

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

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THE MAYOR OF THE CITY OF NEW YORK, THE  
DEPARTMENT OF EDUCATION OF THE CITY SCHOOL  
DISTRICT OF THE CITY OF NEW YORK, and THE  
CHANCELLOR OF THE DEPARTMENT OF  
EDUCATION OF THE CITY SCHOOL DISTRICT OF THE  
CITY OF NEW YORK,

Index No.

**SUMMONS**

Date Index No. Purchased:  
August 19, 2026

Plaintiffs,

-against-

THE COUNCIL OF THE CITY OF NEW YORK,

Defendant.

----- X

To the above-named Defendant:

The Council of the City of New York

New York City Hall, City Hall Park, New York, New York 10007

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs' attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is residence in New York County, which is evidenced by the fact that at least one of the parties has its principal place of business in New York County, and place of occurrence, which is evidenced by the fact that a substantial part of the events or omissions giving rise to the claims herein occurred in New York County.

Dated: New York, New York  
August 19, 2026

Respectfully submitted,

**STEVEN BANKS**

Corporation Counsel of the City of New York

*Attorney for Plaintiffs*

100 Church Street, Room 2-104

New York, New York 10007

(212) 356-0839

zellis@law.nyc.gov

By: /s/

**ZACHARY T. ELLIS**

Assistant Corporation Counsel

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

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THE MAYOR OF THE CITY OF NEW YORK, THE  
DEPARTMENT OF EDUCATION OF THE CITY SCHOOL  
DISTRICT OF THE CITY OF NEW YORK, and THE  
CHANCELLOR OF THE DEPARTMENT OF  
EDUCATION OF THE CITY SCHOOL DISTRICT OF THE  
CITY OF NEW YORK,

**COMPLAINT**

Plaintiffs,

-against-

THE COUNCIL OF THE CITY OF NEW YORK,

Defendant.

----- X  
Plaintiffs, the Mayor of the City of New York (“Mayor”), the Department of Education of the City School District of the City of New York (“DOE”), and the Chancellor of the Department of Education of the City School District of the City of New York (“Chancellor” and collectively, “Plaintiffs”), by and through their attorney, Steven Banks, Corporation Counsel of the City of New York, as and for their Complaint herein against Defendant, the Council of the City of New York (“Council”), respectfully allege as follows:

**Preliminary Statement**

1. This action seeks a judgment declaring unlawful, and enjoining the application and enforcement of, Int. No. 692-A of 2026, which the Council passed on July 16, 2026, and has been sent to the Mayor’s desk for his consideration, and which requires the DOE to provide a workforce stabilization payment, totaling up to \$10,000.00, to each eligible school paraprofessional for work performed during the 2026–2027 school year.

2. The basis for the relief sought by Plaintiffs herein is that Int. No. 692-A, known as the “Paraprofessional Pay Bill,” provides each “eligible school paraprofessional” with a

“workforce stabilization payment” of up to \$10,000.00 outside of the collective bargaining process and is, therefore, inconsistent with, and preempted by, the Public Employees’ Fair Employment Act, widely known as the “Taylor Law” and codified at Article 14 of the Civil Service Law, Civ. Serv. Law §§ 200–214.

3. Accordingly, and on the basis of such inconsistency and preemption, the Paraprofessional Pay Bill was beyond the authority of the Council to enact.

4. Indeed, the bill ignores nearly sixty years of well-established collective bargaining process under the Taylor Law—which requires that public employers and unions negotiate in good faith on mandatory subjects of bargaining, such as compensation—and improperly mandates that the DOE pay approximately 25,000 employees up to \$10,000.00 each; although the Council labels these “stabilization” payments, they effectively function as stipends or salary bonuses and, regardless of terminology, are an additional form of compensation and, as such, a mandatory subject of bargaining.

5. The carefully designed collective bargaining process set forth in the Taylor Law exists for a reason: here, it balances the school paraprofessionals’ understandable desire for additional compensation with the DOE’s limited fiscal capacity and its negotiations, as well as those of the City of New York (“City”), with the many other unions representing DOE and/or City employees.

6. By circumventing that process and attempting to increase pay for school paraprofessionals by legislative fiat (at a cost, by its own conservative estimate, of \$324.9 million), the Council has set a perilous and unlawful precedent with huge fiscal consequences for the DOE and the City—and, by extension, the tax-paying public.

7. Moreover, collective bargaining is necessary for “the orderly and uninterrupted operations and functions of government,” *id.* § 200; when, as here, the Council bypasses that process, it erodes predictable and cooperative labor relations citywide and degrades the DOE and the City’s standing as reliable employers—undercutting the exact protection that the Taylor Law was enacted to provide.

8. If the Paraprofessional Pay Bill is allowed to stand, other public employees will undoubtedly seek their own “stabilization” payments from the Council, also outside of the collective bargaining process, or otherwise use Council proposals for such payments as leverage over that process.

9. A further and alternative basis for the relief sought by Plaintiffs herein is that the Paraprofessional Pay Bill is preempted because it infringes on, usurps, and otherwise interferes with the statutory powers granted to the DOE and its Chancellor under the Taylor Law and the Education Law, to wit: their exclusive authority to negotiate and enter into agreements concerning the terms and conditions of school paraprofessionals’ employment. *See* Educ. Law § 2590-h.

10. Accordingly, and on the basis of such preemption, the Paraprofessional Pay Bill was beyond the authority of the Council to enact.

### **The Parties**

11. Plaintiff, the Mayor of the City of New York, is designated by Chapter 1, Section 3, of the New York City Charter as the chief executive officer of the City and is vested by Section 201(12) of the Taylor Law with the exclusive power and authority to bargain for and negotiate “agreement[s]” with “employee organization[s].” Civ. Serv. Law § 201(12); *see also* N.Y.C. Charter ch. 1, § 3.

12. Plaintiff, the Department of Education of the City School District of the City of New York, is a school board duly organized and existing under the laws of the State of New York and is vested by the Taylor Law and the Education Law with the exclusive power and authority to establish the terms and conditions of school paraprofessionals' employment, subject to collective bargaining. *See* Civ. Serv. Law §§ 201(10), 201(12); Educ. Law § 2590-h.

13. Plaintiff, the Chancellor of the Department of Education of the City School District of the City of New York, is the superintendent of schools and chief executive officer of the DOE. Plaintiffs respectfully refer the Court to Article 52-A of the Education Law for a description of the governance, structure, and authority of the DOE and its Chancellor. *See* Educ. Law §§ 2590 to 2590-v.

14. Defendant, the Council of the City of New York, is the legislative body of the City and is authorized by Chapter 2, Section 28, of the New York City Charter, and by Section 10 of the Municipal Home Rule Law, to adopt and amend local laws that are not inconsistent with the provisions of the Constitution of the State of New York or the general laws of the State of New York. *See* Mun. Home Rule Law § 10; N.Y.C. Charter ch. 2, § 28.

### **The Taylor Law**

15. The Taylor Law, which was enacted in 1967, "is a State-wide comprehensive scheme for regulating relationships between public employers and public employees at all levels of government." *Patrolmen's Benevolent Ass'n of N.Y., Inc. v. City of New York*, 97 N.Y.2d 378, 382 (N.Y. 2001).

16. It provides a carefully designed collective bargaining system that, among other beneficial effects, "promote[s] harmonious and cooperative relationships between government and

its employees and . . . protect[s] the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.” Civ. Serv. Law § 200.

17. The Taylor Law defines an “agreement” (*i.e.*, a collective bargaining agreement) as “the result of the exchange of mutual promises between the chief executive officer of a public employer and an employee organization which becomes a binding contract, for the period set forth therein . . . .” *Id.* § 201(12).

18. The Taylor Law vests in the chief executive officer of the public employer the exclusive power and authority to bargain for and negotiate agreements with employee organizations. *See id.*

19. As noted in paragraph “11” above, Chapter 1, Section 3, of the New York City Charter designates the Mayor as the chief executive officer of the City. *See* N.Y.C. Charter ch. 1, § 3.

20. The Taylor Law defines the chief executive officer of a school district as “the superintendent of schools in school districts employing their own superintendents, and in school districts under the jurisdiction of a district superintendent of schools, . . . the principal of the district.” Civ. Serv. Law § 201(10).

21. The Education Law, in turn, designates the Chancellor as “the superintendent of schools and chief executive officer for the city district.” Educ. Law § 2590-h.

22. Under the Taylor Law, “terms and conditions of employment” are considered mandatory subjects of bargaining. *See* Civ. Serv. Law §§ 203–204; *see also City of Watertown v. State Pub. Emp’t Relations Bd.*, 95 N.Y.2d 73, 76 (N.Y. 2000) (“Absent clear evidence that the Legislature intended otherwise, the presumption is that all terms and conditions of employment are subject to mandatory bargaining.”).

23. The Taylor Law defines “terms and conditions of employment” to include “salaries, wages, hours and other terms and conditions of employment provided, however, that such term shall not include any benefits provided by or to be provided by a public retirement system, or payments to a fund or insurer to provide an income for retirees, or payment to retirees or their beneficiaries.” Civ. Serv. Law § 201(4)(a).

24. The above principles are also reflected in the New York City Collective Bargaining Law (“NYCCBL”), which was enacted by the Council in 1967—the same year as the Taylor Law’s enactment—in the exercise of a local option set forth in Section 212 of the Taylor Law. *See id.* § 212.

25. The NYCCBL is codified at Title 12, Chapter 3, of the New York City Administrative Code, N.Y.C. Admin. Code §§ 12-301 to 12-316.

26. Specifically, Section 12-306 states that it is “an improper practice for a public employer or its agents . . . to unilaterally make any change as to any mandatory subject of collective bargaining or as to any term and condition of employment established in the prior contract, during a period of negotiations with a public employee organization . . . .” *Id.* § 12-306(a)(5).

27. And Section 12-307 states that “public employers and certified or designated employee organizations shall have the duty to bargain in good faith on wages (including but not limited to wage rates, pensions, health and welfare benefits, uniform allowances and shift premiums) . . . .” *Id.* § 12-307(a).

28. School paraprofessionals employed by the DOE are public employees subject to the Taylor Law. *See* Civ. Serv. Law § 201.7(a) (broadly defining “public employee” as “any person holding a position by appointment or employment in the service of a public employer”); *id.* § 203 (granting public employees the right to be represented by employee organizations); *id.* § 204

(imposing a mutual obligation on public employers and certified or recognized employee organizations to collectively negotiate wages, hours, and other terms and conditions of employment).

29. For purposes of collective bargaining, school paraprofessionals are represented by the United Federation of Teachers, Local 2, AFT, AFL-CIO (“UFT”).

30. The current DOE–UFT contract is set to expire on November 28, 2027.

31. The DOE/City and the UFT have a long-standing history of negotiating both short- and long-term additional compensation for DOE employees, such as annual retention bonuses, shortage license differentials, and the Housing Support Program for Shortage Area Teachers.

32. Negotiations between the DOE/City and the UFT to address compensation for specific titles are common practice, both as part of comprehensive bargaining discussions for a new contract and during a contract term, in accordance with the established traditions and Taylor Law framework maintained by the DOE/City and public-employee unions for nearly six uninterrupted decades.

33. Accordingly, in this instance, the DOE/City sought to bargain with the UFT regarding school paraprofessionals’ pay through the normal collective bargaining process; it became clear, however, that the then-pending legislation made the normal give and take of negotiations that characterizes the collective bargaining process impracticable.

34. Specifically, the DOE and City’s ability to have conversations aimed at not only providing greater compensation to school paraprofessionals but also balancing the DOE and City’s fiduciary and educational responsibilities was undermined by the Paraprofessional Pay Bill.

### **The Municipal Home Rule Law**

35. The Municipal Home Rule Law gives local governments—including the City—the power of self-government.

36. Specifically, and as relevant here, Section 10 of the Municipal Home Rule Law provides that “every local government shall have power to adopt and amend local laws not inconsistent with the provisions of the constitution or not inconsistent with any general law relating to its property, affairs or government.” Mun. Home Rule Law § 10(1)(i).

37. A “general law” is defined by the New York State Constitution as “[a] law which in terms and in effect applies alike to all counties, all counties other than those wholly included within a city, all cities, all towns or all villages.” N.Y. CONST. art. IX, § 3(d)(1).

38. Both the Taylor Law and the Education Law are general laws; the former applies to all public employers, and the latter applies to all public-school districts across the state. *See City of Utica v. Zumpano*, 91 N.Y.2d 964, 965 (N.Y. 1998).

39. Furthermore, under Section 11 of the Municipal Home Rule Law, a local legislative body is prohibited from adopting any local law that supersedes a state statute if the local law “[a]ppplies to or affects the maintenance, support or administration of the educational system in such local government, or a teachers’ pension or retirement system therein.” Mun. Home Rule Law § 11(1)(c).

### **The Paraprofessional Pay Bill**

40. On July 16, 2026, the Council unanimously passed Int. No. 692-A, “[a] Local Law in relation to workforce stabilization payments for school paraprofessionals, and providing for the repeal of such local law upon the expiration thereof.”

41. The text of the bill is publicly accessible at <https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=7927500&GUID=E6BADACD-DE03-4EDC-A5AD-EBBF530CBBB1>.

42. The bill would require the DOE to provide a “workforce stabilization payment,” totaling up to \$10,000.00, to each “eligible school paraprofessional” for work performed during the 2026–2027 school year. N.Y.C. Council Int. No. 692-A § 2(a) (2026).

43. A “workforce stabilization payment” is defined in the bill as “a non-pensionable payment of up to \$10,000 made to an eligible school paraprofessional in addition to any salary, wages, differentials, or other compensation otherwise payable.” *Id.*

44. The bill defines “eligible school paraprofessional” as “any school paraprofessional employed during the 2026–2027 school year,” and it defines “school paraprofessional,” in turn, as “any employee of the department in a title or position designated by the department as a paraprofessional or substitute paraprofessional title for purposes of the salary schedule applicable to school paraprofessionals, or designated by an employee’s applicable collective bargaining agreement as a paraprofessional or substitute paraprofessional title.” *Id.*

45. Workforce stabilization payments would be “prorated according to the number of days an eligible school paraprofessional was on payroll in the relevant payment period during the 2026–2027 school year.” *Id.* § 2(c).

46. Such workforce stabilization payments would be paid to eligible school paraprofessionals in four separate installments based on the work performed during each payment period, with the first such payment due no later than January 1, 2027, and the last by August 1, 2027. *See id.* § 2(b).

47. The DOE would not be required to make a workforce stabilization payment “to a school paraprofessional covered by a collective bargaining agreement that provides for an increase in the total annual compensation as owed to such school paraprofessional on the effective date of this local law that is equal to or greater than the amount of the workforce stabilization payment.” *Id.* § 4.

48. The bill would “take[] effect immediately” and would be repealed “upon the execution of a collective bargaining agreement or collective bargaining agreements that provide for an increase in the total annual compensation for all eligible school paraprofessionals equal to or greater than the amount of the workforce stabilization payments . . . .” *Id.* § 5.

49. According to the Council’s Fiscal Impact Statement for the Paraprofessional Pay Bill, prepared on July 10, 2026, and publicly accessible at <https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=7927500&GUID=E6BADACD-DE03-4EDC-A5AD-EBBF530CBBB1>, “[i]t is anticipated that there would be impact on the City’s expenditures of \$243.7 million in Fiscal 2027, reflecting the first three installments[,] and \$81.2 million in Fiscal 2028, reflecting the fourth installment, resulting from the enactment of this legislation, based on citywide payroll data for paraprofessionals during Fiscal 2025.”

50. That is an estimated total impact on the City’s expenditures of \$324.9 million, though, given the anticipated administrative and operational costs of implementation, Plaintiffs expect that the actual impact would be greater still.

51. Furthermore, the Council’s Committee Report for Proposed Int. No. 692-A, dated July 16, 2026, states that the Paraprofessional Pay Bill defines “school paraprofessional” to include “any DOE employee in a title or position designated by DOE as a paraprofessional,” which creates

ambiguity as to whether DOE employees other than school paraprofessionals, such as family workers and school aides, also qualify for workforce stabilization payments.

52. The Committee Report is publicly accessible at <https://legistar.council.nyc.gov/LegislationDetail.aspx?ID=7927500&GUID=E6BADACD-DE03-4EDC-A5AD-EBBF530CBBB1>.

53. Indeed, another union, District Council 37, AFSCME, AFL-CIO, has already taken the position that family workers employed by the DOE are entitled to workforce stabilization payments under the Paraprofessional Pay Bill.

**The Paraprofessional Pay Bill Is Preempted by the Collective Bargaining Provisions Set Forth in the Taylor Law**

54. The Paraprofessional Pay Bill would require the DOE to provide a “workforce stabilization payment,” totaling up to \$10,000.00, to each “eligible school paraprofessional” for work performed during the 2026–2027 school year. N.Y.C. Council Int. No. 692-A § 2(a).

55. Despite the label, these “stabilization” payments would function as stipends or salary bonuses and provide eligible school paraprofessionals with an additional form of compensation for the upcoming school year. *Id.*

56. As such, the workforce stabilization payments are an economic benefit with a nexus to the school paraprofessionals’ employment and, therefore, a term and condition of employment that is a mandatory subject of negotiation. *See Matter of State of N.Y. v. N.Y. State Pub. Emp’t Relations Bd.*, 39 N.Y.3d 157, 164 (N.Y. 2023).

57. Accordingly, the Taylor Law requires that workforce stabilization payments be the subject of bargaining and included in a collective bargaining agreement ratified by the chief executive officer of the paraprofessionals’ public employer and their employee organization. *See* Civ. Serv. Law §§ 204(2), 201(12).

58. As noted in paragraphs “20” and “21” above, the Education Law designates the Chancellor as the chief executive officer of the DOE. *See* Educ. Law § 2590-h.

59. The Education Law also designates the “city board,” also known as the Panel for Educational Policy (“PEP”), as the DOE’s legislative body. *Id.* §§ 2590-b, 2590-g.

60. The PEP is comprised of twenty-four voting members, including members appointed or selected by each borough president, by Community Education Councils in each borough, and by the Mayor, as well as two ex-officio, non-voting members: the Chancellor and the Comptroller of the City of New York.

61. The PEP is also, “for all purposes, . . . the government or public employer of all persons appointed or assigned by the city board or the community districts; provided, however, that the chancellor shall have the authority to appoint staff . . . .” *Id.* § 2590-g(2).

62. Accordingly, only the Chancellor, the PEP, and the Mayor have the authority under the Taylor Law to bargain for, negotiate, and enter into an agreement with the UFT—the certified bargaining representative of school paraprofessionals—regarding workforce stabilization payments; the Council does not have the authority to unilaterally grant school paraprofessionals this additional form of compensation.

63. In other words, regardless of how the Council labels them, the “stabilization” payments are a form of compensation that, under the Taylor Law, must be bargained collectively.

64. The Paraprofessional Pay Bill also circumvents the impasse dispute resolution procedures mandated by the Taylor Law and administered by the Public Employment Relations Board, which procedures consist of mediation, fact-finding, arbitration, and, as a last resort, legislative hearing. *See* Civ. Serv. Law § 209.

65. Using the Paraprofessional Pay Bill as a precedent, when bargaining fails to yield the results it desires, a public-employee union can now pursue local legislation, rather than following these statutorily mandated procedures.

66. Because the Paraprofessional Pay Bill attempts to legislatively regulate the salary and wages to be paid by the DOE to school paraprofessionals, the bill—and its unilateral change to a term and condition of employment outside of the collective bargaining process—are preempted by the Taylor Law, invalid, and unenforceable.

**The Paraprofessional Pay Bill Is Preempted for Usurping the Powers of the DOE under the Taylor Law and the Education Law**

67. The Paraprofessional Pay Bill is also preempted because it infringes on, usurps, and otherwise interferes with the statutory powers granted to the DOE under the Taylor Law and the Education Law, to wit: the exclusive authority of the DOE to negotiate and enter into agreements concerning the terms and conditions of school paraprofessionals' employment. *See* Educ. Law § 2590-h.

68. The Education Law designates the PEP as the body that “advise[s] the chancellor on matters of policy affecting the welfare of the city school district and its pupils,” with enumerated powers that include, “for all purposes, be[ing] the government or public employer of all persons appointed or assigned by the city board or the community districts.” *Id.* §§ 2590-g, 2590-g(2).

69. The Chancellor has the power and duty to establish the terms and conditions of school paraprofessionals' employment, subject to collective bargaining. *See, e.g., id.* § 2590-h (empowering the Chancellor to “[a]ppoint teacher-aides for the schools and programs under his or her jurisdiction within the budgetary allocation therefor”).

70. Under the Paraprofessional Pay Bill, the Council would unilaterally create and impose a term and condition of school paraprofessionals' employment by requiring the DOE to pay the workforce stabilization payments, which effectively operate as stipends or salary bonuses, to all eligible school paraprofessionals.

71. Because such enactment by the Council encroaches on the DOE's exclusive statutory power and authority to establish the terms and conditions of school paraprofessionals' employment, subject to collective bargaining, it is preempted by the Taylor Law, invalid, and unenforceable.

72. Furthermore, as noted in paragraph "39" above, the Municipal Home Rule Law prohibits local legislative bodies from passing local laws that "affect[] the maintenance, support or administration of the educational system . . . ." Mun. Home Rule Law § 11(1)(c).

73. Because employee compensation impacts the "maintenance, support or administration" of the DOE, *id.*, any attempt by the Council to regulate or increase that compensation via local law, such as the Paraprofessional Pay Bill, violates this explicit restriction in the Municipal Home Rule Law.

#### **As and for a First Cause of Action**

74. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs "1" through "73" above as if fully set forth herein.

75. The Paraprofessional Pay Bill requires the DOE to provide a "workforce stabilization payment," totaling up to \$10,000.00, to each "eligible school paraprofessional" for work performed during the 2026–2027 school year. N.Y.C. Council Int. No. 692-A § 2(a).

76. The bill violates the well-established Taylor Law principle that terms and conditions of employment, including, but not limited to, salaries and wages, are considered

mandatory subjects of bargaining which must be collectively negotiated in good faith by public employers and certified employee organizations. *See* Civ. Serv. Law §§ 201(4)(a), 203–204.

77. The bill circumvents that process and improperly provides for additional compensation for school paraprofessionals by legislative fiat.

78. Yet the compensation to be paid by the DOE to school paraprofessionals is a term and condition of employment that is a mandatory subject of negotiation. *See Matter of State of N.Y.*, 39 N.Y.3d at 164; *Aeneas McDonald Police Benevolent Ass’n v. City of Geneva*, 92 N.Y.2d 326, 331–32 (N.Y. 1998).

79. Therefore, and on the basis of such preemption, the Paraprofessional Pay Bill was beyond the authority of the Council to enact and is, therefore, invalid and unenforceable. *See Mayor of the City of N.Y. v. Council of the City of N.Y.*, 9 N.Y.3d 23, 28 (N.Y. 2007); *Doyle v. City of Troy*, 380 N.Y.S.2d 789, 790–91 (N.Y. App. Div. 3d Dep’t 1976).

#### **As and for a Second Cause of Action**

80. Plaintiffs repeat and reallege each and every allegation set forth in paragraphs “1” through “79” above as if fully set forth herein.

81. The Education Law, when considered in tandem with the Taylor Law, gives the DOE, acting through the Chancellor and the PEP, the power and exclusive authority to establish the terms and conditions of school paraprofessionals’ employment, subject to collective bargaining.

82. The Paraprofessional Pay Bill would unilaterally allow the Council to assert power and authority over the terms and conditions of employment of the DOE’s own employees.

83. As such, the bill is also preempted because it infringes on, usurps, and otherwise interferes with the DOE’s exclusive statutory powers.

84. Therefore, and on the basis of such preemption, the Paraprofessional Pay Bill was beyond the authority of the Council to enact and is, therefore, invalid and unenforceable.

**Prayer for Relief**

85. **WHEREFORE**, Plaintiffs respectfully pray for a judgment by this Court: (a) declaring and adjudging that Int. No. 692-A of 2026, “[a] Local Law in relation to workforce stabilization payments for school paraprofessionals, and providing for the repeal of such local law upon the expiration thereof,” is invalid and unlawful; (b) permanently enjoining the application and enforcement of Int. No. 692-A; and (c) for such other and further relief as the Court deems just and proper, together with the costs and disbursements of this action.

Dated: New York, New York  
August 19, 2026

Respectfully submitted,

**STEVEN BANKS**

Corporation Counsel of the City of New York

*Attorney for Plaintiffs*

100 Church Street, Room 2-104

New York, New York 10007

(212) 356-0839

zellis@law.nyc.gov

By: /s/

ZACHARY T. ELLIS

Assistant Corporation Counsel

To: Nwamaka G. Ejebe  
General Counsel  
Office of the General Counsel  
New York City Council  
250 Broadway, 15th Floor  
New York, New York 10007