

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Civil Case No.

-----X

In re: Lidia M. Orrego,

Petitioner and Friend of the Court,

v.

U.S. District Court for the Eastern

Docket Number:

District of New York.

Hon. Sanket J. Bulsara;

Hon. Magistrate Judge Anne Y. Shields,

Respondents.

----- X

DC 20-cv-3361 (SJB) AYS)

**EMERGENCY OR URGENT SECOND WRIT OF MANDAMUS TO PREVENT A
MISCARRIAGE OF JUSTICE
Under 28 U.S.C. § 1651(A) and FRAP 21**

JURISDICTIONAL STATEMENT

This Court has jurisdiction to issue a Writ of Mandamus under the All-Writs Act, 28 U.S.C. § 1651(a), authorizing Federal Courts of Appeals to issue extraordinary writs to compel lower courts to perform ministerial duties or correct clear abuses of discretion. *Cheney v. U.S. Dist. Court*, 542 U.S. 367, 380 (2004).

The writ is sought to compel the United States District Court for the Eastern District of New York to lift an unlawful blanket ban on all filings, which has denied Petitioner access to the Courts in violation of the **First and Fifth Amendments, Federal Rules of Civil Procedure 65(b) and 72**, and established Pro Se protections.

Because the District Court’s actions—including a Sua Sponte ban on filings without notice, hearing, or findings—are not subject to immediate appeal and effectively bar any further proceedings, no adequate alternative remedy exists. See *In re Martin-Trigona*, 737 F.2d 1254 (2d Cir. 1984). This Petition is therefore properly before this Court as an **extraordinary remedy** to correct a clear abuse of discretion, enforce compliance with the law, and prevent irreparable harm.

Federal question jurisdiction exists under 28 U.S.C. § 1331, as Petitioner’s claims involve federal constitutional violations, 42 U.S.C. § 1981, and NYSHR. The Court’s supervisory authority is further supported by *In re McCray*, No. 15-1887 (2d Cir. 2016), affirming oversight of lower court procedural errors, justifying mandamus to correct the filing ban’s irregularities.

ISSUES PRESENTED

Did the U.S. District Court for the Eastern District of New York act unfairly by issuing filing bans on its own on August 14 and September 16, 2025, in Case No. 20-cv-03361, blocking all filings until pending motions are resolved, ignoring motions like a recusal motion and Clerk emails about missing pages and scanner issues, and harming Petitioner’s rights, as detailed in Sections II and IV? See annexed Exhibits 9, 10, 11, 12, 13, 14, 15, 17.

I. INTRODUCTION

Petitioner Lidia M. Orrego, Petitioner, Lidia M. Orrego, Pro Se, seeks an emergency or urgent Second Writ of Mandamus to prevent a miscarriage of justice by compelling the U.S. District Court for the Eastern District of New York (EDNY) to vacate a “Sua sponte” order issued in violation of Federal Rule of Civil Procedure 65(b), as it lacked notice, an affidavit showing irreparable harm, and a party motion, and was entered without a hearing or findings on the record by District Judge Sanket J. Bulsara on or about August 14, 2025 and September 16, 2025, in Case No. 20-cv-03361 (*Orrego v. Knipfing et al.*).

The filing ban further violates the **First and Fifth Amendments** by effectively denying access to the courts. Compounding these violations, the District Court disregarded its obligation to construe Pro Se filings liberally, thereby undermining Due Process as detailed in Section IV, denying Petitioner access to justice.

The filing injunctions, detailed in Section II, indefinitely block all filings, exploiting Petitioner's Pro Se status.

This unlawful injunction blocks Petitioner's Revised Opposition to Summary Judgment pursuant to **Federal Rule of Civil Procedure 15(a)(2), which mandates that leave to amend should be "freely given when justice so requires"**, Motion to Strike prejudicial material, Letter Motion for Leave to File a Motion to Strike paragraphs 129–178 of Exhibit 15, which was based on FRCP 12(f) (to strike immaterial, scandalous, or insufficient matter), FRCP 37 (sanctions for fraud), and FRE 403 (to exclude unduly prejudicial evidence) and new complaints against parties aiding fraud. See annexed Exhibits 11, 12, 13, 14, 15.

The filing injunctions, detailed in Section II, indefinitely block all filings, exploiting Petitioner's Pro Se status. This petition supports and expands upon the relief sought in Petitioner's first writ of mandamus filed on July 16, 2025, in Case No. 2:20-cv-03361 (hereinafter "First Mandamus"). See annexed Exhibits 1, 5, 9, 10.

To date, the Clerk of Judge Brenna B. Mahoney has not responded, and the docket continues to omit critical documents that contradict the District Court's description of the motions underlying the injunctions, demonstrating that the orders are factually and procedurally flawed. Additionally, serious issues with the quality of scanned filings remain unresolved. Currently, the scanner is producing double-sided page scans instead of the required single-sided format, rendering many documents partially illegible. Numerous filings also appear skewed, blurry, or

improperly aligned, making them difficult to read or compare against the same documents filed with the appellate court, which are of significantly higher quality. These technical deficiencies have further impaired Petitioner's ability to effectively access, review, and respond to the record, compounding the procedural unfairness already present in this case. See annexed Exhibit 16.

II. STATEMENT OF FACTS

Petitioner's claims in *Orrego v. Knipfing et al.*, Case No. 20-cv-3361, arise from her employment as a nanny and housekeeper for Defendants Kevin Knipfing and Stephanieanna James-Knipfing from January 31, 2018, alleging retaliation and a hostile work environment under 42 U.S.C. § 1981 and NYSHRL. A Loft Legal Opinion, dated May 14, 2025, confirms the invalidity of a Non-Disclosure Agreement (NDA), entitling Petitioner to unpaid wages and benefits, and validates claims of retaliatory termination via a fraudulent letter from "Old Westbury LLC" dated November 27, 2018. See annexed Exhibits 2, 7, 8.

The letter, issued 25 days after Petitioner's November 2, 2018, complaint, violated New York Labor Law and COBRA (DE [8] Amended Complaint.

On August 14 and September 16, 2025, Judge Bulsara issued sua sponte TROs banning all filings "until the court resolves the pending motions," despite never answering a Pre-Conference motion and an ignored recusal motion pending since March 2025. See annexed Exhibits 1, 2, 10, 11, 12, 15.

These TROs, which labeled a new complaint against Full Shimmee Inc., Attorney General Letitia James, and Governor Kathy Hochul as "repetitive/frivolous" without analysis and deemed it missing, block two pre-TRO motions scheduled for October 3, 2025. See annexed Exhibits 10, 11.

This new complaint, addressing fraud in Workers' Compensation Board Case No. G-2584330 involves distinct defendants and is not repetitive. The TROs further obstruct Petitioner's access to medical care for workplace injuries, constituting a violation of NYSHRL and workers' compensation laws by preventing filings that could secure remedies. See annexed Exhibits 8, 9, 10, 11.

This new complaint, addressing fraud in the Workers' Compensation Board Case No. G-2584330 involves distinct defendants and is not repetitive. The TROs further obstruct Petitioner's access to medical care for workplace injuries, constituting a violation of NYSHRL and workers' compensation laws by preventing filings that could secure remedies. See annexed Exhibits 8, 10, 11.

Technical issues, including double-sided scans and 298 missing pages from DE [211], filed August 9, 2025, remain unresolved, with no response from Clerk Brenna B. Mahoney to emails dated September 16 and 18, 2025. See annexed Exhibits 14, 16, 17.

III. LEGAL BASIS FOR MANDAMUS

Under 28 U.S.C. § 1651 (All Writs Act) and Federal Rule of Appellate Procedure (FRAP) 21, a writ of mandamus is Granted in extraordinary circumstances where:

- (1) the Petitioner has a clear and indisputable right to relief;
- (2) the district judge has a clear duty to act;
- (3) no adequate alternative remedy exists; and
- (4) The Writ of Mandamus is necessary to prevent manifest injustice. See *In re City of New York*, 607 F.3d 923 (2d Cir. 2010).

This Second Petition builds on the First Mandamus to address the escalated filing ban. See annexed Exhibit 1,2.

IV. CLEAR RIGHT TO RELIEF AND JUDICIAL DUTY

The District Court's Sua Sponte filing bans on August 14 and September 16, 2025, violate Petitioner's clear and indisputable right to relief under 28 U.S.C. § 1651 and FRAP 21.

The bans, imposed without notice, a hearing, or a party motion, contravene FRCP 65(b), which mandates these procedural safeguards **for temporary restraining orders (TROs) and limits their duration to 14 days (FRCP 65(b)(2))**. No affidavit showing irreparable harm was provided, rendering the bans legally baseless. See annexed Exhibits 1, 2.

The Court ignored motions since March 2025, including a Pre-Conference motion and recusal motion (see Section II, Exhibits 1, 2).

These actions deny Petitioner access to the courts, violating the **FIRST AMENDMENT'S RIGHT TO PETITION AND THE FIFTH AMENDMENT'S DUE PROCESS CLAUSE**, as established in *Bounds v. Smith*, 430 U.S. 817 (1977), and *Christopher v. Harbury*, 536 U.S. 403 (2002).

As a Pro Se litigant, Petitioner is entitled to liberal construction of filings under *Haines v. Kerner*, 404 U.S. 519 (1972), yet the Court blocked filings without review, including a Revised Opposition to Summary Judgment (FRCP 15(a)(2)) and a Motion to Strike (FRCP 12(f)).

The District Court's failure to address DE [203] (filed July 2, 2025) and other motions since March 2025 further violates FRCP 72's requirement for hearings on pretrial motions. The Clerk's inaction on emails regarding DE [211]'s 298 missing pages compounds these violations, undermining judicial transparency and Petitioner's ability to respond to the record. See annexed Exhibits 1, 2, 6, 8, 9, 12, 15, 16, 17.

**V. UNLAWFUL INJUNCTION PREVENTING FILING
UNDER FED. R. CIV. P. 15(a)(2)**

The unlawful injunction issued by the District Court prevented me from filing a critical letter motion for leave to file revised opposition documents pursuant to Fed. R. Civ. P. 15(a)(2), which provides that leave to amend shall be freely given when justice so requires. See annexed Exhibit 12:

**Attached Exhibits: Revised September 15, 2025

(Superseding Exhibits Dated September 12, 2025)**

1. Petitioner's Counterstatement of Material Facts Pursuant to Local Civil Rule 56.1 in Opposition to Defendants' Motion for Summary Judgment

2. Petitioner's Counterstatement of Material Facts Pursuant to Local Civil Rule 56.1 in Opposition to Defendants' Motion for Summary Judgment

3. Memorandum of Law in Opposition to Defendants' Motion for Summary Judgment

On or about September 15, 2025, Petitioner submitted a revised opposition to Summary Judgment to correct and replace the erroneous versions previously filed on September 12, 2025. Petitioner formally requested leave to file these corrected documents via a letter motion addressed to H. Judge Bulsara, with a proposed order requested on or before September 22, 2025. This request was sent electronically and included the corrected materials.

The Loft Legal Opinion, as noted in Section II, confirms the NDA's invalidity, supporting Petitioner's Revised Opposition to Summary Judgment.

However, due to the injunction and refusal of opposing counsel to consent, the revised documents were never docketed, depriving me of the opportunity to correct the record despite the Petitioner's clear entitlement to seek relief under Rule 15(a)(2). This failure to docket was done in

bad faith and directly obstructed the Petitioner's ability to file a proper opposition supported by newly discovered evidence.

This procedural obstruction is confirmed by the Pro Se Office's letter dated September 18, 2025, referencing Petitioner's electronic submissions via the Pro Se Portal:

September 9, 2025, at 10:53 a.m.: 229 pages (Missing 228 pages)

September 15, 2025, at 10:23 p.m.: 4 pages (Refused for Docketing)

These submissions, which were never entered into the docket, are annexed as Exhibit 17. The failure to file Petitioner corrected opposition not only violates Rule 15(a)(2) but also constitutes a clear violation of due process and access to the courts, particularly in light of the Court's unilateral filing ban.

The following documents are part of the REVISED document to replace the incorrect Opposition Summary Judgment further supporting the necessity of the Second Writ of Mandamus:

* Dated September 14, 2022 – Cannon Cochran Management Services Inc. (CCMSI)

* DE [203] – Dated July 8, 2025 – EDNY 20cv3361 – Letter Motion to Vacate Orders – Fraud & Due Process Violations

* Dated June 20, 2021 – Affidavit signed by Mrs. Manuela Orrego – Uzcategui described the mistreatment of children by Zantua

* Dated July 7, 2025 – Demand Letter for Payment and Reopening of WCB Case No. G2584330 – Email

* Dated July 11, 2025 – Order by Judge Balsara re: New Evidence DE [198] (June 17, 2025) – Motion to Vacate (March 9, 2023) – Includes Loft Legal Opinion on Retaliatory NDA (May 14, 2025)

* DE [205] – Dated July 23, 2025 – IME Jason Hochfelder v. NYS WCB – AG James confirms IME fraud – Letter Motion to Vacate Orders Dated July 8, 2025, under FRCP 54(b)

* Dated August 5, 2025 – DE [207] – Letter Motion: Objection to Order Dated August 24, 2025 – Due Process Violation & Reaffirmation of Recusal Motions

* Dated September 23, 2024 – NYSCEF Do. [6] – Final Determination/Decision – Index 72335-2024 – Jason Hochfelder MD v. NYS Workers’ Compensation Board

* Dated August 11, 2025 – Letter from NYS Department of Labor – Case LM25006216 – Claim filed June 8, 2025

* Dated September 6, 2025 – Affirmation by Ximena Espinoza – Jason Hochfelder MD Falsifying Medical Reports – Email to Medical Directors (June 24, 2025) – OPMC Complaint #NY-23-04-2301A (April 21, 2025)

The documents listed above represent only a portion of the evidence supporting Petitioner request to file a revised Opposition to Defendants’ Summary Judgment.

Petitioner mistakenly filed an incorrect version and, pursuant to Fed. R. Civ. P. 15(a)(2)—which directs that leave to amend “be freely given when justice so requires”—Petitioner respectfully sought the District Court’s permission to submit the corrected documents dated September 15, 2025.

This request, made in Petitioner letter motion to Judge Bulsara (attached as Exhibit 1), followed Petitioner initial submission on September 12, 2025, and was sent again at 1:37 PM EDT with the proposed revisions.

Despite opposing counsel’s refusal to consent and the clear fact that the Injunction at DE [210] does not apply to this particular filing, Judge Bulsara denied my request to file the revised opposition documents.

This denial has effectively deprived me, as a Pro Se litigant, of my fundamental constitutional rights, including due process and meaningful access to the Court. By preventing the submission of corrected and crucial evidence, the Court has obstructed my ability to fairly present my case and challenge the defendants' motion for summary judgment. Such actions undermine the principles of justice and fairness that the legal system is meant to uphold, especially for parties representing themselves without counsel. Instead of resolving the case with compelling evidence of fraud, the District Court has perpetuated injustice by disregarding the Loft Legal Opinion, which affirms the invalidity of Petitioner's termination, and the evidence concealed by Defendants, including the interview and report of Rebeca Uzcategui dated November 21, 2018, which corroborates Petitioner's claims of severe abuse, racial discrimination, and retaliatory actions.

This report, suppressed by Defendants, leaves no doubt about the validity of Petitioner's remedies, including the calculated entitlement to economic damages (e.g. wages), non-economic damages (e.g. injuries), and punitive damages (e.g. outrageous behavior and fraud), and confirms a hostile work environment and ongoing retaliation persisting to the present due to discrimination. See annexed Exhibits 7, 8.

VI. UNLAWFUL INJUNCTION PREVENTING FILING OF MOTION TO STRIKE UNDER FRCP 12(F), FRCP 37, AND FRE 403

Petitioner submitted a Letter Motion to Judge Sanket J. Bulsara seeking leave to file a Motion to Strike paragraphs 129–178 of Defendants' Local Rule 56.1 Statement, pursuant to Fed. R. Civ. P. 12(f), Fed. R. Civ. P. 37, and Fed. R. Evid. 403. The request also invoked Local Rule 56.1, which limits summary judgment facts to those supported by admissible evidence. The paragraphs at issue are immaterial, scandalous, and based on fraudulent evidence originating from Workers' Compensation Board records unrelated to the claims under 42 U.S.C. § 1981 and the New York State Human Rights Law (NYSHRL).

This letter motion, submitted via the Pro Se Office and served through the ECF system, was supported by Exhibit 9, the January 21, 2025, Order issued by Hon. Maurice D. Williams in Index No. 72335/2024, which confirmed falsified IME reports and medical fraud by Dr. Jason Hochfelder, consistent with findings by New York Attorney General Letitia James. See annexed Exhibits 6, 9.

Despite the relevance of the motion to the pending Summary Judgment proceedings—and the fact that the injunction entered under DE [210] does not apply to summary judgment-related filings—this motion was not docketed. As a result, Petitioner was denied the opportunity to challenge materially false and prejudicial assertions, including fraudulent medical records being used to oppose Petitioner’s Civil Rights Claims. See annexed Exhibits 13, 14, 15.

Petitioner explicitly requested a ruling on or before September 22, 2025. However, no action was taken, and no explanation was provided. This amounts to an unlawful enforcement of the injunction against filings to which it does not apply, and further violates Petitioner’s due process rights and right of access to the courts.

VII. INJUSTICE AND ABUSE OF DISCRETION

The injustice is severe. **The indefinite injunctions exploit the Petitioner’s pro se status, as detailed in Section IV, thereby violating constitutional and procedural protections.** The filing bans issued on August 14 and September 16, 2025, cause severe injustice by exploiting Petitioner’s pro se status and violating rights detailed in Section IV. See annexed Exhibits 1, 2.

The District Court **failed to conduct any substantive analysis to substantiate its characterization of Petitioner’s motions as frivolous**, a prerequisite for imposing filing restrictions under cases like *Immerso v. U.S. Dep’t of Lab.*, No. 20-4064, 2022 WL 17333083, at

*2 (2d Cir. Nov. 30, 2022), and *George v. N.Y. State Division of Parole*, 685 F. App'x 30, 30 (2d Cir. 2017).

This omission, along with misapplying *Trivedi v. Gen. Elec. Co.* to label substantive filings as frivolous without review, denies Petitioner a fair chance to show the merit of her claims, including new evidence of fraud in DE [211] and the Loft Legal Opinion, as detailed in Section II. The bans also block Petitioner's Revised Summary Judgment Opposition and Motion to Strike, undermining fairness, as discussed in Sections V and VI. See annexed Exhibits 1, 2, 8, 9, 11, 15.

Judge Bulsara's decision to proceed with the case despite evidence of the defendants' fraud, as seen in *Mallek v. Allstate Indemnity Co.*, where similar bias concerns led to a Second Circuit reversal, raises concerns about fairness for pro se litigants like Petitioner.

The filing bans seem retaliatory, following Petitioner's request for a criminal investigation into Attorney General Letitia James for not addressing fraud in Workers' Compensation Board Case No. G-2584330, as detailed in Section II. These bans may suggest bias, given Senator Schumer's praise of Judge Bulsara and his ties to Attorney General James, which were supported by the Senate's confirmation of Bulsara on May 15, 2024, by a 51–42 vote after a 52–42 cloture vote and a 12–9 Judiciary Committee report. This pattern aligns with concerns raised by Senator John Kennedy during Bulsara's March 6, 2024, nomination hearing regarding the disregard of precedent in *J&J Sports Productions v. Ferus*. See annexed Exhibits 4, 5, 6, 7, 8, 9, 10.

Petitioner plans to appeal the filing bans to the Second Circuit through her pending First Writ of Mandamus (No. 25-1810) and this Second Urgent Writ of Mandamus and seeks Judge Bulsara's recusal to ensure fairness and address harm from untreated workplace injuries since 2018, as noted in Section II. The Clerk's inaction on DE [211]'s missing pages and scanner issues, as detailed in Section II, further obstructs justice and transparency. See Exhibits 1, 2, 14, 16, 17.

VIII. RELIEF REQUESTED

Petitioner, Pro Se, respectfully requests that this Court issue a writ of mandamus directing the U.S. District Court for the Eastern District of New York to:

- Immediately lift the blanket filing ban imposed on Petitioner in Case No. 20-cv-03361, and restore full access to the Court's electronic and physical filing systems.
- Permit the filing and adjudication of:
 - a. Petitioner's Revised Summary Judgment Opposition under FRCP 15(a)(2);
 - b. Petitioner's Motion to Strike paragraphs 129–178 of Exhibit 2 under FRCP 12(f), FRCP 37, FRE 403, and Local Rule 56.1;
 - c. Any other pending or future motions or filings necessary to protect Petitioner's rights and develop the record, including evidence of fraud;
- Allow the filing of a new complaint involving newly identified parties alleged to have aided or perpetuated fraud, distinct from the current Defendants;
- Order the District Court to correct and complete the docket, ensuring all filings, orders, and pages are present and accurately reflect the proceedings;
- Remind the District Court of its duty to provide notice, hold hearings as required by FRCP 65(b) and 72, and afford Pro Se litigants the full protections under law, including liberal construction of filings and meaningful access to the courts;
- Grant any other relief the Court deems just and proper to prevent irreparable harm and ensure the rule of law is upheld.

Respectfully submitted,

Dated: September 23, 2025
Rego Park, New York



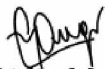
Lidia M. Orrego
Pro Se Petitioner/Plaintiff
95-08 Queens Blvd Apt. 3E
Rego Park, NY 11374
Phone: (347) 453-2234
Email: orregoprose@gmail.com

Attachments:

- **Certificate of Service**
- **Appendix:** Table of Exhibits 1–17 (pp. 1a–250a).

Word Count Certification

I, Lidia M. Orrego, certify that this Petition for Writ of Mandamus, including all sections, arguments, and exhibits, contains 3784 words, excluding the caption, table of contents, table of authorities, and signature block, in compliance with Federal Rule of Appellate Procedure 21 and Local Rules of the United States Court of Appeals for the Second Circuit. This count was determined using Microsoft Word and includes all substantive text submitted with this petition.



/s/ Lidia M. Orrego
Lidia M. Orrego
Pro Se Petitioner

APPENDIX TABLE OF EXHIBITS

Exhibit Number	Description	Date	Docket/Document Reference	Pages
Exhibit 1	Order Granting Injunction	08/14/2025	DE [210], Case No. 20-cv-3361	1a–4a
Exhibit 2	Email: Order on Motion for Leave – Injunction	09/16/2025	Email, Case No. 20-cv-3361	5a–6a
Exhibit 3	Decision by Judge Gary R. Brown	09/30/2021	DE [30], Case No. 20-cv-3361	7a–24a
Exhibit 4	Court of Appeals Decision – Mallek v. Allstate	05/18/2023	Appeals Second Circuit	25a–32a
Exhibit 5	Senator Schumer’s Remarks on Judge Bulsara	03/06/2024	Hearing/Record Online	33a–43a
Exhibit 6	Docket Orders	07/01/2025 – 09/22/2025	Case No. 20-cv-3361	44a–48a
Exhibit 7	Rebeca Uzcategui Investigation Report	11/21/2018	DE [73] (Investigation Report) Case No. 20-cv-3361	49a–53a
Exhibit 8	Order on Motion to Vacate, Including Loft Legal Opinion	07/11/2025	DE [198], Case No. 20-cv-3361	54a–62a
Exhibit 9	Letter Motion: IME Fraud Confirmation	07/23/2025	DE [205], Case No. 20-cv-3361	63a–104a
Exhibit 10	Letter Motion: Leave to File New Proceedings	09/08/2025	DE [211], Case No. 20-cv-3361	105a–106a
Exhibit 11	New Complaint – Orrego v. Full Shimme Inc. et al.	09/08/2025	N/A (Undocketed)	107a–126a
Exhibit 12	Letter Motion: Leave to File Revised Opposition	09/15/2025	N/A (Undocketed)	127a–217a
Exhibit 13	Follow-Up Letter Motion: Revised Opposition	09/15/2025	N/A (Undocketed)	218a–222a
Exhibit 14	Email: Clarification on DE [211] Filing	09/16/2025	Email, Case No. 20-cv-3361	223a–224a
Exhibit 15	Letter Motion: Leave to File Motion to Strike	09/15/2025	N/A (Undocketed)	225a–246a
Exhibit 16	Email: Scanner Document Quality Issues	09/18/2025	Email, Case No. 20-cv-3361	247a–248a
Exhibit 17	Letter from Pro Se Office	09/18/2025	N/A (Pro Se Office Correspondence)	249a–250a

EXHIBIT 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
LIDIA M. ORREGO,

Plaintiff,

v.

KEVIN KNIPFING, et al.,

Defendants.

-----X

BULSARA, United States District Judge:

Pro se Plaintiff Lidia M. Orrego filed a 600+ page “emergency motion” on August 5, 2025, seeking to vacate the Court’s Order dated July 24, 2025 (Dkt. No. 207), which denied her prior motion to vacate, and called for recusal of the undersigned and Judge Shields. Plaintiff’s prior motion to vacate, filed on July 23, 2025, similarly sought recusal and reconsideration of a prior Court Order, one dated July 8, 2025, which denied six of Plaintiff’s motions, all of which sought to relitigate issues already decided in the case. In that July 8 Order, the Court warned Plaintiff that, should she “continue to file motions for reconsideration (or motions in the guise of reconsideration motions) the Court may unfortunately have to prohibit and suspend her . . . filing privileges.” (*Id.* (citing *Trivedi v. Gen. Elec. Co.*, No 23-254, 2024 WL 3286663, at *2 (2d Cir. July 3, 2024) (“[I]f [Plaintiff] continues to abuse the judicial process by the instigation of frivolous appeals, an injunction will issue directing the Clerk of this Court to refuse to accept for filing any submissions from her, unless she has first obtained leave of the Court to file such papers.”) (cleaned up))). The Court again warned Plaintiff on July 11, 2025, that “[t]o reconsider decisions already made, as previously noted, requires the

Court to move backwards, and prevents the case from moving forward” and instructed Plaintiff to present her arguments and evidence through the summary judgment briefing already taking place. Despite these warnings, Plaintiff’s most recent motion (Dkt. No. 207) again seeks reconsideration of prior decisions. And as with her prior such requests, the motion has no merit, and is therefore denied.

Plaintiff has abused her ability to file papers with the Court, by wasting time filing repetitive motions on issues that have previously been denied. The motions seek to relitigate issues already decided, seek reconsideration well after the time to do so has passed, and/or raise issues that can only be resolved by the Court of Appeals following a decision on the merits. As the Court previously warned on July 8, 2025, and July 11, 2025, the Court has no choice but to “prohibit and suspend her . . . filing privileges.” Accordingly, Plaintiff may not make any further filings in this case or initiate new proceedings in the Eastern District of New York without first obtaining leave of the Court. Leave may only be sought in a letter no longer than 100 words that describes the motion Plaintiff intends to file. A second request may not be filed while a prior request is pending. The Clerk is directed to disregard and not accept any other filing from Plaintiff and any filing that violates the terms of this Order. See *Immerso v. U.S. Dep’t of Lab.*, No. 20-4064, 2022 WL 17333083, at *2 (2d Cir. Nov. 30, 2022) (“The court correctly found that [Plaintiffs] acted in bad faith in making numerous frivolous motions and in making egregious and slanderous accusations The filing requirements were an appropriate sanction in this circumstance.”); *George v. N.Y. State Division of Parole*, 685 F. App’x 30, 30 (2d Cir. 2017)

(“A district court may, in its discretion, impose a filing injunction if confronted with extraordinary circumstances, such as a demonstrated history of frivolous and vexatious litigation.” (quotations and citation omitted)).

This injunction does not apply to the summary judgment briefing currently in place. Plaintiff may file her briefs and evidence in connection with that motion in accordance with the parties’ briefing schedule, and without seeking additional permission from the Court.

SO ORDERED.

/s/ Sanket J. Bulsara
SANKET J. BULSARA
United States District Judge

Dated: August 14, 2025
Central Islip, New York

EXHIBIT 2



Lidia Orrego <liorrego@gmail.com>

Activity in Case 2:20-cv-03361-SJB-AYS Orrego v. Knipfing et al Order on Motion for Leave to File

1 message

ecf_bounces@nyed.uscourts.gov <ecf_bounces@nyed.uscourts.gov>

Tue, Sep 16, 2025 at 6:48 PM

To: nobody@nyed.uscourts.gov

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mailbox is unattended.

*****Additional Security Enhancements Coming Soon*** For information visit PACER website**

<https://pacer.uscourts.gov/announcements/2025/06/27/additional-security-enhancements-coming-soon>

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U.S. District Court

Eastern District of New York

Notice of Electronic Filing

The following transaction was entered on 9/16/2025 at 6:48 PM EDT and filed on 9/16/2025

Case Name: Orrego v. Knipfing et al

Case Number: [2:20-cv-03361-SJB-AYS](#)

Filer:

Document Number: No document attached

Docket Text:

ORDER: Plaintiff Orrego has now filed multiple applications seeking leave to file additional motions and/or open new cases. Though the cover letters for these motions comply with the Court's admonition that leave be sought in a short letter with a word limit, the motions attach hundreds, if not thousands of pages of material, which not only violate the filing injunction, but are unnecessarily duplicative material.

The Clerk's Office is directed to return all of this material via first-class mail to Plaintiff. The motions seeking leave, in this case at Dkt. No. [211], are denied. Plaintiff is prohibited from making any further filings on this docket, or using the portal available to pro se litigants, absent further order of this Court (no leave may be sought). The Clerk's Office is directed to terminate Plaintiff Orrego's access to the pro se portal, to reject and promptly return to Plaintiff any motion or document submitted by her, and not to file any submission on ECF or retain custody of such material.

Plaintiff is reminded that her filing of this unnecessary material has simply impeded, delayed, and obstructed the Court's ability to resolve the merits of the case, and its ability to move this case forward, to trial (if appropriate). The Court will lift this filing injunction following resolution of the pending motions in all of her cases, in order to give her an opportunity to object, appeal, or reconsider any decision, or to make any post-decision filings attendant to trial, should the Court determine that the case should proceed to trial or further discovery. But until the Court renders such decisions, the filing injunction imposed by this order will remain in place. So Ordered by Judge Sanket J. Bulsara on 9/16/2025. (RB)

EXHIBIT 3

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

-----X

LIDIA M. ORREGO,

Plaintiff,

-against-

KEVIN KNIPFING, *Employer, also known as Kevin James*; STEPHANIEANNA JAMES-KNIPFING, *Employer, also known as Steffiana de la Cruz*; OLD WESTBURY EDDIE LLC, *Company/Payroll owner Kevin Knipfing*; OLD WESTBURY LLC, *Unknown Entity under registration in NY State*; STEVE SAVITSKY, *Business Manager, Old Westbury LLC*; and TERESA A. ZANTUA,

Defendants.

**MEMORANDUM &
ORDER**

CV 20-3361 (GRB)(AKT)

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GARY R. BROWN, United States District Judge:

Pro se plaintiff Lidia M. Orrego (“plaintiff”) brings this case against her former employers, Kevin Knipfing, Stephanieanna James-Knipfing, and two LLCs operated by the Knipfings, Old Westbury Eddie LLC and Old Westbury LLC; the business manager of the Westbury LLCs, Steve Savitsky; and her former supervisor (and Ms. Knipfing’s sister), Teresa Zantua (collectively, “defendants”). Before the Court is defendants’ motion to dismiss. For the reasons set forth below, defendants’ motion is GRANTED as to plaintiff’s claims under the NYCHRL, the New York Labor Law, the New York Penal Law, and plaintiff’s claims for discrimination under 42 U.S.C. § 1981 and the NYSHRL; additionally, defendants’ motion is GRANTED as to plaintiff’s retaliation claims against Savitsky and Zantua and plaintiff’s hostile work environment claims against Savitsky. Otherwise, defendants’ motion is DENIED.

I. Factual and Procedural History

As set forth in plaintiff’s amended complaint (the “Complaint”), the allegations of which are accepted as true for the purposes of this motion, plaintiff began working for the Knipfings as a nanny (and, later on, as a housekeeper) on January 31, 2018. Complaint, Docket Entry (“DE”) 8, at 19. Plaintiff worked in the Knipfings’ home, allegedly located in Nassau County. *Id.* at 3, 19. During this time, Ms. Zantua supervised plaintiff and five other employees who worked in the Knipfings’ home. *Id.* at 19. At the outset of her employment, plaintiff was given an employment agreement and nondisclosure agreement (NDA) – in English, despite Spanish being her primary language; according to plaintiff, the NDA was missing most of the constituent pages (plaintiff apparently signed these documents on February 15, 2018). *Id.* Critically for purposes of the present motion, under the NDA, plaintiff agreed not to “publish, disseminate, discuss, disclose . . . or cause or induce to be disclosed” any confidential information, including “photographs, films, videotapes, sound recordings, [or] audio tracks” of anyone in the Knipfing family or any employees of the Knipfings. *Id.* at 90-91. The various employment-related documents provided to plaintiff identify different employers: plaintiff’s employer is variously identified as the Knipfings, Old Westbury Eddie LLC or Old Westbury LLC. *See, e.g.*, Complaint, DE 8, at 19, 49, 80, 88, 98-102. In any case, plaintiff completed her background check and signed these documents on February 15, 2018. *Id.* at 19.

Plaintiff alleges that she was repeatedly harassed by Zantua for being Hispanic and/or of Paraguayan descent. For example, plaintiff alleges that Zantua often ordered plaintiff not to speak Spanish in front of the Knipfing children, complained about the Knipfings “hir[ing] nannies who only speak Spanish,” and wondered aloud why “Mexicans work for American families who speak only English.” *Id.* at 20, 23, 24, 25, 27, 31. Zantua also made pejorative comments about

plaintiff's race; for example, at a birthday party for a family friend's son, after Zantua "ordered [plaintiff] to take pictures and videos," a child stepped on plaintiff's hand and injured plaintiff; in response, Zantua commented that plaintiff's "bones [were] useless" because "[y]ou Mexicans eat a lot of corn." *Id.* at 21. On occasions where Zantua perceived that she had been slighted by plaintiff, or that plaintiff had fallen short in her responsibilities, Zantua defaulted to insulting plaintiff "because of her race," including by calling her a "stupid Paraguayan." *Id.* at 25-26, 27. Zantua informed plaintiff that she and Skylar Testa, the house manager, "always made fun of the Plaintiff" because of her accent – an activity the Knipfing children also participated in. *Id.* at 25. Even when not directed specifically at plaintiff, Zantua often made pejorative remarks about Latinos, on one occasion ordering plaintiff to pay the "Mexicans" who cleaned her car at a carwash because the "Mexicans" were disgusting to her," and on another informing plaintiff that "she would never apologize to 'a Mexican.'" *Id.* at 21, 24. Other employees were also subjected to Zantua's race-based harassment. *See id.* at 29. By April 4, 2020, plaintiff began to write a diary documenting these events. *Id.* at 20. Plaintiff alleges that, by August 15, she "had already reported on several occasions of the discriminatory treatment and abuse received from" Zantua. *Id.* at 22. On this date, she "was offered the permanent position of Housekeeper" – apparently a demotion, instigated both by plaintiff's reporting and "because she was Hispanic." *Id.*

Plaintiff also presents certain allegations about Ms. Knipfing's conduct, starting in August 2018. For example, plaintiff alleges that on August 10, she was ignored by Ms. Knipfing when she went to help for a concert; when the event coordinator arrived at some point later, Ms. Knipfing introduced her co-workers, but not plaintiff. *Id.* at 22. Similarly, on August 15, Ms. Knipfing accused plaintiff (via another nanny, a Ms. Uzcategui) of some misstep that apparently was not plaintiff's fault; when plaintiff went to ask about the issue a few days later, Ms. Knipfing asked

plaintiff to leave the room even though “everyone else [was] walk[ing] in and out of” the room. *Id.* Later, toward the end of October, Ms. Knipfing confronted plaintiff when she was sitting down for lunch, asking her “why she was sitting” – a challenge Ms. Knipfing apparently never made to plaintiff’s co-workers. *Id.* at 32. The next day, Ms. Knipfing issued an order prohibiting plaintiff “from texting her co-workers” and “withdrew [plaintiff’s] access to money for expenses”; Ms. Knipfing also excluded plaintiff from attending the “All Saints Parade” on November 1, 2018 – restrictions that applied only to plaintiff. *Id.* at 32. In sum, plaintiff alleges that she was subject to disparate treatment at the hands of Ms. Knipfing.

However, in contrast to the allegations against Ms. Zantua, plaintiff offers little to suggest this treatment emanated from animosity toward Latinos. But on October 2, Ms. Knipfing learned of an incident where Zantua harassed plaintiff, and “started blaming [plaintiff] and making malicious remarks with her co-workers in Plaintiff’s absence” (*id.* at 26).¹ Plaintiff also alleges more generally that Ms. Knipfing “always encourag[ed] this discrimination” and “also harass[ed] the Plaintiff in front of the other workers.” *Id.* at 26. Claims of discriminatory animus on the part of Ms. Knipfing are alleged only in the most general fashion.

Plaintiff also alleges that she was subject to physical assault, specifically by one of the Knipfings’ children (and, on one occasion, their friends). For example, on June 4, 2018, at a birthday celebration held for the son of a family friend, a child “stepping on the Plaintiff’s right hand several time[s] and stood on it injuring her wrist.” *Id.* at 21. Another time, on October 23, plaintiff was assaulted in the kitchen, ostensibly by the Knipfings’ son. *Id.* at 31. Plaintiff claims

¹ Plaintiff further alleges that, in response to plaintiff requesting a sick day to visit a doctor on November 2, Ms. Knipfing “attack[ed] the Plaintiff and sabotage[ed] her work or career with unfair treatment, unjustified negative evaluations, humiliating and degrading her, using insensitive terms, continuing with discrimination and harassment.” Complaint, DE 8, at 34. However, the text messages that plaintiff refers to in support of this claim indicate that Ms. Knipfing’s response was, in fact, fairly mundane, arguably even sympathetic. *See id.* at 129-30.

that she “was the victim of several physical assaults (kick or punch her back, hand, neck, shoulders)” by the child – acts that she claims were instigated by Zantua through “her hate speech against Mexicans.” *Id.* at 31-32. Plaintiff also alleges that she developed pain in her back and neck “as a result of the work,” for example, “work[ing] with the Chef . . . carrying items that were heavy in weight” and “without taking a break,” as well from as the aforementioned assaults. *Id.* at 21, 33. These events led plaintiff to seek medical help for her back and neck pain as well as for the stress “resulting from an environment of discrimination and abuse.” *Id.* at 21. Plaintiff first went to a doctor on June 3, where the doctor referred her to physical therapy and prescribed pain killers. *Id.* She saw two other doctors on November 1 and 2, who took an X-ray and apparently diagnosed plaintiff with tachycardia. *Id.* at 34.

Plaintiff further alleges that on November 2, she submitted to Testa and Ms. Knipfing a complaint via email that she and Ms. Uzcategui had drafted, which set forth all of their allegations about “direct and indirect race discrimination, physical abuse/assault, verbal abuse, hostile work environment[, and] harassment . . . for being Hispanic,” including complaints about Zantua’s behavior. *Id.* at 34, 46. When plaintiff returned from her days off visiting the doctors, she was greeted by Mr. Knipfing, who apparently “admit[ted] that he knew about all the problems between” Zantua and Uzcategui, and “thanked the Plaintiff for letting him know of all the problems” they had in the house; however, he apparently “was unaware that it involved the Plaintiff.” *Id.* at 35. Mr. Knipfing then informed plaintiff that “an investigation would be opened” and promised to call her about the results of the investigation, then asked her to “give him [her] evidence to do the Investigation.” *Id.* Plaintiff alleges that Mr. Knipfing additionally “intimidate[d]” her by saying that “nobody should know anything about her complaint”; plaintiff interpreted this to suggest that he was “obviously concerned that it would become public.” *Id.* At

the conclusion of this conversation, Mr. Knipfing “suspended her from going to work until [the] investigation was completed” – apparently, plaintiff was the only employee subject to a suspension, “even though other co-workers were involved in the complaint.” *Id.* Plaintiff further claims that Testa and Mr. Knipfing “mocked [her] for being Hispanic,” but without any further detail. *Id.*

Two days later, on November 8, plaintiff sent Mr. Knipfing “all the evidence that support[ed] her complaint.” *Id.* at 36. A few days later, Testa texted plaintiff directing her “to meet with Investigators in a Starbucks Coffee location in Rego Park.” *Id.* The next day, plaintiff met with the two investigators, but claims that she “was not physically or emotionally well” at the time “especially for the way she was treated” by Ms. Knipfing “after receiving her complaint.” *Id.* at 36-37. The investigators also asked if she ever saw the complaint that Uzcategui wrote, or her notes or videos; plaintiff answered that she “never saw any of that evidence,” but that Uzcategui had “told her about it all the time.” *Id.* at 37. The investigators then asked “if she would continue working with” Ms. Uzcategui, which ultimately led plaintiff to believe that the investigators “avoided talk about and discrimination and abuse [and] focused more on the issues between her and” Uzcategui. *Id.* Thus, plaintiff claims that the Knipfings used the investigators “to cover the complaint of discrimination and physical assault and other[] abuses in addition to intimidating the Plaintiff.” *Id.*

On November 14, Testa messaged plaintiff requesting her diary; she emailed Mr. Knipfing over the next two days the evidence she had on hand “with Pictures, Videos, Voice Messages, Diary with dates and times [documenting] all acts of discrimination and abuses.” *Id.* at 37. While the investigation was in progress, on November 24, Ms. Knipfing texted plaintiff a photo of a priest or minister overlaid with the message, “Inasmuch as you pray with all your soul for the one who

has slandered you so much will God reveal the truth to them who have believed the slander.” *Id.* at 38. Plaintiff took this to mean that Ms. Knipfing was accusing plaintiff of slander. *Id.* Plaintiff ultimately received a termination letter on November 27 from Old Westbury LLC; the letter was signed by Steve Savitsky,² who identified himself as the business manager of Old Westbury LLC.³ *Id.* at 38, 49. The letter sets forth the following grounds for her termination: (a) “Breach of [plaintiff’s] Non-Disclosure Agreement” including by recording a conversation with Uzcategui in public and taking “recordings and photographs” of the Knipfings’ home; plaintiff’s “statement that [she was] unwilling to continue working with” Uzcategui; and “[their] conclusion that [she] made statements in [her] complaint that [she] know[s] to be false.” *Id.* at 49. The letter also notified plaintiff that she had health insurance through United Healthcare that would be terminated on November 30, and that she was eligible for COBRA benefits. *Id.*

Plaintiff contests the grounds set forth in the termination letter, claiming that she “never received . . . any written warnings or performance reviews related to the content of the Termination Letter.” *Id.* at 38. Plaintiff specifically contests that she violated the NDA, observing that (a) the recording she made of her and Uzcategui’s conversation “was not shared with a third party or disclosed,” and (b) Uzcategui did not seem subject to the same punishment, despite the fact that she “disclosed information . . . about the Knipfing[] Family in a public place and in the presence of a third party[.]” *Id.* Plaintiff also claims that the photographs referred to are “the photographs of the candies” sent to Mr. Knipfing on November 15 “that prove the abuse against” one of the

² Plaintiff claims that, by sending this letter, Savitsky “actively participated in retaliation and discrimination” against her. Complaint, DE 8, at 38.

³ Plaintiff therefore claims that this letter was “illegal because it came from an unknown entity who was not the Plaintiff’s employer.” Complaint, DE 8, at 41. To be sure, as noted above, the Knipfings identified a number of different persons as plaintiff’s employer. Nevertheless, plaintiff concedes that she was terminated by the Knipfings on this date, claiming that Mr. Knipfing “gave the order to Steve Savitsky . . . to manufacture the Termination Letter dated November 27, 2018 under the name of the unknown Entity Westbury LLC.” *Id.* at 38.

children,⁴ but reiterates (as noted above) that other employees also took photographs inside the house (and, apparently, occasionally published those photographs on social media). *Id.* at 39-40, 42. As for the claim that plaintiff was unwilling to work with Uzcategui, plaintiff asserts that the investigators criticized Uzcategui, such that it was unreasonable for them to ask if plaintiff would continue working with her. *Id.* at 40. Finally, plaintiff claims that “according to all the evidence” she had presented, everything in her complaint was true. *Id.*

Following her termination, plaintiff claims that that the Knipfings and Savitsky “discriminated and retaliated against” her by “immediately canceling her medical plan” and denying her COBRA benefits. *Id.* at 41. Plaintiff further alleges that on November 29, two days after her termination, her “Health Insurance [carrier] confirmed that [her former] employers didn’t submit the application for COBRA,” such that plaintiff could not “be covered by insurance.” *Id.* Additionally, the Knipfings “refused to provide reference[s]” for plaintiff to get another job. *Id.* Plaintiff then raises allegations about certain post-termination events that are not relevant here.

Plaintiff filed this action on July 23, 2020, asserting claims for discrimination, retaliation, and hostile work environment under 42 U.S.C. § 1981, the New York State Human Rights Law (“NYSHRL”), and the New York City Human Rights Law (“NYCHRL”); plaintiff also brings claims under New York Labor Law § 195(6), and sections 170 and 210 of the New York Penal Law. Following the submission of a pre-motion letter in anticipation of a motion to dismiss filed by all defendants to this action, the undersigned set forth a briefing schedule for the anticipated motion. *See* Electronic Order of September 22, 2020. The fully briefed motion was filed on December 11, 2020. This opinion follows.

⁴ In essence, plaintiff alleges that Uzcategui was over-feeding one of the children candy on a regular basis in order to placate the child.

II. Discussion

It has been well established that “[a] document filed *pro se* is ‘to be liberally construed,’ and ‘a *pro se* complaint, however inartfully pleaded, must be held to less stringent standards than formal pleadings drafted by lawyers.’” *Erickson v. Pardus*, 551 U.S. 89, 94 (2007) (citations omitted). Nevertheless, many of plaintiff’s claims may be dismissed in short order. First, as to plaintiff’s NYCHRL claim, “[t]o state a claim under the NYCHRL, plaintiff must allege that the defendant discriminated against her ‘within the boundaries of New York City.’” *Robles v. Cox & Co.*, 841 F. Supp. 2d 615, 623 (E.D.N.Y. 2012) (quoting *Shah v. Wilco Sys., Inc.*, 27 A.D.3d 169, 175 (N.Y. App. Div. 1st Dep’t 2005)). Nearly all of the activities set forth above that are relevant to a NYCHRL claim are alleged to have occurred in the Knipfings’ household, which, as asserted in the complaint, is located outside of New York City. While plaintiff does allege that Zantua harassed plaintiff during a trip to the NYC Children’s Museum, DE 8 at 26, “[t]he fact that certain acts leading to discrimination may occur in New York City will not necessarily give rise to a claim under the City HRL. *Salvatore v. KLM Royal Dutch Airlines*, No. 98 CIV. 2450 (LAP), 1999 WL 796172, at *16 (S.D.N.Y. Sept. 30, 1999). It is undisputed that the “impact of the offensive conduct” – the lion’s share (indeed, all but one incident) of the harassment, as well as the suspension of plaintiff’s employment privileges, her alleged demotion, and her ultimate termination – all occurred outside of New York City. *See Robles*, 841 F. Supp. 2d at 62. Accordingly, the NYCHRL claim must be dismissed.

Second, as to plaintiff’s New York Labor Law claim, § 195(6) holds that “[e]very employer shall . . . notify any employee terminated from employment, in writing, of the exact date of such termination as well as the exact date of cancellation of employee benefits connected with such termination. In no case shall notice of such termination be provided more than five working days

after the date of such termination.” Plaintiff affirmatively alleges that she was provided such notice by defendants and attached her termination letter which clearly establishes that defendants met this requirement. Although plaintiff contests that this notice was insufficient as § 195(6) also requires the letter to include the “name of [the] employer” – which, as noted above, plaintiff contests - § 195(6) does not, in fact, contain such a requirement. Accordingly, plaintiff’s New York Labor Law claim must also be dismissed.

Finally, plaintiff’s claims under the New York Penal Law (for forgery and perjury) fail, as “forgery[] and perjury . . . are crimes and therefore do not give rise to civil causes of action.” *Luckett v. Bure*, 290 F.3d 493, 497 (2d Cir. 2002). Furthermore, plaintiff asserts in her opposition brief that the complaint “requested no relief in connection with” these claims. DE 22-5 at 26. For both reasons, then, plaintiff’s claims under the New York Penal Law are dismissed.

Plaintiff’s claims under 42 U.S.C. § 1981 and the NYSHRL merit closer examination. First, as to plaintiff’s discrimination claims, “Section 1981[] and NYSHRL discrimination claims [are analyzed] under the same burden shifting framework as first set forth by the Supreme Court in *McDonnell Douglas Corp. v. Green*.” *McGill v. Univ. of Rochester*, 600 F. App’x 789, 790 (2d Cir. 2015). As the Second Circuit noted in *McGill*:

Under the *McDonnell Douglas* framework, a “plaintiff bears the initial burden of establishing a prima facie case of discrimination.” To establish a prima facie case of discriminatory discharge, “a plaintiff must show that (1)[s]he is a member of a protected class; (2)[s]he was qualified for the position [s]he held; (3)[s]he suffered an adverse employment action; and (4) the adverse action took place under circumstances giving rise to the inference of discrimination.”

Id. at 790–91 (citations omitted). Defendants limit their arguments to the fourth element, as there can be little dispute that plaintiff’s allegations meet the first three. First, defendants cite the well-established principle that “[w]hen the same actor hires a person already within the protected class, and then later fires that same person, ‘it is difficult to impute to her an invidious motivation that

would be inconsistent with the decision to hire.” *Carlton v. Mystic Transp., Inc.*, 202 F.3d 129, 137 (2d Cir. 2000) (citation omitted). Likewise, “where the termination occurs within a relatively short time after the hiring there is a strong inference that discrimination was not a motivating factor in the employment decision.” *Id.* at 137-38 (collecting cases finding that this inference applies where the time between hiring and firing was under two years). There can be little dispute that the Knipfings were the ones to both hire and fire plaintiff, and that they did both in a period of under a year. Second, defendants contend that plaintiff “has failed to offer *any* non-conclusory facts or evidence demonstrating that the Knipfings . . . harbored any discriminatory animus against her because of her race or national origin.” DE 22-3 at 18. The allegations set forth in the complaint do not establish any overt acts of discrimination by the *Knipfings*. “[A]bsent direct evidence of discrimination,” then, plaintiff must allege “at least minimal support for the proposition that the employer was motivated by discriminatory intent.” *Littlejohn v. City of New York*, 795 F.3d 297, 311 (2d Cir. 2015). Plaintiff fails to meet even this lesser burden: though she alleges disparate treatment at the hands of Ms. Knipfing, any allegations that such treatment was “motivated by discriminatory intent” are, at best, conclusory. Any allegations about Mr. Knipfing’s discriminatory motives, to the extent they even exist, are even sparser. Otherwise, the same conclusion appears to apply to the corporate defendants, and plaintiff fails to allege that any other defendant instituted an “adverse employment action” (e.g., demotion, suspension, or termination) against her.⁵ Accordingly, plaintiff’s discrimination claims must be dismissed.⁶

⁵ “Examples of materially adverse employment actions include termination of employment, a demotion evidenced by a decrease in wage or salary, a less distinguished title, a material loss of benefits, significantly diminished material responsibilities, or other indices unique to a particular situation.” *Bowen-Hooks v. City of New York*, 13 F. Supp. 3d 179, 211 (E.D.N.Y. 2014). To be sure, plaintiff alleges that Savitsky signed her termination letter, but once again, any allegations that his conduct was in any way “motivated by discriminatory intent” are merely conclusory.

⁶ Defendants also argue that plaintiff’s discrimination claim fails because, “at the time Plaintiff was employed, the Knipfings employed a very diverse group of people, including Uzcategui, who is also Hispanic and remains employed.” DE 22-3 at 17. However, “an employer may not escape liability for discriminating against a given

Plaintiff's retaliation claims are analyzed under the same burden-shifting framework. Thus, "to establish a *prima facie* case of retaliation, a plaintiff must demonstrate that (1) she engaged in protected activity; (2) the employer was aware of that activity; (3) the plaintiff suffered a materially adverse action; and (4) there was a causal connection between the protected activity and that adverse action." *Guzman v. City of New York*, 93 F. Supp. 3d 248, 261 (S.D.N.Y. 2015) (citation omitted). "As to the first element of the *prima facie* case, '[t]he term "protected activity" refers to action taken to protest or oppose statutorily prohibited discrimination,' and may take the form of either formal or informal complaints." *Id.* (citations omitted). However, such complaints "qualif[y] as protected activity only if 'the employee has a good faith, reasonable belief that the underlying challenged actions of the employer violated the law.'" *Id.* at 261-62. Defendants only contest the fourth element of this test, claiming that plaintiff "has failed to allege sufficient facts to show that her termination was motivated by" the November 2 email, pointing instead to the rationales set out in the termination letter. DE 22-3 at 25. However, "[p]roof of causation can be shown . . . indirectly, by showing that the protected activity was followed closely by discriminatory treatment." *Hicks v. Baines*, 593 F.3d 159, 170 (2d Cir. 2010). Less than a week elapsed between plaintiff's complaint and her suspension, while less than three weeks elapsed between her complaint and her termination. Moreover, the November 2 email is not the only protected activity alleged by plaintiff: as noted above, plaintiff also alleges that by August 15, she had already "reported on several occasions of the discriminatory treatment and abuse received from" Zantua. It is notable, then, that plaintiff *also* alleges that her disparate treatment at the hands of Ms. Knipfing – including her alleged demotion – began around this time. Given the solicitude granted *pro se* complaints, plaintiff appears to have alleged a sufficient causal connection between her

employee on the basis of race simply because it can prove it treated other members of the employee's group favorably." *Graham v. Long Island R.R.*, 230 F.3d 34, 43 (2d Cir. 2000).

protected activity and the adverse employment actions via temporal proximity. *See Littlejohn*, 795 F.3d at 319-20 (finding “allegations that the [adverse employment action] occurred within days after [plaintiff’s] complaints of discrimination” to be “sufficient to plausibly support an indirect inference of causation”). Thus, plaintiff has pleaded plausible retaliation claims under § 1981 and the NYSHRL against the Knipfings and the corporate defendants. However, as noted above, plaintiff fails to allege that any other defendant instituted an “adverse employment action” against her, so plaintiff’s retaliation claims against Zantua and Savitsky are dismissed.

Finally, “[t]o establish a hostile work environment” claim, “a plaintiff must show that ‘the workplace is permeated with discriminatory intimidation, ridicule, and insult that is sufficiently severe or pervasive to alter the conditions of the victim's employment and create an abusive working environment.’” *Littlejohn*, 795 F.3d at 320–21; *see also Westbrook v. City Univ. of New York*, 591 F. Supp. 2d 207, 232 (E.D.N.Y. 2008). “The incidents complained of must be more than episodic; they must be sufficiently continuous and concerted in order to be deemed pervasive.” *Littlejohn*, 795 F.3d at 321 (citation omitted). A plaintiff “must show not only that she subjectively perceived the environment to be abusive, but also that the environment was objectively hostile and abusive.” *Guzman*, 93 F. Supp. 3d at 263 (quoting *Demoret v. Zegarelli*, 451 F.3d 140, 149 (2d Cir.2006)). Additionally, a plaintiff must establish that “‘a specific basis exists for imputing’ the objectionable conduct to the employer” and, of course, that “the hostile conduct occurred because of a protected characteristic.” *Tolbert v. Smith*, 790 F.3d 427, 439 (2d Cir. 2015). In evaluating such claims, a court must consider “the totality of the circumstances, . . . including ‘the frequency of the discriminatory conduct; its severity; whether it is physically threatening or humiliating, or a mere offensive utterance; and whether it unreasonably interferes with an employee’s work performance.’” *Demoret*, 451 F.3d at 149 (quoting *Harris v. Forklift*

Sys., Inc., 510 U.S. 17, 23 (1993)). However, the Second Circuit “ha[s] repeatedly cautioned against setting the bar too high” in this context, holding that “a plaintiff need only plead facts sufficient to support the conclusion that she was faced with ‘harassment ... of such quality or quantity that a reasonable employee would find the conditions of her employment altered for the worse.’” *Patane v. Clark*, 508 F.3d 106, 113 (2d Cir. 2007) (citation omitted).

Defendants compare plaintiff’s allegations to those in another case, in which the hostile work environment claim was dismissed because the conduct at issue entailed, “at most, isolated and sporadic incidents that occurred over the course of a year.” DE 22-3 at 21 (quoting *Alvarado v. Mount Pleasant Cottage Sch. Dist.*, 404 F. Supp. 3d 763, 781 (S.D.N.Y. 2019)). Indeed, defendants acknowledge that, in *Alvarado*, exactly four incidents occurred. *Id.*; see also *Alvarado*, 404 F. Supp. 3d at 781 (holding that the plaintiff in that case “ha[d] pointed to four incidents”). These cases are far from comparable. Plaintiff here sets forth a continuing pattern of race-based abuse and harassment at the hands of Zantua, a course of conduct that seems to have prevailed over the duration of plaintiff’s tenure in the Knipfing household. Even more troubling, plaintiff alleges that Zantua encouraged other members of the household staff, and even the Knipfings’ children, to participate in this harassment. Indeed, plaintiff alleges that Zantua’s harassment was pervasive enough to drive her to seek assistance from her co-workers in presenting a complaint to the Knipfings – arguably an understandable concern, given that Zantua is Ms. Knipfing’s sister – and to complain to the Knipfings on multiple occasions about Zantua’s behavior. At this early juncture, plaintiff seems to have satisfied the pleading standard.

Much of the remainder of defendants’ argument hinges on whether Zantua was actually plaintiff’s supervisor (or even an employee of the Knipfings). “For the purpose of vicarious liability under § 1981, a supervisor is a person empowered by the employer to take tangible

employment actions against the victim, *i.e.*, to effect a significant change in employment status, such as hiring, firing, failing to promote, reassignment with significantly different responsibilities, or a decision causing a significant change in benefits.” *Lamarr-Arruz v. CVS Pharmacy, Inc.*, 271 F. Supp. 3d 646, 659 (S.D.N.Y. 2017) (quoting *Vance v. Ball State Univ.*, 570 U.S. 421, 431 (2013)) (quotations omitted). To be sure, “[t]his is not a case where supervisory status is readily determinable.” *Id.* Zantua engaged in none of these activities. However, this list is merely illustrative, not exhaustive; moreover, plaintiff alleges that Zantua “ordered” her to engage in, or cease, certain conduct – and suggests that Zantua had similar power over other employees. Thus, at this early stage, particularly in light of the liberal construction applied to *pro se* pleadings, the Court must accept plaintiff’s allegation that Zantua was her supervisor for the purposes of evaluating plaintiff’s hostile work environment claims. Given that Zantua herself did not impose any “tangible employment action,” the Knipfings “may escape liability by establishing, as an affirmative defense, that (1) [they] exercised reasonable care to prevent and correct any harassing behavior and (2) that the plaintiff unreasonably failed to take advantage of the preventive or corrective opportunities that the employer provided.” *Lamarr-Arruz*, 271 F. Supp. 3d at 659 (quoting *Vance*, 570 U.S. at 424).

Defendants therefore contest whether the Knipfings should have known about this harassment, pointing out that, in her November 2 email, plaintiff stated the following: “I am writing to you this letter because I have not had the opportunity to speak or explain personally to you because of all the restrictions I have to communicate with you Mrs. Steffiana,” arguing that this makes it “clear” that this was “the first time Plaintiff put the Knipfings on notice about any issues she may have been having with Zantua.” DE 22-3 at 23-24; DE 8 at 46. Defendants conveniently omit the sentence immediately preceding this one, however, in which plaintiff states that “I am

writing to you and to Skylar as house manager, *about matters as I previously did on several occasions for different reasons* and which I will expose in this email.” DE 8 at 46 (emphasis added). Thus, if anything, the November 2 email only further establishes the conclusion noted above, *i.e.*, that plaintiff had complained to the Knipfings about Zantua’s abuse on multiple occasions prior to the email. Otherwise, defendants do not attempt to claim either that (a) the Knipfings exercise reasonable care to prevent or correct Zantua’s harassment prior to November 2, or that (b) plaintiff failed to take advantage of corrective opportunities. Indeed, the allegations in the complaint clearly lead to the opposite conclusion on both counts. Accordingly, plaintiff has pleaded plausible claims for hostile work environment under § 1981 and the NYSHRL against Zantua, the Knipfings, and the corporate defendants. However, plaintiff fails to allege either that Savitsky either engaged in any harassment or that he functioned as plaintiff’s employer; therefore, plaintiff’s retaliation claims against Savitsky are dismissed.

III. Conclusion

Based on the foregoing, it is hereby Ordered that defendants' motion is GRANTED as to plaintiff's claims under the NYCHRL, the New York Labor Law, the New York Penal Law, and plaintiff's claims for discrimination under 42 U.S.C. § 1981 and the NYSHRL; additionally, defendants' motion is GRANTED as to plaintiff's retaliation claims against Savitsky and Zantua and plaintiff's hostile work environment claims against Savitsky. Otherwise, defendants' motion is DENIED.

Dated: Central Islip, New York
September 30, 2021

/s/ Gary R. Brown
Gary R. Brown
United States District Judge

EXHIBIT 4

22-86

Mallek v. Allstate Insurance Company

**UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT**

SUMMARY ORDER

RULINGS BY SUMMARY ORDER DO NOT HAVE PRECEDENTIAL EFFECT. CITATION TO A SUMMARY ORDER FILED ON OR AFTER JANUARY 1, 2007, IS PERMITTED AND IS GOVERNED BY FEDERAL RULE OF APPELLATE PROCEDURE 32.1 AND THIS COURT'S LOCAL RULE 32.1.1. WHEN CITING A SUMMARY ORDER IN A DOCUMENT FILED WITH THIS COURT, A PARTY MUST CITE EITHER THE FEDERAL APPENDIX OR AN ELECTRONIC DATABASE (WITH THE NOTATION "SUMMARY ORDER"). A PARTY CITING TO A SUMMARY ORDER MUST SERVE A COPY OF IT ON ANY PARTY NOT REPRESENTED BY COUNSEL.

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 18th day of May, two thousand twenty-three.

PRESENT:

**DEBRA ANN LIVINGSTON,
Chief Judge,
REENA RAGGI,
SUSAN L. CARNEY,
*Circuit Judges.***

Eva Mallek,

Plaintiff-Appellee,

v.

22-86

Allstate Insurance Company,

Defendant-Appellant,

**Kevin Schaefer, Allstate Agent and
Representative for Allstate, John Doe, Jane Doe,
as all other Consultants Representing Allstate,**

Defendants.

FOR PLAINTIFF-APPELLEE:

No brief.

FOR DEFENDANT-APPELLANT:

THOMAS H. CELLILLI III (Heidi Kuffel, *on*

the brief), Skarzynski Marick & Black LLP,
New York, NY and Chicago, IL.

Appeal from a December 20, 2021 judgment of the United States District Court for the Eastern District of New York (Matsumoto, *J.*).

UPON DUE CONSIDERATION, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the judgment of the district court is **VACATED** solely as to the amount of damages and **AFFIRMED** in remaining part, and the matter is **REMANDED** for further proceedings.

Appellant Allstate Insurance Company (“Allstate”) appeals the district court’s judgment, which granted summary judgment to Appellee Eva Mallek (“Mallek”) on her breach of contract claim and awarded her \$358,000 in damages. Because we write primarily for the parties, we assume familiarity with the underlying facts, procedural history, and issues on appeal, and we briefly recite only what is necessary to explain our decision.

Mallek sued Allstate for breach of contract for refusing to pay her insurance claim after a fire destroyed a house she owned (but did not occupy). Allstate refused to pay because (among other reasons not now relevant) Mallek, the only named insured on the policy, did not reside at the house as the policy required. The parties cross-moved for summary judgment. In November 2020, the district court granted summary judgment to Allstate on certain claims not now relevant but denied summary judgment to both parties as to Mallek’s breach of contract claim, despite concluding that Allstate had not offered any evidence to counter Mallek’s sworn testimony that Allstate did not provide her a copy of the Standard Homeowners Policy (containing the residency requirement) before the fire. *See Mallek v. Allstate Indem. Co.*, No. 17-CV-5949 (KAM), 2020 WL 6873434 (E.D.N.Y. Nov. 23, 2020).

In October 2021, a month before trial was set to begin, the district court (relying on Federal Rule of Civil Procedure 60(b)(6)) ordered Allstate to show cause why the court should not vacate the denial of Mallek's summary judgment motion and grant summary judgment to her on the breach of contract claim based on Allstate's failure to rebut her sworn testimony that Allstate failed to deliver a copy of the Standard Homeowners Policy to her before her loss. In its response, Allstate did not proffer any evidence that it delivered the policy before Mallek's loss. Allstate did, however, raise the new legal argument that the district court should have granted summary judgment to Allstate on the breach of contract claim on the ground that the policy's incorporation by reference in renewal declarations mailed to Mallek was sufficient to bind her to the policy's terms without actual delivery of the policy. The district court rejected this new argument, and also concluded that Allstate waived the argument by failing to raise it during the initial summary judgment briefing. Accordingly, the court granted summary judgment to Mallek on the breach of contract claim and awarded her \$358,000 in damages, *i.e.*, the face amount of the policy.

We review a grant of summary judgment de novo. *See Sousa v. Marquez*, 702 F.3d 124, 127 (2d Cir. 2012).

We first address Allstate's procedural arguments that the district court erred by *sua sponte* vacating its November 2020 denial of summary judgment to Mallek under Rule 60(b)(6) and by granting summary judgment to her even though she had not complied with the district court's local rule requiring a party moving for summary judgment to submit a statement of undisputed material facts. Both arguments fail.

As to the first procedural argument, Allstate is correct that the district court should not have relied on Rule 60(b) to reconsider the November 2020 order because that rule applies only to relief

from a “final judgment, order, or proceeding.” Fed. R. Civ. P. 60(b); *see also In re U.S. Lines, Inc.*, 216 F.3d 228, 235 (2d Cir. 2000) (holding that the district court erred in reconsidering, under Rule 60, an order that was not final); *United States v. Cambio Exacto, S.A.*, 166 F.3d 522, 529 (2d Cir. 1999) (holding that an order denying summary judgment is not final). Nevertheless, the district court’s reconsideration of the November 2020 order was proper under Rule 54(b), which provides in relevant part:

[A]ny order or other decision, however designated, that adjudicates fewer than all the claims or the rights and liabilities of fewer than all the parties does not end the action as to any of the claims or parties and may be revised at any time before the entry of a judgment adjudicating all the claims and all the parties’ rights and liabilities.

Fed. R. Civ. P. 54(b); *see also, e.g., Acha v. Beame*, 570 F.2d 57, 63 (2d Cir. 1978); *Utica Mut. Ins. Co. v. Munich Reinsurance Am., Inc.*, 381 F. Supp. 3d 185, 209 n.36 (N.D.N.Y. 2019), *aff’d*, 7 F.4th 50 (2d Cir. 2021). The district court correctly revised its earlier decision to correct a clear error of law, as permitted by the law of the case doctrine. *See Virgin Atl. Airways, Ltd. v. Nat’l Mediation Bd.*, 956 F.2d 1245, 1255 (2d Cir. 1992) (noting that Rule 54(b) operates “within the strictures of the law of the case doctrine”); *see also Doe v. New York City Dep’t of Soc. Servs.*, 709 F.2d 782, 789 (2d Cir. 1983) (permitting reconsideration to account for “an intervening change of controlling law, the availability of new evidence, or the need to correct a clear error or prevent manifest injustice”).

The second procedural argument fails because the district court “has broad discretion to determine whether to overlook a party’s failure to comply with local court rules” and “may in its discretion opt to conduct an assiduous review of the record even where one of the parties has failed to file . . . a statement [of undisputed material facts].” *Holtz v. Rockefeller & Co.*, 258 F.3d 62, 73

(2d Cir. 2001) (internal quotation marks omitted).

Allstate next makes two substantive arguments challenging the district court’s summary judgment ruling. It first argues that the district court should have granted summary judgment to Allstate because the 2015 renewal mailing incorporated the Standard Homeowners Policy by reference, and that was sufficient under New York law to bind Mallek to the policy’s terms. Allstate next argues that it established the existence of a genuine issue of material fact as to whether it notified Mallek of the residency requirement before her loss. We reject both arguments.

As to incorporation by reference, Allstate did not raise the argument on summary judgment. By raising this argument for the first time in its response to the order to show cause, Allstate effectively sought reconsideration of the denial of its own summary judgment motion. Because a new argument may not be raised in a motion for reconsideration, “we need not reach this issue which, since it was not properly raised in the district court, is not properly before us.” *Nat’l Union Fire Ins. Co. of Pittsburgh v. Stroh Cos.*, 265 F.3d 97, 115–16 (2d Cir. 2001).¹

As to Allstate’s second substantive argument, the district court properly granted summary judgment to Mallek because Allstate did not submit any evidence on summary judgment to rebut Mallek’s sworn testimony that Allstate did not provide her a copy of the Standard Homeowners Policy prior to her loss. *See Brown v. Eli Lilly and Co.*, 654 F.3d 347, 358 (2d Cir. 2011) (“Where

¹ To be sure, we have discretion to consider arguments that were waived below. *In re Nortel Networks Corp. Sec. Litig.*, 539 F.3d 129, 133 (2d Cir. 2008) (per curiam). But Allstate does not advance any persuasive reason why we should reach its belated incorporation-by-reference argument: indeed, even though the district court deemed this argument waived, Allstate does not address the issue of waiver in its appellate brief. Because we conclude that Allstate waived its incorporation-by-reference argument, we need not and do not express any view as to the merits of the argument.

the moving party demonstrates the absence of a genuine issue of material fact, the opposing party must come forward with specific evidence demonstrating the existence of a genuine dispute of material fact.” (internal quotation marks and citations omitted)). Even considering Allstate’s response to the order to show cause, it still did not submit any evidence to establish a genuine dispute of material fact. Allstate asserted that it anticipated that one of its employees would testify at trial that, according to Allstate’s business records, the Standard Homeowners Policy was mailed to Mallek in 1996. But Allstate did not submit an affidavit from its employee to support that assertion, and “[a]n attorney’s unsworn statements in a brief are not evidence.” *Kulhawik v. Holder*, 571 F.3d 296, 298 (2d Cir. 2009) (per curiam). Allstate did submit the declarations statement for Mallek’s 1996 policy renewal, but that document did not establish a genuine dispute of material fact because it stated only that Mallek’s policy was subject to the Standard Homeowners Policy; it did not establish that the Standard Homeowners Policy was mailed to her with the declarations statement.

Finally, Allstate argues that the district court erred in awarding Mallek the face value of her insurance policy (*i.e.*, \$358,000) when she proffered no evidence in support of her damages. Allstate is correct. Under New York law, “To justify an award of damages, the insured must prove the nature, extent and amount of its loss under the policy to a reasonable degree of certainty.” *Simplexdiam, Inc. v. Brockbank*, 283 A.D.2d 34, 38 (1st Dep’t 2001); *see also Imrie v. Ratto*, 206 A.D.3d 1490, 1494 (3d Dep’t 2022) (concluding that “the issue of damages” caused by fire “requires an evidence-based valuation”). Mallek asserted in her verified complaint that “a fire destroyed the structure and contents of her home,” and Allstate did not submit any contrary evidence to raise a genuine dispute of material fact about whether Mallek’s home was destroyed.

See Gayle v. Gonyea, 313 F.3d 677, 682 (2d Cir. 2002) (explaining that “[a] verified complaint is to be treated as an affidavit for summary judgment purposes” (internal quotation marks omitted)). Nonetheless, under the policy renewal declarations (which Mallek indisputably received), the \$358,000 face value of the policy was merely a limit of liability, and Mallek has not submitted evidence with respect to the cost of rebuilding or replacing her destroyed home. Thus, to be awarded the face value of the policy, Mallek must submit evidence (which Allstate may then attempt to rebut) to show that the extent of her loss was at least \$358,000.

We have considered all of Allstate’s remaining arguments and find them to be without merit. Accordingly, we **VACATE** the judgment solely as to the amount of damages, **AFFIRM** in remaining part, and **REMAND** for further proceedings consistent with this decision.

FOR THE COURT:
Catherine O’Hagan Wolfe, Clerk of Court

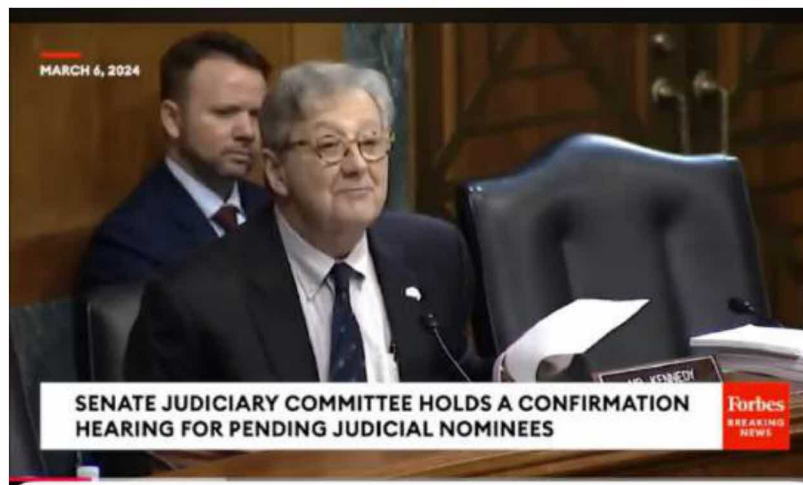
EXHIBIT 5



'What's Going On Here?': John Kennedy Grills Biden Judicial Nominee



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0:09 bosar do you remember a case called J&J

0:13 Sports

0:14 Products

0:17 the if I mispronounce it sir please

0:20 correct me

0:22 ferus uh I do I do recall that case

0:25 Senator yes okay it was pretty recent

0:27 2020 you're a Magistrate Judge right I

0:29 am and and your decisions have to be

0:32 reviewed by a federal district court

0:34 judge that's correct okay uh you made a

0:37 ruling in that



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0:37 ruling in that

0:39 case and the district court re re

0:43 reversed you in part yes and the

0:46 district court said quote I'm those

0:50 these are the judges words not mine that

0:53 you ignored quote a large collection of

0:55 cases in this District holding that

0:58 essentially Iden iCal allegations are

1:01 suff sufficient to stay the

1:04 claim so your boss said you just ignored

1:07 a whole line of

1:09 cases what's going on here well Senator



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2:23 and and and and I did so in all of my

2:26 decisions and I can expect that I did so

2:27 in that one as well but why did you

2:29 ignore them line of case is my point I

2:31 can understand you saying well they're

2:33 **two line of cases and they conflict and**

2:36 I find the reasoning more persuasive in

2:38 this line the district judge reverses you

2:41 said you just totally ignored them that

2:44 worries me he he reversed me only in

2:46 part Senator and in those line of cases

2:49 I think there's a split of authority at



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2:29 ignore them line of case is my point I

2:31 can understand you saying well they're

2:33 two line of cases and they conflict and

2:36 I find the reasoning more persuasive in

2:38 this line the district judge reverses you

2:41 **said you just totally ignored them that**

2:44 worries me he he reversed me only in

2:46 part Senator and in those line of cases

2:49 I think there's a split of authority at

2:50 the district court level there's no

2:52 governing court of appeals decision or

2:55 um a US Supreme Court decision which my



< Transcript

5:15 disparage decisions and then uphold my

5:18 oath to follow them okay U my time's

5:20 expired uh thank you Mr chairman I do

5:22 note here look if you're going to be

5:24 belong to an organization that engages

5:26 in advocacy you can't have it both ways

5:30 you you can't at once say I know nothing

5:32 about that and then decline to say

5:34 anything about it and belong to that

5:36 organization I think you ought to have

5:38 to answer the question thank

5:40 you Senator



Senator Chuck Schumer

Mar 6, 2024 • 0



I was thrilled to introduce Judge Sanket Bulsara to the [Senate Judiciary Committee](#) today!

He's already made history as the first South Asian American federal judge on any court in the Second Circuit.

And now, I've been so proud to recommend him to [President Joe Biden](#) to serve as a District Judge for EDNY.



rfJ

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Tom Mangels • 1y

"He's already made history as the first South Asian American federal judge on any court in the Second Circuit."?? Another of your nominees that make you "so proud & thrilled," who would be the FIRST OR HISTORIC APPOINTMENTS TO THE BENCH. Like these highly accomplished legal/ Constitutional scholars you put up. Maybe you should nominate a High School civics student. They would have been able to answer simple questions. That would be one



Senate Judiciary Democrats 🇺🇸 🗳️

@JudiciaryDems



CONFIRMED: Sanket Bulsara to the Eastern District of New York

Judge Bulsara is well-prepared to serve on the federal bench, having experience at the SEC, in private practice, and as a magistrate judge.

He will be an asset to the federal bench.



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More revulsion 🤢🤢🤢



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Laying flowers at the site



In case you missed it,

EXHIBIT 6

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APPEAL,PROSENEF

U.S. District Court
Eastern District of New York (Central Islip)
CIVIL DOCKET FOR CASE #: 2:20-cv-03361-SJB-AYS

Orrego v. Knipfing et al
Assigned to: Judge Sanket J. Bulsara
Referred to: Magistrate Judge Anne Y. Shields
related Cases: [2:25-cv-00769-SJB-AYS](#)

Date Filed: 07/23/2020
Jury Demand: Plaintiff
Nature of Suit: 442 Civil Rights: Jobs
Jurisdiction: Federal Question

[2:25-cv-00736-SJB-AYS](#)[2:23-cv-06507-SJB-AYS](#)[2:24-cv-07247-SJB-AYS](#)

Cause: 42:2000e Job Discrimination (Employment)

Date Filed	#	Docket Text
07/01/2025	200	Letter MOTION for Extension of Time to File Response/Reply <i>/Letter Motion For Adjournment of Summary Judgment Deadline, Status Update, Leave to File Amended Documents or Supplemental Certifications, and Briefing Schedule</i> by Lidia M. Orrego. (NF) (Entered: 07/02/2025)
07/02/2025		ORDER: Plaintiff's motion for declaratory judgment 199 is denied. The motion was previously denied on 3/28/2023. Plaintiff has now filed a renewed motion, which is just a motion for reconsideration. As such, the motion is late because more than 14 days have passed since the prior denial. See Local Civil Rule 6.3. So Ordered by Judge Sanket J. Bulsara on 7/2/2025. (MPG) (Entered: 07/02/2025)
07/03/2025	201	RESPONSE to Motion re 200 Letter MOTION for Extension of Time to File Response/Reply <i>/Letter Motion For Adjournment of Summary Judgment Deadline, Status Update, Leave to File Amended Documents or Supplemental Certifications, and Briefing Schedule</i> filed by Stephanieanna James-Knipfing, Kevin Knipfing, Old Westbury EDDIE LLC, Old Westbury LLC, Teresa A. Zantua. (Minnah-Donkoh, Kuuku) (Entered: 07/03/2025)
07/07/2025		ORDER: The motion for extension of time 200 is granted. The summary judgment briefing is extended as follows: any party seeking to move for summary judgment must serve its motion by 8/8/2025 ; any opposition must be served by 9/12/2025 ; and any reply must be served by 10/3/2025 . The parties are directed to serve the papers on each other by these deadlines but only file them on the Court's docket on 10/3/2025 , following service of all briefs. So Ordered by Judge Sanket J. Bulsara on 7/7/2025. (MPG) (Entered: 07/07/2025)
07/07/2025	202	Notice of Request to Submit Electronic Evidence. re 200 Letter MOTION for Extension of Time to File Response/Reply <i>/Letter Motion For Adjournment of Summary Judgment Deadline, Status Update, Leave to File Amended Documents or Supplemental Certifications, and Briefing Schedule</i> by Lidia M. Orrego. (NF) (Entered: 07/08/2025)
07/08/2025	203	Notice of MOTION to Disqualify Judge <i>/Recuse</i> , Notice of MOTION to Vacate <i>July 2, 2025 Order</i> by Lidia M. Orrego. (NF) (Entered: 07/08/2025)
07/08/2025		ORDER: The Court has received from Plaintiff multiple requests to submit electronic evidence. The protocol for submission of large electronic files set forth in the Court's Individual Practices § II.D, however, is only to be utilized for trial or motion practice where exhibits are appropriate for the Court's consideration of the issues involved, such as summary judgment. Both sides are therefore informed that, outside of such limited practice, documents should be filed only on ECF. Emails to Chambers are generally prohibited. <i>See</i> Individual Practices § II.B. So Ordered by Judge Sanket J. Bulsara on 7/8/2025. (MPG) (Entered: 07/08/2025)

07/08/2025		ORDER: Plaintiff has filed multiple motions, <i>e.g.</i> , motions to disqualify opposing counsel, motions to stay, motions to vacate prior orders, and a motion to disqualify Judge Shields 190 , 194 , 196 , 197 , 198 , 200 . Many of these motions are attempts to relitigate issues already decided in this case. The proper vehicle for such action is to file an appeal at the appropriate time with the Second Circuit Court of Appeals. This Court will not reconsider or undo any order issued by a prior judge in this case from before its transfer to the undersigned. Accordingly, Plaintiff may not file any further motions seeking reconsideration or a redo of prior decisions. At this point in the litigation, the parties are briefing cross-motions for summary judgment—motions which the Court will decide in a timely fashion and which will determine whether this case proceeds to trial or judgment in favor of Plaintiff or Defendants. Filings unrelated to summary judgment—which attempt to relitigate prior decisions—distract from orderly and efficient resolution of the case to a final disposition. Should Plaintiff continue to file motions for reconsideration (or motions in the guise of reconsideration motions) the Court may unfortunately have to prohibit and suspend her ECF filing privileges. <i>See Trivedi v. Gen. Elec. Co.</i> , No. 23-254, 2024 WL 3286663, at *2 (2d Cir. July 3, 2024) (warning pro se litigant "if she continues to abuse the judicial process by the instigation of frivolous appeals, an injunction will issue directing the Clerk of this Court to refuse to accept for filing any submissions from her, unless she has first obtained leave of the Court to file such papers." (cleaned up) (quoting <i>Sassower v. Sansverie</i> , 885 F.2d 9, 11 (2d Cir. 1989)). This is a step the Court does not wish to take but may have no choice. (Of course, because the summary judgment motions have not yet been decided, Plaintiff may file a motion for reconsideration, consistent with Local Rule 6.3, should she disagree with some aspect of the decision rendered on such motions). Because the motions attempt to relitigate all of the issues previously decided in this case, well after the time for reconsideration, <i>see</i> Local Civil Rule 6.3, the motions at Docket Nos. 190 , 194 , 196 , 197 , 198 , 200 are all denied. The Court will proceed to resolve the summary judgment motions following submission of those papers consistent with the briefing schedule (as amended by the Court). So Ordered by Judge Sanket J. Bulsara on 7/8/2025. (MPG) (Entered: 07/08/2025)
07/10/2025	204	Letter Motion Objection and Clarification to Order Dated July 8, 2025 (NF) (Entered: 07/10/2025)
07/11/2025		ORDER: The Court is in receipt of Plaintiff's letter motion objection to its prior order 204 . To be clear, the Court is not imposing any restriction on Plaintiff's ability to make any argument (or present any evidence) in support of her motion for summary judgment (or in opposition to Defendants' motion for summary judgment). The only restriction on summary judgment is on the length of the memoranda of law, which has word limits, by virtue of Local Civil Rule 7.1. And Plaintiff (and Defendants) may submit evidence, in the form of Rule 56.1 statements (and exhibits thereto), in connection with summary judgment. What Plaintiff (and Defendants) cannot do is relitigate or reargue decisions that have already been made—which is why the Court denied the motions to reconsider decisions which, in some instances, were made years ago. Such reconsideration is barred by Local Civil Rule 6.3, which requires reconsideration motions to be filed within 14 days of the initial decision (and reconsideration may only be sought once). To reconsider decisions already made, as previously noted, requires the Court to move backwards, and prevents the case from moving forward. To the extent that Plaintiff has new evidence, it should be presented in connection with the summary judgment briefing. The Court looks forward to reviewing and deciding the summary judgment papers so the case can either proceed to trial or be resolved at this stage. So Ordered by Judge Sanket J. Bulsara on 7/11/2025. (MPG) (Entered: 07/11/2025)
07/21/2025	206	NOTICE from Lidia Orrego RE: Petition for Writ of Mandamus, Motion for Permission to Appeal In Forma Pauperis, and Certificate of Service, submitted to the United States Court of Appeals for the Second Circuit on 7/16/2025. (Attachments: # 1 Part 2, # 2 Part 3, # 3 Part 4) (NF) (Entered: 07/23/2025)
07/23/2025	205	Letter MOTION to Vacate <i>Orders Dated July 8, 2025, For Recusal of District Judge Bulsara and Magistrate Judge Shields for Due Process Violations, For Leave to File a Second Amended Complaint, to Stay Proceedings, and to Vacate any Summary Judgment Scheduling Order</i> by Lidia M. Orrego. (NF) (Entered: 07/23/2025)
07/24/2025		ORDER: For the reasons stated in the Court's previous Orders, including on 7/8/2025 and 7/11/2025, the motion to vacate 205 is denied. So Ordered by Judge Sanket J. Bulsara on 7/24/2025. (MPG) (Entered: 07/24/2025)

08/05/2025	207	Emergency MOTION to Vacate <i>Objecting to Order Dated July 24, 2025, Denying DE 205 , for Due Process Violations Arising from Orders Dated July 8, 2025, and July 11, 2025, Reaffirmation of Recusal of District Judge Bulsara and M. Judge Shields, to Vacate Schedule for Summary Judgment Due to Defendants' Fraud Confirmed by NYS ATTORNEY GENERAL LETITIA JAMES, and Relief Requested in DE 205 - To Set the Record of Due Process Violations and Judicial Impropriety</i> by Lidia M. Orrego. (Attachments: # 1 Part 2) (NF) (Entered: 08/05/2025)
08/08/2025	208	Letter <i>regarding service of Defendants' motion for summary judgment on Plaintiff</i> by Stephanieanna James-Knipfing, Kevin Knipfing, Old Westbury EDDIE LLC, Teresa A. Zantua (Minnah-Donkoh, Kuuku) (Entered: 08/08/2025)
08/11/2025	209	NOTICE of Filing of Plaintiff's Motion for Summary Judgment filed by Lidia M. Orrego. (NF) (Entered: 08/11/2025)
08/14/2025	210	ORDER: The motion 207 is denied for the reasons stated in the attached, and Plaintiff is enjoined from making additional filings in this case, absent court order, and as set forth in the attached filing injunction. So Ordered by Judge Sanket J. Bulsara on 8/14/2025. (MPG) (Entered: 08/14/2025)
09/09/2025	211	MOTION for Leave to File Document <i>New Proceedings Based on New Evidence - Workers' Compensation Fraud by Shimmee Inc. and Others; Deprivation of Rights by Attorney General Letitia James and Governor Kathy Hochul</i> by Lidia M. Orrego. (NF) (Entered: 09/11/2025)
09/11/2025	212	NOTICE OF INTERLOCUTORY APPEAL as to 210 Order on Motion to Vacate, by Lidia M. Orrego. (KS) (Entered: 09/15/2025)
09/11/2025	213	MOTION for Leave to Appeal in forma pauperis by Lidia M. Orrego. (KS) (Entered: 09/15/2025)
09/15/2025		Electronic Index to Record on Appeal sent to US Court of Appeals. 212 Notice of Interlocutory Appeal Documents are available via Pacer. For docket entries without a hyperlink or for documents under seal, contact the court and we'll arrange for the document(s) to be made available to you. (KS) (Entered: 09/15/2025)
09/16/2025	214	ORDER: On September 11, 2025, Lidia Orrego, acting pro se, filed a Notice of Interlocutory Appeal 212 of this Court's August 14, 2025 Order 210 together with an application to proceed <i>in forma pauperis</i> ("IFP") 213 . However, Orrego used the form application for IFP status in the district court rather than Form 4 of the Appellate Appendix of Forms. Upon review, it is apparent that the present application lacks the information required by Federal Rule of Appellate Procedure 24(a)(1). Accordingly, the application to proceed IFP 213 is denied without prejudice and with leave to renew on the Circuit Court's Form 4 annexed to this Order. So Ordered by Judge Sanket J. Bulsara on 9/16/2025. (RB) (Entered: 09/16/2025)
09/16/2025		ORDER: Plaintiff Orrego has now filed multiple applications seeking leave to file additional motions and/or open new cases. Though the cover letters for these motions comply with the Court's admonition that leave be sought in a short letter with a word limit, the motions attach hundreds, if not thousands of pages of material, which not only violate the filing injunction, but are unnecessarily duplicative material. The Clerk's Office is directed to return all of this material via first-class mail to Plaintiff. The motions seeking leave, in this case at Dkt. No. 211 , are denied. Plaintiff is prohibited from making any further filings on this docket, or using the portal available to pro se litigants, absent further order of this Court (no leave may be sought). The Clerk's Office is directed to terminate Plaintiff Orrego's access to the pro se portal, to reject and promptly return to Plaintiff any motion or document submitted by her, and not to file any submission on ECF or retain custody of such material. Plaintiff is reminded that her filing of this unnecessary material has simply impeded, delayed, and obstructed the Court's ability to resolve the merits of the case, and its ability to move this case forward, to trial (if appropriate). The Court will lift this filing injunction following resolution of the pending motions in all of her cases, in order to give her an opportunity to object, appeal, or reconsider any decision, or to make any post-decision filings attendant to trial, should the Court determine that the case should proceed to trial or further discovery. But until the Court renders such

		decisions, the filing injunction imposed by this order will remain in place. So Ordered by Judge Sanket J. Bulsara on 9/16/2025. (RB) (Entered: 09/16/2025)
09/18/2025	215	Letter from Pro Se Department to Lidia M. Orrego dated 9/18/2025. The enclosed documents are being returned without docketing or consideration for the following reason(s): Pursuant to the enclosed electronic orders So Ordered by District Judge Bulsara on 9/16/2025 "The Clerk's Office is directed to return all of this material via first-class mail to Plaintiff." (NF) (Entered: 09/18/2025)

PACER Service Center			
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EXHIBIT 7

PLA002582

PLA002582



RYDANSECURITY
INVESTIGATIONS

INVESTIGATIVE MEMO

To: John Keil
From: Kevin Flanagan
Re: Rebecca Lugo-Uzcategui Interview
Date: November 21, 2018

ASSIGNMENT

John Keil ("the client") retained Rydan Security, Inc. ("Rydan") to conduct an in-person interview of Rebecca Lugo-Uzcategui ("Lugo" or "the subject").

INTERVIEW DETAILS

Rebecca Lugo-Uzcategui was interviewed by a Rydan investigator on November 20, 2018. The following are the notes from this interview:

- Lugo states that she has been working for the James family for three years. She states that her primary duty is being the nanny for S[REDACTED]. Lugo takes S[REDACTED] to school for 9:15 AM and picks her up at 12 PM. Lugo does not return to the residence while S[REDACTED] is in school. After pick-up, Lugo takes S[REDACTED] out to eat or to the park. They return home at approximately 2:30 PM.
- According to Lugo the only problem in the household is Taz. Lugo states that Taz does not want anyone speaking Spanish in the house. However, since S[REDACTED] is bilingual, it creates a problem when Lugo speaks to her in Spanish at the house.
- S[REDACTED]'s parents have no issues with Lugo speaking in Spanish. According to Lugo, Mr. and Mrs. James have told her she can do "whatever she wants" with regards to

speaking/teaching Spanish. Lugo states that Taz went as far as telling a Spanish-speaking priest who came to the house to not speak Spanish within the residence.

- Lugo states when Lidia first came to work for the family Lugo was bossy with her because she felt that she did not understand her duties and was, "complicated." She was also initially jealous of Lidia's relationship with S████ and her having a second nanny. However, after she saw S████ was happy with Lidia, she then felt okay with the Lidia and the overall situation.
- Lugo admits to meeting Lidia with her mother and daughter outside of the house at a diner. This was after Lidia complained to her about how she was being treated by Taz. She states that at the diner they discussed the way Taz was treating them.
- During the interview, Lugo does not mention speaking to Lidia regarding any discrimination lawsuit that day at the diner but did tell Lidia she would speak to Mr. James. Lugo also states that she had a feeling that Lidia recorded the conversation. They spent approximately two hours at the diner.
- Lugo states that Lidia never told her that she was recording Taz. Lugo also claims that if there are in fact any recordings, she has never heard them.
- Lugo states that she never recorded Taz or anyone else.
- In the past, Lugo has told Lidia that she should stand up for herself with regards to Taz and inform her boss of mistreatment.
- Early in the interview, Lugo suggested she was feeling uncomfortable and may want to continue in the presence of a lawyer. When asked why she would need a lawyer she responded she did not understand what the purpose of the interview. Later in the interview she was asked if she did in fact have an attorney and, if she did, what the reason was for having one if she did not plan on litigation like a lawsuit. She stated she does not have a lawyer and was just saying it because she was unsure/uncomfortable in the moment.
- Lugo admits during the interview that she has had arguments in the past in and outside of the house with Taz because of her mistreatment. According to Lugo, Taz mimics her and makes fun of the way she speaks English.
- Lugo and Taz have also had arguments involving S████. Arguments have taken place after Taz told S████ that she is not part of the family because she is cared for by Lugo. A specific incident of mistreatment Lugo recalls was when S████ was going to a Nickelodeon "Marshmallow" show and was crying out for Lugo. Taz grabbed S████ and put her in the car seat. As Taz was putting S████ in her car seat, she was telling her she wasn't part of the family. Lugo states that Taz called her and apologized after the incident.
- Lugo was asked whether or not she gives the child candy as a bribe to get S████ to comply, like using candy as a "bribe" to get S████ to brush her teeth. Lugo denied this.

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She states that there may be candy in the house like Halloween candy but she is not aware of any hidden candy because she doesn't check the draws.

- Lugo admits to approaching Mr. James with regards to the way Taz was treating her about a year ago. Afterwards, things were somewhat better. However, the situation reverted back to the way they were a short time later.
- Lugo states that the children are well cared for and there is no physical abuse. She does however feel that there is some emotional abuse caused by Taz. This is caused by things she says and does when she is in a bad mood.
- Lugo states that Taz home schools K [REDACTED] and feels that she is a good teacher. She added that Taz was very smart. However, she should be more consistent in using the classroom as a setting to teach rather than teaching him in the kitchen or other parts of the residence.
- Lugo states that Taz can be an aggressive driver, especially when she is mad at Lugo or the kids. If Taz does become upset while driving to a location she will turn back around and take everyone home. Lugo claims that Taz sometimes drives fast in the truck. Lugo states she has been in the car with Taz on many occasions and has never been pulled over by the police. Lugo also states that Taz has never been in a verbal altercation or road rage incident with other drivers in her presence.
- Lugo states that Taz loves the kids but talks poorly about Lugo in front of the kids. K [REDACTED] has told her in the past, "you're a bad nanny, I don't want to sit next to you." S [REDACTED] asks Lugo, "Taz love you," and S [REDACTED] also says, "No Beca." Taz doesn't allow the other kids to talk to Lugo.
- Lugo states that cameras inside the residents only record video and do not pickup audio.
- Lugo states that Taz hates her because of her relationship with S [REDACTED].
- Lugo admits to having a strong personality and isn't afraid of, "anyone but God".

End of report

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Restricted Use Warning

This report was prepared by Rydan at the request of the client to whom it is furnished. The client agrees that reports and information received from Rydan, including this report, are strictly confidential and are intended solely for the private and exclusive use of the client. Any other use and any communication, publication, disclosure, dissemination or reproduction of this report or any portion of its contents without the written consent of Rydan is strictly forbidden. Rydan assumes no direct, indirect or consequential liability to any third party, who is not the intended addressee of this report for the information contained herein, its interpretation or applications, or for omissions, or for reliance by any such third party thereon. To the extent information provided in this report is based on a review of publicly-available records, such information, as presented, relies upon the accuracy and completeness of those records, which have not been corroborated by Rydan. Statements herein concerning financial, regulatory or legal matters should be understood to be general observations based solely on Rydan's experience as risk consultants and may not be relied upon as financial, regulatory or legal advice, which Rydan is not authorized to provide. All such matters should be reviewed with appropriately qualified advisors in these areas.

Rydan Security, Inc.
131-19 Jamaica Boulevard
Richmond Hill, NY 11418
718-474-8090
www.rydansecurity.com

EXHIBIT 8



3790 El Camino Real
Palo Alto, California
United States
Telephone: +1 650 879 8881

May 14, 2025

To: Lidia M. Orrego

Re: Enforceability of Certain Alleged Confidentiality Agreements

Dear Ms. Orrego,

We have acted as special counsel to you in connection with the review of the Documents (defined below) for the sole purpose of rendering the opinion set below.

Specifically, we have been asked to address the following questions within this legal opinion:

(I) Whether mutual assent exists for any of the NDAs, particularly given Employee's limited English proficiency, absence of explanation or translation, and lack of signature by Employer (each term as defined below).

(II) Whether retroactive enforcement of the NDA provisions (from January 2018 through November 2018) is legally valid when the Second NDA was not delivered until November 6, 2018, and allegedly backdated to January 31, 2018 (each term as defined below).

(III) Whether the termination of employment based on the NDA provisions is lawful, especially if the termination:

1. Was based on conduct that occurred before the Employee saw the Documents;
2. Was done without a written termination notice as required under N.Y. Labor Law § 195(6);
3. Violates statutory protections under the Domestic Workers' Bill of Rights, Human Rights Law, or General Business Law § 349.

(IV) Whether the modifications and multiple versions of the Documents reflect fraud, misrepresentation, or deceptive business practices.

(V) What legal remedies (e.g., voiding the Documents, reinstatement, damages, injunctive relief) the employee may seek if the Documents are found to be unenforceable, unconscionable, or unlawfully used to justify termination.

1. Documents Reviewed. For the purposes of delivering this opinion letter, we have reviewed copies of the following documents (collectively, the "Documents" or "NDAs"):

(a) That certain alleged Service Provider Confidentiality Agreement, dated as of January 31, 2018, made by and between Kevin Knipfing (a/k/a Kevin James) and Stephanieanna James-Knipfing (a/k/a Steffiana de la Cruz) (collectively, "Employer") and Lidia M. Orrego ("Employee") and delivered to Employee on or around November 1, 2018 (attached hereto as Exhibit A, the "First NDA").

(b) That certain alleged Service Provider Confidentiality Agreement, dated as of January 31, 2018, made by and between Employer and Employee and delivered to Employee on or around November 6, 2018 (attached hereto as Exhibit B, the "Second NDA").

(c) That certain alleged Service Provider Confidentiality Agreement, dated as of January 31, 2018, made by and between Employer and Employee and delivered to Employee on or around February 27, 2023 (attached hereto as Exhibit C, the "Third NDA").

For purposes of this opinion letter:

"Generally Applicable Law" means (a) the Federal laws of the United States of America and (b) the laws of the State of New York (including in each case the rules or regulations promulgated thereunder or pursuant thereto).

The phrase "to our knowledge" or words of similar import means knowledge based solely on the representations of you and your authorized representatives and without any independent verification or investigation.

2. Assumptions. For the purposes of rendering the opinions set out in Clause 3, we have assumed, with your permission and without independent verification or inquiry:

(a) The genuineness of all signatures on all documents we have reviewed.

(b) The conformity to authentic originals of any documents submitted to us as certified, conformed, or photostatic copies.

(c) The legal capacity of natural persons.

(d) The truthfulness, accuracy, and completeness of the information, representations, and warranties contained or made to us by you and your authorized representatives.

3. Opinions. Based upon such review, and subject to the assumptions, exceptions and other matters set forth herein, we are of the opinion that:

(I) Mutual Assent. No mutual assent exists for any of the Documents. You signed the signature page to the Documents on January 31, 2018 and were told by a representative of the Employer that the signature pertained solely to salary documentation. You were presented with the First NDA on November 1, 2018, nearly ten months after your employment began and you signed the signature pages. The signature page contained no reference to confidentiality obligations, and the Employer did not sign any version of the Documents. The Second and Third NDAs, delivered on November 6, 2018, and February 27, 2023, respectively, were likewise provided only in English despite your limited proficiency in the language, and you were not afforded an opportunity to consult Spanish-speaking counsel or review the terms with an interpreter. Under New York law, the creation of a binding contract requires a “meeting of the minds,” which means that the parties to the contract are in agreement with respect to all the material terms (*Stonehill Capital Mgmt., LLC v. Bank of the West*, 45 N.Y.S.3d 864, 870 (2016)). The material terms of a contract are those terms that are necessary to lend an agreement enough detail for a court to enforce it (*Reyes v. Lincoln Auto. Fin. Servs.*, 861 F.3d 51, 58 (2d Cir. 2017) (applying New York law)). Whether there has been a meeting of the minds of the essential terms of a contract depends on the circumstances (*Benicorp Ins. Co. v. Nat’l Med. Health Card Sys., Inc.*, 447 F. Supp. 2d 329, 337 (S.D.N.Y. 2006) (applying New York law)). Parties may express their assent to enter into a contract by word, act, or conduct (see *Boves v. Aaron’s Inc.*, 2019 WL 1206698, at *3 (S.D.N.Y. Mar. 14, 2019) (applying New York law)). Courts look at the totality of the parties’ conduct under the circumstances and the objectives the parties were trying to

achieve in the contract (Stonehill Capital, 45 N.Y.S.3d at 870). Under New York law, courts measure the parties' intent to be bound by the objective manifestations of the intent of the parties as gathered by their expressed words and deeds (Kamel v. Ahgelian, 179 N.Y.S.3d 692, 693 (2d Dep't 2022)). For written contracts, the parties' intent to be bound is a question of law (223 Sam, LLC v. 223 15th St., LLC, 77 N.Y.S.3d 83, 85 (2d Dep't 2018)). The parties' signature typically establishes their intent to be bound by the contract (see, for example, WebMD LLC v. Aid in Recovery, LLC, 89 N.Y.S.3d 7, 8 (1st Dep't 2018); Curtis Props. Corp. v. Greif Cos., 628 N.Y.S.2d 628, 632 (1st Dep't 1995)). The "intent to be bound" analysis often overlaps with the "mutual assent" analysis because courts typically examine the parties' words, conduct, and acts to determine both elements. However, even if the parties intend to be bound by a contract, if there is no "meeting of the minds" on the material terms, the contract is unenforceable. Here, you did not review the terms of the NDAs prior to their alleged execution, you were not aware that you were signing the NDAs when you provided your signature, you had no intent to bind yourself to the terms of the NDAs, and the NDAs were presented in a language unfamiliar to you, absent translation or explanation. The Employer's failure to disclose the purpose of the signature page signed on January 31, 2018, coupled with the lack of discussion of the NDA terms, the absence of Employer's signature on the Documents, and your inability to comprehend the English-language terms, may be deemed procedurally unconscionable and negates any objective manifestation of agreement. The subsequent NDAs, which were modified and created a novation of each NDA that came before it (as further discussed in Clause 3(II)) without your knowledge, further demonstrate a lack of mutual understanding.

(II) Retroactive Enforcement. The NDAs cannot be enforced retroactively because the Employer backdated the NDAs to January 31, 2018, without your prior knowledge or consent, and provided no consideration for imposing obligations covering the ten-month period before you received the First NDA, or in the course of delivering each subsequent NDA. The First NDA, delivered on November 1, 2018, was backdated to January 31, 2018—the start of your employment—and purported to bind you to confidentiality obligations retroactively from January 2018 through November 2018. You were likewise unaware of the Second NDA or the Third NDA's existence until you were presented with these Documents on November 6, 2018, and February 27, 2023, respectively, and the

Employer provided no explanation or consideration for retroactive application. Even if the First NDA were to be considered a valid contract, under New York law, the parties to a contract may only modify it in one of the following ways: (i) in a writing executed by the parties to the contract; (ii) orally, if there is no written contract that precludes oral modifications; or (iii) by a course of performance that shows a meeting of the minds to modify the contract. A modification must include all elements of contract formation, including mutual assent and new consideration that supports the modification (*Estate of Anglin ex rel. Dwyer v. Estate of Kelley ex rel. Kelley*, 705 N.Y.S.2d 769, 772 (4th Dep't 2000)). New consideration is unnecessary when the modification is in writing and signed by the party against which it is sought to be enforced (N.Y. Gen. Oblig. Law § 5-1103; *GG Managers, Inc. v. Fidata Tr. Co.* New York, 626 N.Y.S.2d 488, 490 (1st Dep't 1995)). However, under New York law, a novation (a separate and new agreement between the parties that discharges an existing obligation and substitutes a new one (*Lambert v. Schiller*, 68 N.Y.S.3d 195, 197 (3d Dep't 2017))) is only valid if the new agreement expressly supersedes the previous agreement (*Health-Chem Corp. v. Baker*, 915 F.2d 805, 811 (2d Cir. 1990) (applying New York law)) and there is new consideration (*Am. Int'l Tel., Inc. v. Mony Travel Servs., Inc.*, 2001 WL 209918, at *6 (S.D.N.Y. Feb. 23, 2001) (applying New York law)). Although confidentiality agreements are sometimes put in place at a later date than the date they are actually drafted to memorialize a prior agreement, this is not the case with the Documents, as discussed above, where there was no oral agreement to bind Employee to the terms of the NDAs. Where there is the intent to deceive or mislead, backdating documents to impose obligations predating a party's awareness constitutes fraud because it involves misrepresentation and deception. The Employer's backdating of the Documents created a false appearance of prior agreement to either enter into each NDA and create a novation in the case of the Second NDA and Third NDA, which you could not have assented to given that you were not aware of the existence of any of the Documents until months after they were allegedly executed. The absence of any contemporaneous negotiation or compensation for retroactive terms renders such enforcement invalid.

(III) Lawfulness of Termination. Your termination likely violated New York law because such termination, among other reasons, was retaliatory (occurring only 25 days after you filed a discrimination complaint), the Employer failed to timely provide required

notices as required by N.Y. Labor Law § 195(6), and the termination relied on pretextual allegations of NDA breaches for conduct the Employer previously authorized. The Employer terminated your employment on November 27, 2018, citing your alleged violation of the Second NDA by “taking photographs and videos inside the home”—conduct that occurred before the Second NDA was delivered and which you performed at the Employer’s direction. The termination letter was issued 25 days later and failed to provide written notice of the termination date or benefit cessation. The termination followed a series of complaints on your working conditions, including an internal complaint submitted to Employer on or about November 2, 2018. N.Y. Labor Law § 195(6) mandates written termination notices within five working days of the separation detailing the effective date of the employee’s termination and the exact date their benefits, such as health and life insurance, will end. Further, the Domestic Workers’ Bill of Rights (N.Y. Lab. Law § 215) and Human Rights Law (N.Y. Exec. Law § 296) each prohibit retaliatory termination for protected complaints. The Employer’s reliance on post-complaint NDAs to justify termination for pre-existing conduct, combined with the failure to comply with N.Y. Lab. Law § 195(6)’s notice requirements, is likely to amount to unlawful retaliation. The timing and pretextual basis for termination further contravene statutory protections against workplace discrimination.

(IV) Fraud and Deceptive Practices. The Employer likely engaged in fraud and deceptive practices because they intentionally misrepresented the purpose of the First NDA, created modified NDAs with punitive terms (e.g., \$100,000 liquidated damages) only after you filed a protected complaint, and backdated documents to fabricate the appearance of prior agreement. The Employer misrepresented the signature page as pertaining to a salary agreement, backdated each NDA to January 2018 despite lack of contemporaneous agreement, and unilaterally inserted punitive terms (e.g., \$100,000 liquidated damages) into the Third NDA in 2023 without your consent. The Second NDA, delivered four days after your discrimination complaint was filed, similarly included provisions (e.g., photo/video restrictions) that were absent in prior versions. Under New York law, the five elements of a fraud claim must be shown by clear and convincing evidence: (1) a material misrepresentation or omission of fact (2) made by defendant with knowledge of its falsity (3) and intent to defraud; (4) reasonable reliance on the part of the plaintiff; and (5) resulting damage to the plaintiff. (*Schlaifer Nance & Co. v.*

Estate of Warhol, 119 F.3d 91, 98 (2d Cir.1997); Centro Empresarial Cempresa S.A. v. América Móvil, S.A.B. de C.V., 17 N.Y.3d 269, 276 (2011)). Fraud may also be based on a “material omission of fact.” (Mandarin Trading Ltd. v. Wildenstein, 16 N.Y.3d 173, 178 (2011)). Further, General Business Law § 349 prohibits “deceptive acts or practices” in commercial transactions. The Employer’s deliberate misrepresentation of the First NDA, coupled with the creation of modified NDAs to retroactively justify termination, likely satisfies the elements of fraud. The Employer’s pattern of unilaterally altering terms to your detriment, without notice or negotiation, further violates GBL § 349’s prohibition on deceptive conduct.

(V) Legal Remedies. You are entitled to seek to void the NDAs in a defense of a breach of contract claim and recover certain damages under New York law. The NDAs were presented under false pretenses, lack mutual assent, and were used to unlawfully terminate your employment. You further allege having suffered lost wages and benefits, emotional distress, reputational harm, and other damages due to the Employer’s actions. Regarding enforcement of the NDAs, courts may refuse to enforce unconscionable contracts or clauses (NY UCC § 2-302(1)). You may have a claim to injunctive relief to bar enforcement of the NDAs. As discussed elsewhere in this Clause 3, the NDAs’ procedural and substantive defects—including language barriers, unilateral modifications, and retaliatory timing—warrant voiding all three Documents. Regarding your potential employment law claims, available remedies for retaliation under New York law include reinstatement, back pay, compensatory damages, injunctive relief, and civil penalties as well as potentially liquidated damages and compensation for emotional distress (N.Y. Lab. Law § 215; N.Y. Exec. Law § 297). In some cases, the court may award attorney’s fees to the employee if they are successful in their lawsuit.

4. Exceptions. The opinions expressed above are qualified in their entirety and are subject to the following comments and limitations:

(a) Our opinions in Clause 3 of this opinion letter are based on our review of only those statutes, rules, and regulations that a New York lawyer exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Documents.

(b) We express no opinion as to the strength, validity, or success of any claims that may be made under the Generally Applicable Laws or remedies that may be granted thereunder, including those referenced in Clause 3(V) of this opinion letter.

(c) We express no opinion as to the enforceability of any provision of any Document which purports to limit the ability of a court to decide the extent to which any portion of such Document determined to be invalid may be severed from such Document.

(d) We express no opinion as to the enforceability of any provision of the Documents providing for the indemnification, release, disclaimers, waivers, releases, hold harmless provisions, or exculpation of any party insofar as such provisions may require indemnification, release, or exculpation, contributions or liquidated damages or other provisions for matters that violate statutory duties or public policy.

This opinion letter speaks only as of the date of this opinion letter and we express no opinion as to the laws of any jurisdiction other than the Generally Applicable Laws in effect as of the date of this opinion letter. We do not undertake, by delivery of this opinion, and we expressly disclaim any responsibility, to advise you of any change in any matter set forth herein, whether based on a change in law or a change in any fact relating to the Employee, Employer or any other person. This opinion is limited to the matters expressly stated herein and no opinions are to be inferred or may be implied beyond the opinions expressly set forth herein.

The opinions expressed herein are solely for your benefit and may not be quoted, distributed, or disclosed to any person without our prior written consent, except that copies of this opinion letter may be disclosed and provided to (i) governmental authorities, or (ii) pursuant to an order or legal process of any governmental authority.

Very truly yours,

Karina Maas

Loft Legal Consultant

EXHIBIT 9

Exhibit 231

*** Filed ***
02:57 AM, 23 Jul, 2025
U.S.D.C., Eastern District of New York

Hon. Sanket J. Bulsara
United States District Judge
United States District Court, Eastern District of New York
100 Federal Plaza, Courtroom 930
Central Islip, NY 11722 - Via ECF – Pro Se Office

Re: Case No. 20-CV-3361 (SJB)(AYS) Orrego v. Knipfing et al.

**LETTER MOTION TO VACATE ORDERS DATED JULY 8, 2025, UNDER FEDERAL
RULE OF CIVIL PROCEDURE 54(B), FOR RECUSAL OF DISTRICT JUDGE
BULSARA AND MAGISTRATE JUDGE SHIELDS FOR DUE PROCESS VIOLATIONS,
INCLUDING IGNORING DE [190], [194], [196], [199], AND [203], FOR LEAVE TO
FILE A SECOND AMENDED COMPLAINT TO INCORPORATE FRAUDULENT IME
REPORTS, MAY 14, 2025, LEGAL OPINION, ADDITIONAL NEW YORK STATE
LABOR LAW VIOLATIONS, DEPRIVATION OF MEDICAL TREATMENT, AND
RICO ENTERPRISE INVOLVING STATE AGENCIES, TO STAY PROCEEDINGS,
AND TO VACATE ANY SUMMARY JUDGMENT SCHEDULING ORDER**

Dear Hon. Judge Bulsara:

I, Lidia M. Orrego, Pro Se Plaintiff in *Orrego v. Knipfing et al.*, Case No. 20-cv-3361, respectfully submit this letter motion pursuant to Federal Rule of Civil Procedure 54(b), as supported by *Mallek v. Allstate Insurance Company*, No. 22-86 (Second Circuit, May 18, 2023), to vacate the Court's orders dated July 8, 2025, for recusal of District Judge Sanket J. Bulsara and Magistrate Judge Anne Y. Shields for violating my Fifth and Fourteenth Amendment due process rights by ignoring my motions, specifically DE [190] (filed March 13, 2025, Motion to Stay, Disqualify for Fraud, Perjury, Tampering, Preliminary Injunction, and Protective Order), DE [194] (filed May 9, 2025, Letter Motion for Pre-Motion Conference), DE [196] (filed June 17, 2025, Second Motion to Recuse Magistrate Judge Shields), DE [199] (filed June 30, 2025, Motion for Declaratory Relief), and DE [203] (filed July 8, 2025, Notice of Motion to Disqualify/Recuse and Vacate July 2, 2025, Order), for leave to file a Second Amended Complaint to incorporate newly discovered evidence of fraudulent Independent Medical Examination ("IME") reports by Jason



Hochfelder-First Choice Evaluations LLC, MD, and First Choice Evaluations LLC, the May 14, 2025, Legal Opinion confirming additional New York State Labor Law violations, the deprivation of medical treatment for my occupational disease, and a Racketeer Influenced and Corrupt Organizations Act enterprise involving state agencies, to stay proceedings, and to vacate any Summary Judgment scheduling order.

The Court's assertion that Summary Judgment is the appropriate vehicle to review fraud, falsification, new evidence, or a Second Amended Complaint is erroneous, obstructing my ability to present critical evidence unsuitable for Summary Judgment. These actions are necessary to ensure fairness and access to justice, as guaranteed by *Bounds v. Smith*, 430 U.S. 817, 821 (1977), and *Erickson v. Pardus*, 551 U.S. 89, 94 (2007). See annexed Exhibit 7.

I. Newly Discovered Evidence of May 14, 2025, Legal Opinion and Additional New York State Labor Law Violations

The May 14, 2025, Legal Opinion from Loft Legal confirms my ongoing employment with Defendants Kevin Knipfing and Stephanieanna James-Knipfing and establishes violations of New York State Labor Law Sections 190, 191, 195(6), 215, 652, 170, and 196-b, unsuitable for Summary Judgment due to their complexity. This evidence shows violations, including:

- Unpaid wages: \$408,000 (340 weeks at \$1,200 per week for 40 hours/week);
- Overtime: \$895,050 (19,890 hours over 40 per week at \$45 per hour);
- Sick leave: \$1,200 (40 hours);
- Health insurance: \$157,340 for fraudulent cancellation;
- Workers' compensation: \$39,500 for injuries reported on November 2, 2018. This

evidence, unavailable at the time of my Amended Complaint, filed October 19, 2020, necessitates vacatur of the July 8, 2025, orders and amendment of my complaint to reflect damages of \$1,501,090, as detailed in my July 7, 2025, Demand Letter. Summary Judgment is improper, as it

restricts my ability to present new evidence (*Foman v. Davis*, 371 U.S. 178, 182 (1962)). See annexed Exhibits 1, 7.

II. Request to Vacate July 8, 2025, Orders Under Federal Rule of Civil Procedure 54(b)

Under Federal Rule of Civil Procedure 54(b), this Court may revise non-final orders to correct errors or prevent injustice (*Mallek v. Allstate Insurance Company*, No. 22-86, at 4). I request vacatur of the following orders dated July 8, 2025:

- **Order Denying Submission of Voluminous Evidence:** The Court's order limits electronic file submissions to trial or Summary Judgment, directing filings via the Electronic Case Filing system (*Individual Practices Section II.D*). This violates my due process right to present evidence, including 26 audio recordings, 172 videos, 821 photographs, and over 6,000 pages. The Court's assertion that Summary Judgment is the appropriate vehicle to review fraud, falsification, or new evidence is erroneous, as Summary Judgment cannot address complex claims (*Foman v. Davis*, 371 U.S. at 182). In *Robinson v. De Niro et al.*, Case No. 19-cv-09156 (Southern District of New York), a Pro Se plaintiff submitted voluminous evidence via the Electronic Case Filing system or other means. The Court's refusal to provide a File Transfer Protocol link risks dismissal (*Bounds v. Smith*, 430 U.S. at 821). See annexed Exhibits 3, 7.

- **Order Denying Motions at Docket Nos. 190, 194, 196, 197, 198, 200:** The Court denied my motions, including DE [190], DE [194], DE [196], DE [199], and DE [200], threatening to suspend my Electronic Case Filing privileges. This obstructs my right to address fraud and new evidence. The Court's failure to rule on these motions since March 2025 and dismissal of Case Nos. 25-cv-00736 and 25-cv-00769, despite my financial hardship (\$40,197.95 debt, \$3,033 monthly expenses, \$1,630+ medical expenses), exploit my Pro Se status (*Boddie v. Connecticut*, 401 U.S. 371, 380 (1971)). See annexed Exhibits 4, 5, 7.

These orders are non-final under Federal Rule of Civil Procedure 54(b), and their revision is warranted to address ignored motions and new evidence impacting the Workers' Compensation Law Judge's March 5, 2021, decision. See annexed Exhibit 3.

III. Request for Recusal of Judges Bulsara and Shields

I request recusal of Judges Bulsara and Shields under 28 United States Code Section 455(a) for an appearance of bias (*Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868, 876 (2009)). Judge Bulsara's failure to address DE [190], DE [194], DE [196], DE [199], and DE [203] obstructs my right to a fair hearing on issues of fraud, perjury, and procedural errors (*Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)). Additional actions creating bias include:

- Ignoring motions addressing fraud and new evidence;
- Dismissing Case Nos. 25-cv-00736 and 25-cv-00769 despite in forma pauperis grants;
- Tolerating misrepresentation of a deceased defendant, Lewis Heller, from November 20, 2024, to April 4, 2025, in Case No. 23-cv-6507;
- Erroneously asserting that Summary Judgment is appropriate for complex claims. See annexed Exhibits 6 and 7. These actions violate my due process rights, necessitating reassignment to an impartial judge.

IV. Newly Discovered Evidence of Hochfelder-First Choice Evaluations LLC's Fraudulent Independent Medical Examination Reports, Cover-Up by State Officials, Deprivation of Medical Treatment, and Racketeer Influenced and Corrupt Organizations Act Enterprise

On July 20, 2025, I discovered evidence, filed October 16, 2024, in *Jason Hochfelder-First Choice Evaluations LLC MD v. New York State Workers' Compensation Board ("WCB")*, Index No. 72335/2024, confirming Dr. Jason Hochfelder-First Choice Evaluations LLC's authorization to perform IMEs was not renewed due to false reports since November 2020, including in my WCB Case No. G-2584330 (R. 30).

The WCB found Hochfelder-First Choice Evaluations LLC violated Workers' Compensation Law Section 13-d(2)(d) and Section 13-d(2)(f). His October 14, 2020, IME report, relied upon by Workers' Compensation Law Judge ("WCLJ") Barry Greenberg on March 5, 2021, to disallow my claim, falsely stated my injuries were not work-related, despite medical records from providers before and after my case.

The Attorney General's Memorandum details Hochfelder-First Choice Evaluations LLC's misconduct, including 28–34 daily examinations and simultaneous examinations, undermining report integrity. This affected multiple claimants, evidencing systemic fraud. The November 2, 2023, order in *Orrego v. Knipfing* was facilitated by a cover-up by **Attorney General Letitia James, Governor Kathy Hochul**, and State Agencies, who protected Hochfelder-First Choice Evaluations LLC, prejudicing my case. This led to deprivation of medical treatment for my occupational disease (confirmed November 5, 2019), worsening my condition and leaving unpaid provider bills. This fraud and Racketeer Influenced and Corrupt Organizations Act enterprise, involving state agencies and Pasternack's failure to file evidence, obstructed my claim. This evidence, unavailable in 2020, necessitates vacatur and amendment. Summary Judgment is improper, requiring discovery (*Foman v. Davis*, 371 U.S. at 182). See Exhibits 1, 3, 4, 5, 6.

The Attorney General Letitia James's audacious hypocrisy in citing my WCB Case **No. G-2584330** to expose Hochfelder's fraud, showing the same attorneys from Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, WCLJ Judge Barry Greenberg, and IME provider Jason Hochfelder engaged in coordinated misconduct, as evidenced by Westchester County Supreme Court documents. See Exhibit 5.

Exhibit H	Claimant (WCB Case No. G2584330) complaint regarding Petitioner dated October 27, 2020; Correspondence Between the Board and Petitioner regarding the complaint.	iv. 21 R. 29
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Additionally, Hochfelder was not entitled to a hearing or to be heard before his renewal application was denied as he has no property right in the renewal of his authorization and neither the WCL nor the Board's regulations provide for such a hearing. *Matter of Habib v. New York State Workers' Compensation Bd.*, 206 A.D.3d 1322, 1323-1324 (3d Dep't 2022). Regardless, Hochfelder had the opportunity to respond in writing to each complaint made against him by an injured worker and chose not to avail himself of that opportunity. In one instance, the Board informed him that his response was inadequate and requested additional information, which Hochfelder did not provide. *See* Faling Aff. ¶¶ 28-34; R. 29-31, 58-60. Even now, in seeking relief from the Court, Hochfelder fails to address these complaints in a substantive manner.

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18. On October 27, 2020, Claimant No. G2584330 filed a complaint with the Board regarding the Petitioner, alleging:

- Petitioner only examined the claimant for approximately 4 ½ minutes and did not complete a full examination. (R. 29-30).
- Petitioner submitted false statements that the claimant was walking without difficulty when she was walking with a limp. (R. 30).

As the administrative record demonstrates, on multiple occasions, the Board received detailed complaints from patients concerning Hochfelder's failure to conduct complete, thorough examinations. See Faling Aff. ¶¶ 27-34; R. 29 – 31, 53-55. On November 19, 2020, Hochfelder responded to a patient's detailed allegations of the inadequacy of the independent medical examination (R. 29-31) with a generic statement:

I fully deny these allegations. I always have and will continue to comply with my obligations as an independent medical examiner adhering to the professional standards which include, but are not limited to, providing a report which is unbiased, appropriate to the condition(s) being evaluated, and which accurately documents the reported history

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and clinical findings with sufficient information to answer the questions posed.

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First Choice Evaluations, LLC
2875 Union Road, Ste 8
Cheektowaga, NY 14227

 **FirstChoice**
EVALUATIONS
Phone: (800) 807-5831
Fax: (716) 626-4839

Kathy Dobson
Esis
PO Box 6566
Scranton, PA 18505

RE: Addendum
Case #: 1608447
File ID#:
Claim #: 1E01E012099680
Examinee: Ximena Espinoza
DOI: 4/20/2022
Insured: Component Assembly Systems

Pasternack Tilker Ziegler Walsh Stanton & Romano, LLP
180 Livingston Street
2nd Floor
Brooklyn, NY 11201

Workers Compensation Board- Binghamton
Workers' Compensation Board - Binghamton
P.O. Box 5205
Binghamton, NY 13902

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Results of Examination (continued)

Re: Ximena Espinoza

Addendum to the IME of: 01/13/2023.

I am asked to review a video and comment on the length of the exam. I did review a video that was uploaded that is approximately 5 minutes in length. The video does appear to start with us already in the room, and they do count the time from when the claimant is first called, as I do observe them walk into the room, so I do not have any independent recollection of this. It does appear that the time likely was shorter than 20 minutes, although sometimes claimants do start the videoing after the exam has started, and sometimes end it, and then will return with followup questions. However, it does appear that there may have been an error in filling out the times. This may have been due to a transcription error as I do not have a specific independent recollection of this exam.

Re: Application for Authorization Renewal

Dear Dr. Hochfelder:

The Medical Director's Office has received your application dated August 22, 2024, for renewal of your authorization to treat and perform independent medical examinations of injured workers. Upon review of your history, outlined briefly below, since your last application, the Workers' Compensation Board (Board) declines to grant your application for renewal of your authorization.

- 1. IME Complaint. Date of Exam 10/14/2020.** The claimant stated that your examination was incomplete and hence could not have supported the findings listed in your report.
- 2. IME Complaint. Date of Exam August 7, 2023.** The claimant stated that you did not perform a complete examination or ask the claimant to perform certain movements that were noted in your report. Additionally, the claimant stated that the facility where the examination was conducted failed to accommodate person with disabilities as it did not have a ramp (only a 6-inch step) or a handrail.
- 3. IME Complaint. Date of Exam November 16, 2023.** The claimant stated that you failed to appear for independent medical examinations which were scheduled for September 25, 2023 and October 30, 2023.

4. **IME Complaint. Dates of exams: June 10, 2022 and January 16, 2023.** The claimant, Ximena Espinosa, stated that you did not perform a thorough examination and did not accurately document her condition in your reports, resulting in a loss of benefits. Further investigation reveals that your reports and testimony were deemed to have little credibility according to the Workers' Compensation Law Judge Barry Greenberg per his Decision of October 20, 2023.
5. **Failure to Adequately Respond to Letters from the Medical Director's Office.** Regarding the complaint in paragraph #4 above, the Medical Director's Office wrote to you regarding these IME dates on June 21, 2024 and on August 6, 2024. Your response to the Board's letters inadequately addressed the claimant's complaints in violation of Workers' Compensation Law § 13-d(2)(f).

V. Request for Leave to File a Second Amended Complaint

I request leave to file a Second Amended Complaint under Federal Rule of Civil Procedure 15(a)(2) to incorporate Hochfelder-First Choice Evaluations LLC's fraudulent IME reports, the May 14, 2025, Legal Opinion, New York State Labor Law violations, deprivation of medical treatment for my occupational disease, and the Racketeer Influenced and Corrupt Organizations Act enterprise, causing damages of \$1,695,294.33, including:

- Unpaid wages: \$408,000;
- Overtime: \$895,050;
- Sick leave: \$1,200;
- Health insurance: \$157,340;
- Workers' compensation: \$39,500;
- Medical bills: \$194,294.33. These violations, supported by 26 audio recordings, 172 videos, 821 photographs, and over 6,000 pages, require amendment, as permitted in *Robinson v. De Niro et al.*. Summary Judgment is improper for these complex claims (*Foman v. Davis*, 371 U.S. at 182). See annexed Exhibits 1, 3, 4, 5, 6, 7.

VI. Request to Compel Defendants' Compliance with Pre-Trial Discovery

Defendants' counsel, GRSM, failed to respond to my discovery requests, violating Federal Rules of Civil Procedure 26 and 34, obstructing the authentication of evidence critical to my claims. The Court should compel compliance to ensure fair adjudication (*Cheney v. United States District Court*, 542 U.S. 367, 380 (2004)). See annexed Exhibits 1, 2, 3, 4.

VII. Additional Grounds for Relief

The Court's refusal to provide a File Transfer Protocol link violates my right to present evidence (*Erickson v. Pardus*, 551 U.S. at 94). Ignoring DE [190], [194], [196], [199], and [203] and relying on Summary Judgment for complex claims obstructs justice (*Rosa v. Doe*, 86 F.4th 1001, 1004 (Second Circuit, 2023)). I request:

- A File Transfer Protocol link for evidence submission.
- Pre-motion conferences for Case Nos. 20-cv-3361, 23-cv-6507, and 24-cv-7247;
- In forma pauperis status and vacatur of dismissals in Case Nos. 25-cv-00736 and 25-cv-00769;
- Rulings on DE [190], [194], [196], [199], and [203];
- A stay of proceedings and vacatur of any Summary Judgment scheduling order, as Summary Judgment is premature given new evidence requiring discovery and amendment, as argued in DE [194], filed May 9, 2025 (*Foman v. Davis*, 371 U.S. at 182). See annexed Exhibit 7.

VIII. Conclusion

I respectfully request that the Court:

- Vacate the July 8, 2025, orders under Federal Rule of Civil Procedure 54(b);
- Recuse Judges Bulsara and Shields under 28 United States Code Section 455(a);

- Grant leave to file a Second Amended Complaint;
- Compel GRSM to comply with discovery;
- Provide a File Transfer Protocol link.
- Schedule pre-motion conferences and rule on DE [190], [194], [196], [199], and [203];
- Grant in forma pauperis status and vacate dismissals in Case Nos. 25-cv-00736 and 25-cv-00769;
- Stay proceedings and vacate any Summary Judgment scheduling order, as argued in DE [194], filed May 9, 2025 (*Foman v. Davis*, 371 U.S. at 182).

Thank you for your guidance and consideration.

Respectfully submitted,

Dated: July 23, 2025
Rego Park, New York

/s/ Lidia M. Orrego
Lidia M. Orrego
Plaintiff Pro Se
95-08 Queens Blvd Apt. 3E
Rego Park, NY 11374
Phone: (347) 453-2234
Email: liorrego@gmail.com

Word Certification: This motion contains 1,749 words, in compliance with Eastern District of New York Local Rules.

Exhibits Attached:

- **Exhibit 1:** Demand Letter for Payment and Reopening of Workers' Compensation Board Case No. G2584330 (July 7, 2025)
- **Exhibit 2:** Stipulation Authentication Evidence, Defendants (July 17–18, 2025)
- **Exhibit 3:** NYSCEF Doc. [135], *Orrego v. Knipping*, Memorandum and Order (November 2, 2023); Jason Hochfelder-First Choice Evaluations LLC MD – First Choice Evaluations LLC - Independent Medical Examination “IME” Report (October 14, 2020); Workers' Compensation Law Judge Order (March 5, 2021)
- **Exhibit 4:** NYSCEF Doc. [21], Affidavit of James A. Tacci, M.D. (October 16, 2024)
- **Exhibit 5:** NYSCEF Doc. [23], Respondent's Memorandum of Law (October 16, 2024)
- **Exhibit 6:** Memorandum of Law in Opposition to Motion to Dismiss (July 21, 2025)
- **Exhibit 7:** Writ of Mandamus (July 16, 2025)

CC:

Magistrate Judge Anne Y. Shields
United States District Court, Eastern District of New York
100 Federal Plaza, Courtroom 930
Central Islip, NY 11722
Via NYSCEF

All the parties are registered in NYSCEF.

EXHIBIT 4

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

In the Matter of the Application of

JASON HOCHFELDER, M.D.,

Petitioner,

AFFIDAVIT IN
OPPOSITION TO VERIFIED
PETITION

For a judgment under article 78 of the CPLR

Index No. 72335/2024

– against –

THE NEW YORK STATE WORKERS’
COMPENSATION BOARD,

Respondent.

JAMES A. TACCI, M.D., J.D., M.P.H, affirms this 16th day of October, 2024, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the following is true, and I understand that this document may be filed in an action or proceeding in a court of law:

1. I am the Medical Director of the Workers’ Compensation Board (“WCB” or “Board”). I oversee medical issues at the Board, with a key focus on ensuring high quality care and outcomes for injured workers. My Curriculum Vitae is attached herewith as “Exhibit A”. As is relevant here I am Board Certified in occupational medicine. My other responsibilities at the Board include advising on the Board’s Medical Treatment Guidelines (“MTGs”), NYS Workers’ Compensation Drug Formulary and Medical Fee Schedules for provider reimbursement; issuing medical opinions for complicated, disputed workers’ compensation cases; providing expertise to Board leadership on important medical subjects; and helping direct training for Board-authorized providers.

2. I submit this affidavit in opposition to the Verified Petition seeking to annul the Workers' Compensation Board's denial of the petitioner's application to renew their authorization to treat injured workers and to perform independent medical examinations in the New York State workers' compensation system.

3. By way of background, the Independent Medical Examination (IME) is an evaluation permitted under the law, as a means for either party (typically the insurer) to document an opinion regarding causal relationship, appropriateness of treatment, or degree of impairment in a workers' compensation claim. The examiner does not provide treatment, has no doctor-patient relationship with the injured worker and should have no professional relationship with the injured worker's treating health care providers.

4. The Workers' Compensation Law Judge (WCLJ) assigned to a case takes all related medical reports into consideration when rendering a decision. This includes the IME report and any medical reports filed by the claimant's treating physicians.

5. The fair and reasonable adjudication of a workers' compensation case depends on the integrity of the evidence available to the WCLJ, including accurate and complete IME reports, whenever an IME is obtained. As such, the integrity of virtually every workers' compensation claim with an IME, is dependent on the submission of an accurate report documenting the same.

6. As a result of several complaints from injured workers regarding the accuracy of Dr. Hochfelder's IME reports, the Board undertook a review and investigation of Petitioner's IME practices and discovered that on certain days, Petitioner was conducting an excessive number of IMEs, such that he could not possibly perform complete IMEs, and that he was also reporting that he was conducting IMEs on different claimants during the same time periods.

7. On December 18, 2023, Petitioner reported he completed 30 IMEs, which in and of itself is a large number of IMEs in a given day, and does not necessarily permit an extensive amount of time for the examiner to spend with the examinee, as these exams are typically performed during regular business hours. Moreover, review of the records reflect that Petitioner reported (under penalty of perjury) that he was conducting IMEs on the following claimants at the same time:

- Petitioner reported he was conducting an IME on Claimant No. G3585752 (9:15 A.M. – 9:52 A.M.) at the same time as he reportedly was conducting an IME on Claimant No. G3322443 (9:38 A.M. – 9:48 A.M.). (R. 62-79).
- Petitioner reported he was conducting an IME on Claimant No. G3673262 (12:55 P.M. – 1:06 P.M.) at the same time as he reportedly was conducting an IME on Claimant No. G3525819 (1:00 P.M. – 1:10 P.M.). (R. 196-208).
- Petitioner reported he was conducting an IME on Claimant No. G2995690 (2:00 P.M. – 2:07 P.M.) at the same time as he reportedly was conducting an IME on Claimant No. G3638638 (2:00 P.M. – 2:19 P.M.). (R. 236-247).
- Petitioner reported he was conducting an IME on Claimant No. G2933311 (2:15 P.M. – 2:25 P.M.) at the same time as he reportedly was conducting an IME on Claimant No. G3324646 (2:15 P.M. – 2:25 P.M.) and at the same time as he reportedly was conducting an IME on Claimant No. G3352576 (2:20-2:30 P.M.) (R. 248-299).

8. On March 4, 2024, the Petitioner reported he conducted 29 IMEs, which is once again, in and of itself, a large number of IMEs in a given day, and does not necessarily permit an extensive amount of time for the examiner to spend with the examinee, as these exams are typically performed during regular business hours. Again, review of the records reflected Petitioner reporting he was conducting IMEs simultaneously on different Claimants during the same time period:

- Petitioner reported he was conducting an IME on Claimant No. G3457108 (11:26 A.M. – 11:34 A.M.) at the same time as he reportedly was conducting an IME on Claimant No. G3624412 (11:30 A.M. –

11:50 A.M.), while he was also reportedly conducting an IME on Claimant No. G3673233 (11:36 A.M. to 11:45 A.M.). (R. 425-447).

9. On April 1, 2024, the Petitioner also reported he completed 30 IMEs. Again, review of the records reflected Petitioner reporting that he was conducting IMEs simultaneously on different Claimants during the same time period:

- Petitioner reported he was conducting an IME on Claimant No. G2938596 (9:15 A.M. – 9:25 A.M.) at the same time he was reportedly conducting an IME on Claimant No. G3747507 (9:20 A.M. – 9:30 A.M.). (R. 612-624).
- Petitioner reported he was conducting an IME on Claimant No. G2855874 (11:30 A.M. – 11:38 A.M.) at the same time he was reportedly conducting an IME on Claimant No. G3762646 (11:35 A.M. – 11:45 A.M.). (R. 717-731).

10. On April 29, 2024, the Petitioner reported he completed 28 IMEs. Review of the records reflected Petitioner reporting that he was conducting IMEs simultaneously on different Claimants during the same time period:

- Petitioner reported he was conducting an IME on Claimant No. G3537974 (11:20 A.M. – 11:30 A.M.) at the same time he was reportedly conducting an IME on Claimant No. G3297997 (11:25 A.M. – 11:35 A.M.). (R. 946-963).
- Petitioner reported he was conducting an IME on Claimant No. G3742136 (2:00 P.M. – 2:10 P.M.) at the same time he was reportedly conducting an IME on Claimant No. G3741706 (2:05 P.M. – 2:15 P.M.). (R. 1053-1064).
- Petitioner reported he was conducting three IMEs during the same time period, reporting he conducted an IME on Claimant No. G3551759 (2:15 P.M. – 2:25 P.M.), Claimant No. G3774123 (2:20 P.M. – 2:30 P.M.), and Claimant No. G3796301 (2:20 P.M. to 2:30 P.M.). (R. 1065-1084).

11. On May 13, 2024, the Petitioner reported he completed 28 IMEs. Review of the records reflected Petitioner reporting that he was conducting IMEs simultaneously on different Claimants during the same time period:

- Petitioner reported he was conducting an IME on Claimant No. G3210290 (10:20 A.M. – 10:30 A.M.) at the same time he was reportedly conducting an IME on Claimant No. G3573650 (10:20 A.M. – 10:27 A.M.). (R. 1148-1166).

12. Most egregiously, on July 8, 2024, the Petitioner reported he completed 34 IMEs. Review of the records again revealed Petitioner reporting that he was conducting IMEs simultaneously on different Claimants during the same time period:

- Petitioner reported he was conducting an IME on Claimant No. G3322505 (10:00 A.M. – 10:20 A.M.) at the same time he was reportedly conducting an IME on Claimant No. G3827616 (10:00 A.M. – 10:08 A.M.). (R. 1417-1427).
- Petitioner reported he was conducting an IME on Claimant No. G3380568 (12:00 P.M. – 12:08 P.M.) at the same time he was reportedly conducting an IME on Claimant No. G3608335 (12:00 P.M. – 12:15 P.M.). (R. 1488-1495).
- Petitioner reported he was conducting an IME on Claimant No. G3828459 (12:25 P.M. – 12:35 P.M.) at the same time he was reportedly conducting an IME on Claimant No. G3773834 (12:30 P.M. – 12:40 P.M.). (R. 1516-1528).

13. As the foregoing examples illustrate, Dr. Hochfelder has at times, claimed to have performed in excess of 30 complete IMEs in a single day. Under § 137 of the New York State Workers' Compensation Law, "Independent medical examinations shall be performed during regular business hours." In an eight-hour day, thirty examinations average out to 3.75 each hour, or an average of 16 minutes per examination, assuming the examiner took few or no breaks. The actual data reviewed by the Board shows a typical day of IMEs performed by Dr. Hochfelder to last approximately six (6) hours, or five (5) exams per hour, for an average of twelve (12) minutes per IME. In addition, Dr. Hochfelder's IME reports reflect that his IMEs often run right up against each other with no break (ending one at 12:30 P.M., starting the next one at 12:30 P.M. etc.) when typically there are breaks in the daily schedule, indicating that Dr. Hochfelder actually spent less

time with each examinee. Brief IMEs are the source of frequent complaints by examinees, and undermine their confidence in the fairness and validity of the system. Additionally, it stands to reason that the less time an examiner spends with an examinee, the less thorough and accurate of a history, examination and report that will be generated by the IME.

14. The assertions herein are corroborated by the evidence noted above that Dr. Hochfelder was submitting IME reports which reported he was performing IMEs on multiple claimants at the same time. The submission of each of these false IME reports constitutes independent violations of Workers' Compensation Law § 13-d(2)(d), and taken in aggregate, demonstrate a pattern of fraudulent behavior and wanton disregard for the Workers Compensation Law that can only be construed as intended to abuse the Board's IME system.

15. Based on the foregoing, the Board's investigation found that Petitioner committed several violations of the WCL, which is removable conduct under WCL § 13-d(2). As such, the Board determined it was in the best interests of New York State's injured workers to deny Petitioner's renewal application to treat injured workers and perform IMEs.

Dated: October 16, 2024

KIMBERLY A. SMITH
Notary Public, State of New York
No. 015845101043
Qualified in Monroe County
Commission Expires October 20, 2026

By: 
JAMES A. TACCI, M.D., J.D., M.P.H.
NYS Workers' Compensation Board
Medical Director
130 W. Main Street
Rochester, NY 14614

Sworn to before me this
16th day of October, 2024

Notary Public

Kimberly A Smith

Statement of Compliance

In accordance with Rule 202.8 of the Uniform Rules for the Supreme and County Courts (22 NYCRR § 202.8-b), the undersigned certifies that the word count in the foregoing document (excluding the caption, table of contents, table of authorities, signature block, and this certification) as established using the word count on the word-processing system used to prepare it, is 1,721 words.

Dated: White Plains, New York
October 16, 2024

Terrance K. DeRosa

Terrance K. DeRosa
Assistant Attorney General

EXHIBIT 5

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

In the Matter of the Application of

JASON HOCHFELDER, M.D.,
Petitioner,

For a Judgment Pursuant to Article 78 of the New
York Civil Practice Law and Rules

-against-

THE NEW YORK STATE WORKERS'
COMPENSATION BOARD,

Respondent.

Index No. 72335/2024
Hon. Maurice Dean Williams

Respondent's Memorandum of Law in Opposition

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Preliminary Statement

The Workers’ Compensation Law (WCL) requires all medical providers—with certain inapplicable exceptions—be authorized by the Workers’ Compensation Board (the Board) to treat and conduct independent medical examinations (IMEs) of injured workers. WCL § 13-b; 12 NYCRR § 323.1. Every authorized provider must apply to renew their authorization “within 30 days of their license renewal with the New York State Education Department.” 12 NYCRR § 323.1(g).

Petitioner Jason Hochfelder was initially authorized to treat injured workers on August 13, 2015, and conduct IMEs in August 2017. *See* Affirmation of Christopher Faling ¶¶ 9-10. On September 20, 2024, ten days before his authorization expired, Hochfelder applied to renew his authorization as required. *Id.* at ¶ 38. The Board denied his application on September 23, 2024, following multiple complaints from injured workers over the inadequate and cursory nature of the IMEs that Hochfelder performed and the Board’s investigation into Hochfelder’s IME practices.

The Board’s investigation—prompted by the injured workers’ complaints—found that Hochfelder routinely reported conducting approximately 30 different IMEs in a single day. *Id.* at ¶¶ 19-24. On six different days, several IMEs were reportedly conducted simultaneously with the examination of another patient. For example, on December 18, 2023, Hochfelder reported several instances in which he examined different injured workers at the same time, and even reported examining three injured workers during the same short time period (2:15 – 2:30 pm). *Id.* at ¶ 19.

Based upon these findings and Hochfelder’s inadequate responses to the injured worker complaints, the Board denied his application to renew his authorization to examine and treat injured workers.

Hochfelder commenced this proceeding seeking not only to vacate and annul the Board’s determination, but a preliminary injunction staying the enforcement of the Board’s denial so he can continue to treat and examine injured workers. However, Hochfelder has not established any of the prerequisites supporting the extraordinary relief of an injunction.

Accordingly, this Memorandum of Law, along with the Affidavit of Christopher Faling, the Affidavit of James A. Tacci, M.D., J.D., M.P.H., the Respondent’s Verified Answer and Return, all of which are incorporated herein by reference, is submitted in opposition to Hochfelder’s motion for a preliminary injunction and to the Petition, both of which should be denied in their entirety.

Statement of the Case

The Court is respectfully referred to the Faling and Tacci Affidavits for the legal and factual background.

Argument

Point 1:

Hochfelder failed to demonstrate his entitlement to a preliminary injunction.

Hochfelder’s request for a preliminary injunction must be denied because he failed to demonstrate that any of the prerequisite elements weigh in his favor or that extraordinary circumstances exist justifying injunctive relief.

Injunctive relief is a drastic remedy to be used sparingly. *Bd. of Mgrs. of Wharfside Condominium v. Nehrich*, 73 A.D.3d 822 (2d Dep’t 2010); *Kuttner v. Cuomo*, 147 A.D.2d 215, 218 (3d Dep’t 1989). To carry his burden to that drastic relief, Hochfelder must establish by clear and convincing evidence: “(1) a likelihood of success on the merits, (2) irreparable injury absent a preliminary injunction, and (3) a balancing of the equities in [his] favor.” *Nehrich*, 73 A.D.3d at 824; *County of Suffolk v. Givens*, 106 A.D.3d 943, 944 (2d Dep’t 2013); *see also John G. Ullman & Assoc., Inc. v. BCK Partners, Inc.*, 139 A.D.3d 1358, 1358 (4th Dep’t 2016). All three elements must be satisfied. *E.g. Delphi Hospitalist Servs. LLC v. Patrick*, 163 A.D.3d 1441, 1443 (4th Dep’t 2018) (“[i]nasmuch as plaintiff failed to establish one of the three required elements for a preliminary injunction, we see no need to address the merits of the other two required elements”). Even if Hochfelder presents clear and convincing evidence of those three elements, the application must be denied unless he has also shown the presence of extraordinary circumstances. *Nehrich*, 73 A.D.3d at 824. If the court were to issue an injunction without a showing of extraordinary circumstances, a preliminary injunction would be nothing more than a mechanism allowing litigants to secure, at the outset of a proceeding, the ultimate relief sought. *Id.*

A. There is no likelihood of success on the merits.

“To sustain [his] burden of demonstrating a likelihood of success on the merits, [Hochfelder] must demonstrate a clear right to relief which is plain from the undisputed facts.” *Matter of Related Props., Inc. v. Town Bd. of Town/Vil. of Harrison*, 22 A.D.3d 587, 590 (2d Dep’t 2005). *See also Bilgre v. N. Shore Tower Apts., Inc.*, 228 A.D.3d 814, 814-815 (2d Dep’t 2024). Hochfelder does not come close to demonstrating by clear and convincing evidence a likelihood of success on the merits.

As an initial matter, Hochfelder does not have a clear legal right to the renewal of his authorization to treat injured workers or conduct IMEs. It is settled law that wholly discretionary licensing determinations such as the provider authorization process at issue here (*see* p. 13 - 15, *infra*) do not convey any cognizable right to either an initial license or its renewal. *See e.g., Matter of Daxor Corp. v. State of N.Y. Dep’t of Health*, 90 N.Y.2d 89 (1997).

This is especially true, where, as here, the Board’s investigation concluded that Hochfelder made false statements or misrepresentations in his IME reports in violation of WCL § 13-d(2)(d) and failed to properly respond to the Board’s inquiries into complaints received from injured workers he examined in violation of WCL § 13-d(2)(f). As established below, those investigatory findings constitute a rational basis for the denial of Hochfelder’s renewal application. *See infra.* at 9 - 13; *Faling Aff.* ¶¶ 13 – 26; *Tacci Aff.* ¶¶ 7-15.

Additionally, Hochfelder was not entitled to a hearing or to be heard before his renewal application was denied as he has no property right in the renewal of his authorization and neither the WCL nor the Board's regulations provide for such a hearing. *Matter of Habib v. New York State Workers' Compensation Bd.*, 206 A.D.3d 1322, 1323-1324 (3d Dep't 2022). Regardless, Hochfelder had the opportunity to respond in writing to each complaint made against him by an injured worker and chose not to avail himself of that opportunity. In one instance, the Board informed him that his response was inadequate and requested additional information, which Hochfelder did not provide. *See Faling Aff.* ¶¶ 28-34; R. 29-31, 58-60. Even now, in seeking relief from the Court, Hochfelder fails to address these complaints in a substantive manner.

B. Hochfelder will not suffer irreparable harm.

To demonstrate irreparable harm absent an injunction, Hochfelder must establish that he will suffer a noneconomic injury (*Di Fabio v. Omnipoint Communications, Inc.*, 66 A.D.3d 635, 637 [2d Dep't 2009]) as "[e]conomic loss, which is compensable by money damages, does not constitute irreparable harm" (*Edcia Corp. v. McCormack*, 44 A.D.3d 991, 994 [2d Dep't 2007]). Hochfelder is required to provide factual evidence to demonstrate his irreparable injury. Merely asserting in conclusory fashion that he would be irreparably harmed without the injunction is insufficient. *See Neos v. Lacy*, 291 A.D.2d 434, 435 (2d Dep't 2002) (finding plaintiff's bare conclusory allegations without sufficient proof did not establish irreparable harm); *Benjamin Kurzban & Son, Inc. v. Bd. of Educ.*, 129 A.D.2d 756, 757 (2d Dep't

1987) (finding that an attorney’s affirmation without financial statements or other supporting evidence did not meet plaintiff’s burden); *Violi v. N.Y.S. Dep’t of Motor Vehs.*, 15 Misc.3d 1044, 1053 (Sup. Ct. Westchester Co. 2007) (attorney’s assertions, without any factual support, that petitioner “critically needs his driver’s license to engage in his practice of law” did not demonstrate irreparable injury).

Hochfelder identifies three sources of potential harm: (1) he will experience financial harm by loss of income if the injunction is not granted; (2) that the claimants will be negatively affected as there would be a delay in their care and benefits; and (3) harm to his reputation. Hochfelder Affirmation ¶¶ 18-20. None of this harm is irreparable.

First, any lost income Hochfelder would lose in the absence of an injunction is the exact harm the Second Department found not to be irreparable in *Edcia Corp.*, 44 A.D.3d at 994. And, unlike *Edcia Corp.*, whose business only engaged in the licensed activity, workers’ compensation patients are not the only source of income for Hochfelder as the Board’s decision has no impact on his medical license or his ability to treat non-workers’ compensation patients. *See* Hochfelder Affirm. ¶ 7 (“I currently work with Northwell Health as an Orthopedic Surgeon”) and ¶ 8 (explaining that he works with two vendors—neither of which are associated with Northwell Health—when he sees workers’ compensation patients).

As to Hochfelder’s second argument concerning the continuation of care, there are a large number of orthopedic surgeons in the geographic areas in which he practices that could provide care to his current workers’ compensation claimants.

Hochfelder alleges he maintains his offices in Westchester County. The Board has a search engine on its website to allow individuals to search for authorized providers based on specialty and geographic region so that if they wanted to search for an alternative provider they have the ability to do so.¹ A search undertaken on the Board's website revealed approximately 147 Board authorized orthopedic surgeons in Westchester County, New York. An additional search revealed 24 orthopedic surgeons in Westchester County who are Board authorized to conduct IMEs. Hochfelder's patients would not be abandoned as the Board's Medical Director's office will work with him on a concrete transition plan for his patients as was set forth in the Board's email correspondence to his attorney on October 3, 2024.

Finally, Hochfelder alleges that without a preliminary injunction he will suffer harm to his reputation if not allowed to treat workers' compensation claimants. However, absent extraordinary circumstances, damage to reputation does not constitute irreparable harm for the purposes of injunctive relief. *Mabry v. Neighborhood Defender Serv., Inc.*, 88 A.D.3d 505 (1st Dept 2011) (citing *Stewart v. U.S. Immigration and Naturalization Serv.*, 762 F.2d 193, 199-200 [2d Cir. 1985]). Furthermore, the Board has not published Hochfelder's application rejection. As such, his colleagues and patients would not be aware of the reason that he is not currently authorized to treat workers' compensation claimants or perform IMEs—the result of unlawful conduct under the WCL.

¹ The search engine is accessible at <https://www.wcb.ny.gov/HealthCareProviderSearch/?submitHome=Search+for+Health+Care+Provider+or+IME> (last accessed Oct. 10, 2024).

C. The equities do not balance in Hochfelder's favor.

To demonstrate that the equities balance in his favor, Hochfelder must show “that the irreparable injury to be sustained is more burdensome to [him] than the harm caused to [the respondent] through imposition of the injunction.” *McLaughlin, Piven, Vogel, Inc. v. W.J. Nolan & Co.*, 114 A.D.2d 165, 174 (2d Dep’t 1986); *see also Lombard v. Statio Square Inn Apartments Corp.*, 94 A.D.3d 717 (2d Dep’t 2012). “In considering this element ... the courts must weigh the interests of the general public as well as the interests of the parties to the litigation.” *Eastview Mall, LLC v. Grace Holmes, Inc.*, 182 A.D.3d 1057, 1059 (4th Dep’t 2020); *see also De Pina v. Educ. Testing Serv.*, 31 A.D.2d 744, 745 (2d Dep’t 1969).

The equities do not balance in Hochfelder's favor. First, as previously established, Hochfelder has not shown a likelihood of succeeding on the merits of his petition. Second, “the absence of irreparable harm tips the equities in favor of [the Board] and against the grant of a preliminary injunction.” *JY Not So Common L.P. v. P & R Bronx, LLC*, 79 Misc.3d 626, 641 (Sup Ct Bronx County 2023).

Finally, the Board denied Hochfelder's re-authorization to preserve the integrity and prevent abuse of the IME system which is part of the Board's statutory charge (*see* WCL § 140-142; Faling Aff. ¶ 4) and also critical to the proper functioning of the workers' compensation system. Tacci Aff. ¶¶ 5-15. As Dr. Tacci explains, the workers' compensation system depends on the accuracy and integrity of the IME reports because they are used to assess key aspects of an injured workers' injuries. *Id.* at ¶¶ 3-5, 13. If the court “re-authorizes” Hochfelder, it would be voiding a lawful

and valid decision by the Board to protect injured workers by refusing to authorize a provider it knows to have engaged in unlawful conduct and interfere with the Board's statutory mandate to protect the rights of injured workers by ensuring the proper delivery of benefits by promoting compliance with the law.

Point 2:
The Respondent's determination is rational and must be confirmed.

Not only should the Court deny Hochfelder's motion for injunctive relief, it should also deny the Petition and confirm the Board's determination. Contrary to Hochfelder's argument, the Board's determination is a valid exercise of its discretion and is based upon its investigation into his misconduct.

A. Standard of Review

The court's review is limited to determining whether the challenged determination is arbitrary and capricious, an abuse of discretion, or affected by an error of law. CPLR § 7803(3); *e.g. Matter of Peckham v. Calogero*, 12 N.Y.3d 424, 431 (2009). A determination is arbitrary and capricious when it is taken without sound basis in reason or without regard to the facts. *Id.*

"[Petitioner] bears a heavy burden of proof, for which conclusory allegations and speculative assertions will not suffice." *Matter of Razzano v. Remsenburg-Speonk UFSD*, 162 A.D.3d 1043, 1045 (2d Dep't 2018). The Court must defer to the agency's interpretation of its own governing statutes and regulations when the agency acts within its particular area of expertise. *See Matter of New Surfside Nursing Home, LLC v. Daines*, 103 A.D.3d 637, 639 (2d Dep't 2013) *aff'd* 22 N.Y.3d 1080 (2014). Upon

finding a rational basis to support the determination, the court must sustain the determination even if it would have reached a different result. *Matter of Peckham*, 12 N.Y.3d at 431.

B. The denial of Hochfelder’s renewal authorization is rational.

Under 12 NYCRR § 323.1(f) the Board may “reject applications for authorization or remove a provider from the list of authorized providers if information in the application is omitted, inaccurate or false.” Conduct constituting grounds for removal of an authorized provider is also an appropriate basis for denying an application for authorization or renewal. *See Matter of Habif*, 206 A.D.3d at 1325, n 3.

1. Hochfelder’s inadequate responses to complaints.

Here, the complaints the Board received from injured workers examined by Hochfelder and his cursory response to them support the Board’s conclusion that he violated WCL § 13-d(2)(f).

As the administrative record demonstrates, on multiple occasions, the Board received detailed complaints from patients concerning Hochfelder’s failure to conduct complete, thorough examinations. *See* Faling Aff. ¶¶ 27-34; R. 29 – 31, 53-55. On November 19, 2020, Hochfelder responded to a patient’s detailed allegations of the inadequacy of the independent medical examination (R. 29-31) with a generic statement:

I fully deny these allegations. I always have and will continue to comply with my obligations as an independent medical examiner adhering to the professional standards which include, but are not limited to, providing a report which is unbiased, appropriate to the condition(s) being evaluated, and which accurately documents the reported history

and clinical findings with sufficient information to answer the questions posed.

R.33.

Hochfelder provided a similarly vague response to a patient complaint on June 28, 2024 (R 58), and again on August 16, 2024 (R 60) despite a letter from the Board on August 6, 2024, which informed Hochfelder that his June 28 letter was inadequate (R 59).

In his affirmation, Hochfelder states that he was “unaware of the circumstances of the examinations, as both took place over one (1) year before I received the letter from the Medical Director’s Office and I had no independent recollection of the circumstances or details of same.” Hochfelder Affirm. ¶ 10. Omitted from Hochfelder’s affirmation is any explanation for his failure to convey this to the Board in his response to the complaints, or why he was unable to review and use the patients’ medical records to formulate a response. Hochfelder’s inability to recall the specific circumstances of the examinations underscores the importance of accurate records. *See also* Tacci Aff. ¶¶ 4-6, 13.

Further, Hochfelder fails to explain how a hearing or other opportunity to respond in person would repair his memory. Simply put, the Board’s reliance on the complainant’s recounting of the IMEs was rational in the absence of any countervailing explanation from Hochfelder.

2. The fraudulent IME reports.

The Board’s conclusion that Hochfelder fraudulently submitted IME reports in violation of WCL § 13-d(2)(d) is borne out by its investigation and review of those reports. As the Faling and Tacci affidavits explain, the reports establish that on December 18, 2023, March 4, April 1 and 29, May 13, and June 8, 2024, Hochfelder

reported conducting between twenty-eight and thirty-four IMEs in a single day. Faling Aff. ¶¶ 23-28; Tacci Aff. ¶¶ 7-12; R. 62-79, 196-208, 236-299, 425-447, 612-624, 713-731, 946-963, 1053-1084, 1148-1166, 1417-1427, 1488-1495, 1516-1528. The reports also confirm that on each of those dates, Hochfelder conducted IMEs on two or even three injured workers at the same time. *Id.*

Hochfelder characterizes the time reported in these IMEs as “clerical error[s]” (Petitioner’s Mem. of Law in Supp. at 8 [NYSCEF Doc No. 14]; Hochfelder Affirm. ¶ 17 [NYSCEF Doc No. 3]). But he fails to substantiate this assertion with any evidence which only calls into further question the accuracy and integrity of his IME reports.

Hochfelder’s minimization of the IME reports documenting multiple examinations occurring at the same time as “clerical error[s]” fails to account for the fact that his IME reports are made under the penalty of perjury and that the making of false statements in his reports is grounds for removal of his authorization (*see* WCL § 13-d[2][d]; 12 NYCRR § 300.2[e]). *Cf. Matter of Crossfield v. Schuyler County*, 151 A.D.3d 1448 (3d Dep’t 2017) (affirmation on employment application that statements were true supported inference applicant intended to commit fraud); *Matter of Sidoti v. State Bd. of Professional & Med. Conduct*, 55 A.D.3d 1162, 1166 (3d Dep’t 2008) (evidence that petitioner failed to conduct examinations he documented on patient charts supported charge that petitioner failed to maintain accurate medical records); *Matter of Martin v. Connelie*, 97 A.D.2d 895 (3d Dep’t 1983) (petitioner’s false report

of being sick supported charge of causing a false entry to be made in State Police records).

Moreover, Hochfelder misplaces reliance on *Matter of Liguori v. Weiss*, 24 Misc.3d 1217(A), 2009 NY Slip Op 51508(U) (Sup Ct Albany County May 21, 2009) because that case concerned the provider’s removal from the list of authorized providers, not the denial of a renewal application. As the Third Department explained in *Matter of Habif*, the WCL and the Board’s regulations “distinguish between denying a provider’s initial or renewal application for authorization to treat workers and removing a provider from the list of authorized providers during the course of his or her term.” *Matter of Habif*, 206 A.D.3d at 1323.

C. The denial did not violate Hochfelder’s due process rights.

Contrary to Hochfelder’s argument, he was not denied due process (Petition ¶¶ 5, 7) because the decision to renew his authorization to treat injured workers is wholly discretionary and does not convey a property interest within the meaning of the Due Process Clauses of the Fifth or Fourteenth Amendments.

“Procedural due process imposes constraints on governmental decisions which deprive individuals of ‘liberty’ or ‘property’ interests within the meaning of the Due Process Clause of the Fifth or Fourteenth Amendments.” *Matthews v. Eldridge*, 424 U.S. 319, 322 (1976).

To have a property interest in a benefit, a person clearly must have more than an abstract need or desire for it. He must have more than a unilateral expectation of it. He must, instead, have a legitimate claim of entitlement to it ... Property interests, of course, are not created by the Constitution. Rather, they are created and their dimensions are defined by existing rules or understandings that stem from an independent

source such as state law—rules or understandings that secure certain benefits and that support claims of entitlement to those benefits.

Matter of Daxor Corp., 90 N.Y.2d at 98 (quoting *Bd. of Regents v. Roth*, 408 U.S. 564, 577 [1972]).

“In considering whether a legitimate claim of entitlement, or right, is granted by State law, ‘the focus is on the relevant statutes, regulation, or contract establishing eligibility for the benefit at issue.’” *Id.* (quoting *Matter of Medicon Diagnostics Labs. v. Perales*, 74 N.Y.2d 539, 545 [1989]). “[C]entral to this analysis is whether the law accords discretion to the authority: property interests do not arise in benefits that are wholly discretionary.” *Matter of Daxor Corp.*, 90 N.Y.2d at 98.

Here, the WCL requires any provider desiring to treat injured workers or conduct IMEs of injured workers to apply to the Board for authorization. WCL §§ 13-b(3), 13-k, 13-l, 13-m; 12 NYCRR §§ 300.2(b)(2), 323.1. The WCL delegates complete discretion to the Board to determine such applications. *See e.g.* 12 NYCRR § 323.1(e) (“Receipt of the completed application by the Board does not indicate that a provider has been authorized”). That complete discretion precludes a finding that Hochfelder has a property interest in the renewal of his authorization. While the due process clause requires a hearing where a license is to be suspended or revoked, no such hearing is required before a renewal application is denied. *See e.g., Matter of Daxor Corp.*, 90 N.Y.2d at 97-98; *Matter of Fleming v. KidsPeace Nat. Ctrs.*, 94 A.D.3d 1412, 1412-1413 (4th Dep’t 2012); *Matter of M.S.B.A. Corp. v. Markowitz*, 23 A.D.3d 390, 391 (2d Dep’t 2005).

Further, the WCL and its accompanying regulations do not provide for a hearing prior to the determination of an initial application or a renewal application. *Matter of Habib v. New York State Workers' Compensation Bd.*, 206 A.D.3d 1322, 1323 (3d Dep't 2022).

Conclusion

Because Hochfelder has not demonstrated any of the requisite elements for a preliminary injunction his motion should be denied in its entirety. Additionally, the Petition should be denied and the proceeding dismissed because the Board's determination was rationally based upon Hochfelder's misconduct and the denial comported with the requirements of the WCL and corresponding regulations.

Dated: White Plains, New York LETITIA JAMES
October 16, 2024 Attorney General of the State of New York

Attorney for Respondent
By: Terrance K. DeRosa
Terrance K. DeRosa
Assistant Attorney General
44 South Broadway, 5th Floor
White Plains, New York 10601
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EXHIBIT 10

*** Filed ***
10:53 AM, 09 Sep, 2025
U.S.D.C., Eastern District of New York

Hon. Sanket J. Bulsara
United States District Judge
United States District Court, Eastern District of New York
100 Federal Plaza, Courtroom 930
Central Islip, NY 11722 - Via ECF – Pro Se Office

Re: Case No. 20-CV-3361 (SJB)(AYS) Orrego v. Knipfing et al.

Re: Request for Leave to File New Proceedings Based on New Evidence – Workers' Compensation Fraud by Shimmee Inc. and Others; Deprivation of Rights by Attorney General Letitia James and Governor Kathy Hochul

Dear Judge Bulsara:

I request leave to file two new proceedings in EDNY: (1) Against Shimmee Inc., employee's boss, and third-party company for workers' compensation fraud (false affidavits, misclassification) from September 9, 2019, to March 31, 2025, supporting FLSA, RICO, and NY fraud claims; (2) Against Attorney General Letitia James, Governor Kathy Hochul, and state actors for deprivation of rights under 42 U.S.C. § 1983. See attached Exhibits 1–8 (2025 affidavits, benefit denials, pay records) substantiate claims. As a pro se litigant, I request leniency. Please grant leave.

Word count: 100

Respectfully submitted,

/s/ Lidia M. Orrego
Lidia M. Orrego
Plaintiff Pro Se
95-08 Queens Blvd, Apt. 3E
Rego Park, NY 11374
Phone: (347) 453-2234
Email: liorrego@gmail.com

All the parties are registered in NYSCEF.



EXHIBIT 11

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

Lidia M. Orrego

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-against-

Full Shimmee Inc, New York Marine & General Insurance Co., Cipriani & Werner PC, Marc Neuman, Cannon Cochran Management Services Inc. (CCMSI), John Doe, Jane Doe

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Complaint for a Civil Case

Case No. _____

(to be filled in by the Clerk's Office)

Jury Trial: ☒ Yes ☐ No
(check one)

I. The Parties to This Complaint

A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	<u>Lidia M. Orrego</u>
Street Address City and	<u>95-08 Queens Blvd. 3E, Rego Park</u>
County State and Zip	<u>Queens, New York, 11374</u>
Code Telephone	<u>(347) 453-2223</u>
Number E-mail Address	<u>liorrego@gmail.com</u>

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person’s job or title (if known). Attach additional pages if needed.

Defendant No. 1

Name	<u>Full Shimmee Inc.</u>
Job or Title	<u></u>
(if known)	
Street Address	<u>2049 Century Park E</u>
City and County	<u>Los Angeles</u>
State and Zip Code	<u>CA, 90067</u>
Telephone Number	<u>(310) 926-7236</u>
E-mail Address	<u></u>
(if known)	

Defendant No. 2

Name	<u>New York Marine & General Insurance Co.</u>
Job or Title	<u></u>
(if known)	
Street Address	<u>485 Mount Kemble, Ste. 300C</u>
City and County	<u>Morristown</u>
State and Zip Code	<u>NJ 07960</u>
Telephone Number	<u>(800) 774-2755</u>
E-mail Address	<u></u>
(if known)	<u></u>

Defendant No. 3

Name	<u>Cipriani & Werner PC</u>
Job or Title	<u></u>
(if known)	
Street Address	<u>485 Route 1, South Building E, Suite 120</u>
City and County	<u>Iselin</u>
State and Zip Code	<u>NJ 08830</u>
Telephone Number	<u>(848) 229-3300</u>
E-mail Address	<u>mneuman@c-wlaw.com</u>
(if known)	

Defendant No. 4

Name	<u>Marc Neuman</u>
Job or Title	<u></u>
(if known)	
Street Address	<u>485 Route 1, South Building E, Suite 120</u>
City and County	<u>Iselin</u>
State and Zip Code	<u>NJ 08830</u>
Telephone Number	<u>(848) 229-3300</u>
E-mail Address	<u>mneuman@c-wlaw.com</u>
(if known)	

Defendant No. 5

Name	<u>Cannon Cochran Management Services Inc.</u>
Job or Title (if known)	<u>(CCMSI) Third Party Administrator</u>
Street Address	<u>350 N Causeway Blvd. Suite 400</u>
City and County	<u>Metairie</u>
State and Zip Code	<u>LA 70002</u>
Telephone Number	<u>(504) 888-3555</u>
E-mail Address (if known)	<u>cayestas@ccmsi.com</u>

Defendant No. 6

Name	<u>John Doe</u>
Job or Title (if known)	<u></u>
Street Address	<u></u>
City and County	<u></u>
State and Zip Code	<u></u>
Telephone Number	<u></u>
E-mail Address (if known)	<u></u>

Defendant No. 7

Name	<u>Jane Doe</u>
Job or Title (if known)	<u></u>
Street Address	<u></u>
City and County	<u></u>
State and Zip Code	<u></u>
Telephone Number	<u></u>
E-mail Address (if known)	<u></u>

II. Basis for Jurisdiction

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? *(check all that apply)*

☒ Federal question

☒ Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

A. If the Basis for Jurisdiction Is a Federal Question

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 (federal question jurisdiction) because the claims arise under federal law, specifically the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq., and the civil provisions of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961-1968, based on a pattern of racketeering activity involving mail fraud (18 U.S.C. § 1341), wire fraud (18 U.S.C. § 1343), and related predicate acts committed by Defendants in connection with a fraudulent workers' compensation insurance scheme and misclassification of employment status.

This scheme injured Plaintiff's property interests, including her right to legitimate workers' compensation benefits, unpaid wages, overtime, and financial recovery for injuries sustained during employment. Evidence includes allegations of FLSA violations (unpaid wages) and RICO violations (interstate fraud) in the complaint. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367, as they arise from the same nucleus of operative facts as the federal claims. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District, including the underlying

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employment and injuries in New York, the filing of fraudulent insurance documents and false affidavits affecting New York residents, and communications directed at Plaintiff in Queens County, New York. Evidence includes the NY company's address and location of false filings.

Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claims occurred in this District, including the underlying employment and injuries in New York, the filing of fraudulent insurance documents and false affidavits affecting New York residents, and communications directed at Plaintiff in Queens County, New York. Evidence includes the NY company's address and location of false filings.

B. If the Basis for Jurisdiction Is Diversity of Citizenship

1. The Plaintiff(s)

- a. If the plaintiff is an individual
The plaintiff, (name) Lidia M. Orrego, is a citizen of the State of (name) New York.
- b. If the plaintiff is a corporation
The plaintiff, (name) _____, is incorporated under the laws of the State of (name) _____, and has its principal place of business in the State of (name) _____.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

2. The Defendant(s)

- a. If the defendant is an individual

The defendant, (name) Marc Neuman, is a citizen of the State of (name) New Jersey. Or is a citizen of (foreign nation) _____.
- b. If the defendant is a corporation

The defendant, (name) Full Shimmee Inc, is incorporated under the laws of the State of (name) California, and has its principal place of business in the State of (name) _____. Or is incorporated under the laws of (foreign nation) _____, and has its principal place of

business in (name) _____.

The defendant, (name) New York Marine & general Insurance Co., is incorporated under the laws of the State of (name) New Jersey, and has its principal place of business in the State of (name) _____. Or is incorporated under the laws of (foreign nation) _____, and has its principal place of business in (name) _____.

The defendant, (name) Cipriani & Werner PC, is incorporated under the laws of the State of (name) New Jersey, and has its principal place of business in the State of (name) _____. Or is incorporated under the laws of (foreign nation) _____, and has its principal place of business in (name) _____.

The defendant, (name) Cannon Cochran Management Services Inc., is incorporated under the laws of the State of (name) Louisiana, and has its principal place of business in the State of (name) _____. Or is incorporated under the laws of (foreign nation) _____, and has its principal place of business in (name) _____.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because *(explain)*:

The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different States. Plaintiff is a citizen of New York. Defendants Full Shimmee, Inc. is a citizen of California; New York Marine & General Insurance Co., Marc Neuman, Cannon Cochran Management Services Inc. (CCMSI), and Cipriani & Werner PC are citizens of New Jersey. Evidence: Defendant addresses and quantified damages (e.g., medical costs, lost wages).

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

Statement of Claim – Material Facts

1. Plaintiff Lidia M. Orrego is an individual residing at 95-08 Queens Blvd., Apt. 3E, Rego Park, NY 11374. Plaintiff is proceeding pro se and was employed as a domestic worker (nanny and housekeeper) by Kevin and Stephanieanna Knipfing (“Knipfings”, “Employers”) from January 31, 2018, to November 27, 2018, at their private residence in Old Westbury, New York, with a rate of \$30 per hour.

2. During her employment, Plaintiff was subjected to severe physical and emotional abuse, harassment, and discrimination based on her race (Hispanic/Paraguayan descent) by her supervisor, Teresa A. Zantua, including verbal insults, physical assaults, and encouragement of children to mock and harm Plaintiff. This abuse caused ongoing injuries, including chronic stress, pain in back and neck, tachycardia, headaches, stomach pain, sleep disturbances, and depression, documented by medical records from Dr. Moisey Delman, Dr. Vladimir Morgovsky, and others.

3. Plaintiff reported the abuse, including child abuse concerns, to her employers on November 2, 2018, and participated in an 'investigation' from November 6, 2018, providing evidence such as recordings, diary entries, pictures, and text messages. Plaintiff filed her medical certificate to Stephanieanna James Knipfing and Skylar Testa the House Manager about her injuries via email on November 2, 2018. Plaintiff was terminated by retaliation on November 6, 2018, disguised as a 'suspension,' by her employers Kevin and Stephanieanna Knipfing, preventing any follow-ups about her injuries, and her employers failed to file the claim at Workers' Compensation Board in violation of the law. The termination was formalized on November 27, 2018, with a letter from Old Westbury LLC, a ghost company used by her employers to retaliate, as evidenced by the termination letter filed in WCB Case No. G2584330 and EDNY 20-cv-3361 in violation of New York Workers' Compensation Law § 120, which

prohibits retaliation against employees for filing or attempting to file a workers' compensation claim, entitling Plaintiff to civil penalties and remedies.

4. On November 27, 2018, Plaintiff's employment was illegally formalized as terminated in retaliation, with the initial retaliatory action disguised as a 'suspension' by her employers Kevin and Stephanieanna Knipfing on November 6, 2018, accusing her of making a 'false complaint' with weak excuses via a ghost company, Old Westbury LLC. Her employers, Kevin and Stephanieanna Knipfing, spread defamatory statements labeling Plaintiff as 'slander' and 'delusional', harming her reputation, initiating the retaliation in violation of New York Workers' Compensation Law § 120, which prohibits retaliation against employees for filing or attempting to file a workers' compensation claim, entitling Plaintiff to civil penalties and remedies..

5. Old Westbury LLC is a ghost company fabricated by Plaintiff's employers to appear in the termination letter dated November 27, 2018, signed by Steve Savitsky, a person unrelated to Plaintiff's employment, to avoid liability for Kevin and Stephanieanna Knipfing. This termination was in retaliation for Plaintiff's complaint filed on November 2, 2018, reporting abuse and submitting a medical certificate, as evidenced by email correspondence and the termination letter filed in WCB Case No. G2584330 and EDNY 20-cv-3361 in violation of New York Workers' Compensation Law § 120, which prohibits retaliation against employees for filing or attempting to file a workers' compensation claim, entitling Plaintiff to civil penalties and remedies.

6. Plaintiff filed a Workers' Compensation claim (WCB Case No. G2584330) for injuries sustained during employment on September 3, 2018. The claim was disallowed on March 5, 2021, by the New York State Workers' Compensation Board based on fraudulent report of Jason Hochfelder MD - First Choice Evaluations in conspiracy with the Plaintiff's Counsel see EDNY 2:23-cv-06507 Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP et al.

7. Defendants abetting and aiding Plaintiff's employers' fraud, misclassified On September 9, 2018 the Plaintiff's employment as '9159-Theatrical Production Non-Players, Entertainers or Musicians,' instead of domestic worker from January 2018 to November 2018 to deny wage, overtime, or protections under the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq., and New York Labor Law (NYLL), N.Y. Lab. Law § 190 et seq., violating NYLL's employee presumption (NYLL § 190(2)).

8. Defendants, from September 9, 2019, to March 21, 2025, filed false affidavits and forms misrepresenting employment details, including hours (over 40 hours/week) and salary (\$30/hour rate misreported), to evade wage obligations and perpetuate the scheme. Plaintiff worked hours at her contractual rate of \$30/hour and was eligible for overtime (1.5x rate, e.g., \$45/hour) from January 2018 to November 2018 under her employers' control, as evidenced by pay stubs, time records, and affidavits showing employer control (schedules and paystubs), proving employee status under FLSA's economic realities test, with ongoing wage loss due to Defendants' actions from September 9, 2019, to March 21, 2025. False affidavits misrepresented control over work (set hours, overtime), proving employee status and supporting FLSA and fraud claims. Evidence: Employment records, affidavits showing employer control (schedules, timesheets).

Employee Lidia M. Orrego	Real Employment Information annexed ID [7][8][10]	First Report of Injury (FROI) Denial, ID 330120371 dated 09/25/2019 - Fraudulent Misrepresentation - ID [5] [6] [18] to [24]
Legal Address	95-08 Queens Blvd. 3 E, Rego Park NY 11374	2049 Century Park E Ste 1400, LA, CA 90067 - Steve Savitsky's Address*
Occupation	Nanny/Housekeeper	Theatrical Prod. Noc- Players
Employee ID	44838 (Check-Paystub)	999999LORREGO
Social Security Number	***-**-4596	In Blank
No. Days Worked	6 (six) days (60 - 88 hours)	5 (five) days
Estimated salary per week	\$ 2,500,00.- (See Check -W-2 Form)	\$ 200,00.- (Illegal in NYS)
Manual Classification (NYCIRB) *** Rate for New York Marine & Gen. Ins. Co.	0913 - Domestic Workers (\$ 746, 64.- per capita)	9159 - Theatrical Production Noc-Players, Entertainers Or Musicians / Rate 1,70
Underwriting New York Marine & Gen. Ins. Co. Premium based Stephanieanna James - Knipfing's misrepresentation	UNCOVERED	FROI Form: Loss Cost: $9600/100 \times 1.70 = \$163,2$ per year (Premium Fraud by the employer and New York Marine & Gen. Ins. Co.)
Correct Underwriting and Premium based on W-2 Form Annual Salary \$98,000,00.- See Below Exhibit A	UNCOVERED	Loss Cost: $98.000,00/100 \times 1.70 = \$ 1.660,00$ per year (Premium Fraud by the employer and New York Marine & Gen. Ins. Co.)
Accident location/Coverage	2 Spring Hill Lane, Old Westbury, NY 11568	999 S. Oyster Bay Rd., Bethpage, NY 11714
Employer	Kevin and Stephanieanna Knipfing	Full Shimmee Inc
FEIN	N/A	xxxxx6057
Industry Code (NAICS)**	814110 - Private Households	711130 - Musical Groups and Artists
Mailing Address	2 Spring Hill Lane, Old Westbury, NY 11568	999 S. Oyster Bay Rd., Bethpage, NY 11714
Policy Number	UNCOVERED	WC201700012633

9. Plaintiff's employers, Kevin and Stephanieanna Knipfing, initiated a scheme to misrepresent employment details and insurance coverage from January 2018 to November 2018. Defendants, acting in concert as an enterprise from September 9, 2019, to March 21, 2025, perpetuated this scheme to defraud Plaintiff and New York regulatory bodies by misrepresenting policy terms to activate a fraudulent workers' compensation policy under Defendant Full Shimme, Inc., continuing the retaliation and depriving Plaintiff of medical treatment and benefits. This included falsifying Plaintiff's role (domestic worker at private residence) and work location to obtain coverage that did not apply to domestic workers, as evidenced by the cease-and-desist letter dated September 16, 2022 (NYSCEF [13]), reply letter dated October 31, 2022 (NYSCEF [42]), and WCB Case No. G2584330 records. The policy (No. WC20170012633) was effective from December 1, 2017, to December 1, 2018, but did not cover domestic workers. The fraud, perpetuated by Defendants from September 9, 2019, involved gross violation pursuant to 12 NYCRR 300.22 (never served a copy of the denial to the Plaintiff), misclassification as detailed in the cease-and-desist letter dated September 16, 2022.

10. Plaintiff's employers, Kevin and Stephanieanna Knipfing, failed to provide adequate safety training or establish reporting mechanisms for workplace injuries during her employment from January 31, 2018, to November 27, 2018, exacerbating her injuries and contributing to the initial retaliation, as evidenced by the absence of such protocols in employment records filed in EDNY 20-cv-3361.

11. The false information in the table is supported by NYSCEF Docket 535740 Matter of Orrego v Knipfing et al. doc. [13] [42] [61] [62] and [63] filed in WCB Case No. G2584330, detailing misclassifications, incorrect addresses, and premium fraud, authenticated by the New York State Workers' Compensation Board records.

12. Defendant New York Marine & General Insurance Co., through its agents and with the assistance of CCMSI, failed to disclose the actual policy, endorsements, or certificates of coverage, in violation of New York State's Comprehensive Insurance Disclosure Act and good faith contractual duties. This concealment extended to tampering with evidence and Plaintiff's medical records to deny legitimate claims.

13. On September 14, 2022, Cannon Cochran Management Services Inc. (CCMSI) issued a response to a complaint filed by Plaintiff with the New York State Department of Financial Services (DFS), falsely claiming administration of a valid workers' compensation policy while

upholding the denial of Plaintiff's claim. This response, mailed and emailed, constituted mail and wire fraud, as it misrepresented the policy's validity, failed to provide documentary proof, and revealed a second company, Full Shimmee, Inc., unrelated to Plaintiff, whose policy (No. WC20170012633) was used by Defendants to continue the retaliation initiated by Plaintiff's employers, Kevin and Stephanieanna Knipfing, who lacked coverage for domestic workers, as evidenced by WCB Case No. G2584330 records and NYSCEF documents [13] and [42].

14. Plaintiff, as a beneficiary under a workers' compensation policy purportedly held by her employers, Kevin and Stephanieanna Knipfing, filed multiple complaints with the New York State Department of Financial Services (DFS) (e.g., CSB-2022-01488038, CSB-2022-01488039, CSB-2022-01489729, CSB-2022-01489730, CSB-2022-01490901), asserting that New York Marine & General Insurance Co. and Cannon Cochran Management Services Inc. (CCMSI), despite their duty to her as a covered employee, did not respond as required to her claims regarding the denial of benefits. CCMSI confirmed the insured as Full Shimmee, Inc., a company unrelated to Plaintiff and not designated for domestic workers under policy (No. WC20170012633), while Plaintiff was employed by the Knipfings, who lacked proper coverage. Instead, CCMSI used third-party administrators to file misleading letters that misrepresented the policy's validity and coverage, and DFS examiners falsely noted these letters were sent, further concealing the fraud perpetrated against Plaintiff as a beneficiary.

15. On September 16, 2022, Plaintiff sent a Cease-and-Desist notice via certified mail and email to New York Marine & General Insurance Co. (Attn: Tim Ryan) and Marc Neuman, demanding cessation of harassment, defamation, and illegal interference in WCB Case No. G2584330 and Appellate Division Docket No. 535740. The notice detailed how Defendants' actions constituted workers' compensation fraud (a Class E and D felony under New York law) through misrepresentation and interference, including gross violation of 12 NYCRR 300.22, failure to serve denial, misclassification under NAICS and NYCIRB, and improper classification to obtain lower rates.

16. Defendants, including Cipriani & Werner PC and Marc Neuman, continued interference by filing or supporting fraudulent representations in WCB proceedings and appeals (e.g., Appellate Division Third Department Docket No. 535740), including tampering with evidence to portray Plaintiff's claims as invalid.

17. On October 31, 2022, Plaintiff replied to a letter from Assistant Attorney General Alison Kent-Friedman in the Appellate Division matter, highlighting how state agencies (WCB, DFS, etc.) excused Defendants' fraud. Plaintiff demanded disclosure of the policy, which was never provided, and noted the insurance contract's "good faith" requirement was violated.

18. Defendants, including Full Shimmee Inc., New York Marine & General Insurance Co., Cannon Cochran Management Services Inc. (CCMSI), Cipriani & Werner PC, and Marc Neuman, engaged in a pattern of racketeering activity under RICO, 18 U.S.C. §§ 1961-1968, involving mail fraud (18 U.S.C. § 1341) and wire fraud (18 U.S.C. § 1343) from September 9, 2019, to the present, by tampering with evidence and witnesses, illegally obtaining private employment information from other employers, and committing wire and mail fraud to obstruct justice, preventing Plaintiff's medical treatment and benefits from Workers' Compensation until today, as Plaintiff's injuries are worsening.

19. This included falsified Independent Medical Examination (IME) reports by Jason Hochfelder, MD, from First Choice Evaluation LLC, submitted by Defendants in WCB Case No. G2584330, as evidenced by the Board's denial of Hochfelder's authorization renewal on September 23, 2024, citing false statements in medical reports, conducting excessive IMEs, and inadequate responses to complaints in violation of Workers' Compensation Law § 13-d(2)(d) and § 13-d(2)(f), which is being defended by the NY Attorney General in the ongoing litigation (Index No. 72335/2024, Westchester County Supreme Court, with a Decision and Order issued January 22, 2025). Defendants continued the retaliation initiated by Plaintiff's employers, Kevin and Stephanieanna Knipfing, who used a ghost company, Old Westbury LLC, for the initial termination, and Defendants furthered this by misrepresenting the policy (No. WC20170012633), initiated by Plaintiff's employers, under a second company, Full Shimmee Inc., unrelated to Plaintiff's employment, designated for '9159-Theatrical Production Non-Players, Entertainers or Musicians,' not for 'Domestic Workers.' The estimated salary was falsely declared by Defendants as \$200,000 per week, whereas checks from Plaintiff's employment show an estimated \$2,500 per week. Additionally, forms from the Workers' Compensation Board list Plaintiff's address as '2049 Century Park E, Los Angeles, CA 90067,' the business address of her employer, with Defendants receiving and manipulating these forms from September 9, 2019, deceiving Plaintiff for nearly seven years with the assistance of her lawyers, as documented in WCB Case No. G2584330—which was disallowed by the Workers' Compensation Board on March 5, 2021, with the denial of reconsideration affirmed by the

Appellate Division Third Department on November 2, 2023 (Docket 535740, 220 A.D.3d 1009), and subsequent motions for reargument granted but adhered to the prior decision in April 2024, followed by an additional Appellate Division order in November 2024—and EDNY 20-cv-3361. The New York Court of Appeals dismissed appeals on March 21, 2024 (Mo. No. 2024-36) and April 15, 2025 (Mo. No. 2025-95), without costs, on the ground that the orders appealed from do not finally determine the proceeding within the meaning of the Constitution, thereby allowing Plaintiff to seek reopening at the Workers' Compensation Board with new evidence, including FOIL responses, FBI complaints, and findings from related litigation involving fraudulent IME reports by Dr. Jason Hochfelder, to request criminal prosecution for fraud, policy misclassification, IME tampering, and cover-up, as well as immediate authorization for medical treatment and benefits. You suffered financial harm (e.g., denied workers' comp benefits, medical costs, lost wages) to your 'business or property.' Evidence: False affidavits, benefit denial letters, communications (e.g., emails, filings) showing interstate fraud scheme, and NYSCEF documents [13] and [42].

20. On April 21, 2025, with a follow-up submission on May 19, 2025, Plaintiff submitted FOIL Request No. 038-2025 to the New York State Offices of the Inspector General, under Inspector General Lucy Lang. The request sought access to summary findings, letters of recommendation, referrals, and official communications relating to allegations of fraud in Workers' Compensation Board Case No. G2584330 (corresponding to NYSIG Case No. 3648-013-2023). The FOIL request specifically referenced serious issues, including policy misclassification, independent medical examination (IME) tampering, and a potential regulatory cover-up.

21. On May 22, 2025, the Office of the Inspector General responded by certifying that no responsive records existed regarding the requested summary findings. The response failed to acknowledge or investigate the detailed allegations submitted, thereby effectively enabling the alleged misconduct to continue without oversight or accountability.

22. This failure, emblematic of systematic inaction by state agencies, has allowed the defendants to perpetuate fraud within Workers' Compensation Board Case No. G2584330, causing ongoing and escalating harm to the Plaintiff.

23. New evidence from the Office of Children and Family Services (OCFS, formerly CPS) summary findings, Case ID 27536970, Event Date May 28, 2020, Closed July 2, 2020, confirms

retaliation and defamatory statements by Defendants against Plaintiff from May to June 2020, as documented in WCB Case No. G2584330 and EDNY 20-cv-3361.

24. On July 28, 2025, Plaintiff filed an FBI complaint alleging public corruption and systematic misconduct by New York State Attorney General Letitia James, Governor Kathy Hochul, Inspector General Lucy Lang, and other officials at the Workers' Compensation Board (WCB), for orchestrating a cover-up of widespread fraud in WCB Case No. G2584330 and related cases, including policy misclassification, IME tampering, and regulatory violations that have victimized multiple injured workers since September 9, 2019. The complaint details how fraudulent Independent Medical Examination (IME) reports by Dr. Jason Hochfelder, including a falsified report from October 14, 2020, were utilized by Defendants to deny benefits and perpetuate retaliation against Plaintiff and at least 15 other victims, as evidenced by WCB records showing Hochfelder conducted 28-34 overlapping IMEs per day on multiple dates (December 18, 2023; March 4, April 1 and 29, May 13, and June 8, 2024), resulting in false statements and inaccurate assessments in violation of Workers' Compensation Law § 13-d(2)(d). This systemic fraud was further enabled by the WCB's denial of Hochfelder's authorization renewal on September 23, 2024, citing multiple claimant complaints of incomplete exams, no-shows, and inadequate responses, yet Defendants, including Letitia James through her office's defense of the WCB in related litigation (Index No. 72335/2024), failed to investigate or refer the matters, ignoring Plaintiff's prior complaints and FOIL requests, thereby continuing the retaliatory cover-up in WCB Case No. G2584330—which was disallowed by the Workers' Compensation Board on March 5, 2021, with the denial of reconsideration affirmed by the Appellate Division Third Department on November 2, 2023 (Docket 535740, 220 A.D.3d 1009), and subsequent motions for reargument granted but adhered to the prior decision in April 2024, followed by an additional Appellate Division order in November 2024. The New York Court of Appeals dismissed appeals on March 21, 2024 (Mo. No. 2024-36) and April 15, 2025 (Mo. No. 2025-95), without costs, on the ground that the orders appealed from do not finally determine the proceeding within the meaning of the Constitution, thereby allowing Plaintiff to seek reopening at the Workers' Compensation Board with new evidence, including FOIL responses, FBI complaints, and findings from related litigation involving fraudulent IME reports by Dr. Jason Hochfelder, to request criminal prosecution for fraud, policy misclassification, IME tampering, and cover-up, as well as immediate authorization for medical treatment and benefits.

25. Defendants knowingly filed false affidavits from 2019 to 2025, misrepresenting employment details (e.g., salary at \$30/hour, hours, status) to deny workers' comp benefits under New York Common Law Fraud, on which Plaintiff relied (e.g., expected coverage), suffering harm (e.g. medical costs, lost wages). Fraud was intentional, potentially egregious (e.g., repeated false filings), justifying punitive damages. Evidence: False affidavits, benefit denials, financial records showing losses (e.g., medical costs). Governs NY Common Law Fraud claims, allowing recovery for intentional misrepresentations via false affidavits. Evidence: False affidavits, proof of reliance and harm. May apply to related torts (e.g., breach of fiduciary duty, if employer owed such duty), supporting fraud claims. Evidence: Employment relationship showing duty, breached by fraud. Allows costs and punitive damages for egregious fraud (e.g., repeated false affidavits to deny benefits). Evidence: Pattern of fraudulent acts, intent to harm.

26. Defendants' fraud (e.g., misclassification to evade coverage) prevented workers' comp benefits under New York Workers' Compensation Law (WCL), N.Y. Work. Comp. Law § 1 et seq., allowing civil tort claims outside WCL due to no coverage (e.g., *Maas v. Cornell Univ.*, 245 A.D.2d 728). Harm includes denied benefits for workplace injuries (e.g., medical expenses, lost wages). Evidence: Benefit denial letters, false affidavits, NY Workers' Compensation Board records.

27. Defendants' actions constituted breach of fiduciary duty as related civil tort, where employers and insurers owed a duty to Plaintiff as employee, breached through fraudulent misclassification and denial of benefits, causing harm.

28. Plaintiff's employers, Kevin and Stephanieanna Knipfing, utilized a ghost company, Old Westbury LLC, to unlawfully retaliate against Plaintiff from November 6 to November 27, 2018, formalizing the termination, in violation of New York Workers' Compensation Law § 120, which prohibits retaliation against employees for filing or attempting to file a workers' compensation claim, entitling Plaintiff to civil penalties and remedies. Defendants, including Full Shimmee, Inc., New York Marine & General Insurance Co., Cannon Cochran Management Services Inc. (CCMSI), Cipriani & Werner PC, and Marc Neuman, continued this retaliation from September 9, 2019, to March 21, 2025, through another entity, Full Shimmee Inc., which lacks coverage for domestic workers under policy No. WC20170012633, depriving Plaintiff of medical treatment, employee benefits, and legal protections. This sustained conduct has directly contributed to the progressive deterioration of Plaintiff's physical condition and medical injuries, as evidenced by updated medical records and WCB Case No. G2584330 filings—which was

disallowed by the Workers' Compensation Board on March 5, 2021, with the denial of reconsideration affirmed by the Appellate Division Third Department on November 2, 2023 (Docket 535740, 220 A.D.3d 1009), and subsequent motions for reargument granted but adhered to the prior decision in April 2024, followed by an additional Appellate Division order in November 2024—constituting fraud and unlawful retaliation. The New York Court of Appeals dismissed appeals on March 21, 2024 (Mo. No. 2024-36) and April 15, 2025 (Mo. No. 2025-95), without costs, on the ground that the orders appealed from do not finally determine the proceeding within the meaning of the Constitution, thereby allowing Plaintiff to seek reopening at the Workers' Compensation Board with new evidence, including FOIL responses, FBI complaints, and findings from related litigation involving fraudulent IME reports by Dr. Jason Hochfelder, to request criminal prosecution for fraud, policy misclassification, IME tampering, and cover-up, as well as immediate authorization for medical treatment and benefits.

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at present. Include the amounts of actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

Plaintiff prays judgment against the Defendants:

a.

Compensatory damages in an amount to be determined at trial, for lost wages, denied workers' compensation benefits, unpaid minimum wages and overtime under FLSA, medical expenses, pain and suffering, emotional distress, reputational harm, future lost earnings, loss of fringe benefits including health insurance and retirement contributions, out-of-pocket expenses for therapy and job search costs, and liquidated damages for willful violations;

b. Treble damages under RICO, 18 U.S.C. § 1964(c);

c. Future income to Plaintiff in an amount to be proven at trial, representing all loss of future earnings, including reasonable and expected increases, loss of retirement income, and all other benefits she would have expected to earn during her entire lifetime had it not been for Defendants' fraudulent activity in Plaintiff's Workers Compensation case G-2584330, which was disallowed by the Workers' Compensation Board on March 5, 2021,

with the denial of reconsideration affirmed by the Appellate Division Third Department on November 2, 2023 (Docket 535740, 220 A.D.3d 1009), and subsequent motions for reargument granted but adhered to the prior decision in April 2024, followed by an additional Appellate Division order in November 2024. The New York Court of Appeals dismissed appeals on March 21, 2024 (Mo. No. 2024-36) and April 15, 2025 (Mo. No. 2025-95), without costs, on the ground that the orders appealed from do not finally determine the proceeding within the meaning of the Constitution, thereby allowing Plaintiff to seek reopening at the Workers' Compensation Board with new evidence, including FOIL responses, FBI complaints, and findings from related litigation involving fraudulent IME reports by Dr. Jason Hochfelder, to request criminal prosecution for fraud, policy misclassification, IME tampering, and cover-up, as well as immediate authorization for medical treatment and benefits;

d. General damages to the Plaintiff to make her whole for any losses suffered as a result of such unlawful criminal practices in Plaintiff's Workers Compensation case G-2584330, which was disallowed by the Workers' Compensation Board on March 5, 2021, with the denial of reconsideration affirmed by the Appellate Division Third Department on November 2, 2023 (Docket 535740, 220 A.D.3d 1009), and subsequent motions for reargument granted but adhered to the prior decision in April 2024, followed by an additional Appellate Division order in November 2024. The New York Court of Appeals dismissed appeals on March 21, 2024 (Mo. No. 2024-36) and April 15, 2025 (Mo. No. 2025-95), without costs, on the ground that the orders appealed from do not finally determine the proceeding within the meaning of the Constitution, thereby allowing Plaintiff to seek reopening at the Workers' Compensation Board with new evidence, including FOIL responses, FBI complaints, and findings from related litigation involving fraudulent IME reports by Dr. Jason Hochfelder, to request criminal prosecution for fraud, policy misclassification, IME tampering, and cover-up, as well as immediate authorization for medical treatment and benefits;

e. Compensatory damages for mental and emotional distress, pain, and suffering as well as injury to her reputation in an amount to be proven at trial;

f. Punitive damages in an amount to be determined at trial for willful and malicious conduct;

- g. Injunctive relief to cease all harassment, defamation, interference, and to disclose all policy documents;
- h. Attorneys' fees (if applicable under RICO and FLSA, 29 U.S.C. § 216(b)), costs, and disbursements incurred in the prosecution of the action;
- i. All relief, remedies, and damages available to Plaintiff under the law for deprivation of medical attention, unpaid wages, overtime, and civil rights;
- j. Such other and further relief as the Court deems just and proper to remedy the Defendants' unlawful or criminal practices.

The wrongs are continuing, as Defendants persist in denying benefits, wages, concealing documents, and defaming Plaintiff in ongoing proceedings as of September 9, 2025.

V. Certification and Closing

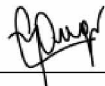
Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: September 9, 2025

Signature of Plaintiff



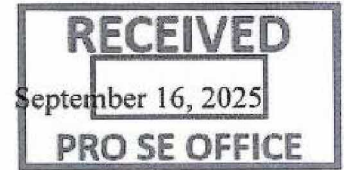
Printed Name of Plaintiff

Lidia M. Orrego

EXHIBIT 12

*** Filed ***
10:23 PM, 15 Sep, 2025
U.S.D.C., Eastern District of New York

Hon. Sanket J. Bulsara
United States District Judge
United States District Court, Eastern District of New York
100 Federal Plaza, Courtroom 930
Central Islip, NY 11722 - Via ECF – Pro Se Office



Re: Case No. 20-CV-3361 (SJB)(AYS) Orrego v. Knipfing et al.

Re: Letter Motion for Leave to File Revised Opposition Documents Pursuant to Fed. R. Civ. P. 15(a)(2) "freely give[n] when justice so requires." - (Request for Order on or before September 22, 2025)

Dear Judge Bulsara:

I, Lidia M. Orrego, appearing *Pro Se*, respectfully submit this letter motion pursuant to **Fed. R. Civ. P. 15(a)(2)**, which allows Amendment with the Court's permission and directs that leave be "freely give[n] when justice so requires." I seek leave to file revised opposition documents dated September 15, 2025, to replace the erroneous versions filed on September 12, 2025. This follows my earlier request sent at 1:37 PM EDT with the proposed documents. Opposing counsel does not consent (see Exhibit 1).

The Injunction at DE [210] does not apply. I request the Court's ruling **on or before September 22, 2025**.

Respectfully submitted.

Word count: 100.-

Respectfully submitted,

/s/ Lidia M. Orrego
Lidia M. Orrego
Plaintiff Pro Se
95-08 Queens Blvd, Apt. 3E
Rego Park, NY 11374
Phone: (347) 453-2234
Email: liorrego@gmail.com

Exhibit 1: Email_from_Defendants Counsel_09-12-2025.pdf – Time 3:33 pm.

All the parties are registered in NYSCEF. Attached Certificate of Service.

EXHIBIT 1



Lidia Orrego <liorrego@gmail.com>

Service of Opposition to Defendants' Summary Judgment Motion – Case No. 2:20-cv-03361-SJB-AYS

1 message

Lidia Orrego <liorrego@gmail.com>

Fri, Sep 12, 2025 at 11:51 PM

To: Kuuku Minnah-Donkoh <kminnahdonkoh@grsm.com>, Peter Cella <pcella@grsm.com>, Paulette Guerrero <pguerrero@grsm.com>, Dallas Rivera <drlivera@grsm.com>

Cc: Lidia Orrego <lidia.orrego@justiceforlidia.nyc>

Subject: Service of Plaintiff's Opposition to Defendants' Summary Judgment Motion – Case No. 2:20-cv-03361-SJB-AYS

Date: August 19, 2025

Dear Counsel,

Please find below the Google Drive link to Plaintiff's opposition materials to Defendants' Motion for Summary Judgment in **Case No. 2:20-cv-03361-SJB-AYS**, served on August 8, 2025.

The following documents are included in the shared folder:

1. [Orrego_Affirmation_MemorandumofLaw_Statement 56.1_20cv3361](#)
2. [Orrego_Exhibits_20cv3361 \(Exhibits 1–41\)](#)
3. [Evidence_20cv3361_Audio_Visual_Pictures_Videos_VoiceMessage_Recording_Hearings](#)
4. [Orrego_CertificateofService_20cv3361](#)

 **Google Drive link to access all documents**

Please confirm receipt of these materials.

Sincerely,

Lidia M. Orrego

Pro Se Plaintiff

Email: liorrego@gmail.com

Phone: (347) 453-2234

2 attachments

 **I. Dated 09-12-2025 - DE Plaintiff's Affirmation Motion for Summary Judgment.pdf**
188K

 **II. Supporting Affidavit NOTARY - Dated 08-08-2025 Affidavit Authentication of Evidence Lidia M. Orrego.pdf**
3250K

EXHIBIT 2



Lidia Orrego <liorrego@gmail.com>

Subject: Request to Serve Revised Opposition Documents - Case No. 20-cv-3361 (EDNY)

1 message

Lidia Orrego <liorrego@gmail.com>

Mon, Sep 15, 2025 at 10:12 AM

To: Kuuku Minnah-Donkoh <kminnahdonkoh@grsm.com>

Cc: Lidia Orrego <lidia.orrego@justiceforlidia.nyc>, Dallas Rivera <dlivera@grsm.com>, Peter Cella <pcella@grsm.com>, Paulette Guerrero <pguerrero@grsm.com>, kminnahdonkoh@gordonrees.com

Counsel Minnah Donkoh,

I am writing as the pro se Plaintiff, Lidia M. Orrego, to ask permission to file revised opposition documents in the above-referenced matter because of errors in my first submission.

Due to my work obligations, illness, and a family member's illness, I was confused at the time of submission on September 12, 2025.

I mistakenly filed incorrect and incomplete documents taken from a draft file rather than the finalized versions, which were not corrected. The Revised Affirmation contains the details of the changes to be transparent.

The revised documents, dated September 15, 2025, supersede the versions dated September 12, 2025, and include:

- Revised Plaintiff's Affirmation in Support of Opposition to Motion for Summary Judgment (Supersedes 09-12-2025). Include the details of the corrections, e.g., Errors, incomplete sentences, and incorrect facts, also 42-47 Exhibits to include because they were the drafting.
- Revised Local Rule 56.1 Counterstatement of Material Facts (Supersedes 09-12-2025). Incomplete answers. For example, 178 grammatical errors in the document because my computer is having issues.
- Revised Memorandum of Law in Opposition to Summary Judgment (Supersedes 09-12-2025). Drafting with e.g. grammatical errors and an incomplete table of contents, the document was filed by mistake.
- Certificate of Service for the service of the revised papers.
- These revisions incorporate missing exhibits 42-47, address errors in dates, formatting, and incomplete filings.
- Exhibit, e.g., Redaction of my DOB in the affidavit.

Please note that my first language is not English; therefore, the document contains errors. All of this also happened because my computer was not working correctly, the system, as Judge Brown said, my English is still not adequate.

I respectfully request the Court's leniency in light of my pro se status, consistent with Second Circuit guidance (*Traguth v. Zuck*, 710 F.2d 90, 95 (2d Cir. 1983)).

Let me know if you want to leave the errors in that way, or if I can submit the REVISED VERSIONS to replace them?

Thank you for your consideration.

Best regards,

Lidia M. Orrego
Pro Se Plaintiff

CC:

H. District Judge Sanket J. Bulsara
EDNY via ECF

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

Lidia M. Orrego

Plaintiff,

-against-

Case No. 20cv3361 (SJB)(AYS)

Kevin Knipfing a/k/a Kevin James,
Stephanieanna James-Knipfing a/k/a Steffiana
de la Cruz, Old Westbury EDDIE LLC,
Old Westbury, LLC, Steve Savitsky,
Teresa A. Zantua

Defendant(s).

-----X

REVISED DATED SEPTEMBER 15, 2025

SUPERSEDES DATED SEPTEMBER 12, 2025

**AFFIRMATION OF LIDIA M. ORREGO IN OPPOSITION DEFENDANTS' MOTION
FOR SUMMARY JUDGMENT**

I, Lidia M. Orrego, Plaintiff Pro Se, hereby declare that the following statements are true under the penalties of perjury:

1. I am the Plaintiff in the above-captioned action, appearing Pro Se, and I am fully competent to make this affirmation. I reside at 95-08 Queens Blvd., Apt. 3E, Rego Park, NY 11374. My telephone number is (347) 453-2234, and my email address is liorrego@gmail.com.

2. I submit this affirmation pursuant to Federal Rules of Civil Procedure 56(c)(4) and 56(e), Federal Rules of Evidence 901 and 902, and Local Civil Rule 56.1 to authenticate the evidence supporting my Opposition Defendants' Motion for Summary Judgment under Local Rule 56.1 Statement of Undisputed Material Facts filed on August 8, 2025, alleging hostile work environment and retaliation under 42 U.S.C. § 1981 and the New York State Human Rights Law (NYSHRL).

3. Attached as Exhibit 1 is a true and correct copy of the Amended Complaint, dated August 17, 2020, EDNY Docket No. 20-cv-3361. The final draft shows the inclusion of the Complaint.

4. Attached as Exhibit 2 is a true and correct copy of Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination.

5. Attached as Exhibit 3 is a true and correct copy of Knipfing Employment Text Messages and Hiring Process – NDA Never Received.

6. Attached as Exhibit 4 is a true and correct copy of Text from Skylar Testa – Confirmation of Background Check, dated February 15, 2018.

7. Attached as Exhibit 5 is a true and correct copy of Text from Stephanieanna Knipfing Regarding Salary, dated February 16, 2018.

8. Attached as Exhibit 6 is a true and correct copy of Texts with Stephanieanna Knipfing – Awareness of Photo-Taking. The final draft shows the correct Exhibit.

9. Attached as Exhibit 7 is a true and correct copy of Health Insurance Packet – Text from Skylar Testa, dated March 1, 2018.

10. Attached as Exhibit 8 is a true and correct copy of Mistreatment Report to House Manager, dated October 16, 2018.

11. Attached as Exhibit 9 is a true and correct copy of Timesheet from Employer “APP” – January through November 2018 Employment with the Knipfings.

12. Attached as Exhibit 10 is a true and correct copy of Meeting Between Rebeca Uzcategui and Lidia Orrego – Transcript by Transaption, dated October 14, 2018. The final made was to eliminate the duplicate Exhibit part of Exhibit 19.

13. Attached as Exhibit 11 is a true and correct copy of FOIL CPS Certification – Unredacted Report, dated May 19, 2025, after a three-year legal effort in EDNY Docket No. 20-cv-3361.

14. Attached as Exhibit 12 is a true and correct copy of Photographs from January through November 2018 – Authorized by Employers.

15. Attached as Exhibit 13 is a true and correct copy of Texts with Zantua – Racial Remarks and Harassment. The final document shows the correct Exhibit.

16. Attached as Exhibit 14 is a true and correct copy of Final Assault in Presence of Zantua – Transcript by Transaption, dated October 23, 2018.

17. Attached as Exhibit 15 is a true and correct copy of the Authorized Video Recording with Kevin Knipfing and Daughter – Dated October 23, 2018, between 6:12 p.m. The final document shows the proper time.

18. Attached as Exhibit 16 is a true and correct copy of Text from Ms. Knipfing After Complaint – Hostile Work Environment and Retaliatory Treatment, dated November 2, 2018. The final document shows the correct cover sheet Exhibit.

19. Attached as Exhibit 17 is a true and correct copy of Return-to-Work Recording Following Complaint – Meeting with Kevin Knipfing – Retaliation, NDA, and Termination Disguised as Suspension, dated November 6, 2018.

20. Attached as Exhibit 18 is a true and correct copy of Interview with Investigators – Transcript by Transaction, dated November 12, 2018.

21. Attached as Exhibit 19 is a true and correct copy of Email Submission of Audio Files for Investigation to Kevin Knipfing – Transcript by Transaption, dated November 16, 2018. The final document shows the correct Exhibit.

22. Attached as Exhibit 20 is a true and correct copy of Court Decision by Judge Gary R. Brown – EDNY Docket No. 20-cv-3361, dated September 30, 2021.

23. Attached as Exhibit 21 is a true and correct copy of Affidavit Signed by Mrs. Manuela Orrego – Witness to Mistreatment by Zantua, dated June 20, 2021.

24. Attached as Exhibit 22 is a true and correct copy of Medical Records Documenting Injuries – Dated Since June 3, 2018.

25. Attached as Exhibit 24 is a true and correct copy of EEOC Complaint Against Kevin Knipfing, dated January 31, 2019.

26. Attached as Exhibit 25 is a true and correct copy of WCB Decision G-2584330 – MRI Accepted as Prima Facie Evidence, dated November 5, 2019.

27. Attached as Exhibit 26 is a true and correct copy of Affirmation by Ximena Espinoza, dated September 6, 2025. The final document inclusion of Email to Medical Directors, dated June 24, 2025- OPMC Complaint OPMC # NY-23-04-2301A, Dated April 21, 2025.- Jason Hochfelder, MD, Falsifying Medical Reports.

28. Attached as Exhibit 27 is a true and correct copy of the Demand Letter for Payment and Request to Reopen WCB Case No. G2584330, dated July 7, 2025.

29. Attached as Exhibit 28 is a true and correct copy of Motion to Disqualify Opposing Counsel – Gordon Rees Scully Mansukhani LLP, EDNY Docket No. 20-cv-3361, dated March 13, 2025 (DE [190]).

30. Attached as Exhibit 29 is a true and correct copy of Second Motion to Recuse Judge Shields – NDAs and Labor Violations, EDNY Docket No. 20-cv-3361, dated June 17, 2025 (DE [196]).

31. Attached as Exhibit 30 is a true and correct copy of Renewed Motion for Declaratory Relief – Retaliation and WCB Fraud, EDNY Docket No. 20-cv-3361, dated June 30, 2025 (DE [199]).

32. Attached as Exhibit 31 is a true and correct copy of Letter Motion to Vacate Orders – Fraud and Due Process Violations, EDNY Docket No. 20-cv-3361, dated July 8, 2025 (DE [203]).

33. Attached as Exhibit 32 is a true and correct copy of DE [205] Dated 07-23-2025 IME Jason Hochfelder v. NYS WCB – AG James confirms IME fraud. The final document is accurate in the name of the document.

34. Attached as Exhibit 33 is a true and correct copy of Subpoena – Vladimir Morgovsky – WCB Case G-2584330, dated July 8, 2020.

35. Attached as Exhibit 34 is a true and correct copy of Affirmation of Vladimir Morgovsky – NYSCEF Doc No. 641, Index No. 702511-2023, dated November 13, 2024— The final document shows the correct Exhibit.

36. Attached as Exhibit 35 is a true and correct copy of Table of Evidence – Orrego_Evidence_20cv3361 PLA000001 to PLA008324.

37. Attached as Exhibit 36 is a true and correct copy of Stipulation of Settlement – Orrego v. Ley, Case No. 303QSQ2020, dated April 25, 2022.

38. Attached as Exhibit 37 is a true and correct copy of Motion to Vacate – Appellate Docket No. 2021-09209 – Orrego v. Knipfing, dated September 4, 2025.

39. Attached as Exhibit 38 is a true and correct copy of Fourth Amended Complaint with Exhibits – EDNY Docket No. 24-cv-7247 – Orrego v. Savitsky, dated June 10, 2025 (DE [20]).

40. Attached as Exhibit 39 is a true and correct copy of the Letter to District Judge Sanket J. Bulsara – Senator Chuck Schumer and AG Letitia James.

41. Attached as Exhibit 40 is a true and correct copy of Letter of Admonition to Pasternack Law Firm – Plaintiff Sharafaldin Ahmed, NYSCEF Doc No. 24, Docket No. 2024-05078.

42. Attached as Exhibit 41 is a true and correct copy of the Retaliatory Termination Letter Mailed by Steve Savitsky – Old Westbury LLC, dated November 27, 2018, to the Plaintiff. The final document is covered correctly as 41, and the description of the document is corrected.

43. Attached as Exhibit 42 is a true and correct copy of the document dated September 9, 2024 – NYSCEF doc. [308], Index 702511-2023, Orrego v. Morgovsky – Default Judgment in Plaintiff's favor. Inclusion of Exhibit Missed. Due to work obligations, illness, and a family member's illness, I inadvertently submitted incorrect and incomplete documents that were taken from a draft file rather than the finalized versions.

44. Attached as Exhibit 43 is a true and correct copy of the Dated July 11, 2025 – Order by Judge Bulsara regarding New Evidence, DE [198] dated June 17, 2025 – Motion to Vacate dated March 9, 2023 – Includes Loft Legal Opinion on Retaliatory NDA dated May 14, 2025. Inclusion of Exhibit Missed. Due to work obligations, illness, and a family member's illness, I inadvertently submitted incorrect and incomplete documents that were taken from a draft file rather than the finalized versions.

45. Attached as Exhibit 44 is a true and correct copy of the NYSCEF doc. [6] – Final Determination/Decision dated September 23, 2024, Index 72335-2024, Jason Hochfelder, MD v. NYS Workers Compensation Board. Inclusion of Exhibit Missed. Due to work obligations, illness

and a family member's illness, I inadvertently submitted incorrect and incomplete documents that were taken from a draft file rather than the finalized versions.

46. Attached as Exhibit 45 is a true and correct copy of the NYSCEF doc. [43], dated January 21, 2025, Index 72335-2024, Jason Hochfelder MD v. NYS Workers Compensation Board – Order by Hon. Maurice Dean Williams. Inclusion of Exhibit Missed. Due to work obligations, illness and a family member's illness, I inadvertently submitted incorrect and incomplete documents that were taken from a draft file rather than the finalized versions.

47. Attached as Exhibit 46 is a true and correct copy of the letter Dated August 11, 2025 – Letter from NYS Department of Labor, Case LM25006216 – Claim filed June 8, 2025. Inclusion of Exhibit Missed. Due to work obligations, illness, and a family member's illness, I inadvertently submitted incorrect and incomplete documents that were taken from a draft file rather than the finalized versions.

48. Attached as Exhibit 47 is a true and correct copy of the Dated September 23, 2024 – NYS Workers Compensation Board – Denial of renewal for Jason Hochfelder, MD, as IME due to a history of filing false statements in medical reports. Inclusion of Exhibit Missed. Due to work obligations, illness, and a family member's illness, I inadvertently submitted incorrect and incomplete documents that were taken from a draft file rather than the finalized versions.

49. The final document of REVISED DATED SEPTEMBER 15, 2025 SUPERSEDES DATED SEPTEMBER 12, 2025, PLAINTIFF'S COUNTERSTATEMENT OF MATERIAL FACTS PURSUANT TO LOCAL CIVIL RULE 56.1 IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, shows correct information and point to Exhibits items: 1, 2, 3, 4, 5, 7, 8, 13, 14, 15, 16, 17, 18, 22, 93, 96, 104, 107, 109, 152, 153, 154, 155, 158, 159, 160, 162, 163, 164, 165, 166, 167, 168, 169, 170, 172, 176, 177, 178.

50. The final document of REVISED DATED SEPTEMBER 15, 2025, SUPERSEDES DATED SEPTEMBER 12, 2025, MEMORANDUM OF LAW IN OPPOSITION DEFENDANTS' MOTION FOR SUMMARY JUDGMENT shows the correct Table of Contents and Authorities, about relief, damages, dates, and facts, per Court Order. Due to my work obligations, illness, and a family member's illness, I was confused at the time of submission. I mistakenly filed documents that were incorrect and incomplete, as they were taken from the drafting file rather than the finalized versions.

I respectfully request that Defendants' counsel confirm whether they accept these documents leniency in light of my Pro Se status.; otherwise, I will need to seek a Court Order.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Respectfully submitted,

Date: September 15, 2025
Rego Park, New York

/s/ Lidia M. Orrego
Lidia M. Orrego
Plaintiff Pro Se
95-08 Queens Blvd Apart 3E
Rego Park, NY, 11374
Phone (347) 4532234
Email: liorrego@gmail.com
lidia.orrego@justiceforlidia.nyc

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

Lidia M. Orrego

Plaintiff,

-against-

Case No. 20cv3361 (SJB)(AYS)

Kevin Knipfing a/k/a Kevin James,
Stephanieanna James-Knipfing a/k/a Steffiana
de la Cruz, Old Westbury EDDIE LLC,
Old Westbury, LLC, Steve Savitsky,
Teresa A. Zantua

Defendant(s).

-----X

REVISED DATED SEPTEMBER 15, 2025

SUPERSEDES DATED SEPTEMBER 12, 2025

**PLAINTIFF'S COUNTERSTATEMENT OF MATERIAL FACTS PURSUANT TO
LOCAL CIVIL RULE 56.1 IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Pursuant to Local Civil Rule 56.1(b) of the United States District Courts for the Southern and Eastern Districts of New York, Plaintiff Lidia M. Orrego, pro se, submits this counterstatement responding to each numbered paragraph in Defendants' Statement of Material Facts (filed August 8, 2025). Plaintiff denies the facts where disputed, with citations to admissible evidence from her own Motion for Summary Judgment (filed August 8, 2025), including her Local Rule 56.1 Statement of Undisputed Material Facts, Affirmation (Declaration) of Lidia M. Orrego, and attached exhibits 1 – 41. These materials authenticate the evidence under Federal Rules of Civil Procedure 56(c)(4) and 56(e), Federal Rules of Evidence 901 and 902, and Local Civil Rule 56.1.

Preliminary Objections:

1. Plaintiff objects to the entirety of Defendants' Statement of Material Facts on the grounds that many assertions are irrelevant to the remaining claims in this case (hostile work environment and retaliation under 42 U.S.C. § 1981 and the NYSHRL), as previously dismissed claims (e.g., against Steve Savitsky per the Court's September 30, 2021 Order, ECF No. 30) cannot support summary judgment on surviving claims.

2. Any facts derived from or referencing the New York State Workers' Compensation Board (WCB) proceedings are tainted and inadmissible due to confirmed systemic fraud in those proceedings, as evidenced by the New York State Attorney General Letitia James' ongoing investigations and prosecutions of WCB fraud (e.g., medical, provider conviction for fraud; see Ex. 25, Demand Letter dated July 7, 2025; DE [73], [196], [199], [207]; and Ex. 24, Hochfelder v. NYS WCB documents confirming fraud). Plaintiff reserves the right to move to strike such facts under FRCP 37.

3. Defendants failed to serve the mandatory notice under Local Civil Rule 56.2, required for pro se litigants opposing summary judgment, constituting a due process violation (see DE [207], p. 7; Local Civil Rule 56.2). This failure prejudices Plaintiff's response and warrants denial of their motion.

Each response below admits, denies, or otherwise responds (e.g., qualifies) to Defendants' facts. Where denied, Plaintiff provides a concise explanation and citation. Uncontroverted facts may be deemed admitted, but denials are supported by evidence creating genuine disputes for trial.

I. OVERVIEW OF PLAINTIFF & THE DEFENDANTS

1. **Otherwise responded:** Qualified: Mr. Knipfing's profession is true but irrelevant to Zantua's harassment liability and retaliation for filing a complaint. Explained: Employment began under Knipfings' oversight. See Ex. 13 (Text Messages, PLA000033–PLA000084); Ex. 3 (Employment Records, PLA000004–PLA000019). Plaintiff further calls the Court's attention to the Rydan Security, Inc. report dated November 21, 2018, detailing an interview with Rebecca Uzcategui (Bates: CONFIDENTIAL DEFS_000020 – CONFIDENTIAL DEFS_000023). This critical piece of evidence was concealed by Defendants for nearly four years—from November 21, 2018, until August 8, 2022.

See Exhibit Defendants' Lawyers, investigators, and related parties, including but not limited to discussions with Kevin Flanagan of Rydan Security & Investigations summarizing an interview conducted with me on November 7, 2018, as documented in Bates Range CONFIDENTIAL DEFS_000017- CONFIDENTIAL DEFS_000019, and the report from Rydan Security, Inc., dated November 21, 2018, detailing an interview with Rebecca Uzcategui (Bates: CONFIDENTIAL DEFS_000020- CONFIDENTIAL DEFS_000023). My co-worker Rebeca Uzcategui aka Lugo report concealed by the Defendants in Bad Faith since Rebeca confirmed my complaint dated November 2, 2018, including but not limited to:

a. Discrimination and Language Ban by Taz

"Lugo admits during the interview that she has had arguments in the past in and outside of the house with Taz because of her mistreatment. According to Lugo, Taz mimics her and makes fun of the way she speaks English."

b. Encouraging Lidia to Stand Up to Taz

"In the past, Lugo has told Lidia that she should stand up for herself with regards to Taz and inform her boss of mistreatment."

c. Arguments Involving Children and Emotional Abuse by Taz

"Lugo and Taz have also had arguments involving S. Arguments have taken place after Taz told S that she is not part of the family because she is cared for by Lugo. A specific incident of mistreatment Lugo recalls was when S was going to a Nickelodeon "Marshmallow" show and was crying out for Lugo. Taz grabbed S and put her in the car seat. As Taz was putting S in her car seat, she was telling her she wasn't part of the family. Lugo states that Taz called her and apologized after the incident."

"Lugo states that the children are well cared for and there is no physical abuse. She does however feel that there is some emotional abuse caused by Taz. This is caused by things she says and does when she is in a bad mood."

"Lugo states that Taz loves the kids but talks poorly about Lugo in front of the kids. K has told her in the past, "you're a bad nanny, I don't want to sit next to you." S asks Lugo, "Taz love you," and S also says, "No Beca." Taz doesn't allow the other kids to talk to Lugo."

"Lugo states that Taz hates her because of her relationship with S."

d. Candy Bribing (Denial, But in Context of Complaint)

"Lugo was asked whether or not she gives the child candy as a bribe to get S to comply, like using candy as a "bribe" to get S to brush her teeth. Lugo denied this. She states that there may be candy in the house like Halloween candy but she is not aware of any hidden candy because she doesn't check the draws."

e. Approaching Mr. James About Taz

"Lugo admits to approaching Mr. James with regards to the way Taz was treating her about a year ago. Afterwards, things were somewhat better. However, the situation reverted back to the way they were a short time later."

f. Taz's Aggressive Driving

"Lugo states that Taz can be an aggressive driver, especially when she is mad at Lugo or the kids. If Taz does become upset while driving to a location she will turn back around and take everyone home. Lugo claims that Taz sometimes drives fast in the truck. Lugo states she has been in the car with Taz on many occasions and has never been pulled over by the police. Lugo also states that Taz has never been in a verbal altercation or road rage incident with other drivers in her presence."

g. Mention of Lawyer/Discomfort (Related to Lawsuit Context)

- "Early in the interview, Lugo suggested she was feeling uncomfortable and may want to continue in the presence of a lawyer. When asked why she would need a lawyer she responded she did not understand what the purpose of the interview. Later in the interview she was asked if she did in fact have an attorney and, if she did, what the reason was for having one if she did not plan on litigation like a lawsuit. She stated she does not have a lawyer and was just saying it because she was unsure/uncomfortable in the moment." - "Lugo admits to having a strong personality and isn't afraid of, "anyone but God".

See annexed Exhibits:

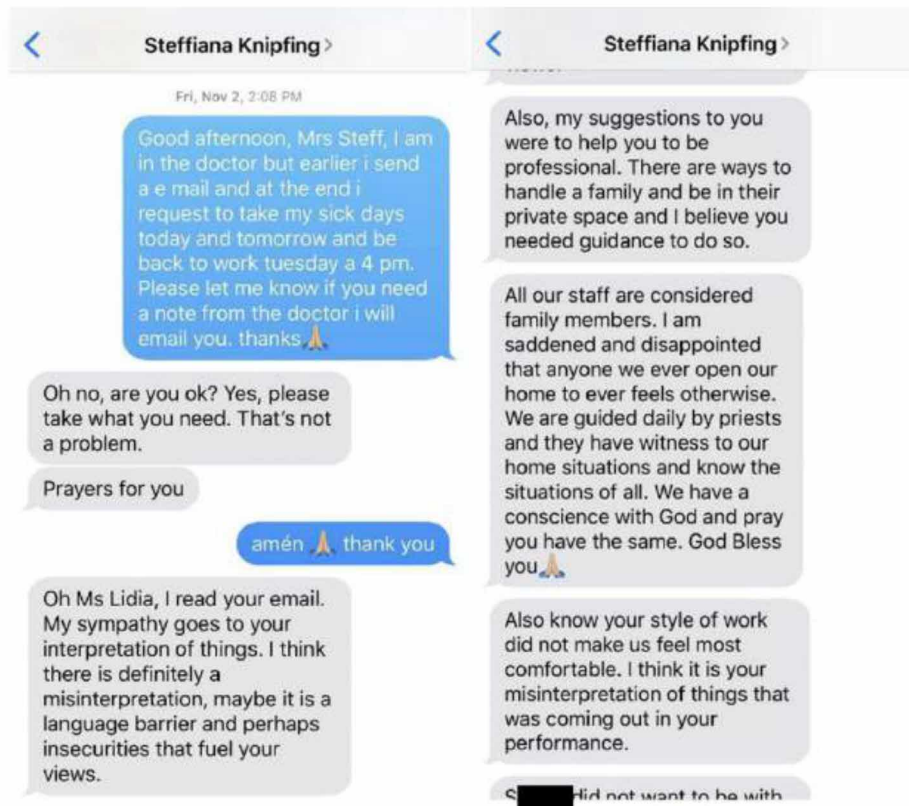
Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination.

Exhibit 8 – Mistreatment Report to House Manager, dated October 16, 2018

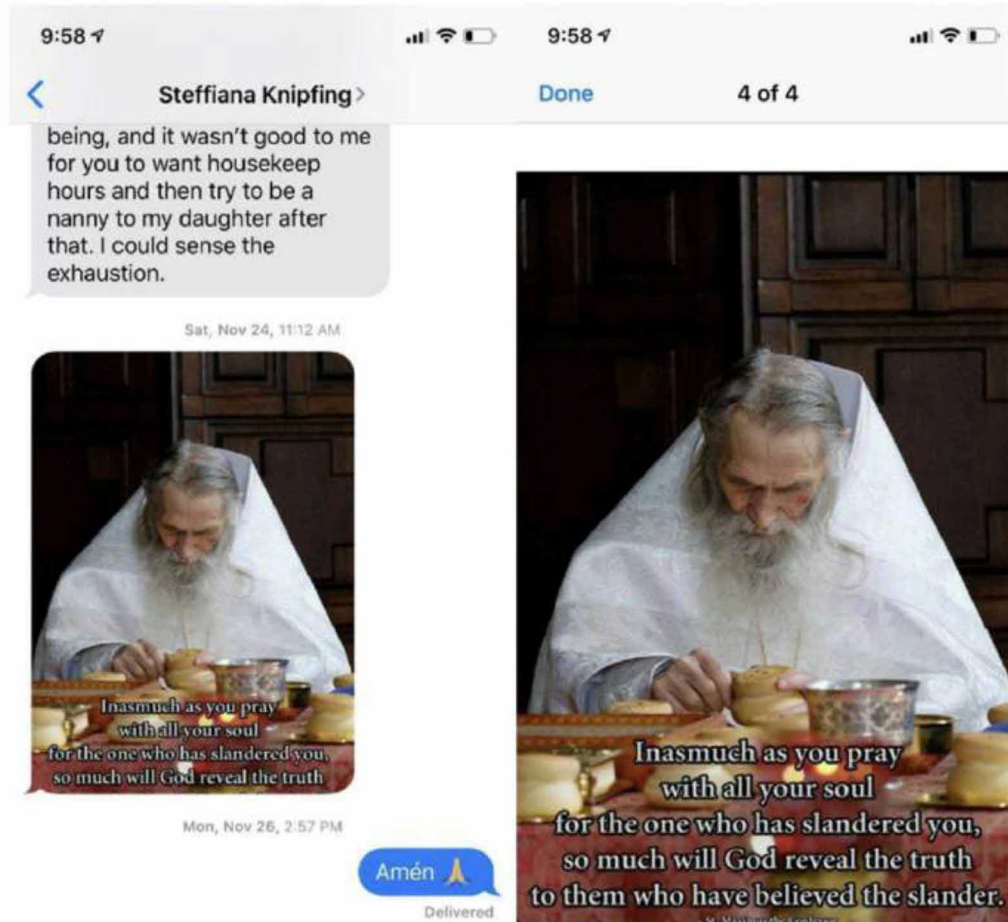
Exhibit 10 – Meeting Between Rebeca Uzcategui and Lidia Orrego – Transcript by Transaption, dated October 14, 2018

Exhibit 11 – FOIL CPS Certification – Unredacted Report, dated May 19, 2025, after three-year legal effort in EDNY Docket No. 20-cv-3361

2. **Otherwise responded:** Qualified: I assert that Stephanieanna Knipfing (also known as Steffiana de la Cruz), one of my direct employers, can be held individually liable for creating or contributing to a hostile work environment and for retaliation, in violation of the New York State Human Rights Law (NYSHRL). Under the NYSHRL, individuals may be held liable for their own discriminatory actions, for aiding and abetting the unlawful conduct of others, or for engaging in retaliation against protected activity. See attached Exhibit 16 that includes but not limited to:



November 24, 2018: Stephanieanna James-Knipfing via text message sent to the Plaintiff called her "SLANDER" even though the plaintiff presented all the evidence supporting her complaint. The employers continued their discrimination and retaliation.



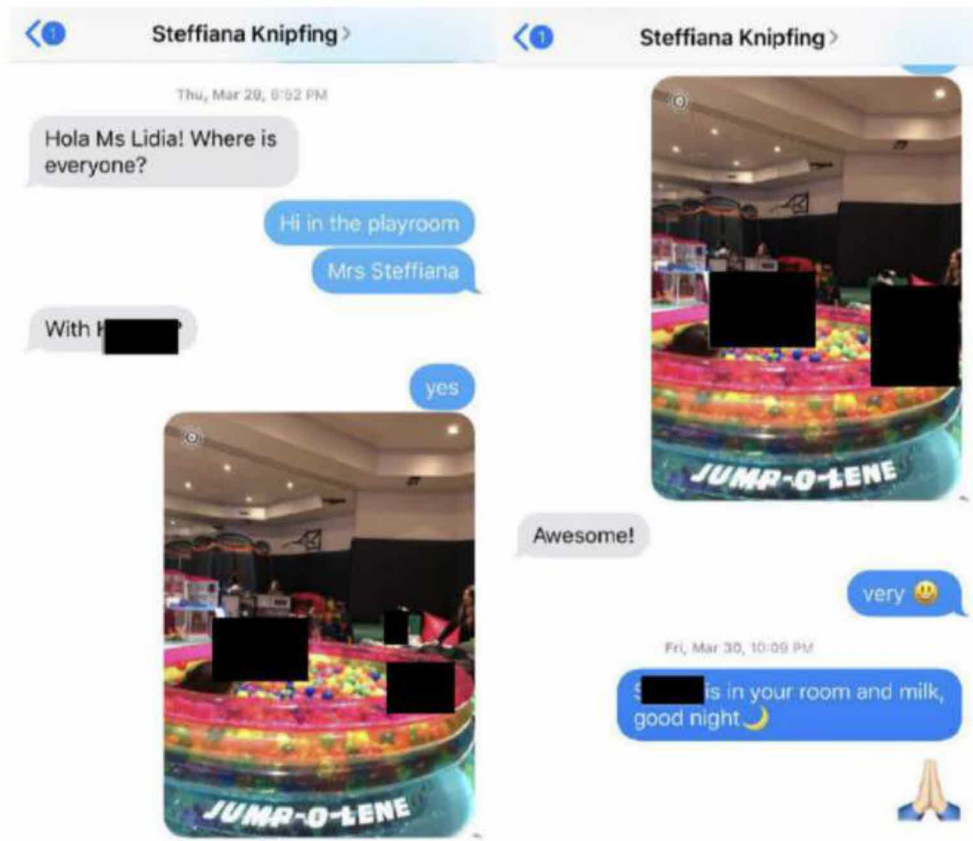
The harassment I experienced — including text messages referenced in of my Summary Judgment Motion — shows that she either directly engaged in, or tolerated, racial slurs, mockery, and retaliatory conduct, especially after I made a formal complaint on November 2, 2018, at 12:25 PM, I received from Ms. Knipfing several text messages after 2:08 PM making negatives comments about my job in retaliation to file a complaint.

I was harassed, and the hostile work environment continued before I received the formal retaliation on November 24, 2018, at 11:12 am. I was in shock, and I could only reply “Amen”.

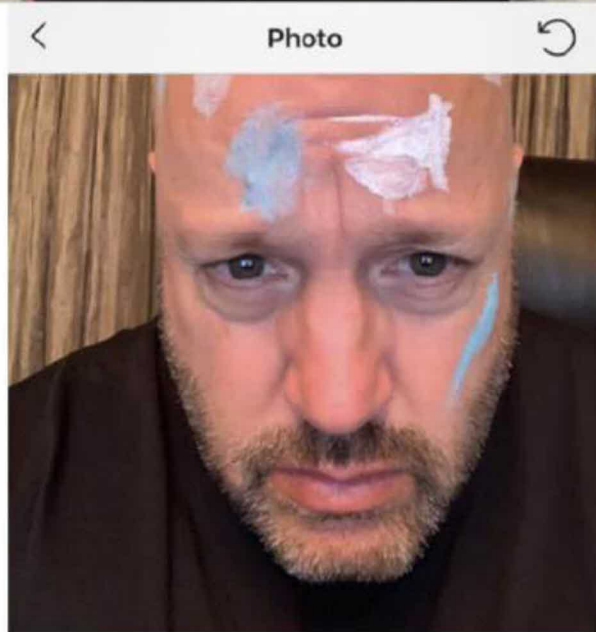
These communications are evidence of her direct involvement, or at minimum, her deliberate inaction, both of which support her individual liability under the statute. See Ex. 16 (Text Messages, PLA000031); Ex. 5 (Employment Records, PLA001871–PLA001873).

Ms. Knipfing is Mr. Knipfing's wife, aka Steffianna De la Cruz, aka Stephanie Anna Zantua. She was involved in a car accident in 2001, which killed Vietnamese actress Thuy Trang and left Angela Rockwood quadriplegic.

At all times between January 31, 2018, and November 2, 2018, Ms. Knipfing and Mr. Knipfing were fully aware that the Plaintiff was taking photos and videos. Throughout this period, the Plaintiff was never warned, instructed to stop, or presented with any Non-Disclosure Agreement (NDA). In fact, Ms. Knipfing herself distributed photos of the incidents to all employees via text message. See annexed Exhibit 6 e.g. Date March 29, 2018,



Last video requested by Mr. Knipfing e.g. Dated October 23, 2015 Time 6:12pm.



20,373 likes

kevinjamesofficial 3 year old... I'm a tiger.

[View all 305 comments](#)

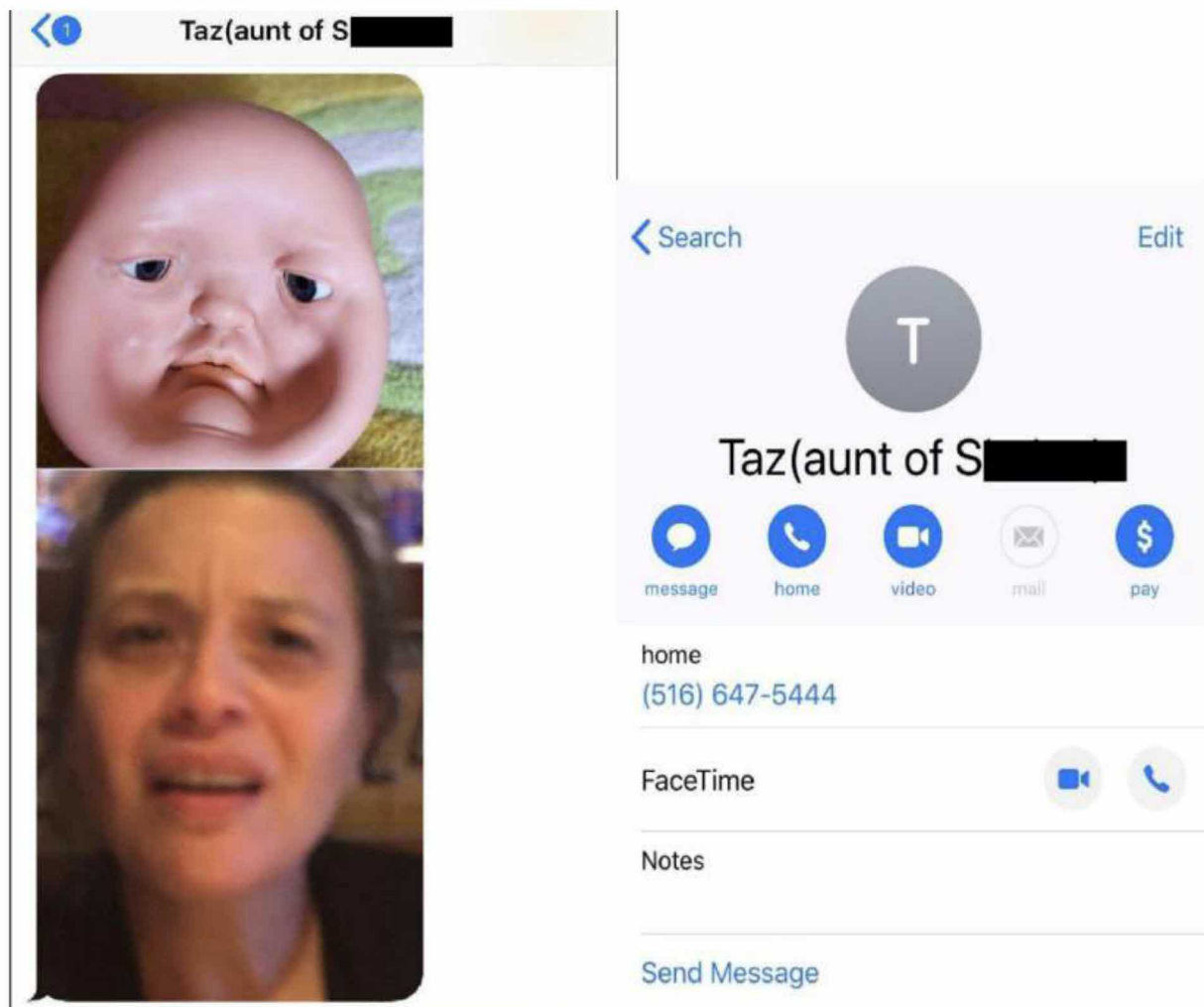
roachcomic We're painting over here too. I do ceilings.

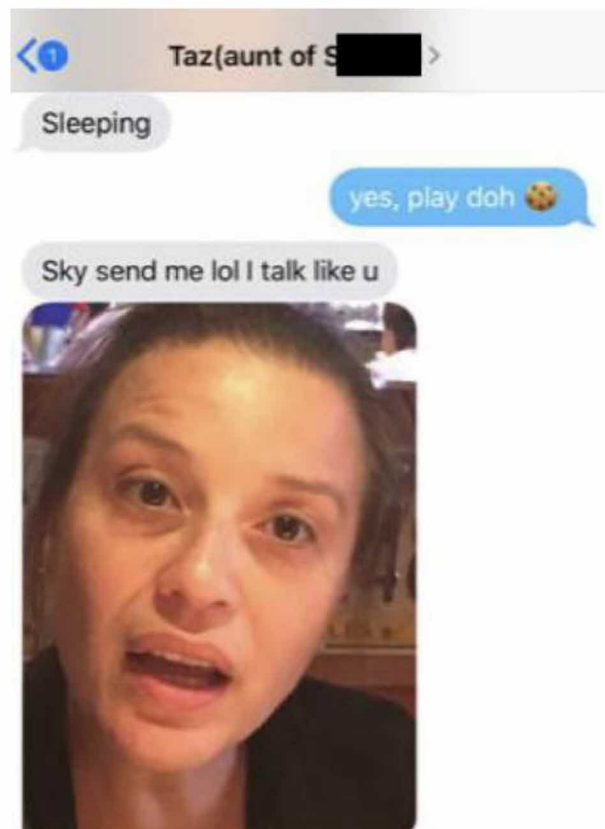
basrutenmma Braveheart!!

OCTOBER 23, 2018

I never received any communication, either verbal or written, indicating that I was not permitted to take photos. In fact, it was common practice for other employees to take pictures and share them via messaging apps or post them on social media, or send the photos and videos to Ms. Knipfing and Mr. Knipfing.

According to my meeting with my co-worker Rebeca Uzcategui, in the presence of Manuela Orrego, as well as during the interview with the investigators, on November 20, 2018, Ms. Uzcategui confirmed all the instances of abuse. She also stated that both Ms. Knipfing and Mr. Knipfing have been covering up the abuse and discrimination by Zantua for years. Ms. Uzcategui further indicated that she filed her first complaint with Mr. Knipfing as early as 2017.





Ms. Knipfing and Mr. Knipfing made false and defamatory statements about me and my employment and lied about the documented instances of abuse. I obtained the unredacted report in May 2025, after three years of fighting against the government agency to access this critical evidence

Ms. Knipfing and Mr. Knipfing deliberately concealed the video of the final physical assault, for which I am now submitting both the video and a transcript dated October 23, 2018. They have continued to lie about this incident for years.

See Additional Exhibits:

Exhibit 3: Knipfing Employment Text Messages and Hiring Process – NDA Never Received.

Exhibit 4: Text from Skylar Testa – Confirmation of Background Check, dated February 15, 2018.

Exhibit 5: Text from Stephanieanna Knipfing Regarding Salary, dated February 16, 2018.

Exhibit 6: Texts with Stephanieanna Knipfing – Awareness of Photo-Taking.

Exhibit 8: Mistreatment Report to House Manager, dated October 16, 2018.

Exhibit 10: Meeting Between Rebeca Uzcategui and Lidia Orrego – Transcript by Transaption, dated October 14, 2018.

Exhibit 11: FOIL CPS Certification – Unredacted Report, dated May 19, 2025.

Exhibit 12: Photographs from January through November 2018 – Authorized by Employers.

Exhibit 13: Texts with Zantua – Racial Remarks and Harassment.

Exhibit 14: Final Assault in Presence of Zantua – Transcript by Transaption, dated October 23, 2018.

Exhibit 15: Authorized Video Recording with Kevin Knipfing and Daughter – October 23, 2018, at 6:12 p.m.

Exhibit 16: Text from Ms. Knipfing After Complaint – Hostile Work Environment and Retaliatory Treatment, dated November 2, 2018.

Exhibit 14: Final Assault in Presence of Zantua – Transcript by Transaption, dated October 23, 2018.

Exhibit 15: Authorized Video Recording with Kevin Knipfing and Daughter – October 23, 2018, at 6:12 p.m.

Exhibit 16: Text from Ms. Knipfing After Complaint – Hostile Work Environment and Retaliatory Treatment, dated November 2, 2018.

Exhibit 17: Return-to-Work Recording Following Complaint – Meeting with Kevin Knipfing – Retaliation, NDA, and Termination Disguised as Suspension, dated November 6, 2018.

Exhibit 20: Court Decision by Judge Gary R. Brown – EDNY Docket No. 20-cv-3361, dated September 30, 2021.

Exhibit 21: Affidavit Signed by Mrs. Manuela Orrego – Witness to Mistreatment by Zantua, dated June 20, 2021.

Exhibit 22: Medical Records Documenting Injuries – Dated Since June 3, 2018.

Exhibit 24: EEOC Complaint Against Kevin Knipfing, dated January 31, 2019.

Exhibit 43: Order by Judge Balsara Regarding New Evidence – DE [198] dated June 17, 2025 – Loft Legal Opinion on Retaliatory NDA, dated July 11, 2025.

Exhibit 46: Letter from NYS Department of Labor, Case LM25006216 – Claim Filed June 8, 2025, dated August 11, 2025.

3. **Admitted:** For identification purposes only.

4. **Partially admitted as to the number of children, but qualified:** Zantua encouraged them to mock Plaintiff's accent, contributing to a hostile environment. Ms. Zantua was also my supervisor.

See evidence, including but not limited to Ex. J - Plaintiff's Diary field by Defendants; See Ex. 13 (PLA000033- PLA000084) and Ex. 14 (PLA000155- PLA000159) by Plaintiff.

5. **Admitted:** For identification purposes only.

6. **Denied:** Steve Savitsky, False Statements to WCB (March 19, 2020): Savitsky made false statements to the WCB regarding the plaintiff's employment, contributing to the ongoing fraud in Case G-2584330, that include but not limited to: Based on the Fourth Amended Complaint (Exhibit 38, filed June 10, 2025, in Case No. 24-cv-7247), Steve Savitsky (Manager of Old Westbury LLC) is accused of committing fraud as part of a racketeering enterprise. Mail Fraud (18 U.S.C. § 1341): Savitsky participated in fraudulent schemes using mail, including COBRA fraud (denying or misrepresenting health insurance continuation benefits to Plaintiff Lidia M. Orrego post-employment).

Civil RICO (18 U.S.C. § 1962(c)): Savitsky, Old Westbury LLC, and co-conspirators (Kevin and Stephanieanna Knipfing) formed an enterprise involving wage denial (withholding earned wages) and related fraudulent acts, such as falsified records and communications to evade liability.

What is Full Shimmee Inc., as my employer in the WCB case G2584330?

I never lived in California, my salary wasn't \$200 a week. I worked as a nanny and housekeeper, and I never worked for Mr. Knipfing's production company.

If everything was “legal”, why did they bring a company that never hired me into the case?

Fraud at WCB case G-2584330 Lidia M. Orrego v Kevin and Stephanienna Knipfing.

See Plaintiff's Exhibits:

Exhibit 3 – Knipfing Employment Text Messages and Hiring Process – NDA Never Received

Exhibit 4 – Text from Skylar Testa – Confirmation of Background Check, dated February 15, 2018

Exhibit 5 – Text from Stephanieanna Knipfing Regarding Salary, dated February 16, 2018

Exhibit 6 – Texts with Stephanieanna Knipfing – Awareness of Photo-Taking

Exhibit 11 – FOIL CPS Certification – Unredacted Report, dated May 19, 2025, after three-year legal effort in EDNY Docket No. 20-cv-3361

Exhibit 24 – EEOC Complaint Against Kevin Knipfing, dated January 31, 2019

Exhibit 29 - Motion to Disqualify Opposing Counsel – Gordon Rees Scully Mansukhani LLP, EDNY Docket No. 20-cv-3361, dated March 13, 2025 (DE [190])

Exhibit 30 - Renewed Motion for Declaratory Relief – Retaliation and WCB Fraud, EDNY Docket No. 20-cv-3361, dated June 30, 2025 (DE [199])

Exhibit 41 – Retaliatory Termination Letter Mailed by Steve Savitsky – Old Westbury LLC, dated November 27, 2018

Exhibit 27 – Demand Letter for Payment and Request to Reopen WCB Case No. G2584330, dated July 7, 2025

Exhibit 28 – Motion to Disqualify Opposing Counsel – Gordon Rees Scully Mansukhani LLP, EDNY Docket No. 20-cv-3361, dated March 13, 2025 (DE [190])

Exhibit 43: the Dated July 11, 2025 – Order by Judge Bulsara regarding New Evidence, DE [198] dated June 17, 2025 – Motion to Vacate dated March 9, 2023 – Includes Loft Legal Opinion on Retaliatory NDA dated May 14, 2025.

7. Denied: How can I incorrectly sue Old Westbury LLC if the letterhead of the termination letter reads "OLD WESTBURY LLC" and the envelope is from California via USPS? How is it possible to sue incorrectly if the lawyer and Mr. Knipfing confirmed on September 30, 2020, that they signed on behalf of "Old Westbury LLC"? See annexed Exhibits:

Defendant's Ex. X - Termination Letter

Exhibit 1 – Amended Complaint, dated August 17, 2020, EDNY Docket No. 20-cv-3361

Defendant’s Ex. X - Termination Letter

Exhibit 24 – EEOC Complaint Against Kevin Knipfing, Old Westbury LLC, January 31, 2019

Exhibit 38 – Fourth Amended Complaint with Exhibits – EDNY Docket No. 24-cv-7247 – Orrego v. Savitsky, dated June 10, 2025 (DE [20])

Exhibit 41 – Retaliatory Termination Letter Mailed by Steve Savitsky – Old Westbury LLC, dated November 27, 2018

8. **Otherwise responded:** Qualified: Once again I was a nanny and housekeeper. Not only one nanny, but also an employee working as a housekeeper, two jobs and making one salary. See Exhibits: Exhibit 3 – Knipfing Employment Text Messages and Hiring Process – NDA Never Received

Exhibit 4 – Text from Skylar Testa – Confirmation of Background Check, dated February 15, 2018

Exhibit 7 – Health Insurance Packet – Text from Skylar Testa, dated March 1, 2018

Exhibit 9 – Timesheet from Employer “APP” – January through November 2018 Employment with the Knipfings

9. **Otherwise responded:** Qualified: At the time, there was a barrier in my English Language. See Exhibits: Ex. J - Plaintiff's Diary

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination.

Exhibit 13 – Texts with Zantua – Racial Remarks and Harassment

Exhibit 18 – Interview with Investigators – Transcript by Transaction, dated November 12, 2018

Exhibit 19 – Email Submission of Audio Files for Investigation to Kevin Knipfing – Transcript by Transapction, dated November 16, 2018

II. THE KNIPFINGS' FEBRUARY 2018 HIRING OF PLAINTIFF

1. **Otherwise responded:** Qualified: Once again, I was a nanny and housekeeper.

See Exhibit 9 – Timesheet from Employer “APP” – January through November 2018 Employment with the Knipfing

2. **Otherwise responded:** Qualified: I never knew that Uzcategui was the primary nanny. See Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed on August 1, 2022 – Confirmed Abuse and Discrimination - (Bates: DEFS_000020-DEFS_000023).

4. **Otherwise responded:** Qualified: For identification purposes.

5. **Otherwise responded:** Qualified: For identification purposes.

6. **Otherwise responded:** Qualified: For identification purposes.

7. **Admitted.** See annexed Exhibits:

Exhibit 3 – Knipfing Employment Text Messages and Hiring Process – NDA Never Received

Exhibit 4 – Text from Skylar Testa – Confirmation of Background Check, dated February 15, 2018

Exhibit 5 – Text from Stephanieanna Knipfing Regarding Salary, dated February 16, 2018

8. **Admitted.**

9. **Admitted.** See annexed Exhibits.

Exhibit 3 – Knipfing Employment Text Messages and Hiring Process – NDA Never Received

Exhibit 4 – Text from Skylar Testa – Confirmation of Background Check, dated February 15, 2018

Exhibit 5 – Text from Stephanieanna Knipfing Regarding Salary, dated February 16, 2018

10. **Admitted.**

11. **Denied:** Start Day February 6, 2018. See APP Timesheet. See annexed Exhibits:

Exhibit 3 – Knipfing Employment Text Messages and Hiring Process – NDA Never Received

Exhibit 9 – Timesheet from Employer “APP” – January through November 2018 Employers.

12. **Denied:** Once again, there was no Offer Letter, a False document fabricated by Defendants and Steve Savitsky, no emailed, no mailed, no texted: See annexed Exhibit:

Exhibit 3: Knipfing Employment Text Messages and Hiring Process – NDA Never Received.

Exhibit 4: Text from Skylar Testa – Confirmation of Background Check, dated February 15, 2018.

Exhibit 5: Text from Stephanieanna Knipfing Regarding Salary, dated February 16, 2018.

Exhibit 7: Health Insurance Packet – Text from Skylar Testa, dated March 1, 2018.

Exhibit 9: Timesheet from Employer “APP” – January through November 2018 Employment with the Knipfings.

13. **Otherwise responded:** Qualified: I did not receive any document to sign according to the text messages. See annexed Exhibits:

Exhibit 3 – Knipfing Employment Text Messages and Hiring Process – NDA Never Received

Exhibit 43: Order by Judge Bulsara Regarding New Evidence – DE [198] dated June 17, 2025 – Loft Legal Opinion on Retaliatory NDA, dated July 11, 2025.

Exhibit 46: Letter from NYS Department of Labor, Case LM25006216 – Claim Filed June 8, 2025, dated August 11, 2025.

14. **Denied:** NDA requires providing a copy—no NDA on January 31, 2018. See Exhibits 1, 3.

Fwd: New Nanny... Lidia

2 mensajes

Skylar Testa <skylartesta@gmail.com>
Para: Lidia Orrego <lorrego@gmail.com>

1 de noviembre de 2018, 18:03

Lidia,

Here is a copy of your NDA (Non Disclosure Agreement).

Best,

Skylar
310.926.7236
SkylarTesta@gmail.com

2018-01-31 22:28.pdf
5461K

Lidia Orrego <lorrego@gmail.com>
Para: Skylar Testa <skylartesta@gmail.com>

1 de noviembre de 2018, 18:52

Thank you ! Only the paystubs are missing.
(El texto citado está oculto)

See annexed Exhibits:

Exhibit 1 – Amended Complaint, dated August 17, 2020, EDNY Docket No. 20-cv-3361

Exhibit 6 – Texts with Stephanieanna Knipfing – Awareness of Photo-Taking

Exhibit 12 – Photographs from January through November 2018 – Authorized by Employers

Exhibit 15 – Authorized Video Recording with Kevin Knipfing and Daughter – Dated October 23, 2018, between 6:00–12:00 p.m.

Exhibit 18 – Interview with Investigators – Transcript by Transaction, dated November 12, 2018

Exhibit 19 - Email 11-16-2018 Report 7 - Audio Files emailed for Investigation to Kevin Knipfing
- Transcription Transaption

Exhibit 43 - Dated 07-11-2025 - Order Judge Bulsara regarding New Evidence DE [198] Dated
06-17-2025 - Motion to Vacate Dated 03-09-2023 Include Loft Legal Opinion Retaliatory NDA
Dated 05-14-2025

15. **Denied:** Once again, I never got a copy of this NDA. See Exhibits 1, 3.

16. **Denied:** Once again, I never got a copy of this NDA. See Exhibits 1, 3.

17. **Denied:** Once again, I never got a copy of this NDA. See Exhibits 1, 3.

18. **Denied:** Once again, I never got a copy of this NDA. See Exhibits 1, 3.

III. PLAINTIFF’S RELATIONSHIP WITH MS. ZANTUA

A. Ms. Zantua Was Neither an Employee nor Plaintiff’s Supervisor

19. **Otherwise responded:** Qualified: I used the APP that my employer provided . I did not email my hours. See Exhibit 9 – Timesheet from Employer “APP” – January through.

20. **Otherwise responded:** Qualified: I never submitted anything to Testa or Zantua. Exhibit 9 – Timesheet from Employer “APP” – January through November 2018 Employment with the Knipfings.

21. **Otherwise responded:** Qualified: I don't know, but Zantua was in charge of the activities, driver and I reported directly to her.

See Annexed Exhibits:

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

Exhibit 6 – Texts with Stephanieanna Knipfing – Awareness of Photo-Taking

Exhibit 10 – Meeting Between Rebeca Uzcategui and Lidia Orrego – Transcript by Transaption, dated October 14, 2018

22. **Otherwise responded:** Qualified: I was under the impression that Zantua was employed as **a nanny and driver**; she does not have another job or activity. She is the second shift nanny to help with four kids.

As the driver, Zantua drove with visible rage, putting everyone in the vehicle—including the children—in danger. This behavior was confirmed by Rebeca Uzcategui (Exhibit 2). Had an accident occurred, my employers Mr. Knipfing and Ms. Knipfing would have been legally responsible. It doesn't matter that she wasn't a formal employee; employers are responsible for the workplace environment, including actions by third parties regularly present.

NYSHRL held employers liable for misconduct, abuse, harassment, discrimination, among others, if they had control over the workplace and negligently allowed the behavior. Her role as a nanny or driver, if performed in the workplace or business context, makes her actions attributable to the employer's responsibility.

See annexed Exhibits:

Exhibit 1: Amended Complaint, dated August 17, 2020, EDNY Docket No. 20-cv-3361.

Exhibit 2: Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination.

Exhibit 10: Meeting Between Rebeca Uzcategui and Lidia Orrego – Transcript by Transapton, dated October 14, 2018.

23. Otherwise responded: Qualified: This is two-part question.

In regard I my Workers Compensation Board case the statute of limitations in New York, is two years to file a workers' compensation claim after the date of the incident. I notified my employer, the Knipfings, on November 2, 2018. See annexed Exhibit 14 – Final Assault in Presence of Zantua – Transcript by Transapton, dated October 23, 2018

For the second part, this requires 2 answers.

The answer to the first question is Denied.

Ex. A, 174:20-25 and 227:6-23, I do not identify Mr. Testa as my supervisor.

The answer to question number two, Mr. Testa Supervisor/Housemanager/Manager, is the same meaning to me.

See Exhibits:

Exhibit 16 – Text from Ms. Knipfing After Complaint – Hostile Work Environment and Retaliatory Treatment, dated November 2, 2018

Exhibit 17 – Return-to-Work Recording Following Complaint – Meeting with Kevin Knipfing – Retaliation, NDA, and Termination Disguised as Suspension, dated November 6, 2018

Exhibit 18 – Interview with Investigators – Transcript by Transaction, dated November 12, 2018

Exhibit 19 – Email Submission of Audio Files for Investigation to Kevin Knipfing – Transcript by Transapton, dated November 16, 2018

Exhibit 20 – Court Decision by Judge Gary R. Brown – EDNY Docket No. 20-cv-3361, dated

September 30, 2021

Exhibit 21 – Affidavit Signed by Mrs. Manuela Orrego – Witness to Mistreatment by Zantua, dated June 20, 2021

Exhibit 22 – Medical Records Documenting Injuries – Dated Since June 3, 2018

B. Plaintiff's Allegations of Harassment by Ms. Zantua

24. **Admitted:** Yes, Ms. Zantua harassed me by calling me names, insulted me, and was physically and mentally abusive. Confirmed by my co-worker Rebeca Uzcategui. See annexed Exhibits:

Exhibit 1 – Amended Complaint, dated August 17, 2020, EDNY Docket No. 20-cv-3361

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

25 through 34. **Admitted:** See Exhibits:

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

Exhibit 13 – Texts with Zantua – Racial Remarks and Harassment

Exhibit 21 – Affidavit Signed by Mrs. Manuela Orrego – Witness to Mistreatment by Zantua, dated June 20, 2021

Exhibit 14 – Final Assault in Presence of Zantua – Transcript by Transapion, dated October 23, 2018

Exhibit 15 – Authorized Video Recording with Kevin Knipfing and Daughter – Dated October 23, 2018, between 6:00–12:00 p.m.

Exhibit 16 – Text from Ms. Knipfing After Complaint – Hostile Work Environment and Retaliatory Treatment, dated November 2, 2018

Exhibit 17 – Return-to-Work Recording Following Complaint – Meeting with Kevin Knipfing –

Retaliation, NDA, and Termination Disguised as Suspension, dated November 6, 2018

Exhibit 18 – Interview with Investigators – Transcript by Transaction, November 12, 2018

Exhibit 19 – Email Submission of Audio Files for Investigation to Kevin Knipfing – Transcript by Transaction, dated November 16, 2018

Exhibit 21 – Affidavit Signed by Mrs. Manuela Orrego – Witness to Mistreatment by Zantua, dated June 20, 2021

35, 36 and 37. **Otherwise responded:** Qualified: It might not have been in the text messages, but that where the verbal abuse was.

38. **Denied:** There is the text message making fun of my accent. See Annexed Exhibits:

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

Exhibit 13 – Texts with Zantua – Racial Remarks and Harassment

39. **Otherwise responded:** Qualified: No person will admit physical abuse in the text message.

40. **Otherwise responded:** Qualified: I was always polite and professional.

41. **Denied:** Everyone knows the term “lol” is a sarcastic term.

D. Plaintiff’s Purported Diary and Entries Regarding Ms. Zantua

42. **Otherwise responded:** Qualified: Opposing Counsel has my Diary translated 5 years after the termination.

43. **Otherwise responded:** Qualified: How does the Opposing Counsel expect me to remember events that happened 5 years ago?

44. **Admitted.**

45. **Admitted.**

46. **Admitted.**

47. **Otherwise responded:** Qualified: On my day off, I can work whatever I want.

48. **Otherwise responded:** Qualified: Again, on my day off, I can work whatever I want.

49. **Otherwise responded:** Qualified: What evidence that opposing Counsel that I falsify my testimony?

See Exhibits:

Exhibit 31 – Letter Motion to Vacate Orders – Fraud and Due Process Violations, EDNY Docket No. 20-cv-3361, dated July 8, 2025 (DE [203])

Exhibit 32 – IME Case – Hochfelder v. NYS WCB – AG Letitia James Confirms IME Fraud, disposed January 21, 2025

Exhibit 33 – Subpoena – Vladimir Morgovsky – WCB Case G-2584330, dated July 8, 2020

Exhibit 34 – Affirmation of Vladimir Morgovsky – NYSCEF Doc No. 641, Index No. 702511-2023, dated November 13, 2024

Exhibit 35 – Table of Evidence – Orrego_Evidence_20cv3361 PLA000001 to PLA008324

50. **Otherwise responded:** Qualified: It's hard to remember if there are per diem jobs. Irrelevant.

51. **Otherwise responded:** Qualified: I have no control over how the Pavillion Agency drafted my resume.

52. **Admitted.**

53. **Otherwise responded:** Qualified: No need for me to keep a diary because is no physical or verbal abuse going on.

54. **Admitted.**

55. **Admitted.**

56. **Admitted.**

57. **Admitted.**

58. **Denied:** The Full Diary entry is not being stated.

59. **Denied:** The Full Diary entry is not being stated.

60. **Admitted.**

61. **Denied:** Once again, The Full Diary entry is not being stated.

62. **Admitted.**

63. **Otherwise responded:** Qualified: Once again, The Full Diary entry is not being stated.

64. **Otherwise responded:** Qualified: I am insulted as to how Opposing Counsel can state “the only entries” “in my diary.

65. **Otherwise responded:** Qualified: When I have enough of the mental, verbal and physical abuse I addressed with Mr. Knipfing.

See Exhibits:

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

Exhibit 10 – Meeting Between Rebeca Uzcategui and Lidia Orrego – Transcript by Transaption, dated October 14, 2018

66. Repetitive 65)

67. **Denied:** Defendants OWN Transcript Diary Entry DEFS000057 “8/21 – 3pm”

IV.OCTOBER 31, 2018, REDUCTION IN PLAINTIFF’S HOURS, AND PLAINTIFF’S NOVEMBER 2, 2018, COMPLAINT

A. Plaintiff’s Voluntary Assumption of Housekeeping Duties in August 2018

68. **Denied:** to the work schedule. I worked Monday through Saturday 7am to 11pm, as nanny/housekeeper.

I was hired as nanny and housekeeper. My schedule and hours varied times I replace the first shift nanny, whether on vacation or out sick. I would also stay late and leave at 11 pm at night.

False to the Ex. E Job Offer Letter.

On that date October 31, 2018: I was informed of the new work schedule.

Due to the fact that word got around of my protest of excessive work hours.

See Exhibits:

Exhibit 3 – Knipfing Employment Text Messages and Hiring Process – NDA Never Received

Exhibit 4 – Text from Skylar Testa – Confirmation of Background Check, dated February 15, 2018

Exhibit 5 – Text from Stephanieanna Knipfing Regarding Salary, dated February 16, 2018

Exhibit 41: Retaliatory Termination Letter Mailed by Steve Savitsky – Old Westbury LLC, dated November 27, 2018.



69. **Denied:** Once again, my schedule was Monday through Saturday from 70 am to 11 pm.

70. **Denied:** I started working Housekeeping duties since March 2018.

False to my diary entry. I was not offered the housekeeping job because I was already performing the housekeeping duties.

71. **Denied:** As you can see in the timesheet attached Monday through Friday from 7am to 11pm.

72. **Denied:** See my hours of my timesheet. See Exhibit 9.

73. **Admitted:** It is exactly what I was saying all along.

74. **Admitted:** See my Timesheet. See Exhibit 9.

B. October 31, 2018, Removal of Plaintiff's Housekeeping Duties and Her Complaint Two Days Later

75. **Otherwise responded:** Qualified: October 31, 2018, Removal of Plaintiff's Housekeeping Duties and Her Complaint Two Days Later.

See Exhibit:

Exhibit 17 – Return-to-Work Recording Following Complaint – Meeting with Kevin Knipfing – Retaliation, NDA, and Termination Disguised as Suspension, dated November 6, 2018

76. **Otherwise responded:** Qualified: Everything seemed fine with my work duties with the Knipfings. The fact that Ms. Knipfing expressed concern that she had never demonstrated any consideration. These text messages come after my complaint.

77. **Otherwise responded:** Qualified: Approximately correct.

78. **Denied:** The email November 2, 2018, at 12:25.

See Annexed Exhibits:

Exhibit 1 – Amended Complaint, dated August 17, 2020, EDNY Docket No. 20-cv-3361

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August

1, 2022 – Confirmed Abuse and Discrimination

79. **Admitted.**

80. **Admitted.**

81. **Admitted.**

82. **Otherwise responded:** Qualified: In regard, to the abuse to the children I informed to Skylar the following dates 4/21; 08/15; 09/11, 10/16 Ex. J. Enry Diary. I also, informed Ms. Uzcategui of which there are audio recordings such as. I also informed Mr. Knipfing on November 6, 2018, and also, I sent the audio on November 8, 2018, and November 16, 2018. In addition, I sent the audio of me complaining to Mr. Testa on May 25, 2022

83. **Otherwise responded:** Qualified: I did verbally mention to Ms. Knipfing on one occasion. Her respond to me, was one of, “I am not interesting”.

84. **Admitted.**

85. Mr. Knipfing was not available, hands my complaint to Ms. Knipfing. In addition, I spoke with Testa, and his respond was, Zantua is like that with the all the nannies. See Exhibits:

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination Exhibit 20 – Court Decision by Judge Gary R. Brown – EDNY Docket No. 20-cv-3361, dated September 30, 2021

Exhibit 21 – Affidavit Signed by Mrs. Manuela Orrego – Witness to Mistreatment by Zantua, dated June 20, 2021

Exhibit 22 – Medical Records Documenting Injuries – Dated Since June 3, 2018

Exhibit 24 – EEOC Complaint Against Kevin Knipfing, dated January 31, 2019

Exhibit 25 – WCB Decision G-2584330 – MRI Accepted as Prima Facie Evidence, dated November 5, 2019

86. **Admitted.**

87. **Otherwise responded:** Qualified: Although there are not entries of my complaints to Mr. Testa, there are numerous entries about Ms. Zantua's mental, emotional, and physical abuse.

V. INVESTIGATION OF PLAINTIFF'S 11-02-2018 COMPLAINT

88. **Admitted.**

89. **Admitted.**

90. **Admitted.**

91. **Admitted.**

92. **Admitted.**

93. **Denied:** My reports state child abuse, harassment, and audio files. Why is Opposing Counsel stating the opposite?

See Exhibits:

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

Exhibit 11: FOIL CPS Certification – Unredacted Report, dated May 19, 2025.

Exhibit 18 – Interview with Investigators – Transcript by Transaction, dated November 12, 2018

Exhibit 19 – Email Submission of Audio Files for Investigation to Kevin Knipfing – Transcript by Transaption, dated November 16, 2018.

94. **Admitted.**

95. **Admitted.**

96. **Otherwise responded:** Qualified: Report 7 is an audio file of the complaints between Uzcategui and me about the harassment and abuse from Zantua.

Report 5 is the text messages from Uzcategui's harassment of me.

See annexed Exhibits:

Exhibit 2: Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination.

Exhibit 10: Meeting Between Rebeca Uzcategui and Lidia Orrego – Transcript by Transaption, dated October 14, 2018.

Exhibit 18: Interview with Investigators – Transcript by Transaption, dated November 12, 2018.

Exhibit 19: Report 7 - Email Submission of Audio Files for Investigation to Kevin Knipfing – Transcript by Transaption, dated November 16, 2018.

Exhibit 19: Email Submission of Audio Files for Investigation to Kevin Knipfing – Transcript by Transaption, dated November 16, 2018.

Exhibit 21: Affidavit Signed by Mrs. Manuela Orrego – Witness to Mistreatment by Zantua, dated June 20, 2021.

Exhibit 22: Medical Records Documenting Injuries – Dated Since June 3, 2018.

Exhibit 24: EEOC Complaint Against Kevin Knipfing, dated January 31, 2019.

Exhibit 25: WCB Decision G-2584330 – MRI Accepted as Prima Facie Evidence, dated November 5, 2019.

97. **Denied:** Exhibit V the text message from Testa mentions a different investigator form “Tefta and Irma.” Exhibit W. Confirmed.

99. **Otherwise responded:** Qualified: Confirming the interview with investigators “Tefta and Irma.”. I do not nothing about the email

100. **Otherwise responded:** Qualified: I might not have seem the actual abuse, but I would question where bruises are coming from Exhibit W. As to my interview with the investigators, there is more to my statements.

101. **Otherwise responded:** Qualified: I only aware a complaint being file the year prior.

102. **Otherwise responded:** Qualified: I cannot confirm if the email was sent if I never received the copy. Exhibit W: I might not have seem the actual abuse, but I would question where bruises are coming from.

VI. TERMINATION OF PLAINTIFF'S EMPLOYMENT

103. **Otherwise responded:** Qualified: Although the termination letter read November 27, 2018, my last day of employment was November 6, 2018.

104. **Otherwise responded:** Qualified:

1. What NDA? I never received the copy of that.
 - a. Confirm
 - b. At the request of the family
2. My unwillingness to work with Uzcategui stems from a false accusation
3. What statements are false? Uzcategui confirmed all the complaints. The Knipfings and Corporations have committed retaliation until today,

See Exhibits:

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

Exhibit 17 – Return-to-Work Recording Following Complaint – Meeting with Kevin Knipfing – Retaliation, NDA, and Termination Disguised as Suspension, dated November 6, 2018

105. **Otherwise responded:** Qualified: It is not illegal to record another person in New York and support a Complaint.

106. **Otherwise responded:** Qualified: It is not illegal to record another person in New York and support a Complaint.

107. **Otherwise responded:** Qualified: I have text messages for Zantua, harassing, discriminating, “Only English” texts messages. See Exhibits:

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

Exhibit 13: Texts with Zantua – Racial Remarks and Harassment.

Exhibit 14: Final Assault in Presence of Zantua – Transcript by Transapton, dated October 23, 2018.

108. **Otherwise responded:** Qualified: Photos and videos were upon the family's requests. Other employees. See Exhibits:

Exhibit 1 – Amended Complaint, dated August 17, 2020, EDNY Docket No. 20-cv-3361

Exhibit 6: Texts with Stephanieanna Knipfing – Awareness of Photo-Taking.

Exhibit 12: Photographs from January through November 2018 – Authorized by Employers.

Exhibit 13: Texts with Zantua – Racial Remarks and Harassment.

Exhibit 15: Authorized Video Recording with Kevin Knipfing and Daughter – October 23, 2018, at 6:12 p.m.

109. **Otherwise responded:** Qualified: My unwillingness to work with Uzcategui stems from false accusations.

See Exhibits:

Exhibit 10: Meeting Between Rebeca Uzcategui and Lidia Orrego – Transcript by Transapton, dated October 14, 2018.

Exhibit 18 – Interview with Investigators – Transcript by Transaction, dated November 12, 2018

Exhibit 11: FOIL CPS Certification – Unredacted Report, dated May 19, 2025.

110. **Otherwise responded:** Qualified: I felt supported by the Investigators. Exhibit 18.

See Exhibit:

Exhibit 18 – Interview with Investigators – Transcript by Transaction, dated November 12, 2018

111. **Otherwise responded:** Qualified: In my complaint November 2, 2018, the mistreatment is the mental abuse. As for the physical abuse once again, I have to question where the bruises are coming from.

VII. PLAINTIFF'S COMMENCEMENT OF THIS LAWSUIT & THE COURT'S PARTIAL DISMISS OF PLAINTIFF'S CLAIMS

112. **Admitted.**

113. **Admitted.**

114. **Admitted.**

115. **Admitted.**

116. **Admitted.**

117. **Admitted.**

VIII. PLAINTIFF'S HARASSING AND VEXATIOUS CONDUCT

A. Plaintiff's September 2019 Workers' Compensation Claim and Subsequent Related Complaints and State Court Lawsuits

118. **Otherwise responded:** Qualified: Under New York State Law, the Statute of Limitations is 2 years from the date of injury.

See annexed Exhibits:

Exhibit 26: Affirmation by Ximena Espinoza, dated September 6, 2025 – OPMC Complaint and Email to Medical Directors.

Exhibit 27: Demand Letter for Payment and Request to Reopen WCB Case No. G2584330, dated July 7, 2025.

Exhibit 28: Motion to Disqualify Opposing Counsel – Gordon Rees Scully Mansukhani LLP, EDNY Docket No. 20-cv-3361, dated March 13, 2025 (DE [190]).

Exhibit 40: Letter of Admonition to Pasternack Law Firm – Plaintiff Sharafaldin Ahmed, NYSCEF Doc No. 24, Docket No. 2024-05078.

Exhibit 44: NYSCEF doc. [6] – Final Determination/Decision, dated September 23, 2024, Index 72335-2024, Jason Hochfelder MD v. NYS Workers Compensation Board.

119. **Admitted.**

120. **Admitted.**

121. **Otherwise responded:** Qualified: The WCLJ is based on fraud, and I am appealing it.

See annexed Exhibits of all the Fraud and the Affidavit of Ximena Espinoza other Victim of the same WCLJ, ME doctor and Pasternack Law Firm. Additionally, Mr. Sharafaldin Ahmed, Victim of Pasternack Law Firm.

See Annexed Exhibits:

Exhibit 32 – IME Case – Hochfelder v. NYS WCB – AG Letitia James Confirms IME Fraud, disposed January 21, 2025

Exhibit 33 – Subpoena – Vladimir Morgovsky – WCB Case G-2584330, dated July 8, 2020

Exhibit 34 – Affirmation of Vladimir Morgovsky – NYSCEF Doc No. 641, Index No. 702511-2023, dated November 13, 2024

Exhibit 28 – Motion to Disqualify Opposing Counsel – Gordon Rees Scully Mansukhani LLP, EDNY Docket No. 20-cv-3361, dated March 13, 2025 (DE [190])

Exhibit 29 – Second Motion to Recuse Judge Shields – NDAs and Labor Violations, EDNY Docket No. 20-cv-3361, dated June 17, 2025 (DE [196])

Exhibit 30 – Renewed Motion for Declaratory Relief – Retaliation and WCB Fraud, EDNY Docket

No. 20-cv-3361, dated June 30, 2025 (DE [199])

Exhibit 31 – Letter Motion to Vacate Orders – Fraud and Due Process Violations, EDNY Docket

No. 20-cv-3361, dated July 8, 2025 (DE [203])

Exhibit 40 – Letter of Admonition to Pasternack Law Firm – Plaintiff Sharafaldin Ahmed,

NYSCEF Doc No. 24, Docket No. 2024-05078

Exhibit 44: NYSCEF doc. [6] – Final Determination/Decision, dated September 23, 2024, Index

72335-2024, Jason Hochfelder MD v. NYS Workers Compensation Board.

Exhibit 45: NYSCEF doc. [43], dated January 21, 2025, Index 72335-2024 – Order by Hon.

Maurice Dean Williams.

122. **.Otherwise responded:** Qualified: Based on Fraudulent IME reports. Although the WCB Board Panel sided with the Judge, I appealed the decision.

See annexed Exhibits:

Exhibit 25: WCB Decision G-2584330 – MRI Accepted as Prima Facie Evidence, dated

November 5, 2019.

Exhibit 26: Affirmation by Ximena Espinoza, dated September 6, 2025 – OPMC Complaint and Email to Medical Directors.

Exhibit 44: NYSCEF doc. [6] – Final Determination/Decision, dated September 23, 2024, Index

72335-2024, Jason Hochfelder MD v. NYS Workers Compensation Board.

Exhibit 45: NYSCEF doc. [43], dated January 21, 2025, Index 72335-2024 – Order by Hon.

Maurice Dean Williams.

Exhibit 47: NYS Workers Compensation Board – Denial of Renewal for Jason Hochfelder MD

as IME – History of False Statements, dated September 23, 2024.

123. **Admitted.**

124. **Admitted.**

125. **Admitted.**

126. **Admitted.**

127. **Admitted.**

125. **Otherwise responded:** Qualified: Attached the New evidence

126. **Otherwise responded:** Qualified: Attached.

127. **Otherwise responded:** Qualified: Attached evidence.

128. **Otherwise responded:** Qualified: Attached evidence.

129. **Otherwise responded:** Qualified: Judge Kevin J. Kerrigan stated that I intimidate a witness.

One in fact I am pointing out that this Witness submitted a false medical report. Judge Kerrigan impose illegal sanction on what.

Judge Kerrigan statement of frivolous and harassing conduct through the litigation is unfair.

Attached the document that evidence Attorney General Letitia James that confirmed that Jason Hochfelder filed false medical report Workers Compensation Board G-2584330.

130. **Admitted.**

131. **Admitted.**

**B. Plaintiff's May 2020 and February 2024 Complaints of Child Abuse against Defendants
& Subsequent Related Complaints and Petition**

132. **Otherwise responded:** Qualified: In New York State is not Statute of limitations as to when someone can report child abuse.

133. **Admitted.**

134. **Otherwise responded:** Qualified:

135. **Otherwise responded:** The reason that NCCPS complaint was unfounded was due to the

lack of evidence submitted by Debra Karpf. Hands my complaint to Nassau Office of Inspector General.

136. **Otherwise responded:** Qualified: This is irrelevant. Rebeca Uzcategui confirmed the complaint. See Exhibits:

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

Exhibit 11 – FOIL CPS Certification – Unredacted Report, dated May 19, 2025, after three-year legal effort in EDNY Docket No. 20-cv-3361

Exhibit 37 – Motion to Vacate – Appellate Docket No. 2021-09209 – Orrego v. Knipfing, dated September 4, 2025

137. **Otherwise responded:** Qualified: Rebeca Uzcategui confirmed the complaint. See Exhibit: Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

138. **Otherwise responded:** Qualified: Is in the Appeal. Rebeca Uzcategui confirmed the complaint. See Exhibit:

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

139. **Admitted.**

C. Plaintiff's March 2021 State Court Lawsuit Against the Knipfings, Ms. Uzcategui, and Cristina Coimbra

140. **Admitted.**

141. **Otherwise responded: Qualified:** Is in the Appeal. Rebeca Uzcategui confirmed the complaint. See Exhibit:

Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

D. Plaintiff's August 2021 State Court Lawsuit against the Ley Family

142. **Otherwise responded: Qualified:** Rebeca Uzcategui confirmed the complaint. See Exhibit: Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

143. **Otherwise responded: Qualified:** Rebeca Uzcategui confirmed the complaint. See Exhibit: Exhibit 2 – Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination

144. **Otherwise responded: Qualified:** Defendants missing the fact that my complaint also included the + \$4,000.- that they own me.

145. **Denied:** I never filing the Complaint. Ex. E Page 159. See attached Exhibit Small Claim: Exhibit 36 – Stipulation of Settlement – Orrego v. Ley, Case No. 303QSQ2020, dated April 25, 2022

146. **Otherwise responded: Qualified:** Pending case. Irrelevant.

147. **Admitted.**

E. Plaintiff's August 2023 Federal Lawsuit against Pasternak Ziegler and Others

148. **Admitted.**

149. **Admitted.**

F. Plaintiff's November 2024 Federal Lawsuit against Mr. Savitsky

150. **Admitted.**

151. **Otherwise responded: Qualified** No, now due to the Defendants ' avoiding service.

G. Plaintiff's February 2025 Federal Lawsuit against Justice Kerrigan and Others

152. **Otherwise responded: Qualified:** Every individual has a right to due process, and the Constitution exists to protect the rights of the people.

See attached the Order Default Judgment in my favor, Exhibit 42: NYSCEF doc. [308], Index 702511-2023, Orrego v. Morgovsky dated September 9, 2024.

Accordingly, the traverse is overruled, the Court sustains the service of process upon Dr. Gottesman, and the motion by Plaintiff for default judgment as against Dr. Gottesman is granted. Plaintiff

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FILED: QUEENS COUNTY CLERK 09/10/2024 12:12 PM
NYSCEF DOC. NO. 308

INDEX NO. 702511/2023
RECEIVED NYSCEF: 09/10/2024

may proceed to inquest for an assessment of damages at the time of trial of the remaining action. As a result, the cross-motion to dismiss is denied.

153. **Otherwise responded: Qualified:** Every individual has a right to due process, and the Constitution exists to protect the rights of the people. Irrelevant.

154. **Otherwise responded: Qualified:** Every individual has a right to due process, and the Constitution exists to protect the rights of the people. Irrelevant.

155. **Otherwise responded: Qualified:** Every individual has a right to due process, and the Constitution exists to protect the rights of the people. Irrelevant.

I. Plaintiff's Complaints Against Every Attorney Who Previously Represented or Consulted with Her in Connection with Her Claims in This Lawsuit

158. **Otherwise responded: Qualified:** Every individual has the right to effective legal representation. Irrelevant.

159. **Otherwise responded: Qualified:** Every individual has the right to effective legal

representation. Irrelevant.

160. **Otherwise responded: Qualified:** Every individual has the right to effective legal representation.

161. **Otherwise responded: Qualified:** Every individual has the right to effective legal representation.

162. **Otherwise responded: Qualified:** Every individual has the right to effective legal representation. Irrelevant.

163. **Otherwise responded: Qualified:** Every individual has a right to due process, and the Constitution exists to protect the rights of the people. Irrelevant.

164. **Denied.** There is not such email. What Exhibit? Irrelevant.

165. **Otherwise responded: Qualified:** The Peter Romero decline to represented to after I point out the act that he breaches Client-Lawyer Confidentiality. Irrelevant.

166. **Otherwise responded: Qualified:** Peter Romero declined to represent me after I pointed out that he breached Client-Lawyer Confidentiality by exchanging information between both Firms without my knowledge or authorization. Irrelevant.

167. **Otherwise responded: Qualified:** I requested to see the complaint. Irrelevant.

168. **Admitted.** Irrelevant.

169. **Admitted.** Irrelevant.

170. **Admitted.** Irrelevant.

J. Plaintiff's Conduct in This Lawsuit

171. **Otherwise responded: Qualified:** Every individual has a right to due process, and the Constitution exists to protect the rights of the people.

172. **Admitted.** Irrelevant.

173. **Otherwise responded: Qualified:** Every individual has a right to due process, and the Constitution exists to protect the rights of the people.

174. **Otherwise responded:** Qualified: I filed the complaint based on evidence.

175. **Otherwise responded:** Qualified: My complaint about Judge Brown and Shields is the lack of communication. Six months of not responding to my filings. Opposing Counsel is making it seem that my complaints are more about the decisions of my filings. Judges can make mistakes, which is the reason the review is a Constitutional Right. See annexed Exhibit:

Exhibit 39 – Letter to District Judge Sanket J. Bulsara – Senator Chuck Schumer and AG Letitia James

176. **Otherwise responded:** Qualified: The reason the Second Circuit Court denied my interlocutory appeal was that it was not a final decision despite the interlocutory appeal in EDNY qualifying for review, and the Supreme Court denied review because I am not one of the select cases.

177. **Otherwise responded:** Qualified: My motions are supported by evidence. Opposing Counsel has his opinion, and it is just that, his opinion. As for the said sanctions, I am appealing such. See attached Exhibits:

Exhibit 28: Motion to Disqualify Opposing Counsel – Gordon Rees Scully Mansukhani LLP, EDNY Docket No. 20-cv-3361, dated March 13, 2025 (DE [190]).

Exhibit 29: Second Motion to Recuse Judge Shields – NDAs and Labor Violations, EDNY Docket No. 20-cv-3361, dated June 17, 2025 (DE [196]).

Exhibit 30: Renewed Motion for Declaratory Relief – Retaliation and WCB Fraud, EDNY Docket No. 20-cv-3361, dated June 30, 2025 (DE [199]).

Exhibit 31: Letter Motion to Vacate Orders – Fraud and Due Process Violations, EDNY Docket No. 20-cv-3361, dated July 8, 2025 (DE [203]).

Exhibit 32: DE [205] Dated July 23, 2025 – IME Jason Hochfelder v. NYS WCB – AG James Confirms IME Fraud.

Exhibit 33: Subpoena – Vladimir Morgovsky – WCB Case G-2584330, dated July 8, 2020.

Exhibit 34: Affirmation of Vladimir Morgovsky – NYSCEF Doc No. 641, Index No. 702511-2023, dated November 13, 2024.

Exhibit 42: NYSCEF doc. [308], Index 702511-2023, Orrego v. Morgovsky – Default Judgment in Plaintiff's Favor, dated September 9, 2024.

Exhibit 43: Order by Judge Bulsara Regarding New Evidence – DE [198] dated June 17, 2025 – Loft Legal Opinion on Retaliatory NDA, dated July 11, 2025.

Exhibit 44: NYSCEF doc. [6] – Final Determination/Decision, dated September 23, 2024, Index 72335-2024, Jason Hochfelder MD v. NYS Workers Compensation Board.

Exhibit 45: NYSCEF doc. [43], dated January 21, 2025, Index 72335-2024 – Order by Hon. Maurice Dean Williams.

Exhibit 46: Letter from NYS Department of Labor, Case LM25006216 – Claim Filed June 8, 2025, dated August 11, 2025.

Exhibit 47: NYS Workers Compensation Board – Denial of Renewal for Jason Hochfelder MD as IME – History of False Statements, dated September 23, 2024.

178. **Otherwise responded:** Qualified: I have the right to do so. How am I supposed to communicate with the Court? Denial communication is a violation of Due Process.

See attached Exhibits:

Exhibit 28: Motion to Disqualify Opposing Counsel – Gordon Rees Scully Mansukhani LLP, EDNY Docket No. 20-cv-3361, dated March 13, 2025 (DE [190]).

Exhibit 29: Second Motion to Recuse Judge Shields – NDAs and Labor Violations, EDNY Docket No. 20-cv-3361, dated June 17, 2025 (DE [196]).

Exhibit 30: Renewed Motion for Declaratory Relief – Retaliation and WCB Fraud, EDNY Docket No. 20-cv-3361, dated June 30, 2025 (DE [199]).

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Exhibit 32: DE [205] Dated July 23, 2025 – IME Jason Hochfelder v. NYS WCB – AG James Confirms IME Fraud.

Exhibit 33: Subpoena – Vladimir Morgovsky – WCB Case G-2584330, dated July 8, 2020.

Exhibit 34: Affirmation of Vladimir Morgovsky – NYSCEF Doc No. 641, Index No. 702511-2023, dated November 13, 2024.

Exhibit 42: NYSCEF doc. [308], Index 702511-2023, Orrego v. Morgovsky – Default Judgment in Plaintiff's Favor, dated September 9, 2024.

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Exhibit 45: NYSCEF doc. [43], dated January 21, 2025, Index 72335-2024 – Order by Hon. Maurice Dean Williams.

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Exhibit 47: NYS Workers Compensation Board – Denial of Renewal for Jason Hochfelder MD
as IME – History of False Statements, dated September 23, 2024.

Respectfully submitted,

Date: September 15, 2025
Rego Park, New York

/s/ Lidia M. Orrego
Lidia M. Orrego
Plaintiff Pro Se
95-08 Queens Blvd Apart 3E
Rego Park, NY, 11374
Phone (347) 4532234
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

Lidia M. Orrego

D. Judge Sanket J. Bulsara

Plaintiff,

-against-

Case No. 20cv3361 (SJB)(AYS)

Kevin Knipfing a/k/a Kevin James,
Stephanieanna James-Knipfing a/k/a Steffiana
de la Cruz, Old Westbury EDDIE LLC,
Old Westbury, LLC, Steve Savitsky,
Teresa A. Zantua

Defendant(s).

-----X

REVISED DATED SEPTEMBER 15, 2025

SUPERSEDES DATED SEPTEMBER 12, 2025

**MEMORANDUM OF LAW IN OPPOSITION DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Date: September 15, 2025
Rego Park, New York

/s/ Lidia M. Orrego
Lidia M. Orrego
Plaintiff Pro Se
95-08 Queens Blvd Apt 3E
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I. INTRODUCTION

Plaintiff Lidia M. Orrego, a Hispanic woman of Paraguayan descent, respectfully submits this Memorandum of Law in opposition to Defendants’ Motion for Summary Judgment on her claims of hostile work environment and retaliation under 42 U.S.C. § 1981 and the New York State Human Rights Law (NYSHRL) against Defendants Kevin Knipfing, Stephanieanna James-Knipfing (“The Knipfings”), Old Westbury Eddie LLC, unregistered (“ghost company”) Old Westbury LLC, and Teresa A. Zantua (“Zantua”). See annexed Exhibits 1 to 47.

Plaintiff respectfully submits this **REVISED MEMORANDUM OF LAW, DATED SEPTEMBER 15, 2025, WHICH SUPERSEDES THE VERSION DATED SEPTEMBER 12, 2025**, to incorporate Four new exhibits (Exhibits 42, 43, 44, 45, 46 and 47 per Court order dated July 11, 2025), complete incomplete sentences, error in dates and format, served the wrong document on September 12, 2025 in the accompanying Local Rule 56.1 Counterstatement, redact minors' names in specific exhibits pursuant to Federal Rule of Civil Procedure 5.2(a), and update the relief section and Table of Contents to reflect 45 exhibits in total. This revision ensures accuracy, compliance with privacy requirements under FRCP 5.2(a) and Local Civil Rule 5.3, and a fair presentation of Plaintiff's opposition without altering the substantive arguments. Pursuant to FRCP 15(a)(2), courts freely grant leave to amend when justice so requires, absent prejudice or bad faith, as the changes here cause no undue delay or harm to Defendants and align with the Summary Judgment briefing schedule. See *Foman v. Davis*, 371 U.S. 178, 182 (1962) (emphasizing that leave to amend should be granted liberally to promote resolution on the merits). As a Pro Se litigant, Plaintiff requests leniency in these procedural corrections, consistent with the Second Circuit's directive to make reasonable allowances for self-represented parties to avoid forfeiture of rights due to lack of legal training. *Traguth v. Zuck*, 710 F.2d 90, 95 (2d Cir. 1983).

Defendants’ motion must be denied because there are genuine issues of material fact regarding the pervasive racial harassment Plaintiff endured from her supervisor, Zantua, including derogatory remarks like “stupid Paraguayan” and “Mexicans disgusting,” verbal emotional and physical abuse which created an abusive work environment from January 2018 to October 2018, supported by co-worker Rebeca Uzcategui’s (“Uzcategui”) report dated November 21, 2018 concealed by Defendants until August 1, 2022 and, recordings, transcripts, dairy, pictures, photos, videos. After Plaintiff complained about this discrimination November 2, 2018—protected activity under the law—she was demoted Terminated disguised as suspension on November 6, 2018 and formally terminated on November 27, 2018, with Defendants Knipfings, Old Westbury Eddie LLC, unregistered (“ghost company”) Old Westbury LLC relying on pretextual reasons, including a fraudulent termination letter from the unregistered entity Old Westbury LLC-ghost company.

The undisputed facts, supported by authenticated Exhibits 1–47 to Revised Plaintiff’s Affirmation dated September 15, 2025, supersede the document dated September 12, 2025, and Plaintiff’s Local Rule 56.1 Counterstatement of Material Facts, demonstrate that summary judgment for Defendants is unwarranted. Plaintiff’s November 2, 2018, complaint email, co-drafted with Rebecca Uzcategui, reported racial discrimination, harassment, and child mistreatment.

Defendants’ concealment of Uzcategui’s corroborating report, evasive discovery responses, and forged deposition signatures evidence bad faith and pretext, creating further disputes of fact. See annexed Exhibit 2.

Plaintiff opposes Defendants’ Motion in full, seeks sanctions under FRCP 37 – DE [190] dated march 13, 2025 ignored by this Court, for their discovery misconduct and fraud upon the Court, see [199], dated June 30, 2025, in case EDNY 20-cv-3361, the Plaintiff filed a Renewed

Motion for Declaratory Relief concerning retaliation and Workers' Compensation Board (WCB) fraud, which was addressed in an Order issued by Judge Brown; the motion included Exhibit 6, Exhibit 7, and Exhibit 8, each titled "Plaintiff's Certificate of Good Faith" and dated November 13, 2023, identifying, respectively, No. 1, No. 2, and No. 3 instances of Defendants' failure to disclose.

Additionally, the request to the Court file a Second Amended Motion to introduce current damages regarding **Lost Wages and Benefits** of \$1,501,090.00- calculated until June 8, 2025 (Per NYS Department of Labor, dated August 11, 2025, see annexed Exhibit 46) for physical/emotional injuries and financial losses, as detailed herein and compliant with Judge Bulsara's Individual Practices. Request for Second Amended Complaint filed DE [205] Dated 07-23-2025 - Docket 20cv3361 - Letter Motion to Vacate Orders Dated July 8, 2025, under FRCP 54(B); DE [207] Dated 08/05/2025 – Letter Motion Objection to Order Dated 08/24/2025 – Due Process Violation and Reaffirmation of Recusal Motions. See annexed Exhibits 1, 27, 43, 46.

The Plaintiff hereby confirms and affirms that she seeks **Compensatory Damages** for \$6,000,000.00- for future loss of income, emotional distress, personal and family pain and suffering, inability to care for her family, concealment of physical abuse, assault and battery, mental anguish, loss of enjoyment of life, and loss of consortium. These damages are the result of the intentional infliction of emotional distress, or reckless disregard thereof, which led to serious and ongoing harm. The Plaintiff asserts that these conditions were caused by race-based discrimination, retaliation, racial harassment, a hostile work environment, defamation, demotion, psychological harassment, and continuous physical abuse. As a result, the Plaintiff has suffered permanent damage to her health and well-being. Injuries arising from work-related incidents are excluded from this claim and are being addressed separately.

Additionally, the Plaintiff seeks **Punitive Damages** for \$2,000,000.00- to hold the Defendants accountable for their willful, malicious, and grossly negligent conduct based on racial animus. The Plaintiff alleges that the Defendants acted in conspiracy with co-workers in a discriminatory and abusive manner, causing lasting harm to her health, livelihood, and reputation. The Plaintiff respectfully requests that the Court and the Honorable Judge impose exemplary punishment to deter the Defendants and others from engaging in similarly tortious and racially motivated conduct in the future.

II. STATEMENT OF FACTS

Plaintiff, the former nanny, and housekeeper for Kevin Knipfing a/k/a Kevin James (“James”), Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz (“James-Knipfing”), collectively (“Knipfings”) worked in their private house at 2 Spring Hill Ln, Old Westbury, NY 11568 from January 31, 2018, to November 27, 2018. Plaintiff, a Hispanic woman of Paraguayan origin, worked as a nanny and housekeeper for Defendants Knipfings at their home, 2 Spring Hill Lane, Old Westbury, NY 11568. See annexed Exhibits 1, 3, 4, 5.

From January 31, 2018, to November 27, 2018, Plaintiff was subjected to pervasive and severe physical and emotional assaults, verbal abuse, harassment, retaliation, victimization, violence, etc., according to plenty of documentary evidence such as text messages, emails, recordings, transcriptions, medical records, witnesses, among others during her employment with Defendants as evidence based on her race. These incidents occurred during her employment with the Defendants, perpetrated by Teresa A. Zantua ("Zantua"), unaddressed by Defendants the Knipfings and their Corporations, Old Westbury EDDIE LLC and the unregistered “ghost” entity "Old Westbury LLC" under the Knipfings’ control. Despite the overwhelming evidence of discriminatory behavior based on the Plaintiff’s race, the Knipfings and their Corporations failed

to take any corrective action against Zantua for fostering a dangerous and hostile work environment.

This inaction directly impacted the Plaintiff's physical and emotional well-being, resulting in irreversible harm. The abuse and hostile work environment created by Zantua, coupled with the Defendants' failure to intervene, caused significant distress, anxiety, and long-term psychological damage to the Plaintiff. Despite the severity of the situation, the Defendants neglected to take appropriate action to address the toxic environment or provide the necessary support to the Plaintiff. Furthermore, in direct retaliation for filing her complaint via email on November 2, 2018, the Plaintiff was terminated just 21 days later, on November 27, 2018.

This wrongful termination, in retaliation for filing a complaint, occurred without the promised meeting from James on November 6, 2018. The Plaintiff had been demoted from her housekeeping position on October 31, 2018, after complaining about excessive work, and was subsequently terminated—disguised as a suspension—on November 6, 2018, in front of two witnesses, as confirmed by recordings and transcriptions.

Throughout the ongoing investigation into her complaint, the Plaintiff was not provided with any explanation or justification for these actions. Moreover, the Plaintiff was never referred for medical treatment through the Workers' Compensation Board ("WCB"), as required for domestic workers, leaving her without necessary care for the physical and emotional injuries sustained during her employment with the Defendants. See

In addition to the documented mistreatment, the Plaintiff submitted critical evidence during the investigation period from **November 8 to November 16, 2018**, including **Reports 1 and 7**, which were formally reported to Kevin Knipfing ("James"). This evidence included audio recordings and supporting transcriptions that corroborated the Plaintiff's allegations of abuse and

discrimination. **Shockingly**, in their motion, the Defendants show **BAD FAITH** by selectively translating only the Plaintiff's diary—originally written in Spanish—while **deliberately omitting** the translation and discussion of the audio recordings that confirm the abuse, racial harassment, and the role of Rebeca Uzcategui in drafting a formal complaint with the Plaintiff against the Zantua on October 31, 2018.

As shown in *Defendants' Exhibit P (Report 1)*, the email sent by Lidia Orrego on **November 8, 2018**, stated:

"From: Lidia Orrego liorrego@gmail.com
Sent: Thursday, November 8, 2018, 12:16 PM
To: xxxkj@gmail.com
Subject: REPORT 1

Good afternoon Mr. Kevin, I sent this part 10-14-2018 Dinner Old Westbury Diner 10:30 am. The conversation is in Spanish, if it is translated into English it would take a long time, but I hope the researchers or people you trust can translate it."

Additionally, the Plaintiff submitted **Report 7**, which included audio evidence and its corresponding transcription. This is filed as **Exhibit 10** (Transcription by Transapton of the October 14, 2018, meeting between Rebeca Uzcategui and Lidia Orrego) and **Exhibit 19** (Email dated November 16, 2018, transmitting Report 7 audio files for investigation to James, with transcription by Transapton). Despite receiving this critical evidence, the Defendants deliberately avoided discussing the recordings in their filings. James never arranged for an English translation of the recordings, choosing instead to translate only the Plaintiff's diary (*Exhibit J*), thereby attempting to conceal the full extent of the abuse and discrimination reported.

The Plaintiff also reported ongoing discrimination, harassment, and child mistreatment—including Zantua’s verbal abuse—in various communications. See Exhibit 10 – Transcript by Transcription of the October 14, 2018, meeting between Rebeca Uzcatogui and Lidia Orrego. Shockingly, this material evidence has been entirely ignored by the Defendants in their Motion to Dismiss, reflecting a pattern of bad faith and deliberate omission—not because the allegations are untrue, but precisely because they are well-documented and supported by recorded evidence.

Zantua actively fostered a hostile work environment by encouraging the Knipfings’ children and household staff to mock the Plaintiff’s accent and by forbidding the use of Spanish in the home. The Knipfings were aware of Zantua’s ongoing harassment but failed to take any corrective action, despite receiving multiple complaints from the Plaintiff. The Plaintiff engaged in protected activity by reporting Zantua’s abuse to House Manager Skylar Testa (Testa) on October 16, 2018, and again via email on November 2, 2018.

November 1, 2018, at 6:03 pm, Testa sent via email a questionable 2-Page 7-Page non-disclosure agreement (NDA), only in ENGLISH, despite the Plaintiff’s language barrier, and Plaintiff never acknowledged or received a copy from January 31, 2018, to November 1, 2018. See annexed Exhibit 1, Complaint as Exhibit 12.

“FWD: New Nanny... Lidia
 From: Skylar Testa <skylartesta@gmail.com>
 Sent: Thursday, **November 1, 2018, 6:04 PM**
 To: Lidia Orrego
 Subject: New Nanny... Lidia
 Attachments: NDA (Non-Disclosure Agreement)
 Lidia,

Here is a copy of your NDA (Non-Disclosure Agreement).

Best,
 Skylar

Skylar Testa
 310.926.7236
 SkylarTesta@gmail.com”

The November 2, 2018, email outlined serious concerns, including acts of discrimination, harassment, and child mistreatment—specifically verbal abuse by Zantua. Rather than addressing these issues, the Defendants responded with retaliation. On November 6, 2018, during a return-to-work meeting, James and Testa presented the Plaintiff with a new seven-page Non-Disclosure Agreement (NDA), and the Plaintiff was placed on a so-called “suspension” that in effect disguised her termination. The record reflects a clear pattern of retaliatory and discriminatory conduct, which was later acknowledged in the Court’s decision dated September 30, 2021. See annexed Exhibit 17 Return-to-Work Recording, dated November 6, 2018 – documenting the meeting between the Plaintiff and Kevin Knipfing following the Plaintiff’s formal complaint. The audio recording and its transcription (prepared by Transaption) confirm that the Plaintiff was presented with a retaliatory seven-page Non-Disclosure Agreement (NDA) and was effectively terminated under the guise of a “suspension.” The transcript further establishes that both Knipfing (“James”) and his witness, Cristina Coimbra, made materially false statements in their Memorandum of Law in support of the Motion to Dismiss DE [22-3] filed on December 11, 2020.

After Plaintiff complained about this discrimination November 2, 2018—protected activity under the law—she was demoted Terminated disguised as suspension on November 6, 2018, and formally terminated on November 27, 2018, - the Defendants formally terminated her employment through a fraudulent letter issued under the name of “Old Westbury LLC,” a ghost company with no legitimate operations. See annexed Exhibit 41 – Retaliatory Termination Letter mailed by Steve

Savitsky on behalf of “Old Westbury LLC,” a ghost company, dated November 27, 2018, and Exhibit 43 Loft Legal Opinion dated May 14, 2025.

The letter cited fabricated and pretextual reasons for termination, including: (1) an alleged breach of a second NDA, based on recordings and photographs taken at the Defendants’ direction and prior to Plaintiff’s receipt of the NDA; (2) a false accusation that Plaintiff refused to cooperate with investigator Rebeca Uzcategui; and (3) vague and unsupported claims of false statements. The Knipfings issued a final “severance” payment of \$1,749.00 on November 26, 2018. During the subsequent CPS investigation, Mr. Knipfing falsely stated that Plaintiff was paid two salaries, a claim that is directly contradicted by payroll documentation. Exhibit 11 - FOIL CPS Certification – Unredacted Report, dated May 19, 2025, after three-year legal effort that confirms the Knipfings’ Lies in EDNY Docket No. 20-cv-3361.

Week Beginning	Normal Hours	Overtime	Total Hours	Hourly Rate	Total
Monday, November 26, 2018	40	12.2	52.2	30	\$1,749.00
Monday, November 19, 2018	40	31.2	71.2	30	\$2,729.00
Monday, November 12, 2018	40	31.2	71.2	30	\$2,729.00

Contrary to Defendants’ claims, the Plaintiff never recanted her report of child abuse. In fact, James acknowledged during the meeting that he was aware of Zantua’s abusive conduct. **Shockingly**, Rebeca Uzcategui confirmed the abuse and discrimination during her interview with investigators on November 21, 2018. See annexed Exhibit 2.

Additionally, the Plaintiff documented the misconduct on multiple occasions in her diary, including entries dated April 21, August 15, September 11, and October 16, 2018 (see *Exhibit J* –

Entry Diary), as well as in contemporaneous text messages. See *annexed* Exhibit 8 – Mistreatment Report to House Manager, dated October 16, 2018; and Exhibit 10 – Transcript by Transcription of the October 14, 2018, meeting between Rebeca Uzcategui and Lidia Orrego.

Zantua cultivated a severely abusive and hostile work environment by actively encouraging the Knipfings' children and household staff to mock the Plaintiff's accent and by explicitly prohibiting the use of Spanish in the home—conduct that was both discriminatory and dehumanizing. This pattern of behavior was not isolated but severe and pervasive, creating a daily atmosphere of humiliation and intimidation. Despite receiving direct complaints from the Plaintiff, and prior notice from Rebeca Uzcategui nearly a year earlier—confirmed in her formal interview—the Knipfings willfully ignored the misconduct and took no corrective action to intervene or protect the Plaintiff. See Exhibit 14 – Transcript by Transcription of the final assault in the presence of Zantua dated October 23, 2018; and Exhibit 2 – Interview with Rebeca Uzcategui.

Ms. James-Knipfing participated in creating the hostile work environment and was aware of Zantua's mistreatment of other nannies, as confirmed to the Plaintiff by Skylar Testa. See Exhibit 14 – Transcript by Transcription of the final assault in the presence of Zantua (dated October 23, 2018); Exhibit 19 - Email Submission of Audio Files for Investigation to Kevin Knipfing – Transcript by Transcription, dated November 16, 2018; Exhibit 11 - FOIL CPS Certification – Unredacted Report, dated May 19, 2025, after three-year legal effort in EDNY Docket No. 20-cv-3361.

The Defendants acted in Bad Faith and made despicable false claims in their Memorandum of Law in support of the Motion to Dismiss DE [22-3], filed December 12, 2020, asserting that the Plaintiff recanted the child abuse allegations. Exhibit 19 - Email Submission of Audio Files for Investigation to Kevin Knipfing – Transcript by Transcription, dated November 16, 2018; Exhibit

11 - FOIL CPS Certification – Unredacted Report, dated May 19, 2025, after three-year legal effort that confirms the Knipfings’ Lies in EDNY Docket No. 20-cv-3361.

Plaintiff suffered work injuries from January 2018 to November 2018 due to long work hours at two jobs (70-88 hours per week, heavy duties, no rest), one salary, reported the injuries in her mail dated November 2, 2018. James-Knipfing and Testa requested a copy of the Medical Certificate provided by the Plaintiff via email. See annexed Exhibit 1, 9 and 16.

“MY SITUATION A WORK FOR 8 MONTHS

Stephanieanna James-Knipfing <steffdelacruz@gmail.com>

2 de noviembre de 2018, 14:52

Para: Lidia Kj <liorrego@gmail.com>

Cc: Skylar Testa <skylartesta@gmail.com>

YES, please send me your doctors report.

Thank you,

Steff”

The Knipfings, as well as Skylar Testa, never informed the Plaintiff of her right to Workers’ Compensation Insurance, nor did they provide any information regarding how to file a claim—despite their legal obligation to do so under New York labor law for domestic workers.

On July 23, 2020, the Plaintiff filed the initial Complaint. On August 17, 2020, the Plaintiff filed the Amended Complaint (“AC”) against Kevin Knipfing a/k/a Kevin James, Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz, Old Westbury EDDIE LLC, Old Westbury LLC, Steve Savitsky, and Teresa A. Zantua (collectively, the “Defendants”).

Despite extensive evidence of fraud and misconduct, Defendants’ counsel disparaged the Plaintiff as a “mentally disturbing woman” during the January 30, 2025, appeal in Orrego v.

Knipfing et al., Appellate Division Docket No. 2021-09209—targeting her status as a Hispanic pro se litigant. See annexed Exhibit 37 – Motion to Vacate, dated September 4, 2025. The Plaintiff suffered multiple occupational diseases—including wrist injuries, back pain, and PTSD—stemming from prolonged workplace harassment and further exacerbated by falsified medical reports submitted to the Workers’ Compensation Board (WCB), later confirmed to be fraudulent by the New York State Attorney General Letitia James. See Exhibit 22 – Medical Records Documenting Injuries (since June 3, 2018); Exhibit 25 – WCB Decision in Case No. G2584330, accepting Plaintiff’s MRI as prima facie evidence, dated November 5, 2019; and Exhibit 32 – IME Case, Hochfelder v. NYS WCB – AG Letitia James Letter Confirming IME Fraud, dated January 21, 2025.

The Plaintiff attaches the Affirmation of Ms. Ximena Espinoza, dated September 6, 2025, who, like the Plaintiff, was a victim of fraudulent conduct by Dr. Jason Hochfelder, First Choice Evaluations, and WCLJ Barry Greenberg. Ms. Espinoza attests to the submission of false medical reports and confirms the same IME (Independent Medical Examiner) fraud described in Plaintiff’s filings. As a result of these revelations, Ms. Espinoza is now able to request her benefits, which had previously been denied due to falsified documentation. See annexed - Exhibit 26 – Affirmation of Ximena Espinoza, dated September 6, 2025, including email to medical directors dated June 24, 2025, and OPMC Complaint No. NY-23-04-2301A, dated April 21, 2025; Exhibit 47 – NYS Workers’ Compensation Board Denial of IME Renewal for Dr. Jason Hochfelder, dated September 23, 2024, citing a history of filing false statements; and Exhibit 32 – DE [205], dated July 23, 2025, in Hochfelder v. NYS WCB, filed by Attorney General Letitia James, which confirms the IME fraud. These facts are further supported in Plaintiff’s Local Rule 56.1 Counterstatement, at ¶¶ 118–131.

In addition, Defendants violated the New York Labor Law (NYLL) by failing to pay owed wages, overtime, and accrued sick leave. See Exhibit 27 – Demand Letter and Request to Reopen WCB Case No. G2584330, dated July 7, 2025. Defendants also engaged in repeated discovery misconduct—including evasive depositions, forged signatures, and obstructionist tactics—in violation of Federal Rules of Civil Procedure 26, 30, 31, and 37, as documented in the Plaintiff’s Certificates of Good Faith, dated November 13, 2023. See also Exhibit 28 – Plaintiff’s Motion to Disqualify Opposing Counsel (Gordon Rees Scully Mansukhani LLP), EDNY Docket No. 20-cv-3361, DE [190], dated March 13, 2025, which was improperly denied by the Court, thereby allowing continued fraud upon the judiciary. See annexed Exhibits 43 – Loft Legal Opinion and Exhibit 46 – Letter Dated August 11, 2025 – NYS Department of Labor confirmed to file a Civil Lawsuit for the Lost Wages.

III. LEGAL STANDARD

Summary Judgment should be denied when genuine disputes of material fact exist, or the movant is not entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a); *Celotex Corp. v. Catrett*, 477 U.S. 317, 322–23 (1986). The court must view facts in the light most favorable to the non-movant and deny the motion if disputed facts could lead a reasonable jury to find for the non-movant. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). For § 1981 and NYSHRL claims, Defendants must show no genuine issues regarding hostile work environment or retaliation. *Littlejohn v. City of New York*, 795 F.3d 297, 315 (2d Cir. 2015). Local Rule 56.1 requires responses to statements of undisputed facts with citations to admissible evidence, as provided in Plaintiff’s Counterstatement. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009); *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007).

On November 27, 2018—merely 25 days after Plaintiff's November 2, 2018, internal email complaint detailing discrimination and abusive working conditions—Defendants terminated Plaintiff's employment through a fraudulent termination letter purportedly issued by “Old Westbury LLC,” a ghost company. *See* annexed Exhibit 41 (Retaliatory Termination Letter Mailed by Steve Savitsky – Old Westbury LLC “ghost company”, dated November 27, 2018). The letter cited pretextual grounds for termination, including: (1) an alleged breach of the Second NDA for taking authorized recordings and photographs inside the home, which Plaintiff performed at Defendants' express direction, and which predated her receipt of the NDA; (2) a purported unwillingness to cooperate with investigator Rebeca Uzcategui; and (3) unspecified false statements. *See* annexed Exhibits X, 21, 41.

Additionally, Defendants concealed the November 21, 2018, investigative report by Rebeca Uzcategui, which corroborated Plaintiff's claims of abuse and discrimination. *See* annexed *Exhibit 2 – Uzcategui Investigation Report (disclosed August 1, 2022); Exhibit 18 – Investigator Interview Transcript, dated November 12, 2018.*

This concealment, combined with the unlawful termination and false justifications, violated anti-retaliation provisions under the Domestic Workers' Bill of Rights (N.Y. Lab. Law § 215), the New York State Human Rights Law (§ 296), and General Business Law § 349. *See* also *Exhibit 43 – Loft Legal Opinion* (concluding the termination was retaliatory and unlawful). Accordingly, Plaintiff is entitled to relief, including reinstatement, back pay, compensatory damages, and attorney's fees under N.Y. Exec. Law § 297. *See* annexed Exhibits X, 21, 41, 43, 47.

IV. ARGUMENT

A. Genuine Issues of Material Fact Preclude Summary Judgment on Hostile Work Environment Claims Under § 1981 and NYSHRL.

To defeat a hostile work environment, claim on summary judgment, Defendants must show no genuine disputes as to: (1) membership in a protected class; (2) severe or pervasive harassment based on that class; (3) harassment imputable to the employer; and (4) subjective perception of an abusive environment. *Vance v. Ball State Univ.*, 570 U.S. 421, 424 (2013); *Littlejohn*, 795 F.3d at 315. Genuine disputes exist on all elements, precluding Summary Judgment. See annexed Exhibits 1, 2, 3, 4, 5, 6, 13.

1. Plaintiff's Membership in a Protected Class

Plaintiff, a Hispanic woman of Paraguayan descent, is a member of a protected class under § 1981 (race) and NYSHRL, race/national origin Defendants do not meaningfully dispute this. Zantua's slurs (e.g., "stupid Paraguayan," "Mexicans disgusting") targeted Plaintiff's race and national origin, creating factual disputes. See Exhibits 1 Complaint, 13 - Texts with Zantua – Racial Remarks and Harassment, Exhibit 10 - Meeting with Uzcategui, Exhibit 21 – Affidavit Ms. Manuela E. Orrego. See Plaintiff's Local Rule 56.1 Counterstatement ¶¶ 1, 107.

2. Severe or Pervasive Harassment Based on Race/National Origin

Genuine disputes exist regarding Zantua's severe and pervasive harassment throughout Plaintiff's employment (January–November 2018). She repeatedly called Plaintiff "stupid Paraguayan" for perceived work errors and "Mexicans disgusting" during a carwash incident, ordering Plaintiff to pay workers due to their ethnicity. See annexed Exhibits 13 - Texts with Zantua – Racial Remarks and Harassment; Exhibit 14 - Final Assault in Presence of Zantua – Transcript by Transaption, dated October 23, 2018.

On June 16, 2018, after a child injured Plaintiff's wrist, Zantua remarked, "You Mexicans eat a lot of corn, that's why your bones are useless," linking Plaintiff's injury to racial stereotypes. Exhibit 22 - Medical Records Documenting Injuries – Dated Since June 3, 2018; Exhibit 21- Affidavit Signed by Ms. Manuela Orrego, dated June 20, 2021.

Zantua encouraged the Knipfings' children and staff to mock Plaintiff's accent and forbid Spanish, creating a daily abusive environment. See annexed Exhibit 10 - Meeting Between Rebeca Uzcategui and Lidia Orrego – Transcript by Transaption, dated October 14, 2018.

Physical assaults, such as the October 23, 2018, incident witnessed by Zantua, compounded the hostility. See annexed Exhibit 14 - Final Assault in Presence of Zantua – Transcript by Transaption, dated October 23, 2018.

Uzcategui's report confirms 70 facts of racial and emotional abuse, also confirming the complaint a year before the Plaintiff's complaint with Knipfing. See Exhibit 2 - Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination.

These disputes as to pervasiveness alter Plaintiff's work conditions, meeting the severe-or-pervasive standard and precluding Summary Judgment. Littlejohn, 795 F.3d at 321 (frequent racial comments sufficient). See Plaintiff's Local Rule 56.1 Counterstatement ¶¶ 1(a)–(f), 107.

3. Harassment Imputable to Defendants

Genuine issues exist as to whether Zantua's harassment is imputable to Defendants, given her supervisory role (directing Plaintiff's tasks), making the Knipfings and Old Westbury Eddie LLC vicariously liable. Vance, 570 U.S. at 428. The Knipfings knew of Zantua's conduct through Plaintiff's complaints (e.g., October 16, 2018, to Testa; November 2, 2018, Email; Exhibit 2

Uzcategui's interview the year before to November 2018) but took no corrective action. See annexed Exhibits 8, 20.

Defendants' failure to investigate or discipline Zantua, despite Uzcategui's corroborating report, confirms negligence and creates disputes. See annexed Exhibit 2.

No corrective opportunities were provided, and Plaintiff's complaints were met with demotion and termination, raising factual questions. See annexed Exhibit 17 - Return-to-Work Recording Following Complaint – Meeting with Kevin Knipfing – Retaliation, NDA, and Termination Disguised as Suspension, dated November 6, 2018; Exhibit 41 - Retaliatory Termination Letter Mailed to Steve Savitsky – Old Westbury LLC, dated November 27, 2018 and Exhibit 20 - Court Decision by Judge Gary R. Brown – EDNY Docket No. 20-cv-3361, dated September 30, 2021. See Plaintiff's Local Rule 56.1 Counterstatement ¶¶ 1, 103-114.

B. Genuine Issues of Material Fact Preclude Summary Judgment on Retaliation Claims Under § 1981 and NYSHRL.

To obtain summary judgment on retaliation, Defendants must show no disputes as to: (1) protected activity; (2) adverse employment action; and (3) a causal connection. *Burlington N. & Santa Fe Ry. Co. v. White*, 548 U.S. 53, 68 (2006); *Littlejohn*, 795 F.3d at 315. Genuine disputes exist on all elements.

1. Protected Activity

Plaintiff engaged in protected activity by complaining about Zantua's racial discrimination to Testa on October 16, 2018, and via the November 2, 2018, email to the Knipfings and Testa, co-drafted with Uzcategui. See annexed Exhibits 2, 8, 16.

The email detailed Zantua's slurs, harassment, and child mistreatment, constituting opposition to unlawful practices under § 1981 and NYSHRL. See annexed Exhibits 10 (Meeting

Between Rebeca Uzcategui and Lidia Orrego – Transcript by Transaption, dated October 14, 2018); Exhibit 2 (Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination).

Plaintiff's prior verbal reports to the Testa and ignored/attempting to contact Ms. James Knipfing further qualify as protected activity, creating disputes, but they knew about the Zantua's racist behavior the year before 2017, filed by Uzcategui. See annexed Exhibit 2 Uzcategui's Interview and Exhibits 17 - Meeting with Kevin Knipfing. See Plaintiff's Local Rule 56.1 Counterstatement ¶¶ 1, 104.

2. Adverse Employment Actions

Plaintiff suffered two adverse actions: (1) demotion from nanny to housekeeper on August 15, 2018, following earlier complaints, reducing her responsibilities and status; and (2) termination on November 27, 2018, 25 days after the email. See annexed Exhibits 17, 41.

Both actions materially altered Plaintiff's employment conditions, meeting the retaliation standard and raising factual issues. *Burlington*, 548 U.S. at 68 (materially adverse actions include demotion, termination). See Plaintiff's Local Rule 56.1 Counterstatement ¶¶ 103-114.

3. Causal Connection and Pretext

The close temporal proximity between Plaintiff's complaints (August and November 2018) and adverse actions (demotion, suspension-termination and formal termination) establishes causation and creates disputes. *Littlejohn*, 795 F.3d at 319 (temporal proximity of weeks sufficient). The termination letter's pretextual reasons—NDA breach, unwillingness to work with Uzcategui, and false statements—further prove retaliation and preclude Summary Judgment. See annexed Exhibits 2, 21, 41, 43, X.

· NDA Breach: Plaintiff's photos (821) and videos (172) were authorized by Zantua and the Knipfings (e.g., dentist visits, birthdays). Plaintiff never received any warning for taking pictures from January 31, 2018, to November 1, 2018. The last video request by James is the Exhibit 15, Dated October 23, 2018, Time 6:12 pm, "Video with Kevin Knipfing & Daughter – Authorized recording". See annexed Exhibit 6 - Texts with Stephanieanna Knipfing showing awareness of photo-taking; Exhibit 12 - Photographs from January–November 2018 authorized by employers; and Exhibit 3 - Employment texts confirming NDA was never received and hiring process. NDAs were void or backdated (e.g., November 1/6, 2018, versions). Exhibit 17 Recording, November 6, 2018, documents retaliation, NDA enforcement, and termination disguised as suspension. Exhibit 1 - Other employees took photos without consequence.

· Unwillingness to Work with Uzcategui: The email focused on Zantua's harassment, not Uzcategui, and Uzcategui's report supported Plaintiff. My unwillingness to work with Uzcategui stems from a false accusation. See annexed Exhibits 1, 2.

· False Statements: Defendants falsely claimed Plaintiff reported child abuse and retracted it, but the email and recordings show no retraction, focusing on discrimination. See annexed Exhibits 2, 19, 21, 10, 11, 15, 16.

Defendants' concealment of Uzcategui's report, use of the unregistered "ghost" entity Old Westbury LLC to issue the termination, and falsely to provide COBRA benefits further confirm the retaliatory and pretextual nature of the termination. Combined with their counsel's disparagement of the Plaintiff, these actions establish triable issues of fact. See annexed Exhibits 2, 37. See Plaintiff's Local Rule 56.1 Counterstatement ¶¶ 1, 104-111.

C. Defendants' Discovery Misconduct Warrants Denial of Their Motion and Sanctions

Defendants' refusal to engage in discovery violates FRCP Rules 26, 30, 31, and 37, warranting denial of their motion and sanctions. Certificates of Good Faith (November 13, 2023) detail these failures. See annexed Exhibit 28 - Motion to Disqualify Opposing Counsel – Gordon Rees Scully Mansukhani LLP.

1. Failure to Disclose Critical Evidence

Defendants withheld Rydan Security dated November 21, 2018, reports confirming Plaintiff's allegations, including Zantua's racial slurs and child psychological mistreatment confirmed by Uzcategui on November 20, 2018. See annexed Exhibit 2 - Rebeca Uzcategui Investigation Report, dated November 21, 2018; disclosed August 1, 2022 – Confirmed Abuse and Discrimination); Exhibit 18 - Interview with Investigators – Transcript by Transaption, dated November 12, 2018.

Defendants also failed to produce employment records for Old Westbury LLC, an (ghost) unregistered entity, despite Kevin Knipfing's control over such information. See annexed Exhibit X and 41 - Retaliatory Termination Letter. See Plaintiff's Local Rule 56.1 Counterstatement ¶¶ 1, 164.

2. Evasive Deposition Responses and Forged Signatures

Defendants' April 5, 2023, written deposition responses (DE [84]) were evasive, with non-specific objections to every question, despite agreeing to respond. See annexed Exhibit 35 (Table of Evidence – Orrego_Evidence_20cv3361 PLA000001 to PLA008324). These issues create disputes and warrant denial. See Plaintiff's Local Rule 56.1 Counterstatement ¶¶ 171-178.

Court failed to address the forged signatures, see Exhibit 30 - DE [199] Dated 06-30-2025 EDNY 20cv3361 – Renewed Declaratory Relief Motion – Retaliation & WCB fraud.

Under the Federal Rules of Civil Procedure, sanctions against Defendants are warranted due to fraudulent signatures and discovery misconduct. FRCP 11(c) addresses misrepresentations to the Court; FRCP 26(g) applies to bad-faith or false discovery responses; FRCP 37(c)(1) permits sanctions for unjustified nondisclosure; and FRCP 37(b) authorizes penalties for violating discovery orders. Collectively, these rules support sanctions for Defendants' improper conduct.

3. Appropriate Sanctions Under FRCP 37

Plaintiff requests sanctions under FRCP 37(a)(2), including: (1) establishing Plaintiff's allegations as true; (2) prohibiting Defendants from opposing retaliation claims; or (3) rendering default judgment. Defendants' violations prejudiced Plaintiff, delaying justice and escalating damages, requiring denial of their motion. See annexed Exhibit 30 – DE [199] Renewed Motion for Declaratory Relief – Retaliation and WCB Fraud; Exhibit 31 - DE [203] Letter Motion to Vacate Orders – Fraud and Due Process Violations

D. Plaintiff's Damages and Undisputed Facts Necessitate Denial of Defendants Genuine disputes regarding Plaintiff's damages of \$1,501,090 preclude summary judgment

·Physical/Emotional Injuries: (wrist, back, neck, PTSD) from harassment, confirmed by WCB, worsened by falsified IME reports. See annexed Exhibits 22, 24, 25, 26, 27, 32.

Additionally, in support of the fraud in Plaintiff's Workers' Compensation case (G-2584330), the Affidavit of Ms. Ximena Espinoza is submitted as further evidence. Plaintiff also presents evidence that she was a victim of legal malpractice and betrayal by her former attorneys, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP and Pasternack Tilker Weitz & Luxenberg LLP ("The Firm"), who have undisclosed ties to Defendants' counsel, Gordon Rees Scully Mansukhani LLP—creating a clear conflict of interest.

Another victim of similar misconduct is Mr. Sharafaldin Ahmed, who filed a lawsuit in state court against the same firm. A Letter of Admonition issued in his case confirms the firm's failure to properly handle his Workers' Compensation claim and violations of the Rules of Professional Conduct. See annexed Exhibits 26, 33, 34, 40 and 47.

- Financial Losses: e.g. Unpaid wages (\$408,000 for 340 weeks), overtime (77–88 hours/week), sick leave, and WCB benefits, violating NYLL. See annexed Exhibit 27 - Demand Letter for Payment and Request to Reopen WCB Case No. G2584330, dated July 7, 2025).

- Ongoing Harm: Defendants' counsel's disparagement and discovery misconduct increased emotional distress. See annexed Exhibits 1, 9, 10, 11, 12, 21, 22, 24, 25, 44, 45, 46.

E. The Purported Non-Disclosure Agreements are Unenforceable Due to Lack of Mutual Assent, Fraudulent Backdating, and Retaliatory Application based Loft Legal Opinion

The purported Non-Disclosure Agreements ("NDAs") at issue in this case—dated January 31, 2018, but delivered to Plaintiff Lidia M. Orrego on or around November 1, 2018 (First NDA), November 6, 2018 (Second NDA), and February 27, 2023 (Third NDA)—are unenforceable under New York law. As detailed in the expert legal opinion rendered by Loft Legal on May 14, 2025 (attached as Exhibit 43), the NDAs fail to satisfy fundamental principles of contract formation, including mutual assent, and were imposed through fraudulent and deceptive practices in retaliation for Plaintiff's protected complaints. This renders them void and incapable of justifying Defendants' termination of Plaintiff's employment. See annexed Exhibit 43.

1. Lack of Mutual Assent Renders the NDAs Unenforceable

Under New York law, a binding contract requires a "meeting of the minds" on all material terms, as determined by the parties' objective manifestations through words, acts, or conduct. *Stonehill Capital Mgmt., LLC v. Bank of the W.*, 45 N.Y.S.3d 864, 870 (N.Y. Sup. Ct. 2016); *Reyes v. Lincoln Auto. Fin. Servs.*, 861 F.3d 51, 58 (2d Cir. 2017) (applying New York law). Courts

examine the totality of circumstances to assess intent to be bound. *Benicorp Ins. Co. v. Nat'l Med. Health Card Sys., Inc.*, 447 F. Supp. 2d 329, 337 (S.D.N.Y. 2006) (applying New York law); *see also Boves v. Aaron's Inc.*, 2019 WL 1206698, at *3 (S.D.N.Y. Mar. 14, 2019) (applying New York law); *Kamel v. Ahgelian*, 179 N.Y.S.3d 692, 693 (2d Dep't 2022).

Here, no mutual assent exists. Plaintiff signed a standalone signature page on January 31, 2018, under the misrepresentation that it pertained solely to salary documentation, with no reference to confidentiality obligations. The full NDAs were not provided until months or years later, in English only, despite Plaintiff's limited proficiency in the language and without opportunity for translation, explanation, or consultation with Spanish-speaking counsel. Defendants never signed any NDA. The subsequent versions (Second and Third NDAs) unilaterally modified terms, creating novations without Plaintiff's knowledge or consent. *See Lambert v. Schiller*, 68 N.Y.S.3d 195, 197 (3d Dep't 2017) (novation requires express supersession and new consideration); *Health-Chem Corp. v. Baker*, 915 F.2d 805, 811 (2d Cir. 1990) (applying New York law). These defects negate any objective manifestation of agreement, rendering the NDAs procedurally unconscionable and unenforceable. *See also 223 Sam, LLC v. 223 15th St., LLC*, 77 N.Y.S.3d 83, 85 (2d Dep't 2018); *WebMD LLC v. Aid in Recovery, LLC*, 89 N.Y.S.3d 7, 8 (1st Dep't 2018); *Curtis Props. Corp. v. Greif Cos.*, 628 N.Y.S.2d 628, 632 (1st Dep't 1995).

2. Retroactive Enforcement of the NDAs Is Invalid Due to Fraudulent Backdating and Lack of Consideration

New York law prohibits retroactive imposition of contractual obligations without prior consent or new consideration, particularly when backdating is used to deceive. The NDAs were backdated to January 31, 2018—the start of Plaintiff's employment—but delivered much later, purporting to cover conduct from January through November 2018 without contemporaneous negotiation or compensation. No prior oral agreement existed, and modifications required mutual

assent and consideration, which were absent. *Estate of Anglin ex rel. Dwyer v. Estate of Kelley ex rel. Kelley*, 705 N.Y.S.2d 769, 772 (4th Dep't 2000); N.Y. Gen. Oblig. Law § 5-1103; *GG Managers, Inc. v. Fidata Tr. Co. N.Y.*, 626 N.Y.S.2d 488, 490 (1st Dep't 1995); *Am. Int'l Tel., Inc. v. Mony Travel Servs., Inc.*, 2001 WL 209918, at *6 (S.D.N.Y. Feb. 23, 2001) (applying New York law).

Such backdating constitutes fraud where it fabricates a false appearance of prior agreement. *See Schlaifer Nance & Co. v. Estate of Warhol*, 119 F.3d 91, 98 (2d Cir. 1997); *Centro Empresarial Cempresa S.A. v. América Móvil, S.A.B. de C.V.*, 17 N.Y.3d 269, 276 (2011); *Mandarin Trading Ltd. v. Wildenstein*, 16 N.Y.3d 173, 178 (2011). Defendants' actions—misrepresenting the initial signature page and inserting punitive terms (e.g., \$100,000 liquidated damages in the Third NDA) post-complaint—violate General Business Law § 349's prohibition on deceptive acts in commercial transactions.

3. Defendants' Termination of Plaintiff's Employment Was Unlawful and Retaliatory

Plaintiff's termination on November 27, 2018, violated New York law, as it was retaliatory and pretextual, relying on alleged NDA breaches for pre-existing, employer-directed conduct (e.g., taking photos/videos). The termination occurred just 25 days after Plaintiff's November 2, 2018, internal complaint about working conditions, without the required written notice under N.Y. Labor Law § 195(6), which mandates details on the effective termination date and benefit cessation within five working days.

This contravenes anti-retaliation protections under the Domestic Workers' Bill of Rights (N.Y. Lab. Law § 215), Human Rights Law (N.Y. Exec. Law § 296), and General Business Law § 349. Reliance on post-complaint NDAs to punish protected activity amounts to unlawful

retaliation. *See also* N.Y. Exec. Law § 297 (remedies for retaliation include reinstatement, back pay, and damages).

4. Available Remedies Warrant Voiding the NDAs and Awarding Damages

Courts may void unconscionable contracts under N.Y. U.C.C. § 2-302(1). Plaintiff is entitled to seek invalidation of the NDAs, reinstatement, back pay, compensatory and liquidated damages, injunctive relief, civil penalties, emotional distress compensation, and attorney's fees. N.Y. Lab. Law § 215; N.Y. Exec. Law § 297. Defendants' fraudulent conduct further supports these remedies, as Plaintiff suffered lost wages, benefits, emotional distress, and reputational harm. In sum, the NDAs are void ab initio, and Defendants' reliance on them to justify termination is pretextual and unlawful. This Court should deny enforcement of the NDAs.

V. CONCLUSION

Plaintiff respectfully requests that the Court deny Defendants' Motion for Summary Judgment on her hostile work environment and retaliation claims under § 1981 and NYSHRL, update the damages regarding **Lost Wages and Benefits** of \$1,501,090.00 via Second Amended Complaint, and impose FRCP 37 sanctions against Defendants. The genuine disputes of material fact, authenticated by Exhibits 1–47, establish that summary judgment is unwarranted and highlight Defendants' bad faith. Plaintiff further requests leave to file a Second Amended Complaint to update damages and claims, as noted in the 56.1 Counterstatement.

Respectfully submitted,

Date: September 15, 2025
 Rego Park, New York

/s/ Lidia M. Orrego
 Lidia M. Orrego
 Plaintiff Pro Se
 95-08 Queens Blvd Apt 3E
 Rego Park, NY, 11374
 Phone (347) 4532234
 Email: liorrego@gmail.com

Certification of Word Count

Pursuant to the applicable Local Civil Rules and/or the Individual Practices of the Court, I certify that the attached memorandum contains **6999 words**, excluding the case caption, table of contents, table of authorities, and certificates, as counted by Microsoft Word.

/s/ Lidia M. Orrego
Lidia M. Orrego
Plaintiff Pro Se

EXHIBIT 13

September 15, 2025

Hon. Sanket J. Bulsara
United States District Judge
United States District Court, Eastern District of New York
100 Federal Plaza, Courtroom 930
Central Islip, NY 11722 - Via ECF – Pro Se Office

Re: Case No. 20-CV-3361 (SJB)(AYS) Orrego v. Knipfing et al.

Re: Letter Motion for Leave to File Revised Opposition Documents Pursuant to Fed. R. Civ. P. 15(a)(2) “freely give[n] when justice so requires.” - (Request for Order on or before September 22, 2025)

Dear Judge Bulsara:

I, Lidia M. Orrego, appearing *Pro Se*, respectfully submit this letter motion pursuant to **Fed. R. Civ. P. 15(a)(2)**, which allows Amendment with the Court’s permission and directs that leave be “freely give[n] when justice so requires.” I seek leave to file revised opposition documents dated September 15, 2025, to replace the erroneous versions filed on September 12, 2025. This follows my earlier request sent at 1:37 PM EDT with the proposed documents. Opposing counsel does not consent (see Exhibit 1).

The Injunction at DE [210] does not apply. I request the Court’s ruling **on or before September 22, 2025**.

Respectfully submitted.

Word count: 100.-

Respectfully submitted,

/s/ Lidia M. Orrego
Lidia M. Orrego
Plaintiff Pro Se
95-08 Queens Blvd, Apt. 3E
Rego Park, NY 11374
Phone: (347) 453-2234
Email: liorrego@gmail.com

Exhibit 1: Email_from_Defendants Counsel_09-12-2025.pdf – Time 3:33 pm.

All the parties are registered in NYSCEF. Attached Certificate of Service.

EXHIBIT 1



Lidia Orrego <liorrego@gmail.com>

Re: Subject: Request to Serve Revised Opposition Documents - Case No. 20-cv-3361 (EDNY)

1 message

Kuuku Minnah-Donkoh <kminnahdonkoh@grsm.com>

Mon, Sep 15, 2025 at 3:33 PM

To: Lidia Orrego <liorrego@gmail.com>

Ms. Orrego,

I cannot consent.

**KUUKU MINNAH-DONKOH** | Partner (He/Him)1 Battery Park Plaza, 28th Floor, New York, NY 10004D: 212.453.0709kminnahdonkoh@grsm.comgrsm.com[vCard](#) | [Bio](#)**From:** Lidia Orrego <liorrego@gmail.com>**Sent:** Monday, September 15, 2025 10:12:36 AM**To:** Kuuku Minnah-Donkoh <kminnahdonkoh@grsm.com>**Cc:** Lidia Orrego <lioria.orego@justiceforlidia.nyc>; Dallas Rivera <dlrivera@grsm.com>; Peter Cella <pcella@grsm.com>; Paulette Guerrero <pguerrero@grsm.com>; Kuuku Minnah-Donkoh <kminnahdonkoh@grsm.com>**Subject:** Subject: Request to Serve Revised Opposition Documents - Case No. 20-cv-3361 (EDNY)

Counsel Minnah Donkoh,

I am writing as the pro se Plaintiff, Lidia M. Orrego, to ask permission to file revised opposition documents in the above-referenced matter because of errors in my first submission.

Due to my work obligations, illness, and a family member's illness, I was confused at the time of submission on September 12, 2025.

I mistakenly filed incorrect and incomplete documents taken from a draft file rather than the finalized versions, which were not corrected. The Revised Affirmation contains the details of the changes to be transparent.

The revised documents, dated September 15, 2025, supersede the versions dated September 12, 2025, and include:

- Revised Plaintiff's Affirmation in Support of Opposition to Motion for Summary Judgment (Supersedes 09-12-2025). Include the details of the corrections, e.g., Errors, incomplete sentences, and incorrect facts, also 42-47 Exhibits to include because they were the drafting.
- Revised Local Rule 56.1 Counterstatement of Material Facts (Supersedes 09-12-2025). Incomplete answers. For example, 178 grammatical errors in the document because my computer is having issues.

221a

- Revised Memorandum of Law in Opposition to Summary Judgment (Supersedes 09-12-2025). Drafting with e.g. grammatical errors and an incomplete table of contents, the document was filed by mistake.
- Certificate of Service for the service of the revised papers.
- These revisions incorporate missing exhibits 42-47, address errors in dates, formatting, and incomplete filings.
- Exhibit, e.g., Redaction of my DOB in the affidavit.

Please note that my first language is not English; therefore, the document contains errors. All of this also happened because my computer was not working correctly, the system, as Judge Brown said, my English is still not adequate.

I respectfully request the Court's leniency in light of my pro se status, consistent with Second Circuit guidance (*Traguth v. Zuck*, 710 F.2d 90, 95 (2d Cir. 1983)).

Let me know if you want to leave the errors in that way, or if I can submit the REVISED VERSIONS to replace them?

Thank you for your consideration.

Best regards,

Lidia M. Orrego
Pro Se Plaintiff

CC:

H. District Judge Sanket J. Balsara
EDNY via ECF

This email communication may contain CONFIDENTIAL INFORMATION WHICH ALSO MAY BE LEGALLY PRIVILEGED and is intended only for the use of the intended recipients identified above. If you are not the intended recipient of this communication, you are hereby notified that any unauthorized review, use, dissemination, distribution, downloading, or copying of this communication is strictly prohibited. If you are not the intended recipient and have received this communication in error, please immediately notify us by reply email, delete the communication and destroy all copies.

GORDON REES SCULLY MANSUKHANI, LLP
YOUR 50 STATE LAW FIRM™
www.grsm.com

EXHIBIT 14



Lidia Orrego <liorrego@gmail.com>

Clarification and Request Regarding Incomplete Filing of DE [211] – EDNY Case No. 20-cv-3361 (SJB)(AYS)

1 message

Lidia Orrego <liorrego@gmail.com>
To: clerk-of-court@nyed.uscourts.gov

Tue, Sep 16, 2025 at 8:31 PM

[REDACTED]

To: Brenna B. Mahoney
Clerk of Court
U.S. District Court, Eastern District of New York

Dear Ms. Mahoney,

On August 9, 2025, I filed a letter motion with 8 exhibits totaling 299 pages in the above case. However, only one page appears on the docket.

For your reference, I am submitting a copy of the complete documents and proof of service.

- [Docketed One-Page Filing \(DE \[211\]\)](#)
- [Full 299-Page Filing with 8 Exhibits](#)
- [Certificate of Service No filed ECF Page 299](#)
- [Proof of Service Parties via email](#)

Please advise.

Thank you so much for your help in advance.

Respectfully submitted,

Lidia M. Orrego
Plaintiff Pro Se
95-08 Queens Blvd, Apt. 3E
Rego Park, NY 11374
Phone: (347) 453-2234
Email: liorrego@gmail.com

Attachments:

- Docketed One-Page Filing (DE [211])
- Full 299-Page Filing with 8 Exhibits
- Certificate of Service No filed ECF Page 299
- Proof of Service Parties via email

 I. Dated 08-09-2025 - LETTER MOTION LEAVE TO
FILE NEW PROCEEDINGS.pdf

EXHIBIT 15

September 16, 2025

Hon. Sanket J. Bulsara
United States District Judge
United States District Court, Eastern District of New York
100 Federal Plaza, Courtroom 930
Central Islip, NY 11722 - Via ECF – Pro Se Office

Re: Case No. 20-CV-3361 (SJB)(AYS) Orrego v. Knipfing et al.

Re: Letter Motion for Leave to File Motion to Strike ¶¶ “129-178” Exhibit 2 under FRCP 12(f) (Strike Immaterial/ Scandalous/Insufficient Matter), FRCP 37 (Sanctions for Fraud), and FRE 403 (Exclude Prejudicial Evidence). Local Rule 56.1 Supports Striking Facts Not Backed by Admissible Evidence.

Dear Judge Bulsara:

I, Lidia M. Orrego, *Pro Se*, respectfully submit this letter motion pursuant **Fed. R. Civ. P. 12 (f), etc.**, I seek leave to file a Motion to Strike paragraphs 129–178 of Defendants' Local Rule 56.1 Statement. These are unrelated to § 1981/NYSHRL Defenses and based on fraudulent WCB evidence. E.g., Exhibit 1 Hon. Maurice D. Williams’ Jan. 21, 2025, Hochfelder Order (Index 72335/2024) confirms falsifying reports per AG Letitia James’ findings and evidence.

Injunction DE [210] does not apply to Motion Summary Judgment related requests.

I request fair consideration and Court’s ruling **on or before September 22, 2025**.

Word count: 100.-

Respectfully submitted,

/s/ Lidia M. Orrego
Lidia M. Orrego
Plaintiff Pro Se
95-08 Queens Blvd, Apt. 3E
Rego Park, NY 11374
Phone: (347) 453-2234
Email: liorrego@gmail.com

Exhibit 1: Hon. Maurice D. Williams’ Jan. 21, 2025, Hochfelder order (Index 72335/2024)

Exhibit 2: Orrego - Defendants 56.1 Statement (Final)

All the parties are registered in NYSCEF. Attached Certificate of Service. Total pages filed: 50.-

EXHIBIT 1

FROM:PMHC

09/26/2024 14:33

P.001/002


**Workers'
Compensation
Board**
KATHY HOCHUL
Governor

CLARISSA M. RODRIGUEZ
Chair

STEVEN M. SCOTT
Executive Director

September 23, 2024

Jason Hochfelder, M.D.
Orlin & Cohen
440 South Riverside Avenue
Croton on Hudson, NY 10520

Re: Application for Authorization Renewal

Dear Dr. Hochfelder:

The Medical Director's Office has received your application dated August 22, 2024, for renewal of your authorization to treat and perform independent medical examinations of injured workers. Upon review of your history, outlined briefly below, since your last application, the Workers' Compensation Board (Board) declines to grant your application for renewal of your authorization.

1. **IME Complaint. Date of Exam 10/14/2020.** The claimant stated that your examination was incomplete and hence could not have supported the findings listed in your report.
2. **IME Complaint. Date of Exam August 7, 2023.** The claimant stated that you did not perform a complete examination or ask the claimant to perform certain movements that were noted in your report. Additionally, the claimant stated that the facility where the examination was conducted failed to accommodate person with disabilities as it did not have a ramp (only a 6-inch step) or a handrail.
3. **IME Complaint. Date of Exam November 16, 2023.** The claimant stated that you failed to appear for independent medical examinations which were scheduled for September 25, 2023 and October 30, 2023.
4. **IME Complaint. Dates of exams: June 10, 2022 and January 16, 2023.** The claimant, Ximena Espinosa, stated that you did not perform a thorough examination and did not accurately document her condition in your reports, resulting in a loss of benefits. Further investigation reveals that your reports and testimony were deemed to have little credibility according to the Workers' Compensation Law Judge Barry Greenberg per his Decision of October 20, 2023.
5. **Failure to Adequately Respond to Letters from the Medical Director's Office.** Regarding the complaint in paragraph #4 above, the Medical Director's Office wrote to you regarding these IME dates on June 21, 2024 and on August 6, 2024. Your response to the Board's letters inadequately addressed the claimant's complaints in violation of Workers' Compensation Law § 13-d(2)(f).

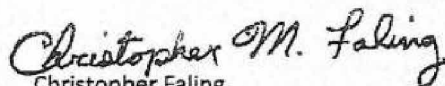
Jason Hochfelder, M.D.

Page Two

6. **Conducting Excessive Number of IMEs.** Our investigation has revealed that on multiple dates, you have conducted an excessive number of IMEs that calls into question your ability to have adequately and accurately assessed the medical condition of claimants requiring an independent medical examination. The complaints outlined above corroborate that there have been occasions where you have not documented your findings accurately.
7. **Filing of False Statements in Medical Reports.** Our investigation has revealed that on multiple occasions, you have documented IMEs being performed at the same time. This constitutes the filing of a false statement in a medical report and is removable conduct under § 13-d(2)(d).

Each of the reasons outlined above provide separate, distinct and adequate bases to deny your application for reauthorization to treat and to perform independent medical examinations of injured workers. Accordingly, your application to renew your authorization to treat injured workers and to perform independent medical examinations is denied. Your authorization to treat injured workers and to perform independent medical examinations will expire September 30, 2024.

Sincerely,



Christopher Faling

Principal Workers' Compensation Examiner
Medical Director's Office

New York State Workers' Compensation Board

Riverview Center, 150 Broadway, Suite 195, Menands, NY 12204 | (800) 781-2362 | wcb.ny.gov

EXHIBIT 2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X

LIDIA M. ORREGO,

Plaintiff,

Case No.: 20-cv-03361 (SJB)(AYS)

- against -

**DEFENDANTS' STATEMENT OF
MATERIAL FACTS PURSUANT
TO LOCAL CIVIL RULE 56.1**

KEVIN KNIPFING, *Employer, also known as Kevin James*; STEPHANIEANNA JAMES-KNIPFING, *Employer, also known as Steffiana de la Cruz*; OLD WESTBURY EDDIE LLC, *Company/Payroll owner Kevin Knipfing*; OLD WESTBURY LLC, *Unknown Entity under registration in NY State*, STEVE SAVITSKY, *Business Manager, Old Westbury LLC*; and TERESA A. ZANTUA,

Defendants.

----- X

Pursuant to Rule 56.1(a) of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York, defendants, KEVIN KNIPFING (Mr. Knipfing”), STEPHANIEANNA JAMES-KNIPFING (“Ms. Knipfing”), OLD WESTBURY EDDIE LLC (“Old Westbury”), incorrectly also sued here as Old Westbury LLC, and TERESA A. ZANTUA (aka “Taz,” hereafter “Ms. Zantua”, and together with Mr. Knipfing, Ms. Knipfing, and Old Westbury, the “Defendants”) set forth the following Statement of Material Facts as to which there are no genuine issues to be tried:^{1 2}

¹ All claims as against defendant Steve Savitsky were dismissed pursuant to the Court’s Memorandum and Order dated September 30, 2021 (“09-30-2021 Decision”). *See* ECF Do No. 30.

² The statements of fact set forth herein are made solely for purposes of Defendants’ Motion for Summary Judgment. As such, on a number of occasions, Defendants have herein conceded certain facts for purposes of the instant Motion. However, should any part of *pro se* plaintiff Lidia Orrego (“Plaintiff”)’s Amended Complaint survive this Motion, Defendants reserve the right to dispute at trial Plaintiff’s version of events, including those portions contained in this Statement of Material Facts.

116. The Court issued a decision on September 30, 2021 (“09-30-2021 Decision”), in which the Court dismissed Plaintiff’s claims under the NYCHRL, the NYLL, the New York Penal Law, and Plaintiff’s claims for discrimination under § 1981 and the NYSHRL, in their entirety. **Ex. AA**, 09-30-2021 Decision, at p. 1. Additionally, the Court dismissed Plaintiff’s retaliation claims against Mr. Savitsky and Ms. Zantua, and Plaintiff’s hostile work environment claims against Mr. Savitsky. *Id.*

117. The Court, however, denied the motion to dismiss as to: (1) Plaintiff’s claims against Ms. Zantua for race and national origin-based hostile work environment under § 1981 and the NYSHRL; (2) Plaintiff’s § 1981 and the NYSHRL race and national origin-based hostile work environment claims against the Knipfings and Old Westbury, based on Ms. Zantua’s alleged conduct; and (3) Plaintiff’s claims for retaliation against the Knipfings and Old Westbury under § 1981 and the NYSHRL. *See generally*, Ex. AA, 9-30-2021 Decision. Accordingly, only these claims are left to be adjudicated in this Defendants’ motion for summary judgment. *Id.*

VIII. PLAINTIFF’S HARASSING AND VEXATIOUS CONDUCT¹²

A. Plaintiff’s September 2019 Workers’ Compensation Claim and Subsequent Related Complaints and State Court Lawsuits

118. On or about September 3, 2019, almost a year after Plaintiff’s employment with the Knipfings was terminated, Plaintiff filed a claim with the WCB, claiming to have sustained physical injuries during her employment with the Knipfings. Ex. A, Plaintiff’s Dep. at 174:20-25, 227:6-23. Ex. G, Plaintiff’s Workers’ Compensation Application, P000306-000310.

119. After multiple hearing days, which included, but was not limited to, sworn testimony from Plaintiff and her medical providers, a final hearing was held on March 5, 2021, before WCB Law Judge Barry Greenberg (“WCB Judge Greenberg”). Ex. L, Plaintiff’s 3-5-2021

¹² The following is just a sample of all the various complaints, lawsuits, and appeals Plaintiff has filed since 2019.

WCB Hearing Testimony, DEF000651-661; **Ex. BB**, Decision by WCB Judge Greenberg, dated March 10, 2021 (“03-10-2021 WCB Decision”), DEFS000134-136.

120. Plaintiff was represented in the WCB proceedings by the law firm Pasternack Tilker Ziegler Walsh Stanton & Romano LLP (“Pasternack Ziegler”). **Ex. A**, Plaintiff’s Dep. at 179:14-20.

121. On March 10, 2021, WCB Judge Greenberg issued the 3-10-2021 WCB Decision, disallowing Plaintiff’s claim. **Ex. BB**, 03-10-2021 WCB Decision, DEFS000134-136. In the 03-10-2021 WCB Decision, **WCB Judge Greenberg specifically found that “[Plaintiff’s] testimony that she was injured in the course of her employment was not credible.”** *Id.* (emphasis added).

122. Plaintiff appealed the 03-10-2021 WCB Decision, and after reviewing the entire WCB record, a three-member WCB administrative review panel (“WCB Board Panel”) issued a decision on June 21, 2021 (“06-21-2021 WCB Board Panel Decision”), unanimously affirming the 3-10-2021 WCB Decision. **Ex. CC**, 06-21-2021 WCB Board Panel Decision, DEFS000138-143.

123. In their decision, the WCB Board Panel stated:

The claimant’s testimony was not credible that she sustained a back injury from a child hitting her on the back or that she lifted heavy furniture. The testimony of the claimant’s doctors on her injuries were based on complaints by claimant after she was terminated. **The testimony of the two employer witnesses, that the claimant never reported injuries suffered on the job, was credible. The Board Panel concurs with [WCB Judge Greenberg] that the claimant’s testimony was not credible and that the claim was filed as an afterthought.**

Ex. CC, 06-21-2021 WCB Board Panel Decision, at DEFS000142 (emphasis added).

124. Plaintiff sought reconsideration and/or full WCB review of the 06-21-2021 WCB Board Panel Decision, which the WCB denied in a decision issued on or about March 9, 2022.

Plaintiff then appealed to the New York State Appellate Division, Third Department, which affirmed the WCB's decision in a decision dated and entered on November 2, 2023. **Ex. DD**, 11-02-2023 Third Department Decision.

125. On or about June 30, 2021, Plaintiff filed a complaint with the New York State Unified Court System Office of the Inspector General ("6-30-2021 Inspector General Complaint"), accusing, among others, WCB Judge Greenberg, the WCB Board Panel, and Pasternak Ziegler (the law firm that represented Plaintiff in the WCB proceedings, of engaging in judicial bias, conspiring against her, and discriminating against her because of her race and national origin. **Ex. EE**, Plaintiff's 06-30-2021 Inspector General Complaint, DEFS000149-152.

126. On June 30, 2021, Plaintiff also filed a complaint with the New York State Department of Health, Office of Professional Medical Conduct ("NYSDOH"), against Vladimir Morgovsky, M.D., Plaintiff's own medical provider who testified on Plaintiff's behalf in the WCB proceeding, accusing Dr. Morgovsky of lying during the WCB proceeding and conspiring with Pasternak Ziegler. **Ex. FF**, Plaintiff's 06-30-2021 NYSDOH Complaint, DEFS000144-148.

127. On July 2, 2021, Plaintiff filed another complaint against WCB Judge Greenberg, this time with the New York State Commission on Judicial Conduct ("NYSCJC"). **Ex. GG**, Plaintiff's 07-02-2021 NYSCJC Complaint, DEFS000153-156.

128. On February 1, 2023, Plaintiff commenced a lawsuit in the Supreme Court of the State of New York, Queens County, against Dr. Morgovsky and two other defendants, accusing them of "medical malpractice, fraudulent misrepresentation, fraud, fraudulent concealment, spoliation of evidence." **Ex. HH**, Plaintiff's 02-01-2023 State Court Complaint in *Orrego v. Morgovsky, et al.*, Index No. 702511/2023.

129. The court in the *Orrego v. Morgovsky, et al.* lawsuit held a proceeding on February

20, 2025, during which the court imposed a sanction of \$2,500 against Plaintiff for attempting to intimidate one of the defendants' expert witnesses, and because of Plaintiff's frivolous and harassing conduct throughout the litigation. **Ex. II**, Transcript of 02-20-2025 Proceeding in *Orrego v. Morgovsky, et al.* During that proceeding on February 20, 2025, the presiding judge, Justice Kevin J. Kerrigan, stated in relevant part:

We are here pursuant to an order that I issued on the February 3rd, 2025. My order directed all parties to appear today based on a letter that we received from Mr. Krajewski, his letter is dated January 31, 2025, indicating that a letter was sent by Ms. Orrego, dated December 25, 2024, to the defendant Dr. Morgovsky from Star Medical Offices, PC, counsel, I guess your firm itself, I don't know if it was directed specifically at you and the defendant expert Dr. Ella Winters. That letter was forwarded with Mr. Krajewski's cover letter to us. **That letter that Ms. Orrego sent to defen[s]e counsel and to the expert is nothing short of disgraceful, against, all ethics in litigation ...**

This letter is nothing short, in my opinion, of not an attempt but a direct intimidation, um, maybe threat to defense expert witness which is disgraceful, it is not appropriate and that is why I need to address it now. I will not stand for it. It's an attempt to intimidate nothing short, that will not stand in this courtroom. ...

In addressing Ms. Orrego's letter to, in particular, Dr. Winters, the proposed expert on behalf of the defendant, I believe that since that letter, um, in my opinion is the equivalent of something that applies under section 130 of the Court rules, costs and sanctions. **In reading this letter I believe that it demonstrates conduct that is the frivolous if under 130-1.1 costs and sanctions subsection C for purposes of this part conduct is frivolous if one it is completely without merit in law and cannot be supported by a reasonable argument for an extension, modification or reversible of this law. Two, it is undertaken primarily to delay or prolong the resolution of this litigation. But, importantly, or to harass or maliciously injure another and when somebody is threatened with a lawsuit for defamation, I believe that falls under that section. Or three, it is material factual statements that are false.**

I believe the contents of that letter rise to the level of frivolous conduct, such that I am prepared to impose a sanction against Ms. Orrego in the sum of \$2,500 and that sanction is to be awarded, I'll follow it up with an order that I will issue. It is to be payable to the Clerk of the Court for transmittal to the Commissioner of Taxation and Finance.

* * *

I will not even allow you [Plaintiff] to ask a question. **Your conduct, not only here, with this letter but throughout the course of this litigation has been nothing short of disgraceful. I will not tolerate it anymore. You have attempted to intimidate me,**

you've harassed me, you've harassed my staff -- and don't shake your head no, it clearly has been demonstrated and I will not stand for it any longer that goes beyond what I'm doing now. I earlier by order issued -- I asked you not to speak. If you continue to speak throughout my order I will have you escorted from the courtroom. You better start taking all of this seriously.

* * *

Can you escort her [Plaintiff] out of the courtroom. Please leave the courtroom. I've asked you several times not to speak. And if you continue to harass me or my staff I will go to the authorities. **So to continue this, not hearing but my dissertation, without her being present, I am going additionally send a letter to the Queens District Attorney's office based on the allegation that you indicated in your letter that there may be criminal conduct that arises from the contents of her letter. I'm going to send a letter today to the Queens District Attorney office without a recommendation on my part, because I don't think that's proper for me to do, but with a copy of your letter and her letter and a request that the District Attorney open an investigation into her [Plaintiff's] conduct. I will not tolerate this any longer.**

***Id.* at pp. 3-7.**

130. On April 17, 2025, the court in the *Orrego v. Morgovsky, et al.* lawsuit entered an order, granting two of the three defendants – Dr. Morgovsky and Star Medical Offices, P.C. – summary judgment on all of Plaintiff’s claims, and denying Plaintiff’s cross-motion for summary judgment. **Ex. JJ**, 04-17-2025 SJ Decision in *Orrego v. Morgovsky, et al.* The court in that case also entered a second decision that same day, on April 17, 2025, dismissing Plaintiff’s case as against the third defendant, Democleia P. Gottesman, M.D. **Ex. KK**, 04-17-2025 Dismissal Decision in *Orrego v. Morgovsky, et al.*

131. In addition to the *Orrego v. v. Morgovsky, et al.* lawsuit Plaintiff filed on February 1, 2023, Plaintiff commenced an action in the Supreme Court of the State of New York, Queens County, on July 8, 2024, against Pasternak Ziegler and several attorneys with that firm, accusing them of “professional malpractice, breach of contract, breach of duty, fraud, abetting and aiding, fraudulent misrepresentation, falsification business and insurance records, among others.” **Ex. LL**, Plaintiff’s 07-08-2024 State Court Complaint in *Orrego v. Pasternack, et al.*, Index No.

714097/2024. The defendants in that action filed a motion to dismiss Plaintiff's complaint on November 20, 2024, which is still pending a decision from the court at this time.

B. Plaintiff's May 2020 and February 2024 Complaints of Child Abuse against Defendants & Subsequent Related Complaints and Petition

132. On or about May 28, 2020 – approximately eighteen (18) months after the Knipfings terminated Plaintiff's employment in November 2018, and a little less than two months before Plaintiff commenced this lawsuit in July 2020 – Plaintiff filed at least one complaint with the New York State Child Abuse and Maltreatment Register, accusing Ms. Knipfing, Ms. Zantua, and Ms. Uzcategui of causing injury, abuse or maltreatment to the Knipfings' children. Ex. A, Plaintiff's Dep. at 189:16-22, 190:24-191:9; *see also* collectively annexed as **Ex. MM**, four separate notice letters from the Nassau County Department of Social ("NCDSS"), each dated June 3, 2020, to Mr. Knipfing, Ms. Uzcategui, Ms. Knipfing, and Ms. Zantua, respectively, DEFS000119-126.

133. As a result of Plaintiff's child abuse complaint(s), the Nassau County Child Protective Services ("NCCPS") conducted an investigation, which included, but was not limited to, an investigator going to the Knipfings home to interview the Knipfings' minor children. Ex. A, Plaintiff's Dep. at 191:10-23.

134. At the conclusion of its investigation, the NCCPS determined Plaintiff's complaint(s) to be "unfounded" because **the NCPS "did not find believable proof (credible evidence) that a child was abused or maltreated."** *See* collectively annexed as **Ex. NN**, four separate letters, each dated July 17, 2020, sent by the New York State Office of Children and Family Services ("NYS OCFS") to Mr. Knipfing, Ms. Uzcategui, Ms. Knipfing, and Ms. Zantua, respectively, DEFS000129-000133.

135. On or around December 2, 2020, Plaintiff filed a complaint with the Nassau County

Office of the Inspector General against the NCCPS case worker, Debra Karpf, who investigated Plaintiff's complaint(s). Ex. A, Plaintiff's Dep. at 193:13-194:2; **Ex. OO**, Plaintiff's 12-02-2020 Complaint against Debra Karpf.

136. When Plaintiff was asked during her deposition in this lawsuit what the basis was for the complaint she filed against NCCPS case worker Karpf, Plaintiff testified, "I don't remember. I'd have to check it." Ex. A, Plaintiff's Dep. at 194:3-8.

137. On or around February 20, 2024, Plaintiff, who had not worked for the Knipfings since the termination of her employment in November 2018, filed yet another complaint of child abuse regarding the Knipfings' minor children. *See Ex. PP*, Plaintiff's 03-25-2024 Letter to NCDSS, dated March 25, 2024. The NCPPS determined this 2024 child abuse complaint to also be "unfounded." *Id.*

138. On or around December 15, 2024, Plaintiff filed a verified petition against New York State Governor Kathy Hochul ("Governor Hochul"), the NYS OCFS, and others, pursuant to CPLR Article 78, in the Supreme Court of the State of New York, County of Nassau (Index No. 622490/20204), seeking an order mandating the State to reopen its investigation into Plaintiff's 2020 and 2024 child abuse complaints regarding the Knipfings' children. **Ex. QQ**, Plaintiff's 12-15-2024 Nassau County Article 78 Petition.

139. The Nassau County Supreme Court entered a decision on Plaintiff's petition on April 16, 2025, denying and dismissing the petition. **Ex. RR**, 04-16-2025 Nassau County Supreme Court Decision.

C. Plaintiff's March 2021 State Court Lawsuit Against the Knipfings, Ms. Uzcategui, and Cristina Coimbra

140. On March 18, 2021, while Defendants' motion to dismiss Plaintiff's Amended Complaint in this action was still pending, Plaintiff commenced an action in the Supreme Court of

the State of New York, County of Queens (Index No. 706324/2021), against the Knipfings, Ms. Uzcategui, and Ms. Coimbra, who was the Knipfings' primary housekeeper during the period of time Plaintiff was employed by the Knipfings. **Ex. SS**, Plaintiff's 03-18-2021 Queens County Supreme Court Complaint against the Knipfings, Ms. Uzcategui, and Ms. Coimbra.

141. Plaintiff's Queens County Supreme Court action against the Knipfings, Ms. Uzcategui, and Ms. Coimbra, in which Plaintiff asserted claims for, *inter alia*, negligent infliction of emotional distress and defamation, was dismissed in its entirety by the court in 2021, and on July 9, 2025, the Appellate Division for the Second Department issued a decision affirming the dismissal of the action. **Ex. TT**, 07-09-2025 Second Department Decision.

D. Plaintiff's August 2021 State Court Lawsuit against the Ley Family

142. After Plaintiff's employment with the Knipfings was terminated in November 2018, Plaintiff next worked as a nanny for Kendall and Gregory Ley ("Ley Family"), starting in or January or February 2019. **Ex. A**, Plaintiff's Dep. at 76:5-25.

143. In January 2020, the Ley Family terminated Plaintiff's employment. **Ex. A**, Plaintiff's Dep. at 77:2-22.

144. On January 14, 2021, a year after the Ley Family terminated Plaintiff's employment, Plaintiff filed a complaint with the New York State Division of Human Rights ("NYS DHR") against the Ley Family, accusing them of race/color discrimination and retaliation in connection with her employment with them. **Ex. UU**, 03-23-2021 NYSDHR Determination and Order of Dismissal for Administrative Convenience.

145. During Plaintiff's deposition in this lawsuit against Defendants, Plaintiff initially denied having filed a complaint against the Ley Family for discrimination and retaliation after the Ley Family terminated her employment. **Ex. A**, Plaintiff's Dep. at 78:22-79:13.

146. On August 24, 2021, Plaintiff commenced an action against the Ley Family and their attorneys, in the Supreme Court of the State of New York, County of Queens (Index No. 719137/2021), asserting claims for unequal pay, discrimination, retaliation, extortion, defamation, fraudulent misrepresentation, negligent infliction of emotional distress, among other claims. **Ex. VV**, Plaintiff's 8-24-2021 Queens County Supreme Court Complaint against the Ley Family. That action is still pending.

147. Plaintiff testified during her deposition in this lawsuit against Defendants that she could not recall anything about any of the claims she asserted in her lawsuit against the Ley Family. **Ex. A**, Plaintiff's Dep. at 85:8-88:9.

E. Plaintiff's August 2023 Federal Lawsuit against Pasternak Ziegler and Others

148. As the Court is aware, on August 31, 2023, Plaintiff commenced an action in this Court against Pasternak Ziegler and others, alleging, among other things, claims under the Racketeer Influenced and Corrupt Organizations Act ("RICO"), stemming from the workers compensation claim Plaintiff filed in September 2019 (and lost) in connection with her employment with the Knipfings. *See* Plaintiff's Complaint and Amended Complaint in *Orrego v. Pasternack, et al.*, 23-CV-6507 (SJB)(AYS).

149. The defendants in that federal action have served Plaintiff with a motion to discuss her Amended Complaint. *See Orrego v. Pasternack, et al.*, 23-CV-6507 (SJB)(AYS), at ECF Doc. Nos. 61 and 62.

F. Plaintiff's November 2024 Federal Lawsuit against Mr. Savitsky

150. As the Court is also aware, on November 27, 2024, Plaintiff commenced an action in this Court against Mr. Savitsky and "Old Westbury LLC," alleging, among other things, claims for identity theft and fraud, in connection with her employment with the Knipfings. *See* Plaintiff's

Complaint in *Orrego v. Savitsky, et al.*, 24-CV-07247 (SJB)(AYS), at ECF Doc. No. 1.

151. Upon information and belief, Plaintiff at this time has not yet served Mr. Savitsky with a copy of the Complaint.

G. Plaintiff's February 2025 Federal Lawsuit against Justice Kerrigan and Others

152. As the Court is also aware, on February 3, 2025, Plaintiff commenced an action in this Court against several defendants, including, but not limited to: New York State Court Justice Kevin J. Kerrigan, who sanctioned Plaintiff in the *Orrego v. Morgovsky, et al.*, matter (Index No. 702511/2023) discussed in Section VIII.A. above; several members of Justice Kerrigan's staff; and several staff members of the New York State Attorney Grievance Committee for the First Judicial Department. *See* Plaintiff's Complaint in *Orrego v. Savitsky, et al.*, 24-CV-07247 (SJB)(AYS), at ECF Doc. No. 1.

153. In that action, Plaintiff purported to assert claims for, among things, violations of 42 U.S.C. § 1983, violations of her due process and equal protection rights under the Fourteenth Amendment, and RICO violations. *Id.*

154. The Court dismissed Plaintiff's action on July 2, 2025, for failure to pay the initial filing fee by the deadline set by the Court, and Plaintiff has appealed from the Court's dismissal of the action. *See Orrego v. Kerrigan, et al.*, 25-CV-0736 (SJB)(AYS), at ECF Docket Entries on July 2 and July 21, 2025.

H. Plaintiff's February 2025 Federal Lawsuit against Justices of the New York State Court of Appeals and Others

155. As the Court is also aware, on February 3, 2025, Plaintiff commenced another action in this Court against several defendants, including, but not limited to: several Justices of the New York State Court of Appeals; Governor Hochul; and New York State Attorney General

Letitia James. *See* Plaintiff's Complaint in *Orrego v. Wilson, et al.*, 25-CV-00769 (SJB)(AYS), at ECF Doc. No. 1.

156. Plaintiff in that action also purported to assert claims for, among things, violations of 42 U.S.C. § 1983, violations of her due process and equal protection rights under the Fourteenth Amendment, and RICO violations. *Id.*

157. The Court dismissed Plaintiff's action on July 2, 2025, for failure to pay the initial filing fee by the deadline set by the Court, and Plaintiff has appealed from the Court's dismissal of the action. *See Orrego v. Wilson, et al.*, 25-CV-00769 (SJB)(AYS), at ECF Docket Entries on July 2 and July 21, 2025.

I. Plaintiff's Complaints Against Every Attorney Who Previously Represented or Consulted with Her in Connection with Her Claims in This Lawsuit

158. The first set of attorneys Plaintiff retained in connection with her claims in this lawsuit against Defendants was the Derek Smith Law Group, PLLC, sometime in late 2018 or early 2019,. Ex. A, Plaintiff's Dep. at 16:23-18:4.

159. In or around October 2019, Plaintiff fired the Derek Smith Law Group, and accused them, among other things, of violating the American Bar Association ("ABA") Model Rules of Professional Conduct ("MRPC"). Ex. WW, Plaintiff's 06-15-2020 Letter to the Derek Smith Law Group, PLLC, dated June 15, 2020.¹³

160. Plaintiff also filed a complaint against the Derek Smith Law Group with one of the New York State Attorney Grievance Committees ("AGC"). Ex. A, Plaintiff's Dep. at 18:5-19:6.

161. When Plaintiff was asked during her deposition in this lawsuit what she alleged in the complaint she filed against the Derek Smith Law Group with an AGC, Plaintiff testified she

¹³ This document was attached as part of Exhibit 6 to the Amended Complaint Plaintiff publicly filed in this lawsuit. ECF Doc. No. 8, at ECF pp. 58-60 of 145.

could not remember anything about the complaint. Ex. A, Plaintiff's Dep. at 19:7-13, 20:20-21:3.

162. After the Derek Smith Law Group, Plaintiff next retained the law firm Borrelli & Associates, PLLC, and, in or around June 4, 2020, she fired Borrelli & Associates and accused them as well of violating the ABA's MRPC. Ex. A, Plaintiff's Dep. at 19:14-17; **Ex. XX**, Plaintiff's 06-15-2020 Letter to Borrelli & Associates, PLLC.¹⁴

163. As with the Derek Smith Law Group, Plaintiff also filed a complaint against Borrelli & Associates with an AGC, but testified during her deposition that she could not remember anything about the complaint she filed. Ex. A, Plaintiff's Dep. at 20:9-19, 21:17-22:16.

164. Plaintiff's termination of her representation by Borrelli & Associates apparently was due in part to the lawyers at **Borrelli & Associates specifically accusing Plaintiff, in an email dated March 4, 2020, of trying to extort Defendants**. Ex. , Plaintiff's Letter to Borrelli & Associates, PLLC, dated June 15, 2020, at p.1.

165. While Plaintiff was still being represented by Borrelli & Associates, Plaintiff also consulted with the Law Office of Peter A. Romero about potentially replacing Borrelli & Associates as her counsel, but the Law Office of Peter A. Romero apparently declined to represent Plaintiff. Ex. A, Plaintiff's Dep. at 29:3-13; **Ex. YY**, Plaintiff's 04-06-2020 Letter to Law Office of Peter A. Romero, dated April 6, 2020.¹⁵

166. As with the Derek Smith Law Group, and Borrelli & Associates, Plaintiff also accused the attorneys at the Law Office of Peter A. Romero of violating the ABA's MRPC, and filed a complaint against them with an AGC. Ex. A, Plaintiff's Dep. at 29:14-30:5; Ex. YY,

¹⁴ This document was also attached as part of Exhibit 6 to the Amended Complaint Plaintiff publicly filed in this lawsuit. ECF Doc. No. 8, at ECF pp. 61-62 of 145.

¹⁵ This document was also attached as part of Exhibit 6 to the Amended Complaint Plaintiff publicly filed in this lawsuit. ECF Doc. No. 8, at ECF p. 63 of 145.

Plaintiff's 04-06-2020 Letter to Law Office of Peter A. Romano.

167. As with Plaintiff's AGC complaints against the Derek Smith Law Group and Borrelli & Associates, Plaintiff testified during her deposition that she could not remember anything about the complaint she filed against the Law Office of Peter A. Romero. Ex. A, Plaintiff's Dep. at 30:8-31:3.

168. After commencing this lawsuit *pro se* in July 2020, Plaintiff made at least two applications to the Court – on July 23, 2020, and September 18, 2020, respectively – requesting that the Court appoint her counsel. *See* ECF Doc. Nos. 3, 15.

169. Although the Court on September 22, 2020, initially denied Plaintiff's applications to be appointed counsel, on November 16, 2021, the Court reconsidered and reversed its prior decision and the Court's *Pro Se* Department appointed The Dratch Law Firm, PC, to represent Plaintiff. *See* ECF Docket Entries on 9/22/2020, 11/16/2021, and 11/22/2021.

170. However, just three months later – on February 14, 2022 – Plaintiff filed an application with the Court to terminate her representation by The Dratch Law Firm, which the Court granted. *See* ECF Docket Entries on 2/14/2022 and 03/08/2022.

J. Plaintiff's Conduct in This Lawsuit

171. As the Court is aware, Plaintiff throughout the course of this litigation has made several applications seeking the disqualification or recusal of all the District and Magistrate Judges who have been assigned to this matter (*i.e.*, The Honorable Gary R. Brown ("Judge Brown"), The Honorable Joan M. Azrack ("Judge Azrack"), The Honorable Anne Y. Shields ("Judge Shields"), and The Honorable Sanket J. Bulsara), as well as disqualification of the undersigned counsel for Defendants. *See, e.g.*, ECF Doc. Nos. 77, 109, 132, 190, 194, 196, 203, 205.

172. While all of Plaintiff's applications in this regard have been denied as having no

merit – *see, e.g.*, ECF Docket Entries on 04/10/2023, 07/08/2025, 07/24/2025 – Judge Brown, who issued the 9-30-2021 Decision declining to dismiss Defendants motion to dismiss Plaintiff's Amended Complaint in its entirety, recused himself without any explanation on May 18, 2023. ECF Doc. No. 119.

173. In Plaintiff's various applications seeking disqualification/refusal of each of the Judges who have been assigned to this matter, Plaintiff, without any basis, has accused each Judge of being biased. *See, e.g.*, ECF Doc. Nos. 77, 109, 132, 190, 194, 196, 203, 205.

174. By way of example, Plaintiff filed a letter motion with the Court on the morning of February 27, 2023 – this was the same day Plaintiff was initially deposed in this lawsuit – seeking a change of venue, and specifically accusing Judge Brown and Judge Shields of being impartial and biased. ECF Doc. No. 77, at pp. 1-7.

175. However, **at her deposition later that same morning**, Plaintiff testified as follows when questioned about her accusations against Judges Brown and Shields:

Q: Now, earlier you testified about a motion you submitted to the court this morning, correct?

A: Yes.

Q: When did you draft that motion?

A: On the weekend.

Q: And in that letter you filed with the court, you accused the district judge in this matter, Gary Brown, and the magistrate judge, Anne Shields, of being biased, correct?

A: **I didn't accuse anyone of anything.**

Q: Is it your testimony that in the motion you submitted to the court today, which you sent to me by e-mail, you did not accuse the district judge and the magistrate judge assigned to this case of being biased?

A: **I didn't accuse anyone of anything ...**

Ex. A, Plaintiff's Dep. at 32:23-33.

176. As the Court is aware, Plaintiff in this lawsuit – as well as in her other related lawsuits before this Court – has filed several interlocutory appeals, with all such appeals that have been considered to date by the Second Circuit Court of Appeals and/or United States Supreme Court, being denied. *See, e.g.*, ECF Doc. Nos. 180, 183, 184

177. As the Court is also aware, Plaintiff has continued to file bloated and wholly unsupported motions in this lawsuit, despite the Court on several prior occasions admonishing and warning her that her continued filing of such motions may subject her to the imposition of sanctions for engaging in frivolous litigation conduct. *See, e.g.*, ECF Docket Entries on March 28, 2023; November 14, 2023; July 8, 2025; and ECF Doc Nos. 205 and 207.

178. Additionally, despite the Court, in an electronic Order issued on November 14, 2023, directing Plaintiff not to file any papers in this action or in *Orrego v. Pasternack, et al.*, 23-CV-6507 (SJB)(AYS) while both matters were stayed due to Plaintiff's then pending interlocutory appeals in both matters, Plaintiff continued to do so. *See* ECF Docket Entries on November 14, 2024, and February 27, 2024.

Dated: New York, New York
August 8, 2025

GORDON REES SCULLY
MANSUKHANI, LLP

By: /s/ Kuuku Minnah-Donkoh
Kuuku Minnah-Donkoh, Esq.
1 Battery Park Plaza
New York, New York 10004
Telephone: 212-269-5500
kminnahdonkoh@grsm.com

Attorneys for Defendants

EXHIBIT 16



Lidia Orrego <liorrego@gmail.com>

Issue with Scanner Document Quality Cases 20cv3361 / 23-cv-6507 / 24cv7247 - EDNY

1 message

Lidia Orrego <liorrego@gmail.com>
To: clerk-of-court@nyed.uscourts.gov

Thu, Sep 18, 2025 at 10:00 AM

To: Brenna B. Mahoney
Clerk of Court
U.S. District Court, Eastern District of New York

Dear Ms. Mahoney,

I hope this message finds you well. I am writing to address an issue with the quality of scanned documents in the Court.

Currently, the scanner is producing double-page scans instead of single pages, which renders the documents illegible.

Additionally, many of the scanned documents appear skewed and blurry, with improper alignment, making them difficult to read and compare with the same documents scanned by the higher court, which are of significantly better quality.

Please see attached some examples:

- * [Notice of Appeal 24cv7247 Filed 09/11/2025 DE \[31\]](#) Double page scan
- * [Writ of Mandamus Filed EDNY 23cv6507](#) Skewed and blurry, with improper alignment
- * [Writ of Mandamus filed in the Second Circuit](#), Better quality

These issues are creating challenges in the efficient review and processing of court materials. Could you please investigate the scanner settings to ensure they are adjusted to produce clear, single-page scans?

Also, if there are technical issues with the equipment that are causing skewing, blurriness, or misalignment, I would appreciate it if you could coordinate with the right team to resolve them quickly.

Thank you for your attention to this matter.

Best regards,

Lidia M. Orrego
Plaintiff Pro Se
95-08 Queens Blvd, Apt. 3E
Rego Park, NY 11374
Phone: (347) 453-2234
Email: liorrego@gmail.com

EXHIBIT 17

UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF NEW YORK

Brenna B. Mahoney
Clerk of Court

August Marziliano
Chief Deputy, Brooklyn

Ogoro Francis-McLeish
Chief Deputy, Central Islip



Theodore Roosevelt Federal Courthouse
Emanuel Celler Federal Courthouse
225 Cadman Plaza East
Brooklyn, NY 11201
(718) 613-2270

Alfonse D'Amato Federal Courthouse
100 Federal Plaza
Central Islip, NY 11722
(631) 712-6000
Pro Se: (631) 712-6060

Lidia M. Orrego
95-08 Queens Blvd
Apt 3E
Rego Park, NY 11374

September 18, 2025

RE: 20-cv-3361-SJB-AYS; 23-cv-6507-SJB-AYS and 24-cv-7247-SJB-AYS

Dear Ms. Orrego,

The enclosed documents are being returned without docketing or consideration for the following reason(s):

- ☐ The docket number and judge's initials are missing.
- ☐ Your signature is required on all papers filed with the Court. Please sign wherever an "X" appears.
- ☐ These papers appear to be intended for another court or agency.
- ☒ Other: Pursuant to the enclosed electronic orders So Ordered by District Judge Bulsara on 9/16/2025 "The Clerk's Office is directed to return all of this material via first-class mail to Plaintiff."

BRENNA B. MAHONEY
CLERK OF COURT

By: /s/ Pro Se Department

Date: 09/18/2025

Enclosures: *Electronic order So Ordered by District Judge Bulsara on 9/16/2025 on cases 20-cv-3361-SJB-AYS; 23-cv-6507-SJB-AYS and 24-cv-7247-SJB-AYS;*
Pro Se Electronic Portal submission for 23cv6507 stamped 11:40 am, 21 Aug, 2025 (15 pages printed double sided);
Pro Se Electronic Portal submission for 20cv3361 stamped 10:53 am, 09 Sep, 2025 (229 pages printed double sided);
Pro Se Electronic Portal submission for 20cv3361 stamped 10:23 PM, 15 Sep, 2025 (4 pages printed double sided);
Pro Se Electronic Portal submission for 20cv3361 stamped 1:36 PM, 15 Sep, 2025 (1137 pages printed double sided with 4 pages per side)

**UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT**

-----X

In re: Lidia M. Orrego,

Petitioner and Friend of the Court,

v.

U.S. District Court for the Eastern

District of New York;

Hon. Sanket J. Bulsara;

Hon. Magistrate Judge Anne Y. Shields,

Respondents.

Docket Number:

-----X

DC 20-cv-3361(SJB) (AYS)

CERTIFICATE OF SERVICE*

I, Lidia M. Orrego, hereby certify under penalty of perjury that on September 24, 2025,
I served a true and correct copy of the following documents:

- Application IFP (33 Pages) and Second Writ of Mandamus + 17 Exhibits (265 Pages)

by Service in-person upon the following:

Hon. Sanket J. Bulsara
225 Cadman Plaza East, Brooklyn, NY 11201

Hon. Magistrate Judge Anne Y. Shields
100 Federal Plaza
P.O. Box 840
Central Islip, New York 11722

Attn: Pro Se Office
225 Cadman Plaza East, Brooklyn, NY 11201

*A party must serve a copy of each paper on the other parties, or their counsel, to the
appeal or proceeding. The Court will reject papers for filing if a certificate of service is
not simultaneously filed.

Today's Date: September 24, 2025.



Lidia M. Orrego
Pro Se Petitioner
Address: 95-08 Queens Blvd. Apt 3E
Rego Park, NY 11374
Email: orregoprose@gmail.com
Phone: (347) 453-2234

**UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT**

-----X

In re: Lidia M. Orrego,

Petitioner and Friend of the Court,

v.

U.S. District Court for the Eastern

District of New York;

Hon. Sanket J. Bulsara;

Hon. Magistrate Judge Anne Y. Shields,

Respondents.

-----X

DC 20-cv-3361(SJB) (AYS)

Docket Number:

CERTIFICATE OF SERVICE*

I, Lidia M. Orrego, hereby certify under penalty of perjury that on September 23, 2025,
I served a true and correct copy of the following documents:

- Application IFP (33 Pages) and Second Writ of Mandamus + 17 Exhibits (266 Pages)

by first-class mail via the United States Postal Service upon the following:

Counsel for Defendants Kevin Knipfing a/k/a Kevin James, Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz, Old Westbury EDDIE LLC, Old Westbury LLC, Steve Savitsky, Teresa A. Zantua

Case Docket 20-cv-3361, Orrego v. Knipfing et al.

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*A party must serve a copy of each paper on the other parties, or their counsel, to the appeal or proceeding. The Court will reject papers for filing if a certificate of service is not simultaneously filed.

Today's Date: September 23, 2025.


Lidia M. Orrego
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**UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT**

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Counsel for Respondents U.S. EDNY, H. Judge Bulsara and H. M. Shields:

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Phone: (718) 254-7000

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