

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

-----X
DYNEL J. POWELL

Plaintiff,

-against-

Summons

Index No.

Jury Demand

THE CITY OF NEW YORK and KEECHANT L. SEWELL

Defendants
-----X

To the Defendant named above:

You are hereby summoned and required to serve a written answer to the attached Verified Complaint upon the Plaintiff's attorney at the address below.

If this Summons is personally delivered to you within the State of New York, you must serve your answer within twenty (20) days after such service, exclusive of the service date.

If this Summons is served upon you in any other manner authorized by law, you must serve your answer within thirty (30) days after service is complete, as provided by the New York Civil Practice Law and Rules.

Should you fail to appear or answer within the applicable period stated above, judgment may be entered against you by default for the relief demanded in the Verified Complaint, without further notice.

Venue is designated in New York County pursuant to CPLR 504(3) because defendant THE CITY OF NEW YORK is a party to this action and material events giving rise to plaintiff's claims occurred in New York County, including NYPD disciplinary review, final policymaking, Police Commissioner decision-making, retirement-related review, post-employment credential

determination, and the refusal to issue plaintiff a full unrestricted retired NYPD identification card and Good-Guy Letter.

Venue is further proper in New York County because the challenged conduct arises from actions and omissions by defendants THE CITY OF NEW YORK and KEECHANT L. SEWELL, including acts undertaken through the New York City Police Department, Police Headquarters, the Police Commissioner's Office, Department disciplinary channels, and final NYPD administrative decision-making centered in New York County.

Plaintiff DYNEL J. POWELL resides in Nassau County, New York. Venue is not designated based upon plaintiff's residence. Plaintiff elects New York County because defendant THE CITY OF NEW YORK is a municipal defendant and because a substantial part of the alleged discriminatory, unequal, and post-employment credential-denial conduct occurred in New York County.

Dated: July 5, 2026
New York, N.Y.

Respectfully submitted,

By: s/Eric Sanders
Attorney for Plaintiff DYNEL J. POWELL

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DEFENDANT ADDRESSES

THE CITY OF NEW YORK
c/o New York City Law Department
Office of the Corporation Counsel
100 Church Street
New York, New York 10007

KEECHANT L. SEWELL
c/o New York City Police Department
Legal Bureau
One Police Plaza
New York, N.Y. 10038

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

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DYNEL J. POWELL

Plaintiff,

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Verified Complaint

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THE CITY OF NEW YORK and KEECHANT L. SEWELL

Defendants
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Plaintiff DYNEL J. POWELL, by his attorney THE SANDERS FIRM, P.C., complaining of defendants THE CITY OF NEW YORK and KEECHANT L. SEWELL, alleges as follows:

INTRODUCTION

Plaintiff DYNEL J. POWELL brings this plenary statutory discrimination and retaliation action against defendants THE CITY OF NEW YORK and KEECHANT L. SEWELL, individually and in her official capacity as former Police Commissioner of the City of New York. This action arises from defendants' refusal to issue plaintiff a full unrestricted retired NYPD police identification card and Good-Guy Letter after defendants permitted him to vest and retire without any new adjudicated misconduct.

Plaintiff is a Black former NYPD police officer who served approximately seventeen and one-half years. He was appointed to the NYPD on January 31, 2006. Before the disciplinary matter referenced herein, plaintiff had no formal disciplinary history, received "Exceeds Expectations" ratings for 2018, 2019, and 2020, and was awarded seven medals for Excellent Police Duty.

In NYPD disciplinary Case No. 2020-22821, plaintiff received a defined penalty: forfeiture of thirty-five vacation days and one-year dismissal probation. On May 13, 2022,

defendant SEWELL exercised her final statutory authority as Police Commissioner and approved that recommendation. Defendants did not terminate plaintiff. They allowed him to remain employed and continue serving.

On March 10, 2023, while plaintiff remained employed, CCRB Complaint No. 202302460 was generated concerning an alleged use of physical force. Shortly thereafter, the NYPD modified plaintiff and ordered him to appear for a department interview. Plaintiff reasonably believed defendants were using the pending CCRB complaint, modified-duty status, and Department interview order as a race-disparate disciplinary mechanism to terminate him or impose inferior retirement consequences not imposed on similarly situated non-Black NYPD members.

On advice of PBA counsel, plaintiff filed for vested-interest retirement to preserve his vested pension rights and avoid termination before his retirement could become effective. Defendants knew or perceived plaintiff's vested-interest retirement filing, and his refusal to submit to a department interview under those discriminatory conditions, as opposition to the Department's racially disparate enforcement of disciplinary rules.

Plaintiff appeared at the New York City Police Pension Section on June 8, 2023, and officially retired on July 7, 2023. By then, defendants knew of the CCRB complaint, plaintiff's modified-duty status, the Department interview order, and plaintiff's protected opposition. Defendants nevertheless did not terminate plaintiff, did not deny his vested-interest retirement, and did not obtain any new finding of misconduct against him.

The CCRB matter later closed on October 2, 2023 as "Miscellaneous — Subject Resigned." It did not result in a substantiated CCRB finding, disciplinary trial finding, or NYPD adjudication of misconduct.

After permitting plaintiff to vest and retire, defendants refused to issue him a full unrestricted retired NYPD police identification card and Good-Guy Letter. That refusal imposed an inferior retired status, deprived plaintiff of ordinary retirement privileges afforded to similarly situated non-Black NYPD members, and retaliated against plaintiff for opposing defendants' race-based unequal disciplinary treatment.

A full unrestricted retired NYPD police identification card and Good-Guy Letter are not ceremonial documents. As recognized in *Perros*, post-separation law-enforcement credentials carry practical retirement, licensing, firearm-related, occupational, reputational, and economic consequences. The agency distinction does not alter the premise: a public law-enforcement employer may not use post-separation credentialing authority to impose unequal or discriminatory burdens on a former member after separation.

Publicly available NYPD disciplinary data do not provide the complete comparator universe necessary to evaluate defendants' treatment of plaintiff. The relevant records are within defendants' exclusive or superior control, including disciplinary histories, CCRB histories, negotiated resolutions, dismissal-probation outcomes, retirement and separation records, retired-identification determinations, Good-Guy Letter determinations, and final Police Commissioner decisions. Plaintiff alleges that those records will show similarly situated non-Black NYPD members received more favorable post-separation credential treatment despite comparable or more serious disciplinary histories, pending complaints, unresolved investigations, Department interview exposure, unadjudicated allegations, or separation under investigation.

Plaintiff does not bring this action as an Article 78 proceeding seeking ordinary administrative review of an internal credential determination. Plaintiff brings this action under the NYSHRL and NYCHRL because defendants treated him less well, retaliated against him,

subjected him to inferior post-employment retired status, and denied him equal access to the ordinary privileges and incidents of retired NYPD status because he is Black and because he opposed race-based unequal treatment.

Plaintiff seeks compensatory damages, declaratory and injunctive relief, issuance of a full unrestricted retired NYPD police identification card and Good-Guy Letter, attorneys' fees, costs, interest, and all other relief permitted by law.

JURISDICTION AND VENUE

1. This Court has subject-matter jurisdiction because plaintiff DYNEL J. POWELL asserts claims under the New York State Human Rights Law, N.Y. Exec. Law § 296, and the New York City Human Rights Law, N.Y.C. Admin. Code § 8-107.

2. Defendant THE CITY OF NEW YORK is a municipal corporation organized under the laws of the State of New York and was plaintiff's former employer through the New York City Police Department.

3. Defendant KEECHANT L. SEWELL is sued individually and in her official capacity as former Police Commissioner of the City of New York and final NYPD decision-maker for the disciplinary and retirement-related conduct alleged herein.

4. Venue is proper in New York County pursuant to CPLR 504(3) because defendant THE CITY OF NEW YORK is a party to this action and material events giving rise to plaintiff's claims occurred in New York County.

5. Those material events include NYPD disciplinary review, Police Commissioner decision-making, retirement-related review, post-employment credential determination, and the refusal to issue plaintiff a full unrestricted retired NYPD police identification card and Good-Guy Letter.

6. Plaintiff DYNEL J. POWELL resides in Nassau County, New York.

7. Venue is not designated based upon plaintiff's residence. Plaintiff elects New York County because defendant THE CITY OF NEW YORK is a municipal defendant and because a substantial part of the alleged discriminatory post-employment credential-denial conduct occurred in New York County.

8. Plaintiff does not bring this action as a CPLR Article 78 proceeding. Plaintiff brings this plenary statutory discrimination action seeking legal, equitable, declaratory, injunctive, and statutory relief under the NYSHRL and NYCHRL.

PROCEDURAL REQUIREMENTS

9. Plaintiff DYNEL J. POWELL brings this plenary statutory discrimination action under the NYSHRL and NYCHRL.

10. Plaintiff has satisfied, waived, or is excused from any condition precedent required to commence this action.

11. No notice of claim is required for plaintiff's NYSHRL or NYCHRL claims asserted against defendants.

12. Plaintiff does not bring this action as a negligence, tort, or state-law damages claim subject to General Municipal Law §§ 50-e or 50-i.

13. Plaintiff does not bring this action as a CPLR Article 78 proceeding seeking ordinary administrative review of an internal NYPD credential determination.

14. Plaintiff seeks legal, equitable, declaratory, injunctive, and statutory relief for defendants alleged discriminatory post-employment treatment, including defendants' refusal to issue plaintiff a full unrestricted retired NYPD police identification card and Good-Guy Letter after permitting him to vest and retire without any new adjudicated misconduct.

15. To the extent defendants contend that any administrative, statutory, or procedural requirement applies, plaintiff alleges that such requirement has been satisfied, waived, excused, tolled, rendered futile, or is otherwise inapplicable.

PLAINTIFF

16. Plaintiff DYNEL J. POWELL is a Black male, over twenty-one (21) years of age, and a resident of Nassau County, New York.

17. Plaintiff is a former police officer employed by defendant THE CITY OF NEW YORK through the Police Department City of New York.

18. Plaintiff was appointed to the NYPD on or about January 31, 2006.

19. Plaintiff served the NYPD for approximately seventeen and one-half years.

20. Plaintiff brings this action to remedy defendants alleged discriminatory post-employment treatment under the NYSHRL and NYCHRL.

DEFENDANTS

21. Defendant THE CITY OF NEW YORK is a municipal corporation organized and existing under the laws of the State of New York.

22. At all relevant times, defendant THE CITY OF NEW YORK employed plaintiff through the Police Department City of New York.

23. At all relevant times, defendant THE CITY OF NEW YORK acted through the NYPD, including its Police Commissioner, officials, employees, agents, policymakers, and final decision-makers.

24. Defendant KEECHANT L. SEWELL was, at relevant times, the Police Commissioner of the City of New York and the final disciplinary authority for the NYPD.

25. Defendant KEECHANT L. SEWELL is sued individually and in her official capacity.

26. At all relevant times, defendant KEECHANT L. SEWELL acted under color of law and within the scope of her authority as Police Commissioner, final policymaker, decision-maker, supervisor, and/or participant acting on behalf of defendant THE CITY OF NEW YORK and the NYPD.

BACKGROUND

27. Plaintiff DYNEL J. POWELL was appointed to the NYPD on or about January 31, 2006.

28. Plaintiff served the NYPD for approximately seventeen and one-half years.

29. Before NYPD disciplinary Case No. 2020-22821, plaintiff had no formal disciplinary history.

30. Plaintiff received overall annual performance ratings of “Exceeds Expectations” for 2018, 2019, and 2020.

31. Plaintiff was awarded seven medals for Excellent Police Duty.

32. Defendant THE CITY OF NEW YORK employed plaintiff through the Police Department City of New York.

33. At all relevant times, defendant THE CITY OF NEW YORK acted through the NYPD, including its Police Commissioner, disciplinary officials, retirement-related personnel, agents, employees, policymakers, and final decision-makers.

34. At all relevant times, defendant KEECHANT L. SEWELL served as Police Commissioner of the City of New York.

35. As Police Commissioner, defendant SEWELL was the final disciplinary authority for the NYPD.

36. Administrative Code of the City of New York § 14-115 vests the Police Commissioner with disciplinary authority over NYPD members of service.

37. Under Administrative Code § 14-115, the Police Commissioner may, in her discretion, impose discipline upon members of the force, including reprimand, forfeiture of pay, suspension without pay, and dismissal from the force.

38. Administrative Code § 14-115(d) further authorizes the Police Commissioner to hold dismissal in abeyance and retain a member of the force during a dismissal-probation period, subject to the Police Commissioner's discretion.

39. Defendant SEWELL therefore had final statutory authority to approve, modify, reject, or impose discipline in plaintiff's NYPD disciplinary matter.

40. Defendant SEWELL also had final authority, as Police Commissioner and policymaker for the NYPD, over plaintiff's disciplinary status, continued employment, vested-interest retirement permission, and post-employment retired-credential consequences alleged herein.

41. In NYPD disciplinary Case No. 2020-22821, plaintiff was charged in connection with an off-duty motor-vehicle incident and a later Department interview.

42. Following trial, Paul M. Gamble, Assistant Deputy Commissioner — Trials, recommended that plaintiff forfeit thirty-five vacation days and be placed on one-year dismissal probation.

43. The recommended penalty did not require plaintiff's immediate termination.

44. On or about May 13, 2022, defendant SEWELL exercised her final authority as Police Commissioner and approved the recommended penalty.

45. Defendant SEWELL did not terminate plaintiff.

46. Defendant THE CITY OF NEW YORK, through the NYPD and defendant SEWELL, allowed plaintiff to remain employed after the approved penalty.

47. Upon information and belief, plaintiff remained full duty during the relevant post-penalty period.

48. On or about March 10, 2023, CCRB Complaint No. 202302460 was generated concerning an alleged use of physical force.

49. The CCRB matter arose from a parade or special-event encounter in a subway station or train.

50. The CCRB matter involved no arrest and no summons.

51. Body-worn camera evidence and video evidence were collected in connection with the CCRB matter.

52. Shortly after the CCRB complaint, the NYPD modified plaintiff.

53. Shortly after modifying plaintiff, the NYPD ordered plaintiff to appear for a department interview.

54. On advice of PBA counsel, plaintiff filed for vested-interest retirement.

55. Plaintiff filed for vested-interest retirement to protect his vested pension rights and to avoid defendants using the pending CCRB complaint, modified-duty status, and Department interview order as a vehicle to terminate him before his retirement could become effective.

56. Plaintiff reasonably believed defendants were positioning him, as a Black NYPD member, for unequal and discriminatory treatment based on stale, previously punished, unresolved, unsubstantiated, or unadjudicated allegations.

57. Plaintiff further reasonably believed that similarly situated non-Black NYPD members were not being subjected to the same threatened career-ending and post-retirement consequences under comparable circumstances.

58. Plaintiff's effort to preserve his vested retirement rights was a protected response to defendants' race-based discriminatory and unequal treatment.

59. Plaintiff reasonably believed defendants were using the pending CCRB complaint, modified-duty status, and Department interview order as a race-disparate disciplinary mechanism to terminate him or impose inferior retirement consequences not imposed on similarly situated non-Black NYPD members.

60. Defendants knew or perceived that plaintiff's vested-interest retirement filing, and his refusal to submit to a department interview under those discriminatory conditions, constituted opposition to the Department's racially disparate enforcement of disciplinary rules.

61. That opposition was a motivating factor in defendants' subsequent refusal to issue plaintiff a full unrestricted retired NYPD police identification card and Good-Guy Letter.

62. Plaintiff was a Tier IIA member.

63. As a Tier IIA member with approximately seventeen and one-half years of service, plaintiff required Police Commissioner permission to vest.

64. On or about June 8, 2023, plaintiff appeared at the New York City Police Pension Section in connection with his vested-interest retirement.

65. By June 8, 2023, defendant THE CITY OF NEW YORK, through the NYPD, knew or should have known of the March 10, 2023 CCRB complaint, plaintiff's modified-duty status, and the Department interview order.

66. By June 8, 2023, defendant SEWELL knew or should have known, through the NYPD's disciplinary and retirement-related channels, of plaintiff's disciplinary status, plaintiff's modified-duty status, the pending Department interview order, and plaintiff's vested-interest retirement request.

67. Defendants THE CITY OF NEW YORK and SEWELL nevertheless did not terminate plaintiff.

68. Defendants THE CITY OF NEW YORK and SEWELL nevertheless did not deny plaintiff permission to proceed with vested-interest retirement.

69. On or about July 7, 2023, plaintiff officially retired from the NYPD.

70. As of plaintiff's July 7, 2023 retirement, defendants THE CITY OF NEW YORK and SEWELL had not obtained any new adjudicated finding of misconduct against plaintiff.

71. As of plaintiff's July 7, 2023 retirement, the March 10, 2023 CCRB matter had not resulted in a substantiated finding against plaintiff.

72. As of plaintiff's July 7, 2023 retirement, the March 10, 2023 CCRB matter had not resulted in a disciplinary trial finding against plaintiff.

73. The CCRB matter later closed on or about October 2, 2023 as "Miscellaneous — Subject Resigned."

74. The CCRB matter did not result in a new NYPD adjudication of misconduct against plaintiff.

75. After permitting plaintiff to vest and retire, defendant THE CITY OF NEW YORK, through the NYPD, and defendant SEWELL refused to issue plaintiff a full unrestricted retired NYPD police identification card.

76. After permitting plaintiff to vest and retire, defendant THE CITY OF NEW YORK, through the NYPD, and defendant SEWELL refused to issue plaintiff a Good-Guy Letter.

77. Upon information and belief, defendant SEWELL approved, ratified, authorized, caused, failed to correct, or was responsible for the NYPD's refusal to issue plaintiff a full unrestricted retired NYPD police identification card and Good-Guy Letter.

78. Upon information and belief, defendants relied, in whole or in part, on stale, previously punished, unresolved, unsubstantiated, or unadjudicated allegations to deny plaintiff full retired credentials.

79. Defendants' refusal was not based on any post-May 13, 2022 adjudicated misconduct.

80. Defendants' refusal was not based on any new proven disciplinary violation.

81. Defendants' refusal imposed an inferior retired status upon plaintiff after his NYPD employment ended.

82. Defendants' refusal impaired plaintiff's retired NYPD status, firearm-related retired-status opportunities, security and law-enforcement-related employment opportunities, reputation, economic interests, and other practical incidents of retirement.

83. A full unrestricted retired NYPD police identification card and Good-Guy Letter are not ceremonial documents.

84. These post-separation credentials carry practical, reputational, licensing, firearm-related, occupational, and retirement-status consequences for former law-enforcement officers.

85. The denial of such credentials can impair a retired officer's ability to obtain or maintain firearm-related retired law-enforcement status, pursue security or law-enforcement-related employment, preserve professional standing, and access the ordinary incidents of retired police status.

86. In *Perros v. County of Nassau*, No. 15-cv-5598, 2025 WL 2533586 (E.D.N.Y. Sept. 3, 2025), the court recognized that issuance of a Good-Guy Letter was a retirement benefit upon which other benefits turned.

87. Although *Perros* involved a different law-enforcement agency, the operative principle applies here.

88. A public law-enforcement employer may not use post-separation credentialing authority to impose unequal or discriminatory burdens on a former member after separation.

89. After defendant SEWELL exercised final statutory authority under Administrative Code § 14-115 to approve plaintiff's defined disciplinary penalty, defendants allowed plaintiff to remain employed, appear at the New York City Police Pension Section, vest, and officially retire.

90. After plaintiff retired without any new adjudicated misconduct, defendants used post-separation credential authority to impose an additional retirement disability beyond the disciplinary penalty already approved by defendant SEWELL.

Comparator Information and Incomplete Public Data

91. Defendants maintain exclusive or superior access to the records necessary to determine whether similarly situated NYPD members were treated more favorably with respect to post-separation retired credentials.

92. Those records include disciplinary histories, CCRB histories, charges and specifications, negotiated resolutions, plea agreements, penalty recommendations, dismissal-probation outcomes, retirement and separation records, Pension Section processing records, retired-identification determinations, Good-Guy Letter determinations, and final Police Commissioner decisions.

93. Publicly available NYPD disciplinary data do not provide a complete or reliable comparator universe for plaintiff's claims.

94. The NYPD publicly reports broad aggregate disciplinary data, but its publicly available reporting does not disclose the complete case-level information necessary to compare plaintiff's treatment with similarly situated members.

95. The NYPD's public reporting does not reliably identify which members with comparable or more serious disciplinary histories, pending complaints, unresolved investigations, Department interview exposure, unadjudicated allegations, or separation under investigation received full unrestricted retired NYPD identification cards and/or Good-Guy Letters.

96. The NYPD's omission of retired-credential outcomes from public comparator data is material because plaintiff's claim concerns post-separation credential disability, not merely the initial disciplinary penalty.

97. Defendants' exclusive or superior control over this comparator information allowed defendants to present plaintiff's retired-credential denial as neutral while limiting plaintiff's ability to test whether similarly situated non-Black members received more favorable treatment.

98. Discovery is necessary to identify the complete comparator universe, including non-Black NYPD members who received full retired credentials despite comparable or more serious disciplinary histories, pending CCRB complaints, unresolved investigations, Department interview exposure, unadjudicated allegations, or separation under investigation.

99. Upon information and belief, defendants THE CITY OF NEW YORK and SEWELL did not impose the same post-separation credential disability on similarly situated non-Black NYPD members with comparable or more serious disciplinary histories, pending complaints, unresolved investigations, Department interview exposure, unadjudicated allegations, or separation under investigation.

100. Defendants THE CITY OF NEW YORK and SEWELL's treatment of plaintiff constituted unequal and discriminatory post-employment treatment under the NYSHRL and NYCHRL.

CONCLUSION

101. Defendants THE CITY OF NEW YORK and KEECHANT L. SEWELL permitted plaintiff DYNEL J. POWELL to remain employed after the disciplinary penalty approved on May 13, 2022.

102. Defendants permitted plaintiff to proceed with vested-interest retirement after they knew or should have known of the March 10, 2023 CCRB complaint, plaintiff's modified-duty status, the Department interview order, and plaintiff's protected opposition to race-based unequal disciplinary treatment.

103. Defendants permitted plaintiff to officially retire on or about July 7, 2023 without obtaining any new adjudicated finding of misconduct against him.

104. After plaintiff retired, defendants refused to issue him a full unrestricted retired NYPD police identification card and Good-Guy Letter.

105. Defendants' refusal imposed an inferior retired status on plaintiff and deprived him of ordinary post-employment retirement privileges afforded to similarly situated non-Black NYPD members.

106. Defendants' refusal also constituted retaliation because defendants used post-separation credential authority to punish plaintiff for preserving his vested retirement rights and refusing to submit to a department interview under conditions plaintiff reasonably believed reflected racially disparate disciplinary enforcement.

107. Publicly available NYPD disciplinary data do not disclose the complete comparator universe necessary to evaluate defendants' treatment of plaintiff, including retired-identification determinations, Good-Guy Letter determinations, retirement and separation records, CCRB histories, disciplinary histories, and final Police Commissioner decisions.

108. Defendants maintain exclusive or superior control over the records necessary to determine whether similarly situated non-Black NYPD members received more favorable post-separation credential treatment despite comparable or more serious disciplinary histories, pending complaints, unresolved investigations, Department interview exposure, unadjudicated allegations, or separation under investigation.

109. Defendants' conduct treated plaintiff less well because he is Black, subjected him to unequal post-employment treatment, and retaliated against him for opposing race-based unequal treatment in violation of the NYSHRL and NYCHRL.

110. As a result of defendants' conduct, plaintiff suffered loss of full retired NYPD status, impairment of firearm-related retired-status opportunities, impairment of security and

law-enforcement-related employment opportunities, reputational harm, emotional distress, economic damages, and other injuries recoverable by law.

111. Therefore, plaintiff DYNEL J. POWELL brings this action to remedy defendants' discriminatory and retaliatory post-employment treatment and seeks all legal, equitable, declaratory, injunctive, statutory, and monetary relief available under the NYSHRL, the NYCHRL, and applicable law.

VIOLATIONS AND CLAIMS ALLEGED

COUNT I

Race Discrimination in Violation of the New York State Human Rights Law Against All Defendants

112. Plaintiff repeats, reiterates, and realleges each and every allegation set forth above as if fully set forth herein.

113. Plaintiff DYNEL J. POWELL is Black and is a member of a protected class under the NYSHRL.

114. Defendant THE CITY OF NEW YORK was plaintiff's employer within the meaning of the NYSHRL.

115. Defendant KEECHANT L. SEWELL acted as Police Commissioner, final disciplinary authority, policymaker, decision-maker, supervisor, participant, and/or aider and abettor within the meaning of the NYSHRL.

116. The NYSHRL prohibits discrimination against an employee or former employee in the terms, conditions, privileges, benefits, or incidents of employment because of race.

117. The NYSHRL must be construed liberally, and plaintiff is not required to satisfy the older federal "materially adverse employment action" standard.

118. Defendants violated the NYSHRL by treating plaintiff less well, and by subjecting him to inferior post-employment retired status, at least in part because he is Black.

119. Defendants denied plaintiff equal access to the ordinary privileges, benefits, and incidents of retired NYPD status, including a full unrestricted retired NYPD police identification card and Good-Guy Letter.

120. Defendant SEWELL personally participated in, approved, authorized, ratified, caused, aided, abetted, compelled, incited, or failed to correct the discriminatory conduct alleged herein.

121. Defendant SEWELL is individually liable under N.Y. Exec. Law § 296(6) and any other applicable provision of the NYSHRL.

122. Defendant THE CITY OF NEW YORK is liable for the discriminatory acts, omissions, policies, practices, decisions, ratifications, and failures to correct undertaken by the NYPD, defendant SEWELL, and other officials, employees, agents, policymakers, and decision-makers acting within the scope of their authority.

123. As a direct and proximate result of defendants' unlawful race discrimination, plaintiff suffered damages recoverable under the NYSHRL.

COUNT II
Retaliation in Violation of the
New York State Human Rights Law
Against All Defendants

124. Plaintiff repeats, reiterates, and realleges each and every allegation set forth above as if fully set forth herein.

125. The NYSHRL prohibits retaliation against an employee or former employee because he opposed practices forbidden by the NYSHRL or otherwise engaged in protected opposition.

126. Plaintiff engaged in protected activity by opposing, resisting, and seeking to avoid defendants' race-based discriminatory and unequal treatment, including defendants' threatened use of pending, unresolved, unsubstantiated, or unadjudicated allegations to terminate him or impose inferior retirement consequences.

127. Plaintiff also engaged in protected activity by seeking to preserve his vested retirement rights in response to defendants' race-based discriminatory and unequal treatment.

128. Defendants knew or perceived that plaintiff's conduct constituted opposition to race-based discriminatory and unequal treatment.

129. Defendants retaliated against plaintiff by denying, maintaining, ratifying, and/or refusing to correct the denial of plaintiff's full unrestricted retired NYPD police identification card and Good-Guy Letter.

130. Defendants' conduct was reasonably likely to deter a person from opposing discriminatory treatment, challenging racially disparate disciplinary enforcement, protecting vested retirement rights, or asserting rights protected by the NYSHRL.

131. Defendants' conduct constitutes retaliation in violation of N.Y. Exec. Law § 296(7).

132. Defendant SEWELL personally participated in, approved, authorized, ratified, caused, aided, abetted, compelled, incited, or failed to correct the retaliatory conduct alleged herein.

133. Defendant SEWELL is individually liable under N.Y. Exec. Law § 296(6) and any other applicable provision of the NYSHRL.

134. Defendant THE CITY OF NEW YORK is liable for the retaliatory acts, omissions, policies, practices, decisions, ratifications, and failures to correct undertaken by the

NYPD, defendant SEWELL, and other officials, employees, agents, policymakers, and decision-makers acting within the scope of their authority.

135. As a direct and proximate result of defendants' unlawful retaliation, plaintiff suffered damages recoverable under the NYSHRL.

COUNT III
Race Discrimination in Violation of the
New York City Human Rights Law
Against All Defendants

136. Plaintiff repeats, reiterates, and realleges each and every allegation set forth above as if fully set forth herein.

137. Plaintiff DYNEL J. POWELL is Black and is a member of a protected class under the NYCHRL.

138. Defendant THE CITY OF NEW YORK was plaintiff's employer within the meaning of the NYCHRL.

139. Defendant KEECHANT L. SEWELL acted as Police Commissioner, final disciplinary authority, policymaker, decision-maker, supervisor, participant, and/or aider and abettor within the meaning of the NYCHRL.

140. The NYCHRL prohibits discrimination against an employee or former employee in the terms, conditions, privileges, benefits, or incidents of employment because of race.

141. The NYCHRL must be construed broadly, liberally, and independently from federal and state civil-rights statutes to accomplish its uniquely remedial purposes.

142. Under the NYCHRL, plaintiff need only plead that defendant treated him less well, at least in part because of race.

143. Defendants violated the NYCHRL by treating plaintiff less well and subjecting him to inferior post-employment retired status, at least in part because he is Black.

144. Defendants denied plaintiff equal access to the ordinary privileges, benefits, and incidents of retired NYPD status, including a full unrestricted retired NYPD police identification card and Good-Guy Letter.

145. Defendants' conduct constitutes race discrimination in violation of N.Y.C. Admin. Code § 8-107(1)(a).

146. Defendant SEWELL personally participated in, approved, authorized, ratified, caused, aided, abetted, compelled, incited, or failed to correct the discriminatory conduct alleged herein.

147. Defendant SEWELL is individually liable under N.Y.C. Admin. Code §§ 8-107(1)(a), 8-107(6), 8-107(13), and any other applicable provision of the NYCHRL.

148. Defendant THE CITY OF NEW YORK is liable for the discriminatory acts, omissions, policies, practices, decisions, ratifications, and failures to correct undertaken by the NYPD, defendant SEWELL, and other officials, employees, agents, policymakers, supervisors, and decision-makers acting within the scope of their authority.

149. As a direct and proximate result of defendants' unlawful race discrimination, plaintiff suffered damages recoverable under the NYCHRL.

COUNT IV
Retaliation in Violation of the
New York City Human Rights Law
Against All Defendants

150. Plaintiff repeats, reiterates, and realleges each and every allegation set forth above as if fully set forth herein.

151. The NYCHRL prohibits retaliation against an employee or former employee because he opposed practices forbidden by the NYCHRL or otherwise engaged in protected opposition.

152. The NYCHRL retaliation standard must be construed broadly and does not require plaintiff to plead or prove an ultimate employment action or materially adverse employment action under restrictive federal standards.

153. Plaintiff engaged in protected activity by opposing, resisting, and seeking to avoid defendants' race-based discriminatory and unequal treatment, including defendants' threatened use of pending, unresolved, unsubstantiated, or unadjudicated allegations to terminate him or impose inferior retirement consequences.

154. Plaintiff also engaged in protected activity by seeking to preserve his vested retirement rights in response to defendants' race-based discriminatory and unequal treatment.

155. Defendants knew or perceived that plaintiff's conduct constituted opposition to race-based discriminatory and unequal treatment.

156. Defendants retaliated against plaintiff by denying, maintaining, ratifying, and/or refusing to correct the denial of plaintiff's full unrestricted retired NYPD police identification card and Good-Guy Letter.

157. Defendants' conduct was reasonably likely to deter a person from opposing discriminatory treatment, challenging racially disparate disciplinary enforcement, protecting vested retirement rights, or asserting rights protected by the NYCHRL.

158. Defendants' conduct constitutes retaliation in violation of N.Y.C. Admin. Code § 8-107(7).

159. Defendant SEWELL personally participated in, approved, authorized, ratified, caused, aided, abetted, compelled, incited, or failed to correct the retaliatory conduct alleged herein.

160. Defendant SEWELL is individually liable under N.Y.C. Admin. Code §§ 8-107(6), 8-107(7), 8-107(13), and any other applicable provision of the NYCHRL.

161. Defendant THE CITY OF NEW YORK is liable for the retaliatory acts, omissions, policies, practices, decisions, ratifications, and failures to correct undertaken by the NYPD, defendant SEWELL, and other officials, employees, agents, policymakers, supervisors, and decision-makers acting within the scope of their authority.

162. As a direct and proximate result of defendants' unlawful retaliation, plaintiff suffered damages recoverable under the NYCHRL.

JURY TRIAL

163. Plaintiff DYNEL J. POWELL hereby demands a trial by jury of all issues so triable as of right.

PRAYER FOR RELIEF

WHEREFORE, plaintiff DYNEL J. POWELL respectfully demands judgment against defendants THE CITY OF NEW YORK and KEECHANT L. SEWELL, jointly and severally, as follows:

- a. Declaring that defendants violated plaintiff's rights under the New York State Human Rights Law, N.Y. Exec. Law § 296;
- b. Declaring that defendants violated plaintiff's rights under the New York City Human Rights Law, N.Y.C. Admin. Code § 8-107;
- c. Declaring that defendants' refusal to issue plaintiff a full unrestricted retired NYPD police identification card and Good-Guy Letter constituted unlawful discrimination and retaliation under the NYSHRL and NYCHRL;

- d. Directing defendants to issue plaintiff a full unrestricted retired NYPD police identification card;
- e. Directing defendants to issue plaintiff a Good-Guy Letter;
- f. Directing defendants to correct, amend, expunge, or remove any records reflecting or causing the discriminatory denial of plaintiff's full unrestricted retired NYPD police identification card and Good-Guy Letter;
- g. Enjoining defendants from continuing to deny plaintiff the ordinary privileges, benefits, and incidents of retired NYPD status based upon discriminatory, retaliatory, stale, previously punished, unresolved, unsubstantiated, or unadjudicated allegations;
- h. Awarding plaintiff compensatory damages in an amount to be determined at trial;
- i. Awarding plaintiff emotional-distress damages in an amount to be determined at trial;
- j. Awarding plaintiff economic damages, including damages for lost employment, security, firearm-related, and law-enforcement-related opportunities, in an amount to be determined at trial;
- k. Awarding plaintiff punitive damages against defendant KEECHANT L. SEWELL in her individual capacity to the fullest extent permitted by law;
- l. Awarding plaintiff pre-judgment and post-judgment interest;
- m. Awarding plaintiff reasonable attorneys' fees, costs, expenses, and disbursements as permitted under the NYSHRL, NYCHRL, CPLR, and any other applicable law; and

n. Granting such other and further relief as this Court deems just, proper, and equitable.

Dated: July 5, 2026
New York, N.Y.

Respectfully submitted,

By: s/Eric Sanders
Attorney for Plaintiff DYNEL J. POWELL

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ATTORNEY VERIFICATION

STATE OF NEW YORK

ss:

COUNTY OF WESTCHESTER

ERIC SANDERS, ESQ., affirms as follows:

I am an attorney admitted to practice in the State of New York courts. As the attorney for the plaintiff in the action, I am familiar with all the facts and circumstances.

The Verified Complaint is true to the knowledge of the affirmant, except for those matters stated to be alleged upon information and belief, and he believes those matters to be factual.

The affirmant further states that this verification is made by the affirmant and not by the Plaintiff because the Plaintiff is not within the county of Westchester, where the affirmant maintains his office.

The undersigned attorney affirms that the previous statements are true under the penalties of perjury pursuant to CPLR 2106.

Dated: July 5, 2026
New York, N.Y.

Respectfully submitted,

By: s/Eric Sanders
Attorney for Plaintiff DYNEL J. POWELL

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

INDEX NO.:

DYNEL J. POWELL

Plaintiff,

-against-

THE CITY OF NEW YORK and KEECHANT L. SEWELL

Defendants

SUMMONS WITH VERIFIED COMPLAINT

Duly submitted by:

By: s/Eric Sanders

Attorney for Plaintiff DYNEL J. POWELL

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