigation, CUNY imposed heightened scrutiny, adverse directives, threatened suspension, and termination. After Levine requested and appealed accommodations, her employers withdrew leave permission, threatened to dock her pay, and pressured her to retire. The employers knew of the protected activity, which was a but-for cause of treatment that would dissuade a reasonable employee from exercising ADA rights.

1242. CUNY also interfered with or attempted to interfere with DeRenzo’s accommodation rights by using threatened employment consequences and pressure on medical support to induce acceptance of an onsite arrangement inconsistent with his documented limitations. As to Levine, the employing entities used threatened pay consequences and pressure to retire while she sought effective accommodation and submitted further medical support. The challenged conduct coerced, threatened, or obstructed exercise of ADA rights.

1243. The retaliation and interference violated 42 U.S.C. § 12203(a) and (b). Levine seeks the employment-related equitable and monetary relief authorized for these violations against the institutional Defendants, including back pay and reinstatement or front pay, and reasonable attorney’s fees and costs. Levine and DeRenzo seek reinstatement and prospective injunctive relief

against the Chancellor, together with reasonable attorney's fees and costs, and such other and further relief as the Court deems just and proper under applicable law.

TWENTY-FIRST CAUSE OF ACTION

Rehabilitation Act – Interference with Disability Rights

(Brought Individually by Sease, Kessler, Kwong, DeRenzo, and Miles; Class Claims on Behalf of the Question 5 Accommodation-Access Class, Represented by Levine, Mulvanerty, Kwong, Sease, Kessler, Miles, and DeRenzo; and the Mandatory Medical-Authorization Class, Represented by Levine, Mulvanerty, Kwong, Sease, Kessler, Miles, and DeRenzo)

(Against CUNY, the CUNY Board, NYC on Miles's Individual Claim; and Matos Rodríguez in His Official Capacity for Prospective Relief as to Sease, Kessler, Kwong, and Their Corresponding Classes)

1244. Sease, Kessler, Kwong, DeRenzo, and Miles repeat and reallege all preceding allegations as if fully set forth herein. The institutional Defendants in this count received federal financial assistance in the relevant programs or activities.

1245. These Plaintiffs exercised or attempted to exercise rights to reasonable accommodation and to disability-related inquiries limited by job-relatedness and business necessity. The respective employers knew of those efforts through the requests, medical submissions, appeals, and objections alleged above.

1246. CUNY interfered with DeRenzo's exercise of those rights through the threatened suspension conveyed through his treating physician and pressure on his medical support to induce acceptance of onsite work inconsistent with his documented limitations. Those threats and pressure obstructed his exercise of protected rights.

1247. CUNY and NYC interfered with Miles's accommodation and medical-inquiry rights by conditioning continued accommodation review on execution of the challenged standardized authorization and its accompanying hold-harmless terms, together with threatened reversion to greater onsite attendance during renewed review. Miles alleges that this compulsory condition burdened her exercise of protected rights independently of the ultimate accommodation

decision. The compulsory authorization imposed on Miles and the proposed Mandatory Medical-Authorization Class exceeded a job-related inquiry consistent with business necessity.

1248. Rohr conditioned Sease's and Kessler's accommodation review on identification of an essential function they could not perform despite medical support for work-enabling modifications. Kessler obtained further provider information. The condition itself burdened access to accommodation review for both Plaintiffs and the Question 5 Accommodation-Access Class.

1249. Cody required Kwong's internal discrimination complaint to be closed before an accommodation appeal that would not decide the discrimination complaint could proceed. The closure and required later refiling obstructed concurrent pursuit of accommodation and internal discrimination relief, although outside proceedings and later internal refiling remained available.

1250. The coercive or obstructive conduct alleged above violated 42 U.S.C. § 12203(b), as incorporated into Section 504's employment standards through 29 U.S.C. § 794(d). The challenged conduct interfered with Plaintiffs' exercise or enjoyment of those disability rights.

1251. DeRenzo and Miles seek economic and nominal damages, declaratory and injunctive relief, and reasonable attorney's fees and costs under Section 504, and such other and further relief as the Court deems just and proper under applicable law. The Mandatory Medical-Authorization Class seeks the declaratory and injunctive relief identified in paragraph 1187. No emotional-distress or punitive damages are sought under Section 504.

1252. Sease, Kessler, and Kwong seek the economic, nominal, declaratory, injunctive, fee, and cost relief available under Section 504 for the interference alleged above, within their pleaded class components. Prospective relief against Matos Rodríguez in his official capacity is limited to representatives facing ongoing or sufficiently imminent application of the respective practice.

TWENTY-SECOND CAUSE OF ACTION

New York City Human Rights Law – Race and Race-Plus-Gender Discrimination and Harassment

(Brought Individually by Sease)

(Against CUNY, the CUNY Board, and NYC as Community-College Employers; and Mullen and Lujan in Their Personal Capacities)

1253. Sease repeats and realleges all preceding factual allegations as if fully set forth herein.

1254. Sease is a Black woman whose employment was located in New York City. CUNY and NYC were her joint or alternative employers within the meaning of the NYCHRL.

1255. Mullen and Lujan treated Sease less well because of race, gender, and the combined effect of race and gender, through racial and gendered remarks, selective scrutiny, hostile supervision, reporting restrictions, and diminished authority.

1256. The treatment, considered individually and cumulatively in context, exceeded petty slights and trivial inconveniences and subjected Sease to discriminatory terms and conditions of employment.

1257. Mullen and Lujan personally participated in and knowingly assisted the discrimination. CUNY and NYC are liable for their managers' and supervisors' conduct under N.Y.C. Admin. Code § 8-107(13).

1258. Defendants thereby violated N.Y.C. Admin. Code § 8-107(1)(a) and (6).

1259. As a direct and proximate result of Defendants' conduct, Sease suffered economic loss, physical aggravation, emotional distress, and other damages. Sease seeks compensatory and nominal damages, back pay, front pay or reinstatement, restoration of leave and benefits, declaratory and injunctive relief, reasonable attorney's fees, expert-witness fees, costs, and interest under N.Y.C. Admin. Code § 8-502. Sease seeks punitive damages against the personally liable

individual Defendants for willful or wanton negligence, recklessness, or conscious disregard of Sease's rights.

TWENTY-THIRD CAUSE OF ACTION

42 U.S.C. § 1983 – First Amendment Retaliation for Public Safety Speech

(Brought Individually by Kwong)

(Against Miller and Humphrey in Their Personal Capacities)

1260. Kwong repeats and realleges all preceding factual allegations as if fully set forth herein.

1261. Miller and Humphrey acted under color of state law through their authority over Kwong's assignments, service, work conditions, and accommodation-related employment decisions.

1262. Kwong spoke as a citizen on matters of public concern through the SafeCityTech public timeline, communications warning faculty about employee and student exposure, and external PESH reporting concerning hazardous materials, testing, containment, and safe-occupancy assurances.

1263. Those public communications and enforcement requests extended beyond his duties as an English professor and addressed health and safety affecting employees and students. His interest and the public's interest in that speech outweighed Defendants' interest in restricting it.

1264. Miller and Humphrey received the reports and objections attributed to each before their respective retaliatory acts. Miller imposed communication restrictions and removed Kwong's editorship; Humphrey imposed observation, proof, and presence restrictions after notice of Kwong's safety reporting.

1265. The resulting restrictions, loss of recognized service and release-time credit, make-up workload, and adverse work conditions would deter an employee of ordinary firmness from comparable speech. Kwong's protected speech was a substantial or motivating factor in each Defendant's retaliatory conduct.

1266. Defendants thereby violated Kwong's First Amendment rights, enforceable through 42 U.S.C. § 1983.

1267. As a direct and proximate result, Kwong suffered adverse employment conditions, loss of professional and employment opportunities, economic injury, and emotional distress. Kwong seeks compensatory and nominal damages, punitive damages against the individual Defendants for reckless or callous disregard of federal rights, and reasonable attorney's fees and costs under 42 U.S.C. § 1988.

TWENTY-FOURTH CAUSE OF ACTION

42 U.S.C. § 1983 – Equal Protection Discrimination and Retaliation Based on Race, Sex, and Race Plus Sex

(Brought Individually by Sease)

(Against Mullen and Lujan in Their Personal Capacities)

1268. Sease repeats and realleges all preceding factual allegations as if fully set forth herein.

1269. Sease is a Black woman. Mullen and Lujan acted under color of state law through their supervisory, assignment, reporting, attendance, and disciplinary authority.

1270. Mullen and Lujan intentionally subjected Sease to discriminatory scrutiny, hostile supervision, attendance and reporting restrictions, and loss of authority because of race, sex, and the combined effect of race and sex.

1271. Their racial and gendered remarks, differential treatment, and knowing participation reflected discriminatory intent. Race, sex, or their combined effect was a but-for cause of each Defendant's discriminatory treatment.

1272. Sease opposed race and sex discrimination, and Mullen and Lujan knew of that opposition before imposing the retaliatory supervision, scrutiny, and authority restrictions. The opposition was a but-for cause of that adverse treatment.

1273. The intentional discrimination and retaliation violated Sease's right to equal protection under the Fourteenth Amendment, enforceable through 42 U.S.C. § 1983.

1274. As a direct and proximate result, Sease suffered adverse employment conditions, loss of professional and employment opportunities, economic injury, and emotional distress. Sease seeks compensatory and nominal damages, punitive damages against the individual Defendants for reckless or callous disregard of federal rights, and reasonable attorney's fees and costs under 42 U.S.C. § 1988.

TWENTY-FIFTH CAUSE OF ACTION

42 U.S.C. § 1983 – Equal Protection Retaliation for Opposition to Religious Discrimination

(Brought Individually by Kwong)

(Against Humphrey in His Personal Capacity)

1275. Kwong repeats and realleges all preceding factual allegations as if fully set forth herein.

1276. Humphrey acted under color of state law through his control over Kwong's accommodation review, medical documentation, approval duration, and remote observation.

1277. Kwong opposed perceived religious discrimination in writing, challenged the asserted hardship determination, sought reversal and review, and objected to continued processing by Humphrey. Humphrey knew of that opposition.

1278. After receiving Kwong's objections, Humphrey intentionally imposed renewed medical proof, semester limitations, and observation restrictions because of that opposition. Those restrictions materially burdened Kwong's employment and would deter a reasonable employee from opposing religious discrimination.

1279. Kwong's opposition was a but-for cause of Humphrey's retaliatory treatment. The treatment violated equal protection under the Fourteenth Amendment, enforceable through 42 U.S.C. § 1983.

1280. As a direct and proximate result, Kwong suffered adverse employment conditions, loss of professional and employment opportunities, economic injury, and emotional distress. Kwong seeks compensatory and nominal damages, punitive damages against the Defendant for reckless or callous disregard of federal rights, and reasonable attorney's fees and costs under 42 U.S.C. § 1988.

TWENTY-SIXTH CAUSE OF ACTION

New York Labor Law § 740 – Whistleblower Retaliation

(Brought Individually by Kwong)

(Against Miller and Humphrey in Their Personal Capacities)

1281. Kwong repeats and realleges all preceding factual allegations as if fully set forth herein.

1282. Miller exercised authority over Kwong's teaching assignments, service responsibilities, and workload credit. On September 15, 2025, she removed him from the City Tech Writer co-editorship and assigned sole editorship to another faculty member. That decision deprived Kwong of the associated spring 2026 release time, requiring additional teaching to satisfy his workload. Miller also determined course assignments and issued the February 11, 2026

memorandum establishing peer-observation report deadlines. These decisions governed the work Kwong was required to perform for his salary.

1283. Humphrey personally exercised authority over the conditions under which Kwong could perform his teaching and observation duties. He required renewed medical documentation for continued remote-work authorization, applied semester-specific limits to accommodations, and issued the March 25, 2026 determination denying remote observation and requiring onsite performance. His determinations governed where and under what conditions Kwong could fulfill his compensated duties.

1284. Through their respective exercise of the foregoing authority, Miller and Humphrey acted as employers within N.Y. Lab. Law § 740(1)(b), in addition to possessing the supervisory and corrective authority described above.

1285. Kwong disclosed and objected to practices involving suspected PCB- or DEHP-containing lighting ballasts, asbestos containment, testing, and safe-occupancy assurances. The inspection information, conditions, and institutional responses gave him a reasonable belief that the practices violated law or presented a substantial and specific danger to public health or safety.

1286. The reasonably believed violations concerned N.Y. Lab. Law § 27-a, applicable asbestos requirements under 12 N.Y.C.R.R. pt. 56 and 29 C.F.R. § 1926.1101, and applicable PCB requirements under 40 C.F.R. pt. 761.

1287. Kwong brought the practices to the attention of Miller, Humphrey, and other officials with corrective authority through the reports described above and afforded a reasonable opportunity to correct them. He also reported to and participated in PESH proceedings and objected to continued exposure. His external reporting additionally falls within the exceptions in

N.Y. Lab. Law § 740(3)(a) and (e) arising from the exposure risks and failure to correct conditions after notice.

1288. Miller and Humphrey knew of the reports and objections directed to each before imposing their respective retaliatory acts, including communication restrictions, editorial removal, lost release time and service opportunities, additional workload, and observation and presence restrictions.

1289. Kwong's protected disclosures, participation, and objections were contributing causes of that treatment. Defendants thereby violated N.Y. Lab. Law § 740(2)(a), (b), and (c).

1290. As a direct and proximate result, Kwong suffered lost benefits, remuneration, service credit, and professional opportunities. He seeks compensation for proven losses, restoration of employment benefits and opportunities, the civil penalty authorized by § 740(5)(f), punitive damages for willful, malicious, or wanton conduct under § 740(5)(g), and costs, disbursements, and reasonable attorney's fees under § 740(5)(e).

TWENTY-SEVENTH CAUSE OF ACTION

New York Labor Law § 740 – Whistleblower Retaliation

(Brought Individually by Sease)

(Against Rohr, Mullen, and Lujan in Their Personal Capacities)

1291. Sease repeats and realleges all preceding factual allegations as if fully set forth herein.

1292. Rohr personally administered Sease's accommodation and reduced-schedule leave arrangements. She determined whether Sease could depart at 3:00 p.m., required new provider documentation to continue that arrangement, and required a full schedule after treating the prior arrangement as expired. She denied interim fully remote authorization and directed Sease toward sick leave or FMLA leave instead. Rohr also handled Sease's requests for, and production of,

personnel, timekeeping, FMLA, and remote-work records, including the August 18, 2026 supplemental production and explanation of KCC's FMLA documentation practices.

1293. Mullen signed Sease's timesheets before shifting that responsibility to Lujan and selected and changed Sease's reporting relationships. He rejected HR's proposed alternative reporting arrangement, directed Sease on March 17, 2026 to resume a 9:00 a.m.–5:00 p.m. schedule, and implemented the May 2026 reporting change under which Carter became Sease's supervisor and assumed Sease's existing supervision of Handman. These decisions controlled Sease's schedule, timekeeping approval, and assigned responsibilities.

1294. Lujan reviewed, signed, and submitted Sease's timesheets and directed the procedures for requesting annual leave and planned sick leave. She instructed Sease to remove Mullen's name from the timesheets because Lujan was the responsible supervisor, explaining that she would copy Mullen on submissions so he could supply the records if HR lost them. Lujan also required accurate recording of lateness and absences and questioned time entries before signing them.

1295. Through their respective exercise of the foregoing authority, Rohr, Mullen, and Lujan acted as employers within N.Y. Lab. Law § 740(1)(b), in addition to possessing the supervisory and corrective authority described above.

1296. Sease disclosed and objected to student workers' use of staff-authenticated student-information sessions, sensitive-record access without demonstrated need, open discussion of employee medical and accommodation information, and pressure to disclose medical reasons for absences.

1297. Her knowledge of the practices, participants, access arrangements, and absence of an identified need gave her a reasonable belief that those practices violated 20 U.S.C. § 1232g(b),

34 C.F.R. §§ 99.30, 99.31(a)(1), and 99.33(a), employee-medical confidentiality protections under 42 U.S.C. § 12112(d) and 29 C.F.R. § 1630.14(c)(1), and the NYCHRL rights described above.

1298. Sease reported the practices to Mullen, Lujan, and Human Resources, requested correction, and afforded officials a reasonable opportunity to act. Her protected activity also included the later agency and judicial disclosures and participation described above.

1299. Rohr, Mullen, and Lujan had actual knowledge of the pertinent disclosures and objections before the retaliatory acts attributed to each. They imposed attendance tracking, warning and documentation demands, full-hours enforcement, continuing work restrictions, and loss of authority because of that activity.

1300. The protected disclosures, participation, and objections contributed to the adverse treatment. Defendants thereby violated N.Y. Lab. Law § 740(2)(a), (b), and (c).

1301. As a direct and proximate result, Sease suffered lost leave, benefits, and other recoverable employment losses. She seeks restoration or compensation for those losses, other proven remuneration loss, the civil penalty authorized by § 740(5)(f), punitive damages for willful, malicious, or wanton conduct under § 740(5)(g), and costs, disbursements, and reasonable attorney's fees under § 740(5)(e).

TWENTY-EIGHTH CAUSE OF ACTION

42 U.S.C. § 1983 – First Amendment Retaliation for Protected Speech and Petition

(Brought Individually by Sease)

(Against Rohr, Mullen, and Lujan in Their Personal Capacities)

1302. Sease repeats and realleges all preceding factual allegations as if fully set forth herein.

1303. Rohr, Mullen, and Lujan acted under color of state law through their authority over Sease's working conditions, reporting, supervision, and accommodation decisions.

1304. Sease spoke and petitioned as a citizen on matters of public concern through the March 29, 2026 public class action, its continued prosecution, and the broader advocacy described above concerning discrimination, accommodation, and confidentiality practices affecting employees and students.

1305. Through independent counsel and outside her assigned duties, Sease sought institutional correction of multi-campus practices for unnamed employees. Her speech and petition addressed public concerns beyond her individual employment dispute. Her interest and the public's interest in that advocacy outweighed Defendants' interest in restricting it.

1306. Rohr, Mullen, and Lujan knew of the pertinent protected activity through the communications and conduct described above before their respective post-filing acts. They reduced Sease's authority, imposed adverse work conditions, and withheld work-enabling relief because of that activity.

1307. The treatment would deter an employee of ordinary firmness from comparable public advocacy and petitioning. Sease's protected speech and petition were substantial or motivating factors in each Defendant's retaliatory conduct.

1308. Defendants thereby violated Sease's First Amendment rights, enforceable through 42 U.S.C. § 1983.

1309. As a direct and proximate result, Sease suffered adverse employment conditions, loss of professional and employment opportunities, economic injury, and emotional distress. Sease seeks compensatory and nominal damages, punitive damages against the individual Defendants for reckless or callous disregard of federal rights, and reasonable attorney's fees and costs under 42 U.S.C. § 1988.

TWENTY-NINTH CAUSE OF ACTION

42 U.S.C. § 1983 – Race Discrimination and Retaliation in Violation of 42 U.S.C. § 1981

(Brought Individually by Sease)

(Against Mullen and Lujan in Their Personal Capacities)

1310. Sease repeats and realleges all preceding factual allegations as if fully set forth herein.

1311. Sease is Black and held a compensated employment appointment. She had the rights secured by 42 U.S.C. § 1981(a) and (b) to racially equal employment terms, conditions, benefits, and privileges.

1312. Mullen and Lujan acted under color of state law through their supervisory and employment authority. They intentionally imposed discriminatory scrutiny, hostile supervision, reporting and attendance restrictions, and loss of authority because of Sease's race.

1313. Their racial and racially gendered remarks, differential treatment, and knowing participation reflected racial intent. Sease's race was a but-for cause of the discriminatory treatment.

1314. Sease opposed racial and racially gendered discrimination. Mullen and Lujan knew of that opposition before imposing retaliatory scrutiny, supervision, and authority restrictions. Her race-related opposition was a but-for cause of that treatment.

1315. The intentional discrimination and retaliation impaired Sease's enjoyment of the employment rights secured by § 1981. Sease enforces those rights against Mullen and Lujan through 42 U.S.C. § 1983.

1316. As a direct and proximate result, Sease suffered adverse employment conditions, loss of professional and employment opportunities, economic injury, and emotional distress. Sease seeks compensatory and nominal damages, punitive damages against the individual Defendants

for reckless or callous disregard of federal rights, and reasonable attorney's fees and costs under 42 U.S.C. § 1988.

THIRTIETH CAUSE OF ACTION

New York City Human Rights Law – Disability-Based Harassment and Hostile Work Environment

(Brought Individually by Levine, Mulvanerty, Sease, Sullivan, Kwong, Kessler, DeRenzo, and Miles)

(On Behalf of the Remote-Accommodation Requesters in the Classes and Subclasses Defined Above, Through Their Respective Representatives)

(Against CUNY, the CUNY Board, and NYC on the Community-College Claims of Levine, Mulvanerty, Sease, Sullivan, Kessler, and Miles and the Corresponding Class Claims; Ursin, Washington-Brown, and Munroe as to Mulvanerty; Rohr, Mullen, and Lujan as to Sease; Rohr as to Kessler; Rubin and Myers as to Miles; Likollari as to DeRenzo; and Miller, Humphrey, Gordon, Cody, Vázquez-Poritz, and Corbett as to Kwong; All Individuals in Their Personal Capacities)

1317. Plaintiffs repeat and reallege all preceding factual allegations as if fully set forth herein.

1318. Plaintiffs and class members had disabilities known to Defendants and could satisfy the essential requisites of their positions with accommodation. The challenged conduct affected their employment in New York City.

1319. Defendants subjected Plaintiffs and class members to a continuing course of disability-based hostility, including criticism of documented needs and accommodated absence, obstruction of accommodated work, punitive attendance scrutiny, restricted communication and participation, recurring medical burdens, and employment pressure.

1320. Defendants associated disability-related absence with deficient commitment and attendance concerns, used accommodation needs against Plaintiffs and class members in assignments and evaluations, and imposed adverse workload, leave, service, and employment consequences.

1321. Disability was at least a motivating factor in the treatment. Viewed cumulatively and in context, the related acts treated Plaintiffs and class members less well and exceeded petty slights and trivial inconveniences.

1322. The individual Defendants directly participated in or knowingly assisted the discriminatory course attributed to them. CUNY and NYC are liable for their managers' and supervisors' conduct under N.Y.C. Admin. Code § 8-107(13)(b).

1323. Defendants thereby violated N.Y.C. Admin. Code § 8-107(1)(a) and (6) and created campus-wide discriminatory hostile work environments for employees seeking disability-based remote accommodations.

1324. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered economic loss, physical aggravation, emotional distress, and other damages. Plaintiffs seek compensatory and nominal damages, back pay, front pay or reinstatement, restoration of leave and benefits, declaratory and injunctive relief, reasonable attorney's fees, expert-witness fees, costs, and interest under N.Y.C. Admin. Code § 8-502. Plaintiffs seek punitive damages against the personally liable individual Defendants for willful or wanton negligence, recklessness, or conscious disregard of Plaintiffs' rights.

1325. The Classes and Subclasses seek class-wide declaratory and injunctive relief, appropriate common-issue relief under the certification provisions alleged above, reasonable attorney's fees, costs, and interest.

THIRTY-FIRST CAUSE OF ACTION

New York City Human Rights Law – Retaliatory Harassment and Hostile Work Environment

(Brought Individually by Levine, Mulvanerty, Sease, Sullivan, Kwong, Kessler, DeRenzo, and Miles)

(On Behalf of the Remote-Accommodation Requesters in the Classes and Subclasses Defined Above, Through Their Respective Representatives)

(Against CUNY, the CUNY Board, and NYC on the Community-College Claims of Levine, Mulvanerty, Sease, Sullivan, Kessler, and Miles and the Corresponding Class Claims; Ursin, Washington-Brown, and Munroe as to Mulvanerty; Rohr, Mullen, and Lujan as to Sease; Rubin and Myers as to Miles; Likollari as to DeRenzo; and Miller and Humphrey as to Kwong; All Individuals in Their Personal Capacities)

1326. Plaintiffs repeat and reallege all preceding factual allegations as if fully set forth herein.

1327. Plaintiffs and class members requested, renewed, used, and sought implementation of disability-based remote-work accommodations, supplied medical support, appealed denials, opposed discriminatory treatment and unnecessary medical demands, filed complaints, and pursued judicial relief.

1328. Defendants knew of the pertinent protected activity of Plaintiffs and class members through the communications and proceedings described above before imposing their respective retaliatory acts.

1329. At least in part because of protected activity, Defendants imposed on Plaintiffs and class members a related course of criticism, heightened scrutiny, communication and participation restrictions, recurrent documentation burdens, adverse workload consequences, leave pressure, threats, and adverse employment decisions.

1330. Viewed cumulatively and in context, the retaliatory course was reasonably likely to deter a person from seeking, using, renewing, appealing, or defending accommodation. The

treatment created campus-wide retaliatory hostile work environments for employees seeking remote accommodations in addition to the discrete retaliatory acts described above.

1331. The individual Defendants personally participated in or knowingly assisted the retaliatory course attributed to them. CUNY and NYC are liable for their managers' and supervisors' conduct under N.Y.C. Admin. Code § 8-107(13)(a).

1332. Defendants thereby violated N.Y.C. Admin. Code § 8-107(7) and (6).

1333. As a direct and proximate result of Defendants' conduct, Plaintiffs suffered economic loss, physical aggravation, emotional distress, and other damages. Plaintiffs seek compensatory and nominal damages, back pay, front pay or reinstatement, restoration of leave and benefits, declaratory and injunctive relief, reasonable attorney's fees, expert-witness fees, costs, and interest under N.Y.C. Admin. Code § 8-502. Plaintiffs seek punitive damages against the personally liable individual Defendants for willful or wanton negligence, recklessness, or conscious disregard of Plaintiffs' rights.

1334. The Classes and Subclasses seek class-wide declaratory and injunctive relief, appropriate common-issue relief under the certification provisions alleged above, reasonable attorney's fees, costs, and interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of the classes and subclasses identified above, respectfully request judgment against the Defendants identified in each count as follows:

- (a) An Order certifying the proposed classes and subclasses pursuant to Fed. R. Civ. P. 23, appointing the named Plaintiffs as representatives of their respective classes and subclasses, and appointing Plaintiffs' counsel as Class Counsel;

- (b) Class-wide declaratory judgment, on behalf of Plaintiffs and the classes and subclasses, declaring the acts complained of herein are violations of the Rehabilitation Act, the Family and Medical Leave Act, and the New York City Human Rights Law, and that Defendants are liable for these violations;
- (c) Class-wide injunctive relief on behalf of Plaintiffs and the classes and subclasses enjoining the continuation of the challenged practices;
- (d) Prospective personal relief against Matos Rodríguez under the NYCHRL requiring individualized consideration of duties, effective alternatives, and hardship in applying staff-presence requirements to Sease and Kessler; and prospective federal relief against him in his official capacity to correct the ongoing practices pleaded in the applicable counts;
- (e) Back pay for the Plaintiffs;
- (f) Front pay and/or reinstatement and/or reinstatement with reasonable accommodations for the Plaintiffs; no front pay or back pay against the Chancellor in his official capacity;
- (g) Individual injunctive relief providing reasonable accommodations to the Plaintiffs;
- (h) Compensatory damages for Plaintiffs under the NYSHRL and NYCHRL and for Levine under her ADA Title I claims, subject to applicable statutory limits; no emotional-distress damages under Section 504 or the FMLA;
- (i) Liquidated damages for the Plaintiffs under the FMLA as authorized by 29 U.S.C. § 2617;
- (j) Nominal damages for the Plaintiffs on claims for which nominal damages are available, excluding the FMLA;
- (k) Actual damages for the Plaintiffs; punitive damages against personally liable individual Defendants under the NYCHRL; no punitive damages against NYC or CUNY or under Section 504 or the FMLA;

- (l) Compensatory and nominal damages and, upon the required showing, punitive damages against the personally liable individual Defendants under 42 U.S.C. § 1983, including for the § 1981 rights enforced through § 1983, and reasonable attorney's fees and costs under § 1988;
- (m) Relief under N.Y. Lab. Law § 740(5) against the individuals named in those counts, including proven remuneration and benefit losses, restoration of employment benefits and opportunities, the authorized civil penalty, punitive damages for willful, malicious, or wanton violations, and reasonable attorney's fees and costs;
- (n) Pre-judgment interest for Plaintiffs;
- (o) Post-judgment interest for Plaintiffs;
- (p) Attorney's fees;
- (q) Expert-witness fees to the extent authorized by the applicable statute;
- (r) Costs; and
- (s) All such other and further relief as the Court deems necessary and proper.

DEMAND FOR TRIAL BY JURY

Under Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury on all issues so triable.

Dated: October 22, 2026
Long Island City, New York

Respectfully submitted,

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