

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

(related to Case Nos. 20-cv-3361, 23-cv-6507,

24-cv-7247, 25-cv-00736, 25-cv-00769)

PETITION FOR WRIT OF MANDAMUS

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).

This petition arises from actions in the U.S. District Court for the Eastern District of New York in *Orrego v. Knipfing et al.*, Case No. 20-cv-3361, *Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP et al.*, Case No. 23-cv-6507, *Orrego v. Savitsky et al.*, Case No. 24-cv-7247, *Orrego v. Kerrigan et al.*, Case No. 25-cv-00736, and *Orrego v. Wilson et al.*, Case No. 25-cv-00769, where Petitioner alleges violations of her Due Process and Equal Protection Rights

under the Fifth and Fourteenth Amendments due to judicial misconduct, bias, and obstruction by Hon. Sanket J. Bulsara, Hon. Joan M. Azrack, and Hon. Magistrate Judge Anne Y. Shields.

Federal question jurisdiction exists under 28 U.S.C. § 1331, as Petitioner's claims involve federal constitutional violations, 42 U.S.C. § 1981, and the Racketeer Influenced and Corrupt Organizations Act (RICO), 18 U.S.C. § 1964, supplemented by state law claims under 28 U.S.C. § 1367. This Court's supervisory authority justifies mandamus to ensure access to justice and prevent irreparable harm. *In re McCray*, 928 F.3d 223, 227 (2d Cir. 2019).

ISSUES PRESENTED

- Whether the District Court's refusal to review voluminous evidence (26 audio recordings, 172 videos, 821 photographs, over 6,000 pages), including the May 14, 2025, Legal Opinion confirming Petitioner's ongoing employment, and failure to provide an FTP link or submission instructions violate due process and risk dismissal of Petitioner's cases.
- Whether the District Court's failure to schedule pre-motion conferences, as requested in DE [194] (Case No. 20-cv-3361) and DE [58] (Case No. 23-cv-6507), and ignoring motions since March 2025, including DE [203], [196] (Case No. 20-cv-3361), DE [68] (Case No. 23-cv-6507), DE [12] (Case No. 25-cv-00736), DE [7] (Case No. 25-cv-00769), and DE [25] (Case No. 24-cv-7247), violate FRCP, EDNY Local Rules, Judge Bulsara's Individual Practices, and due process.
- Whether the District Court's mischaracterization of motions as frivolous, denial of DE [199] (Case No. 20-cv-3361), DE [65] (Case No. 23-cv-6507), and IFP applications in Case Nos. 24-cv-7247, 25-cv-00736, and 25-cv-00769, dismissal of Case Nos. 25-cv-00736 and 25-cv-00769, restriction of access to DE [68], and threat to restrict ECF filing privileges constitute lawfare and exploit Petitioner's pro se status, violating *Haines v. Kerner*, 404 U.S. 519, 520 (1972).

- Whether the District Court’s failure to rule on DE [196] and DE [203] (Case No. 20-cv-3361), DE [68] (Case No. 23-cv-6507), DE [12] (Case No. 25-cv-00736), DE [7] (Case No. 25-cv-00769), and DE [25] (Case No. 24-cv-7247), and its protection of counsel’s misrepresentation of a deceased defendant and inconsistent positions in Case No. 23-cv-6507, raise an appearance of bias, violating *Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868, 876 (2009).

- Whether the District Court’s actions, including dismissing Case Nos. 25-cv-00736 and 25-cv-00769 for non-payment of fees despite Petitioner’s financial hardship (\$40,197.95 debt, \$1,630+ medical expenses), and ignoring prior IFP grants, obstruct access to justice for Petitioner’s claims of Defendants’ violations of New York Labor Laws, COBRA, Workers’ Compensation Law, the Domestic Workers’ Bill of Rights, and RICO, causing ongoing harm from unpaid wages (\$408,000), overtime (\$895,050), and untreated occupational diseases since November 27, 2018.

I. INTRODUCTION

Petitioner Lidia M. Orrego, acting pro se, urgently petitions this Court for a writ of mandamus to compel the U.S. District Court for the Eastern District of New York to:

(1) reassign her cases (Case Nos. 20-cv-3361, 23-cv-6507, 24-cv-7247, 25-cv-00736, 25-cv-00769) to an impartial Article III judge;

(2) review and admit voluminous evidence (26 audio recordings, 172 videos, 821 photographs, over 6,000 pages) and provide an FTP link or clear instructions;

(3) schedule pre-motion conferences, including for DE [194] (Case No. 20-cv-3361), DE [58] (Case No. 23-cv-6507), and DE [25] (Case No. 24-cv-7247);

(4) vacate orders obstructing or mischaracterizing motions (DE [87], [88], [199] in Case No. 20-cv-3361; DE [65] in Case No. 23-cv-6507; DE [6], [16] in Case No. 24-cv-7247; DE [11]

in Case No. 25-cv-00736; DE [6] in Case No. 25-cv-00769) and restore access to DE [68] (Case No. 23-cv-6507);

(5) issue rulings on pending motions (DE [190], [192], [193], [194], [196], [198], [199], [200], [203] in Case No. 20-cv-3361; DE [45], [47], [50], [68] in Case No. 23-cv-6507; DE [25] in Case No. 24-cv-7247; DE [12] in Case No. 25-cv-00736; DE [7] in Case No. 25-cv-00769);

(6) grant in forma pauperis (IFP) status and vacate dismissals in Case Nos. 25-cv-00736 and 25-cv-00769; and

(7) impose sanctions for Defendants' misconduct.

These actions are necessary to remedy judicial misconduct, bias, and systemic obstruction by Judges Bulsara, Azrack, and Magistrate Judge Shields, constituting lawfare that risks dismissal of Petitioner's cases by preventing evidence submission, including a May 14, 2025, Legal Opinion confirming her ongoing employment with Defendants Kevin Knipfing (aka Kevin James) and Stephanieanna James-Knipfing (aka Steffiana de la Cruz), resulting in unpaid wages (\$408,000), overtime (\$895,050), and medical treatment for occupational diseases, in violation of New York Labor Laws, COBRA, Workers' Compensation Law, the Domestic Workers' Bill of Rights, and RICO since November 27, 2018.

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 (aka Kevin James) and Stephanieanna James-Knipfing (aka Steffiana de la Cruz) from January 31, 2018, to the present, as confirmed by a May 14, 2025, Legal Opinion (Exhibit 2, p. 4). She alleges severe physical and emotional abuse, racial discrimination, and retaliatory termination attempts, culminating in a

fraudulent termination letter from “Old Westbury LLC,” dated November 27, 2018, issued 25 days after her November 2, 2018, complaint (Exhibit 2, pp. 2-3; Exhibit 7, p. 3).

The letter, signed by an unknown manager, falsely claimed COBRA eligibility and canceled her health insurance, violating New York Labor Law (NYLL) §§ 195(6), 215, 190, 191, 652, 196-b, the Domestic Workers’ Bill of Rights (NYLL § 170), COBRA, and Workers’ Compensation Law (WCL § 50 et seq.) (Exhibit 2, pp. 3-5).

The Legal Opinion confirms the termination was invalid, entitling Petitioner to \$1,501,090 for unpaid wages (\$408,000), overtime (\$895,050), sick leave (\$1,200), health insurance (\$157,340), and workers’ compensation (\$39,500) for occupational diseases (back, neck, right wrist, both knees, shoulders, major depressive disorder, PTSD) (Exhibit 2, pp. 4-5; Exhibit 3, p. 2; Exhibit 12, p. 18; Exhibit 13, p. 18).

In *Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP et al.*, Case No. 23-cv-6507, Petitioner alleges RICO violations (18 U.S.C. § 1964), including fraud, obstruction of justice, false statements, perjury, and witness tampering, stemming from Defendants’ counsel’s misrepresentation of a deceased defendant, Lewis Heller (died October 17, 2022), from November 20, 2024, to April 4, 2025, and inconsistent positions in federal and state courts (Exhibit 8, pp. 3-5; Exhibit 10, pp. 6-7, 16). The Court’s denial of DE [65] and restriction of access to DE [68] exacerbate prejudice (Exhibit 9, pp. 2-3; Exhibit 10, pp. 6-16).

In *Orrego v. Savitsky et al.*, Case No. 24-cv-7247, *Orrego v. Kerrigan et al.*, Case No. 25-cv-00736, and *Orrego v. Wilson et al.*, Case No. 25-cv-00769, Petitioner alleges RICO violations and systemic misconduct by government officials, including fraud, perjury, and falsification of business records, facilitated by state agencies and officials like Governor Kathy Hochul and Attorney General Letitia James (Exhibit 11, pp. 1-8; Exhibit 12, pp. 1-22; Exhibit 13, pp. 1-23).

The Court dismissed Case Nos. 25-cv-00736 and 25-cv-00769 on June 28, 2025, for non-payment of \$405 filing fees, ignoring Petitioner's financial hardship (\$40,197.95 debt, \$3,033 monthly expenses, \$1,630+ medical expenses for L.I.'s illness) and prior IFP grants (Exhibit 11, pp. 1-2; Exhibit 12, pp. 5-7; Exhibit 13, pp. 5-7). The Court's reliance on an outdated July 31, 2024, Supreme Court IFP application and erroneous assumptions about fee payments (Exhibit 12, pp. 6, 16; Exhibit 13, pp. 6, 16) violated due process (Exhibit 11, pp. 1-5).

The District Court's actions across all cases include:

- **Refusal to Review Evidence:** The Court blocked submission of voluminous evidence, including the May 14, 2025, Legal Opinion, by denying an FTP link or instructions (Exhibit 7, pp. 2-4; Exhibit 2, pp. 2-5). In Case No. 23-cv-6507, it ignored evidence of counsel's misconduct (Exhibit 10, pp. 6-7).

- **Denial of Conference Requests:** The Court ignored DE [194] (Case No. 20-cv-3361), DE [58] (Case No. 23-cv-6507), and DE [25] (Case No. 24-cv-7247), violating Judge Bulsara's Individual Practices (Exhibit 1, p. 2; Exhibit 10, p. 6; Exhibit 11, p. 1).

- **Obstruction of Motions:** Since March 2025, the Court ignored DE [203], [196] (Case No. 20-cv-3361), DE [68] (Case No. 23-cv-6507), DE [25] (Case No. 24-cv-7247), DE [12] (Case No. 25-cv-00736), and DE [7] (Case No. 25-cv-00769), mischaracterized motions as frivolous, and restricted access to DE [68] (Exhibit 1, pp. 2-4; Exhibit 9, pp. 2-3; Exhibit 11, pp. 1-5).

- **Exploitation of Pro Se Status:** The Court's denials of DE [199], DE [65], and IFP applications, dismissals of Case Nos. 25-cv-00736 and 25-cv-00769, and failure to rule on DE [196], [203], [68], [12], and [7] exploit Petitioner's pro se status, violating *Haines v. Kerner*, 404 U.S. 519, 520 (1972) (Exhibit 1, pp. 3-4; Exhibit 10, pp. 6-16; Exhibit 12, pp. 5-7; Exhibit 13, pp. 5-7).

- **Lawfare and Dismissal Risk:** The Court's actions, including dismissing Case Nos. 25-cv-00736 and 25-cv-00769 for non-payment despite financial hardship, constitute lawfare, risking dismissal of all cases (Exhibit 2, pp. 3-4; Exhibit 11, pp. 1-5; Exhibit 12, pp. 5-7; Exhibit 13, pp. 5-7).

Petitioner's financial hardship (\$40,197.95 debt, \$3,033 monthly expenses, \$1,630+ medical expenses) and prior IFP grants (Exhibit 12, pp. 6-7; Exhibit 13, pp. 6-7) were ignored, violating her right to access the courts (*Boddie v. Connecticut*, 401 U.S. 371, 380 (1971)).

III. LEGAL BASIS FOR MANDAMUS

Under 28 U.S.C. § 1651(a), this Court may issue a writ of mandamus to compel a lower court to perform a ministerial duty or correct a clear abuse of discretion. *Cheney v. U.S. Dist. Court*, 542 U.S. 367, 380 (2004). Mandamus is warranted when: (1) the petitioner has a clear right to relief; (2) no other adequate remedy exists; and (3) the writ is appropriate. *Id.* Petitioner satisfies these criteria.

A. Clear and Indisputable Right to Relief

- **Right to Due Process and Access to Courts:** The Court's refusal to review evidence, denial of DE [194], [58], and [25], restriction of DE [68], dismissals of Case Nos. 25-cv-00736 and 25-cv-00769, and threats to restrict ECF privileges violate due process and access to courts (*Bounds v. Smith*, 430 U.S. 817, 821 (1977)). Ignoring DE [203], [196], [68], [12], and [7] violates FRCP 7(b), EDNY Local Rule 7.1, and Judge Bulsara's Individual Practices, risking dismissal (Exhibit 1, pp. 2-4; Exhibit 9, pp. 2-3; Exhibit 12, pp. 5-7; Exhibit 13, pp. 5-7; *Lewis v. Casey*, 518 U.S. 343, 350 (1996)).

- **Right to Impartial Adjudication:** The Court's failure to rule on recusal motions and protection of counsel's misrepresentation in Case No. 23-cv-6507 raise an appearance of bias (*Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868, 876 (2009); Exhibit 10, pp. 6-7).

- **Right to Prompt Adjudication:** The Court's failure to address motions since March 2025 violates *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950) (Exhibit 1, pp. 2-4; Exhibit 8, pp. 3-5; Exhibit 11, pp. 1-5).

B. No Other Adequate Remedy

Appeals are inadequate due to the Court's obstruction of evidence submission and dismissals based on misrepresentations, risking an incomplete record (*Cheney*, 542 U.S. at 381; Exhibit 2, pp. 3-4; Exhibit 11, pp. 1-5). Financial hardship (\$40,197.95 debt) necessitates immediate relief (*Boddie v. Connecticut*, 401 U.S. 371, 380 (1971); Exhibit 12, pp. 6-7).

C. Appropriateness of the Writ

Mandamus is appropriate due to extraordinary circumstances: judicial misconduct, lawfare, and dismissals based on misrepresentations constitute abuse of discretion (*United States v. Cooley*, 1 F.3d 985, 994 (10th Cir. 1993); Exhibit 11, pp. 1-5; Exhibit 12, pp. 5-7).

IV. SPECIFIC GROUNDS FOR RELIEF

A. Refusal to Review Voluminous Evidence

The Court's refusal to provide an FTP link or clarify submission procedures violates due process (*Erickson v. Pardus*, 551 U.S. 89, 94 (2007); Exhibit 7, pp. 2-4; Exhibit 2, pp. 2-5).

B. Denial of Conference Requests

Ignoring DE [194], [58], and [25] violates Judge Balsara's Individual Practices (Exhibit 1, p. 2; Exhibit 10, p. 6; Exhibit 11, p. 1).

C. Obstruction of Motions

Ignoring motions since March 2025 and restricting access to DE [68] violate FRCP 7(b) and Local Rule 7.1 (Exhibit 1, pp. 2-4; Exhibit 9, pp. 2-3).

D. Exploitation of Pro Se Status

Denials and dismissals exploit Petitioner's pro se status, violating *Haines v. Kerner*, 404 U.S. 519, 520 (1972) (Exhibit 1, pp. 3-4; Exhibit 12, pp. 5-7; Exhibit 13, pp. 5-7).

E. Appearance of Bias and Judicial Misconduct

Failure to address counsel's misrepresentation and motions raises bias concerns (*Caperton*, 556 U.S. at 876; Exhibit 10, pp. 6-7).

F. Obstruction of Justice through IFP Denials and Dismissals

The Court's dismissals of Case Nos. 25-cv-00736 and 25-cv-00769, based on misrepresentations and ignoring Petitioner's financial hardship, violate due process (*Boddie v. Connecticut*, 401 U.S. 371, 380 (1971); Exhibit 12, pp. 5-7; Exhibit 13, pp. 5-7).

G. Denial of Due Process in Evidence Submission Compared to *Robinson v. De Niro et al.*

The District Court's refusal to allow Petitioner to submit voluminous evidence, including 26 audio recordings, 172 videos, 821 photographs, over 6,000 pages, and the May 14, 2025, Legal Opinion confirming her ongoing employment with Defendants Kevin Knipfing and Stephanieanna James-Knipfing, violates her due process rights under the Fifth and Fourteenth Amendments (*Bounds v. Smith*, 430 U.S. 817, 821 (1977); Exhibit 2, pp. 2-5; Exhibit 7, pp. 2-4).

In *Robinson v. De Niro et al.*, Case No. 19-cv-09156-LJL-KHP (S.D.N.Y.), the pro se plaintiff was permitted to individually file text messages, recordings, emails, and other evidence, including declarations, deposition excerpts, and audio recordings, for summary judgment motions, with defendants submitting 25 exhibits and the plaintiff filing additional documents (e.g.,

depositions, privilege logs) totaling an estimated 50–100+ pieces of evidence (Exhibit 11, pp. 1-5).

This equitable treatment enabled a complete record, ensuring due process (*Erickson v. Pardus*, 551 U.S. 89, 94 (2007)). In contrast, the District Court in Petitioner’s cases (20-cv-3361, 23-cv-6507, 24-cv-7247, 25-cv-00736, 25-cv-00769) has blocked evidence submission by failing to provide an FTP link or clear instructions, risking dismissal and obstructing justice (Exhibit 7, pp. 2-4; Exhibit 11, pp. 1-5; Exhibit 12, pp. 5-7; Exhibit 13, pp. 5-7). This disparate treatment, particularly against a pro se litigant, violates *Haines v. Kerner*, 404 U.S. 519, 520 (1972), and constitutes lawfare by exploiting procedural barriers to prevent adjudication of meritorious claims, including violations of New York Labor Laws, COBRA, Workers’ Compensation Law, the Domestic Workers’ Bill of Rights, and RICO (Exhibit 2, pp. 3-5; Exhibit 12, p. 18; Exhibit 13, p. 18).

See below part of the Docket *Robinson v. De Niro et al.*, Case No. 19-cv-09156-LJL-KHP (S.D.N.Y.) the evidence filed for Summary Judgment.

Robinson, Tiffany Chen, Robert De Niro, and Michael Kaplan), # [24](#) Exhibit 24 (Emails 3/17/2019, 3/18/2019 involving Chase Robinson, Tiffany Chen, Robert De Niro, and Lulu White), # [23](#) Exhibit 23 (Emails 3/17/2019, 3/18/2019 involving Chase Robinson, Tiffany Chen, Robert De Niro, and Lulu White), # [26](#) Exhibit 26 (Text messages 3/28/2019 involving Robert De Niro and Tiffany Chen), # [27](#) Exhibit 27 (Text messages 4/1/2019-4/2/2019 involving Tiffany Chen and Michael Kaplan), # [30](#) Exhibit 30 (Emails 3/27/2019 involving Chase Robinson, Tiffany Chen, Robert De Niro, Michael Kaplan, and Lulu White), # [32](#) Exhibit 32 (Text messages 7/2/2019 involving Robert De Niro and Tiffany Chen), # [33](#) Exhibit 33 (Text messages 4/7/2019 involving Chase Robinson and Robin Chambers), # [36](#) Exhibit 36 (Text messages 3/5/2019 involving Chase Robinson, Tiffany Chen, Robert De Niro, Michael Kaplan, and Lulu White), # [39](#) Exhibit 39 (Transcribed excerpt of audio recording 3/7/2019 involving Chase Robinson and Michael Tasch), # [39](#) Exhibit 39 (Transcribed excerpt of audio recording 3/7/2019 involving Chase Robinson and Michael Tasch), # [41](#) Exhibit 41 (Email 4/2/2019 involving Chase Robinson and Robert De Niro), # [44](#) Exhibit 44 (Text messages 4/2/2019 involving Michael Kaplan), # [45](#) Exhibit 45 (Text messages 3/20/2019 involving Chase Robinson, Tiffany Chen, Robert De Niro, Michael Kaplan, and Lulu White), # [48](#) Exhibit 48 (Text messages 3/20/2019 involving Chase Robinson, Tiffany Chen, Robert De Niro, Michael Kaplan, and Lulu White), # [17](#) Exhibit 17 (Transcribed excerpts of audio recording 3/6/2019 involving Chase Robinson and Robin Chambers), # [20](#) Exhibit 20 (Emails 3/4/2019 involving Chase Robinson, Tiffany Chen, Robert De Niro, Michael Kaplan, and Lulu White), # [22](#) Exhibit 22 (Emails 3/14/2019 involving Chase Robinson, Tiffany Chen, Robert De Niro, Michael Kaplan, and Lulu White), # [25](#) Exhibit 25 (Text messages 3/27/2019 involving Robert De Niro and Tiffany Chen), # [26](#) Exhibit 26 (Emails 4/2/2019 involving Chase Robinson, Robert De Niro, Tiffany Chen, and Michael Kaplan), # [29](#) Exhibit 29 (Emails 4/2/2019 involving Chase Robinson, Robert De Niro, Tiffany Chen, and Michael Kaplan), # [31](#) Exhibit 31 (Transcribed excerpts of audio recording 3/11/2019 involving Chase Robinson and Robin Chambers), # [34](#) Exhibit 34 (Text message 1/3/2019 involving Chase Robinson), # [35](#) Exhibit 35 (Transcribed excerpt of audio recording 3/6/2019 involving Chase Robinson and Robin Chambers), # [36](#) Exhibit 36 (Text messages 3/5/2019 involving Chase Robinson, Tiffany Chen, Robert De Niro, Michael Kaplan, and Lulu White), # [39](#) Exhibit 39 (Transcribed excerpt of audio recording 3/7/2019 involving Chase Robinson and Michael Tasch), # [41](#) Exhibit 41 (Email 4/2/2019 involving Chase Robinson and Robert De Niro), # [44](#) Exhibit 44 (Text messages 4/2/2019 involving Michael Kaplan), # [45](#) Exhibit 45 (Text messages 3/20/2019 involving Chase Robinson, Tiffany Chen, Robert De Niro, Michael Kaplan, and Lulu White), # [48](#) Exhibit 48 (Text messages 3/20/2019 involving Chase Robinson, Tiffany Chen, Robert De Niro, Michael Kaplan, and Lulu White).

Petitioner requests the same due process protections afforded in *Robinson v. De Niro et al.*, specifically the right to submit her voluminous evidence individually via ECF or an FTP link, as the Court's refusal to facilitate this process denies her access to justice (*Boddie v. Connecticut*, 401 U.S. 371, 380 (1971)). The Court's inaction on DE [202] (Case No. 20-cv-3361), requesting evidence submission instructions, and its dismissals of Case Nos. 25-cv-00736 and 25-cv-00769 for non-payment of fees despite Petitioner's financial hardship (\$40,197.95 debt, \$1,630+ medical expenses) further exacerbate this violation (Exhibit 5, p. 1; Exhibit 12, pp. 6-7; Exhibit 13, pp. 6-7; *Rosa v. Doe*, 86 F.4th 1001, 1004 (2d Cir. 2023)).

H. Need to Submit a Second Amended Complaint in Case No. 20-cv-3361 Due to Increased Damages and New Evidence

Petitioner respectfully requests leave to file a Second Amended Complaint in *Orrego v. Knipfing et al.*, Case No. 20-cv-3361, to reflect increased damages and incorporate new evidence that renders the existing Amended Complaint (DE [8], filed October 19, 2020) outdated. The May 14, 2025, Legal Opinion confirms Petitioner's ongoing employment with Defendants Kevin Knipfing (aka Kevin James) and Stephanieanna James-Knipfing (aka Steffiana de la Cruz) from January 31, 2018, to the present, invalidating their fraudulent termination letter dated November 27, 2018 (Exhibit 2, pp. 2-4; Exhibit 7, p. 3). This new evidence, supported by 26 audio recordings, 172 videos, 821 photographs, and over 6,000 pages, demonstrates ongoing violations and increased damages, totaling \$1,501,090, including unpaid wages (\$408,000 for 340 weeks at \$1,200/week), overtime (\$895,050), sick leave (\$1,200), health insurance (\$157,340), and workers' compensation (\$39,500) for occupational diseases (back, neck, right wrist, both knees, shoulders, major depressive disorder, PTSD) (Exhibit 2, pp. 4-5; Exhibit 3, p. 2; Exhibit 12, p. 18; Exhibit 13, p. 18).

The District Court’s refusal to accept this voluminous evidence, by failing to provide an FTP link or clear submission instructions, prevents Petitioner from updating her claims to reflect these increased damages and new evidence, violating her due process right to present her case (*Bounds v. Smith*, 430 U.S. 817, 821 (1977); *Erickson v. Pardus*, 551 U.S. 89, 94 (2007)).

In *Robinson v. De Niro et al.*, Case No. 19-cv-09156-LJL-KHP (S.D.N.Y.), the pro se plaintiff was permitted to file individual pieces of evidence (text messages, recordings, emails) to support her claims, ensuring a complete record for adjudication (Exhibit 11, pp. 1-5). Similarly, Petitioner requires leave to file a Second Amended Complaint to incorporate the May 14, 2025, Legal Opinion and supporting evidence, which substantiate Defendants’ ongoing violations and her increased financial and medical hardships since the filing of DE [8].

Defendants’ violations of New York Labor Laws, as confirmed by the May 14, 2025, Legal Opinion, include:

- **NYLL § 195(6)**: Failure to provide proper wage statements, as the fraudulent termination letter from “Old Westbury LLC” lacked required wage documentation (Exhibit 2, pp. 2-3).
- **NYLL § 215**: Retaliation for Petitioner’s November 2, 2018, complaint, evidenced by the invalid termination attempt 25 days later (Exhibit 2, pp. 2-3; Exhibit 7, p. 3).
- **NYLL § 190**: Failure to pay wages for work performed, with \$408,000 owed for 340 weeks from December 2, 2018, to June 8, 2025, at \$30/hour for 40 hours/week (Exhibit 2, p. 4; Exhibit 12, p. 18; Exhibit 13, p. 18).
- **NYLL § 191**: Failure to pay wages on a regular schedule, as no payments were made since November 27, 2018 (Exhibit 2, pp. 3-4).
- **NYLL § 652**: Failure to pay minimum wages, as Defendants withheld all wages post-complaint (Exhibit 2, p. 4).

- **NYLL § 196-b:** Denial of paid sick leave, with \$1,200 owed (Exhibit 2, p. 4).
- **NYLL § 170 (Domestic Workers' Bill of Rights):** Failure to provide rest days, overtime pay (\$895,050 owed), and safe working conditions, contributing to Petitioner's occupational diseases (Exhibit 2, pp. 4-5).

Additionally, Defendants violated **COBRA** by canceling Petitioner's health insurance without proper notice and **Workers' Compensation Law § 50 et seq.** by failing to provide coverage for occupational diseases, resulting in \$157,340 in medical costs and \$39,500 in compensation claims (Exhibit 2, pp. 4-5; Exhibit 3, p. 2). These violations, compounded by Defendants' fraud and retaliation, have caused ongoing financial distress (\$40,197.95 debt, \$3,033 monthly expenses, \$1,630+ medical expenses for L.I.'s illness) and untreated medical conditions, necessitating an amended complaint to fully address the scope of harm (Exhibit 12, pp. 6-7; Exhibit 13, pp. 6-7).

The District Court's failure to permit amendment, coupled with its inaction on DE [202] (requesting evidence submission instructions) and threats to restrict ECF access, constitutes lawfare and exploits Petitioner's pro se status, violating *Haines v. Kerner*, 404 U.S. 519, 520 (1972). Under *Foman v. Davis*, 371 U.S. 178, 182 (1962), leave to amend should be freely granted when justice so requires, particularly to reflect new evidence and increased damages. The Court's obstruction denies Petitioner's right to access the courts, risking dismissal of her meritorious claims (*Boddie v. Connecticut*, 401 U.S. 371, 380 (1971); *Rosa v. Doe*, 86 F.4th 1001, 1004 (2d Cir. 2023)). Petitioner requests that this Court compel the District Court to grant leave to file a Second Amended Complaint in Case No. 20-cv-3361 to ensure her claims are fully and fairly adjudicated.

PRAYER FOR RELIEF

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

- Reassign Cases:** Reassign Case Nos. 20-cv-3361, 23-cv-6507, 24-cv-7247, 25-cv-00736, and 25-cv-00769 to an impartial Article III judge.

- Review Evidence:** Accept and review Petitioner's voluminous evidence, including the May 14, 2025, Legal Opinion, and provide an FTP link or clear instructions (Exhibit 2, pp. 3-5; Exhibit 7, pp. 2-4).

- Schedule Conferences:** Order pre-motion conferences for DE [194], [58], and [25] (Exhibit 1, p. 2; Exhibit 10, p. 6; Exhibit 11, p. 1).

- Vacate Orders:** Vacate orders DE [87], [88], [199], [65], [6], [16], [11], and dismissals in Case Nos. 25-cv-00736 and 25-cv-00769, and restore access to DE [68] (Exhibit 1, pp. 3-4; Exhibit 9, pp. 2-3; Exhibit 12, pp. 5-7).

- Rule on Motions:** Issue rulings on DE [190], [192], [193], [194], [196], [198], [199], [200], [203], [45], [47], [50], [68], [25], [12], and [7] (Exhibit 1, pp. 2-4; Exhibit 8, pp. 3-5; Exhibit 11, pp. 1-5).

- Grant IFP Status:** Grant IFP status and vacate dismissals in Case Nos. 25-cv-00736 and 25-cv-00769 (Exhibit 12, pp. 5-7; Exhibit 13, pp. 5-7).

- Sanction Misconduct:** Impose sanctions under FRCP 37 and 11 for Defendants' fraud and counsel's bad faith (Exhibit 2, pp. 2-5; Exhibit 10, pp. 6-7).

- Other Relief:** Grant such other relief as this Court deems just to remedy constitutional violations and prevent dismissal due to lawfare.

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/word processing software] and includes all substantive text submitted with this petition.

Respectfully submitted,

Dated: July 16, 2025
Rego Park, New York



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UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT
CASES AND PARTIES IMPLICATED IN FRAUDULENT MISREPRESENTATIONS,
CIVIL RIGHTS VIOLATIONS, AND DUE PROCESS VIOLATIONS IN LOWER
COURT (EDNY)

The following cases, pending or adjudicated in the U.S. District Court for the Eastern District of New York, are related to this Petition for Writ of Mandamus due to allegations of fraudulent misrepresentations, violations of civil rights, and due process violations stemming from judicial inaction, misrepresentation, or coordinated misconduct:

•Case Docket 20-cv-3361, Orrego v. Knipfing et al.

Date Filed: 07/23/2020

Jury Demand: Plaintiff

Nature of Suit: 442 Civil Rights: Jobs

Jurisdiction: Federal Question

Cause: 42:2000e Job Discrimination (Employment)

Plaintiff: Lidia M. Orrego

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 23-cv-6507, Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP et al.

Date Filed: 08/31/2023

Jury Demand: Plaintiff

Nature of Suit: 470 Racketeer/Corrupt Organization

Jurisdiction: Federal Question

Cause: 18:1964 Racketeering (RICO) Act

Plaintiff: Lidia M. Orrego

Defendants: Pasternack Tilker Ziegler Walsh Stanton & Romano LLP; Pasternack Tilker Weitz & Luxenberg LLP; First Choice Evaluations LLC; Jason Hochfelder, MD.

•**Case Docket 24-cv-7247, Orrego v. Savitsky et al.**

Date Filed: 11/27/2024

Jury Demand: Plaintiff

Nature of Suit: 890 Other Statutory Actions

Jurisdiction: Federal Question

Cause: 42:1983 Civil Rights Act

Plaintiff: Lidia M. Orrego

Defendants: Steve Savitsky; Old Westbury LLC; John Doe; Jane Doe

•**Case Docket 25-cv-00736, Orrego v. Kerrigan et al.**

Date Filed: 02/03/2025

Date Terminated: 07/02/2025

Jury Demand: Plaintiff

Nature of Suit: 440 Civil Rights: Other

Jurisdiction: Federal Question

Cause: 42:1983 Civil Rights Act

Plaintiff: Lidia M. Orrego

Defendants: Justice Kevin J. Kerrigan, in his individual and official capacity as a Justice of the Supreme Court, Queens County; Justice Tracy Catapano-Fox, in her individual and official capacity as a Presiding Justice of the Supreme Court, Queens County; Roseann Geiger, in her individual and official capacity as a Secretary to Judge; Carmine Baldi III, in his individual and official capacity as a Part Clerk; Kally Konstantinidis, Esq., in her individual and official capacity as a Principal Law Clerk; Robert H. Tembeckjian, Esq., in his individual and official capacity as Administrator and Counsel of the New York State Commission on Judicial Conduct; Dorian R. Glover, Esq., in his individual and official capacity as a member of the Grievance Committee for the Tenth Judicial District; Robert J. Anello, Esq., in his individual and official capacity as Chair of the Attorney Grievance Committee, First Judicial Department; Abigail Reardon, Esq., in her individual and official capacity as Chair of the Attorney Grievance Committee, First Judicial

Department; Jorge Dopico, Esq., in his individual and official capacity as Chair of the Attorney Grievance Committee, First Judicial Department; Peter Hays Paterniti, Esq., in his individual and official capacity as a partner of the law firm Rubin Paterniti Gonzalez Rizzo Kaufman LLP; Angela Criscuolo, Esq., in her individual and official capacity as an associate of the law firm Rubin Paterniti Gonzalez Rizzo Kaufman LLP; Jonathan M. Waldauer, Esq., in his individual and official capacity as a partner of the law firm Rubin Paterniti Gonzalez Rizzo Kaufman LLP; Charles E. Kutner, Esq., in his individual and official capacity as a member of the law firm Kutner Corrado & Friedrich LLP; Bruce R. Friedrich, Esq., in his individual and official capacity as a partner of the law firm Kutner Corrado & Friedrich LLP; John Krajewski, Esq., in his individual and official capacity as an associate of the law firm Kutner Corrado & Friedrich LLP; Jason M. Biegel, Esq., in his individual and official capacity as an associate of the law firm Rivkin Radler LLP; John Doe; Jane Doe

•Case Docket 25-cv-00769, Orrego v. Wilson et al.

Date Filed: 02/03/2025

Date Terminated: 07/02/2025

Jury Demand: Plaintiff

Nature of Suit: 440 Civil Rights: Other

Jurisdiction: Federal Question

Cause: 42:1983 Civil Rights Act

Plaintiff: Lidia M. Orrego

Defendants: Rowan D. Wilson, in his individual and official capacity as Chief Judge of the Court of Appeals; Elizabeth A. Garry, in her individual and official capacity as Presiding Justice; John C. Egan Jr., in his individual and official capacity as Associate Justice; Christine M. Clark, in her individual and official capacity as Associate Justice; Sharon A.M. Aarons, in her individual and official capacity as Associate Justice; Stan L. Pritzker, in his individual and official

capacity as Associate Justice; Michael C. Lynch, in his individual and official capacity as Associate Justice; Lisa M. Fisher, in her individual and official capacity as Associate Justice; Eddie J. McShan, in his individual and official capacity as Associate Justice; Michael L. Mackey, in his individual and official capacity as Associate Justice; Kathy Hochul, in her individual and official capacity as Governor of New York; Letitia James, in her individual and official capacity as New York State Attorney General; Lucy Lang, in her individual and official capacity as New York State Inspector General; Robert H. Tembeckjian, Esq., in his individual and official capacity as Administrator and Counsel of the New York State Commission on Judicial Conduct; Robert D. Mayberger, in his individual and official capacity as Clerk of the Court; Heather Davis, in her individual and official capacity as Deputy Clerk of the Court; Clarissa M. Rodriguez, Esq., in her individual and official capacity as Chair and Commissioner of the New York State Workers' Compensation Board; Heather MacMaster, in her individual and official capacity as Acting General Counsel for the New York State Workers' Compensation Board; Adrienne A. Harris, in her individual and official capacity as Superintendent of the New York State Department of Financial Services; Colin Bentick, in his individual and official capacity as Financial Services Examiner 2 for the New York State Department of Financial Services; Alison Kent-Friedman, in her individual and official capacity as Section Chief, Workers' Compensation, Labor Bureau; Keith Longden, in his individual and official capacity as Deputy General Counsel for the New York State Workers' Compensation Board; Freida Foster, in her individual and official capacity as Vice Chair and Commissioner of the New York State Workers' Compensation Board; Steven A. Crain, in his individual and official capacity as Commissioner of the New York State Workers' Compensation Board; Mark R. Stasko, in his individual and official capacity as Commissioner of the New York State Workers' Compensation Board; Judge Barry Greenberg, in his individual and official

capacity as a Workers' Compensation Law Judge of the New York State Workers' Compensation Board; John Doe; Jane Doe

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EXHIBIT 1

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

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

Cause: 42:2000e Job Discrimination (Employment)

Date Filed	#	Docket Text
03/17/2025	191	STATUS REPORT <i>In Response to the Court's Order Dated March 3, 2025</i> by Stephanieanna James-Knipfing, Kevin Knipfing, Old Westbury EDDIE LLC, Teresa A. Zantua (Minnah-Donkoh, Kuuku) (Entered: 03/17/2025)
03/17/2025	192	REPLY in Opposition re 191 Status Report filed by Lidia M. Orrego. (AMF) (Entered: 03/18/2025)
03/19/2025		ORDER: The Court adopts the proposed briefing schedule 191 . Any party seeking to move for summary judgment must serve its motion by 6/9/2025 ; any opposition must be served by 7/14/2025 ; and any reply must be served by 8/4/2025 . The parties should serve the papers on each other by these deadlines but only file them on the Court's docket on 8/4/2025 , following service of all briefs. The parties are otherwise reminded to follow Judge Bulsara's Individual Practices and the Local Civil Rules effective 1/2/2025. So Ordered by Judge Sanket J. Bulsara on 3/19/2025. (MPG) (Entered: 03/19/2025)
03/26/2025	193	Letter dated 3/26/2025 from Lidia M. Orrego addressed to District Judge Bulsara RE: Status of Motion to Stay, Motion for Disqualification for Fraud, Perjury, Tampering with Witness and Evidence, Preliminary Injunction, and Protective Order (Docket Entry 190), filed on March 13, 2025. (AMF) (Entered: 03/26/2025)
05/09/2025	194	Letter MOTION for pre motion conference <i>for Motion to Vacate Summary Judgment Scheduling Order, Stay Case, Disqualify Opposing Counsel, Provide Evidence Filing Instructions, and Renew Declaratory Judgment</i> by Lidia M. Orrego. (AMF) (Entered: 05/09/2025)
05/23/2025	195	Letter MOTION for Extension of Time to File (<i>Consent letter motion for extension of time with respect to all deadlines set forth in the summary judgment motion briefing schedule</i>) by Stephanieanna James-Knipfing, Kevin Knipfing, Old Westbury EDDIE LLC, Teresa A. Zantua. (Minnah-Donkoh, Kuuku) (Entered: 05/23/2025)
05/27/2025		ORDER: The motion for extension of time to file document 195 is granted. The deadlines are extended as follows: any party seeking to move for summary judgment must serve its motion by 7/9/2025 ; any opposition must be served by 8/13/2025 ; and any reply must be served by 9/3/2025 . The parties are directed to serve the papers on each other by these deadlines but only file them on the Court's docket on 9/3/2025 , following services of all briefs. So Ordered by Judge Sanket J. Bulsara on 5/27/2025. (MPG) (Entered: 05/27/2025)
06/17/2025	196	Second MOTION to Disqualify Judge / <i>NOTICE OF SECOND MOTION TO RECUSE MAGISTRATE JUDGE ANNE Y. SHIELDS PURSUANT TO 28 U.S.C. §§ 144 AND 455 AND FRCP 7(b), 72(b), AND EDNY LOCAL CIVIL RULE 7.1</i> by Lidia M. Orrego. (NF) (Entered: 06/18/2025)

06/17/2025	197	Notice of MOTION to Vacate <i>ORDERS PURSUANT TO FRCP 60(b)(2), 60(b)(6), AND 60(d)(3)</i> by Lidia M. Orrego. (NF) (Entered: 06/18/2025)
06/18/2025	198	Notice of MOTION to Vacate <i>ORDERS PURSUANT TO FRCP 60(b)(2), 60(b)(6), AND 60(d)(3)</i> by Lidia M. Orrego. (NF) (Entered: 06/18/2025)
06/30/2025	199	MOTION for Declaratory Judgment (<i>Declaratory Relief</i>) by Lidia M. Orrego. (Attachments: # 1 Part 2, # 2 Part 3) (NF) (Entered: 07/01/2025)
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, 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)

PACER Service Center

Transaction Receipt

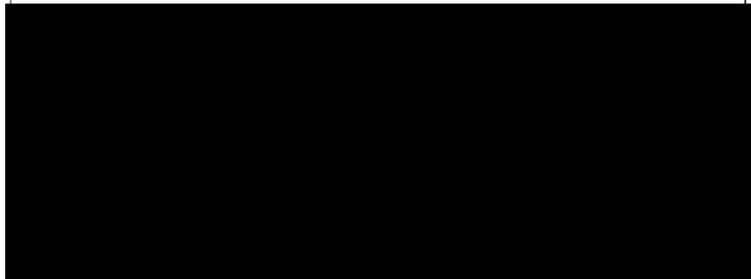


EXHIBIT 2

DEMAND FOR PAYMENT OF \$1,501,090 AND REOPENING OF WCB CASE NO. G2584330 DUE TO LACK OF LEGAL TERMINATION, DEPRIVATION OF WORK, AND FRAUD – EMPLOYEE LIDIA M. ORREGO

Via Email Only

To: Gordon Rees Scully Mansukhani LLP (“GRSM”)

Kuuku Minnah-Donkoh kminnahdonkoh@grsm.com

Dallas Rivera dlrivera@grsm.com

Peter Cella pcella@grsm.com

Paulette Guerrero pguerrero@grsm.com

Cc: kminnahdonkoh@gordonrees.com

From: Lidia M. Orrego liorrego@gmail.com

Date: July 7, 2025

Counsel GRSM,

I demand immediate payment from your clients, Kevin Knipfing (aka Kevin James) and Stephanieanna James-Knipfing, for unpaid wages, overtime, sick leave, health insurance, and Workers’ Compensation totaling \$1,501,090, owed due to their failure to legally terminate my employment and their ongoing deprivation of my access to work, benefits, and medical treatment. I also demand the reopening of Workers’ Compensation Board (WCB) Case No. G2584330 for medical treatment for injuries established as an Occupational Disease (back, neck, right wrist, both knees, shoulders, major depressive disorder, PTSD), as your clients lacked insurance for domestic workers and committed fraud, falsification, and employment record misrepresentations, including through their legal representatives at Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, who, as clients of your firm (Gordon Rees Scully Mansukhani LLP) since 2012, colluded with an Independent Medical Examination (IME) doctor to fabricate a false medical report and proposed the IME doctor as a witness to prove my case while intentionally failing to file my medical evidence, as evidenced in *Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP* ([EDNY Case No. 23-cv-6507](#)), related to *Orrego v. Kerrigan et al.* ([EDNY Case No. 25-cv-736](#))

and *Orrego v. Wilson et al.* ([EDNY Case No. 25-cv-769](#)). This demand is also further supported by a Letter of Admonition against my lawyers for the same misconduct, Dated January 26, 2022. (Case No. 23-cv-6507 [DE \[59\]](#))

This demand is supported by my June 8, 2025, New York State Department of Labor (NYSDOL) Labor Standards Complaint (LS223, Exhibit 3, annexed to my Renewed Motion for Declaratory Relief, [DE \[199\]](#), available at [EDNY Docket 20-cv-3361](#), and including sub-exhibits: Loft Legal Opinion, May 14, 2025; Pay Stub, 2018; Hiring Process, February 6, 2018; Old Westbury EDDIE LLC Form 1095-B, 2018; Complaint, November 2, 2018; Medical Certificate, November 2, 2018; Termination Letter, November 27, 2018; WCB Investigation Report, November 4, 2019; Letter Offer, October 22, 2020; Uzcategui Report, November 21, 2018), federal court filings (EDNY Case Nos. 20-cv-3361, 24-cv-7247, 23-cv-6507, 25-cv-736, 25-cv-769), a Fourth Amended Complaint against *Steve Savitsky and Old Westbury LLC et al.* ([EDNY Case No. 24-cv-7247](#), *Orrego v. Savitsky et al.*), and a Renewed Motion for Declaratory Relief filed on June 30, 2025, in EDNY Case No. 20-cv-3361 ([DE \[199\]](#), which includes evidence of fraud, perjury, and falsification by your clients and their associates.

I was hired on January 31, 2018, as a nanny and housekeeper at your clients' residence in Old Westbury, NY, working 70–88 hours per week. On November 27, 2018, I received a fraudulent termination letter from Old Westbury LLC, a non-existent “ghost company” not registered in New York or California, signed by an unknown manager and sent from California (Exhibit 7).

Issued 25 days after my November 2, 2018, complaint about racial discrimination and abuse by Teresa A. Zantua, the letter falsely claimed COBRA eligibility and canceled my health insurance by November 30, 2018, violating New York Labor Law (NYLL) § 195(6) and the Domestic Workers' Bill of Rights (NYLL § 170).

A [May 14, 2025, legal opinion from Loft Legal \(Exhibit 1\)](#) confirms the termination was invalid due to its retaliatory nature, lack of proper notice, and reliance on void non-disclosure agreements (NDAs) obtained through coercion and lacking mutual assent (*Stonehill Capital Mgmt., LLC v. Bank of the West*, 45 N.Y.S.3d 864 (2016); *Reyes v. Lincoln Auto. Fin. Servs.*, 861 F.3d 51 (2d Cir. 2017)).

My pay stubs (Exhibit 2) and Form 1095-B (Exhibit 4) identify Old Westbury EDDIE LLC, not Old Westbury LLC, as the payroll entity, evidencing the letter's fraudulent nature. As no valid termination notice was issued, I remain employed (*Andryeyeva v. New York Health Care, Inc.*, 33 N.Y.3d 152 (2019); *Ryan v. Kellogg Partners Inst. Servs.*, 19 N.Y.3d 1 (2012)).

Since November 27, 2018, your clients have deprived me of access to work, causing significant harm, including loss of wages, overtime, sick leave, health insurance, and workers' compensation. My NYSDOL claim (Exhibit 3, annexed to my Renewed Motion for Declaratory Relief, DE [199], available at EDNY Docket 20-cv-3361, and including sub-exhibits: Loft Legal Opinion, May 14, 2025; Pay Stub, 2018; Hiring Process, February 6, 2018; OWWE LLC Form 1095-B, 2018; Complaint, November 2, 2018; Medical Certificate, November 2, 2018; Termination Letter, November 27, 2018; WCB Investigation Report, November 4, 2019; Letter Offer, October 22, 2020; Uzcategui Report, November 21, 2018) and federal filings, including a Decision and Order by H. District Judge Gary R. Brown (ECF Doc. [30], EDNY Docket No. 20-cv-3361, dated September 30, 2021, available at EDNY Docket 20-cv-3361), which confirms federal jurisdiction for my claims of retaliation and hostile work environment under 42 U.S.C. § 1981 and NYSHRL against your clients, their corporations Old Westbury EDDIE LLC and the ghost corporation Old Westbury LLC, and Teresa A. Zantua, as well as Exhibit 18 (DE [198], Amended Motion to Vacate Orders DE [87] and DE [88], June 17, 2025, available at EDNY Docket 20-cv-3361), detail the following amounts owed from January 31, 2018, to June 8, 2025:

- Unpaid Wages: \$408,000 for 340 weeks at \$1,200 per week (40 hours/week) (NYLL §§ 190, 191).

- Overtime: \$895,050 for 19,890 hours over 40 per week at \$45 per hour, correcting an error in my Renewed Motion for Declaratory Relief (DE [199], June 30, 2025) that mistakenly stated \$40 per hour (NYLL § 652; *Vega v. Restani Constr. Corp.*, 18 N.Y.3d 499 (2012)). The \$45 per hour overtime rate is evidenced by the check annexed to my New York State Department of Labor Standards Complaint (Exhibit 3, annexed to [DE \[199\]](#), available at EDNY Docket 20-cv-3361,

and including sub-exhibits: Loft Legal Opinion, May 14, 2025; Pay Stub, 2018; Hiring Process, February 6, 2018; Old Westbury EDDIE LLC Form 1095-B, 2018; Complaint, November 2, 2018; Medical Certificate, November 2, 2018; Termination Letter, November 27, 2018; WCB Investigation Report, November 4, 2019; Letter Offer, October 22, 2020; Uzcategui Report, November 21, 2018), confirming my entitlement to overtime compensation for hours worked over 40 per week from January 31, 2018, to June 8, 2025. As I remain employed by your clients to the present (July 7, 2025), additional unpaid wages and overtime are accruing beyond June 8, 2025, increasing the total amount owed.

- Sick Leave: \$1,200 for 40 hours, denied despite documented illness (NYLL § 196-b).

- Health Insurance: \$157,340 for costs from fraudulent cancellation without mini-COBRA notice (NY Insurance Law § 3221(m); *Carner v. MGS-576 5th Ave. Inc.*, 977 F. Supp. 629, 632 (S.D.N.Y. 1997) (“The employer’s failure to provide timely and accurate COBRA notification constitutes a violation of ERISA, subjecting the employer to potential penalties and liability for any resulting damages.”)).

Workers’ Compensation: \$39,500 for injuries reported on November 2, 2018, with no coverage provided (WCL §§ 11, 120; *Matter of Castillo v. Brown*, 2017 NY Slip Op 4925, 151 A.D.3d 1310, 56 N.Y.S.3d 652 (3d Dep’t 2017)). My workers’ compensation claim, established as an Occupational Disease by WCLJ Barry Greenberg’s Notice of Decision filed on November 5, 2019, which found prima facie medical evidence for injuries to my neck, back, right wrist, both knees, shoulders, major depressive disorder, and PTSD, was illegally denied treatment due to your clients’ lack of insurance for domestic workers and fraudulent WCB submissions, including a fabricated medical report by an IME doctor, as evidenced in *Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP* (EDNY Case No. 23-cv-6507) and supported by my medical records (Exhibit 6).

These violations, supported by my pay stubs, medical records, and WCB findings (Exhibits 2, 6, 8), establish your clients’ failure to compensate me, totaling \$1,501,090. The fraudulent termination letter and void NDAs (Exhibit 1) further entitle me to these amounts, supporting my claims for declaratory relief under 42 U.S.C. § 1981 and NYSHRL § 296, as detailed in my Renewed Motion for Declaratory Relief (DE [199], June 30, 2025, available at EDNY Docket 20-cv-3361).

Your clients, with Steve Savitsky and Old Westbury LLC, engaged in further fraud, perjury, and falsification, as evidenced in my Fourth Amended Complaint (EDNY Case No. 24-cv-7247, *Orrego v. Savitsky*) and Renewed Motion for Declaratory Relief (DE [199], EDNY Case No. 20-cv-3361, available at EDNY Docket 20-cv-3361), as well as a separate Motion for Declaratory Relief filed on June 30, 2025, in WCB Case No. G2584330.

Specifically, Exhibit 8 (Plaintiff's Certificate of Good Faith No. 3, dated November 13, 2023) documents your clients' failure to disclose critical evidence, including Rebeca Uzcategui's investigation reports (Exhibit 2, November 12 and 21, 2018), which corroborate Zantua's racial discrimination and abuse, obstructing my ability to prove my claims (*Paul Westcott v. Mack Molding Co., Inc.*, 2024 VT 85, ¶ 14 ("The court finds that secret recordings made by an employee in the context of investigating workplace misconduct are protected under the participation clause of the anti-retaliation provisions."))).

Additionally, Exhibit 9 (Email dated July 7, 2023, Forged Signatures of Defendants in Deposition Documents) shows forged signatures, including my signature placed above the legal signature of Kevin James (aka Kevin Knipfing) as the purported owner of Old Westbury LLC, a non-existent company created solely to evade accountability for my illegal or wrongful termination (*Kristin Benzinger v. Lukoil Pan Americas, LLC*, No. 20-cv-2395, at *4 (S.D.N.Y. Mar. 20, 2020) ("To establish a retaliation claim under NYLL § 215, the plaintiff must demonstrate that she engaged in protected activity, the employer was aware of this activity, she suffered an adverse employment action, and there was a causal connection between the protected activity and the adverse action."))).

This fraudulent entity is further evidenced by the Stipulation and Order of Substitution of Counsel (DE [17], dated September 30, 2020, EDNY Case No. 20-cv-3361, available at EDNY Docket 20-cv-3361), which confirms your clients' use of Old Westbury LLC to obscure their liability.

In *Matter of Orrego v. Knipfing* (Appellate Division, Third Department, [Docket 535740](#), [Exhibit 11](#)), your clients, in collusion with New York Marine Insurance Company, CCMSI - Cannon Cochran Management Services, Inc., and Cipriani & Werner PC (Mr. Marc Neuman), submitted false WCB information on September 9, 2019, misrepresenting my employer as "Full Shimmee Inc." and listing an incorrect Los Angeles address (2049 Century Park East, Suite 1400, Los Angeles, CA 90067) instead of my Rego Park, NY residence (Exhibit 8), as further evidenced

by my Letter Request rejecting Respondents' Memoranda of Law for fraudulent misrepresentation ([NYSCEF Doc. \[126\]](#), dated May 8, 2023) and the copy of Form EPH-16.2 (Pre-Hearing Conference Statement, Exhibit 14). A fraudulent "Letter Offer" in EDNY Case No. 20-cv-3361 (Exhibit 9) misrepresented Old Westbury EDDIE LLC as my employer. These actions, constituting mail and wire fraud (18 U.S.C. §§ 1341, 1343) and criminal impersonation (NY Penal Law § 190.25), aimed to evade liability (*Weider v. Skala*, 80 N.Y.2d 628 (1992)).

Furthermore, my previous lawyers, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, who have been clients of your firm (GRSM) since 2012, colluded with your clients and an IME doctor to undermine my case by fabricating a false medical report and proposing the IME doctor as a witness to prove my workers' compensation claims while intentionally failing to file my medical evidence, as evidenced in *Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP* (EDNY Case No. 23-cv-6507), related to *Orrego v. Kerrigan et al.* (EDNY Case No. 25-cv-736) and *Orrego v. Wilson et al.* (EDNY Case No. 25-cv-769). Pasternack Tilker never disclosed to me their conflict of interest as your firm's client at the WCB, intentionally failed to inform me that the NDAs were invalid, as confirmed by the May 14, 2025, Loft Legal opinion (Exhibit 1), and lied to me from the beginning of their representation to protect your clients, Kevin Knipfing and Stephanieanna James-Knipfing.

My Second Motion to Recuse Magistrate Judge Anne Y. Shields ([Exhibit 18 – DE \[198\]](#), June 17, 2025, available at [EDNY Docket 20-cv-3361](#)) addresses judicial errors perpetuating this fraud.

The WCB advised me to file an Uninsured Employers Fund claim for Case No. G2584330, as your clients lacked insurance for domestic workers, leading to their fraudulent misrepresentations to evade workers' compensation liability for my injuries (Exhibit 6). The case must be reopened to provide medical treatment (*Matter of Castillo v. Brown*, 2017 NY Slip Op 4925, 151 A.D.3d 1310, 56 N.Y.S.3d 652 (3d Dep't 2017)).

I demand immediate payment of \$1,501,090, comprising:

- Unpaid wages: \$408,000
- Overtime: \$895,050
- Sick leave: \$1,200
- Health insurance: \$157,340
- Workers' compensation: \$39,500

I also demand reinstatement to my position or equivalent access to work, as well as provision of medical treatment through the reopening of WCB Case No. G2584330, and compliance with NYLL and NYSHRL obligations, including proper notices. Failure to resolve this matter promptly will compel me to pursue further action through the NYSDOL, WCB (Case No. G2584330), and federal court (EDNY Case Nos. 20-cv-3361, 24-cv-7247, 23-cv-6507, 25-cv-736, 25-cv-769), including seeking equitable tolling for claims delayed by your clients' concealment of evidence (e.g., Uzcategui's interview, disclosed August 1, 2022) and legal malpractice.

Please confirm receipt and provide your clients' position within 14 days, by July 21, 2025.

I am open to discussing a resolution to avoid further litigation. Reply to liorrego@gmail.com.

Sincerely,

/s/ Lidia M. Orrego

Lidia M. Orrego

Address: 95-08 Queens Blvd.

Rego Park, NY 11374

Phone: (347) 453-2234

Email: liorrego@gmail.com

Employee for Kevin and Stephanieanna Knipfing from January 31, 2018, to Present

Attachments: [Renewed Motion for Declaratory Relief, DE \[199\] NYS Labor Standards Complaint \(LS223, June 8, 2025\) \(Exhibit 3 sub-exhibits\)](#)

- **Exhibit 1:** Dated May 14, 2025 – Loft Legal Opinion RE Enforceability of Certain Alleged Confidentiality Agreements
- **Exhibit 2:** Pay Stub Lidia Orrego, 2018
- **Exhibit 3:** Dated February 6, 2018 – Hiring Process
- **Exhibit 4:** Dated December 3, 2018 – OWWE LLC Form 1095-B Year 2018
- **Exhibit 5:** Dated November 2, 2018 – Complaint Lidia Orrego
- **Exhibit 6:** Dated November 2, 2018 – Medical Certificate

- **Exhibit 7:** Dated November 27, 2018 – Letter Termination, Old Westbury LLC
- **Exhibit 8:** Dated November 4, 2019 – Report Investigation WCB
- **Exhibit 9:** Dated October 22, 2020 – Exhibit A - Offer Letter
- **Exhibit 10:** Dated November 21, 2018 – Report Investigation Rebeca Uzcategui -
Witness Manuela Orrego

Renewed Motion for Declaratory Relief, DE [199] also includes:

- **Exhibit 11:** WCB Docket 535740, NYSCEF Doc. [42] (October 31, 2022)
- **Exhibit 12:** Order on Motion to Take Judicial Notice of Facts (April 10, 2023)
- **Exhibit 13:** Motion for Judicial Notice, DE [108] (April 4, 2023)
- **Exhibit 14:** Letter Motion for Summary Judgment Evidence, DE [165] (August 3, 2023)
- **Exhibit 15:** Motion for Disqualification and Stay, DE [190] (March 15, 2025)
- **Exhibit 16:** Letter in EDNY 20-cv-3361, DE [192] (March 17, 2025)
- **Exhibit 17:** Pre-Letter Motion Conference Request, DE [194] (May 9, 2025)
- **Exhibit 18:** Amended Motion to Vacate Orders DE [87] and DE [88], DE [198] (June 17, 2025, available at EDNY Docket 20-cv-3361)
- **Exhibit 19:** Amended Complaint, DE [8] (August 17, 2020)

Cases and References:

- **EDNY Case No. 20-cv-3361:** Orrego v. Knipfing et al. (filed June 2020)
- **EDNY Case No. 24-cv-7247:** Orrego v. Savitsky (filed 2024)
- **EDNY Case No. 23-cv-6507:** Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP
- **EDNY Case No. 25-cv-736:** Orrego v. Kerrigan et al.
- **EDNY Case No. 25-cv-769:** Orrego v. Wilson et al.
- Appellate Division, Third Department, Docket 535740: Matter of Orrego v. Knipfing (WCB Case No. G2584330)
- **Dated 05-08-2023** NYSCEF doc. [126] Docket 535740 Matter of Orrego v Knipfing

EXHIBIT 3



Lidia Orrego <liorrego@gmail.com>

Demand for Payment of \$1,501,090 and Reopening of WCB Case No. G2584330 Due to Lack of Legal Termination, Deprivation of Work, and Fraud – Lidia M. Orrego v. Kevin Knipfing et al.

1 message

Lidia Orrego <liorrego@gmail.com>

Mon, Jul 7, 2025 at 4:50 PM

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

Cc: Lidia Orrego <lidia.orrego@justiceforlidia.nyc>, Lidia Orrego <orregoprose@gmail.com>

Via Email Only**To:** kminnahdonkoh@grsm.com; dldrvera@grsm.com; pcella@grsm.com; pguerrero@grsm.com
kminnahdonkoh@gordonrees.com**From:** Lidia M. Orrego liorrego@gmail.com**Date:** July 7, 2025

Counsel Mr. Minnah-Donkoh,

Attached is my demand letter requesting immediate payment of \$ 1,501,090 for unpaid wages, overtime, sick leave, health insurance, and workers' compensation from your clients, Kevin Knipfing and Stephanieanna James-Knipfing, due to their failure to legally terminate my employment and deprivation of work. I also demand the reopening of WCB Case No. G2584330 for medical treatment, as your clients lacked insurance for domestic workers and committed fraud, falsification, and employment record misrepresentations, as detailed in EDNY Case No. 24-cv-7247 and WCB filings. Supporting documents include my NYSDOL Labor Standards Complaint (Exhibit 3) and federal filings (DE [198], DE [199], available at EDNY Docket 20-cv-3361).

Please confirm receipt and provide your clients' position by July 21, 2025. Reply to liorrego@gmail.com.

Sincerely,

Lidia M. Orrego
Plaintiff Pro Se

Attachment: [Demand_Letter_Orrego_07-07-2025.pdf](#)
[DE \[200\] Letter of Adjournment filed July 1, 2025.pdf](#)

**Dated 07-07-2025 - Demand Letter for Payment and Reopening of WCB Case No. G2584330-Email.pdf**

776K

EXHIBIT 4

*** Filed ***
11:45 PM, 17 JUN, 2025
U.S.D.C., Eastern District of New York

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
Lidia M. Orrego

Plaintiff,

-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,
Teresa A. Zantua,

Defendant(s).
-----X

Hon. D. Judge Sanket J. Bulsara

EDNY 20CV3361 (SJB) (AYS)

NOTICE OF MOTION



**NOTICE OF SECOND MOTION TO RECUSE MAGISTRATE JUDGE ANNE Y.
SHIELDS PURSUANT TO 28 U.S.C. §§ 144 AND 455 AND FRCP 7(b), 72(b), AND EDNY
LOCAL CIVIL RULE 7.1**

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 144 and 455, Federal Rules of Civil Procedure (FRCP) 7(b) and 72(b), EDNY Local Civil Rule 7.1, and District Judge Sanket J. Bulsara's Individual Practices, Plaintiff Lidia M. Orrego, Pro Se, will move this Court, before the Honorable Sanket J. Bulsara, United States District Judge, at the United States District Court for the Eastern District of New York, 100 Federal Plaza, Central Islip, NY 11722, **on a date and time to be set by the Court**, for an order recusing Magistrate Judge Anne Y. Shields due to her personal bias, prejudice, and appearance of impartiality. This is Plaintiff's second motion to recuse Magistrate Judge Shields, following the first recusal motion filed June 14, 2023 (DE [132]), triggered by new evidence in the Legal Opinion dated May 14, 2025, confirming Defendants' false filings violating FRCP 11 and Magistrate Judge Shields' excessive favoritism in aiding Defendants' fraud and gross violations of FRCP 11, Due Process, and Equal Protection of the Law. See annexed Exhibit 1.

Plaintiff, a former nanny and housekeeper for Defendants Kevin Knipfing and Stephanieanna James-Knipfing ("the Knipfings") at their Old Westbury, New York residence from January 31, 2018, to November 27, 2018, alleges severe physical and emotional abuse, racial discrimination, and

retaliation by Defendant Teresa A. Zantua, unaddressed by the Knipfings and their corporations, Old Westbury EDDIE LLC and the unregistered “Old Westbury LLC.” On November 2, 2018, Plaintiff filed a complaint via email, leading to her retaliatory termination on November 27, 2018, via a fraudulent letter from a non-existent entity, violating NYLL § 195(6) (termination notice) and § 215 (retaliation). This caused significant financial, medical, and emotional harm, including unaddressed injuries without workers’ compensation referral. District Judge Brown’s September 30, 2021, order (DE [30]) upheld Plaintiff’s claims of retaliation and hostile work environment under 42 U.S.C. § 1981 and NYSHRL, denied Defendants’ motion to dismiss, and validated the case’s federal jurisdiction. Magistrate Judge Shields’ rulings, particularly blocking Rebecca Uzcategui’s deposition (DE [124]) and upholding void NDAs (DE [87]), prejudice Plaintiff by suppressing evidence critical to these claims. See annexed Exhibits 1, 14.

The bias is evidenced by Magistrate Judge Shields’ unauthorized orders denying Plaintiff’s Default Judgment (DE [57]) and Injunctive Relief (DE [74]) motions, her recommendation to deny Plaintiff’s Declaratory Judgment Motion (DE [73]) with excessive favoritism despite ongoing discovery while upholding three void NDAs as “legal” in violation of New York State (NYS) law (DE [87]), her June 13, 2023, denial of Plaintiff’s motion to compel service of a subpoena on witness Rebecca Uzcategui, effectively blocking her deposition by relying on Defendants’ perjurious statements despite contradictory evidence (DE [124]), misrepresentation of Defendants’ discovery compliance (DE [41], [42]), coercion to sign a retroactive confidentiality agreement violating FRCP 26(c) (DE [65]), ex-parte communications (DE [91]), rapid rulings favoring Defendants (DE [121], [126]), and ignoring Plaintiff’s timely objections and motions (DE [101], [105], [109], [117], [128], [130]). Magistrate Judge Shields ignored violations of NYLL §§ 162, 190, 191, 195(1)(a), 195(5), 195(6), 196-b, 215, 652, and WCL § 50 et seq. and aided Defendants’ FRCP 11 violations. On May

20, 2025, Plaintiff attempted to confer with counsel to vacate DE [87], receiving no response. Plaintiff is simultaneously filing to vacate DE [87] on Motions DE [57], DE [73], DE [74], Letter Motion for Adjournment of Summary Judgment, and Renewed and Supplemental Motion dated March 13, 2025 (DE [190], DE [193], DE [194]) seeking: a) a Stay order to proceed with discovery; b) Disqualification of opposing counsel for gross ethical violations, conflict of interest, fraud, perjury, and organized crime; c) A Second Preliminary Injunction; and d) A protective or restraining order against Gordon Rees Scully Mansukhani, LLP (“GRSM”) for egregious behavior, to prevent harm, harassment, or legal violations, supported by a Memorandum of Law and Exhibits 1 to 15. See annexed Exhibit 3.

Grounds: Plaintiff seeks recusal based on:

New Evidence (Legal Opinion, May 14, 2025): Confirms Defendants’ false filings violating FRCP 11, ignored by Magistrate Judge Shields, reinforcing favoritism that aids Defendants’ fraud and gross violations of FRCP 11, Due Process, and Equal Protection of the Law with the following precedents that Plaintiff objected timely and ignored by Magistrate Judge Shields, including but not limited to: See annexed Exhibit 1.

a. Unauthorized Denial of Default Judgment and Injunctive Relief (DE [57], [74], DE [87]): Magistrate Judge Shields issued orders denying DE [57] and DE [74] without authority under DE [30], misrepresenting Defendants’ discovery compliance (DE [41]), showing favoritism. District Judge Brown failed to rule on DE [57], violating FRCP 72(a). See annexed Exhibit 6.

b. Excessive Favoritism in Recommending Denial of Declaratory Judgment (DE [73], DE [87]): Magistrate Judge Shields recommended denying DE [73] due to ongoing discovery, yet upheld void NDAs as “legal” in violation of NYS law, ignoring Plaintiff’s evidence of fraud, aiding Defendants’ false narrative. See annexed Exhibit 14.

c. **Improper NDA Validation (DE [87]):** Magistrate Judge Shields upheld three NDAs mid-discovery, ignoring NYS law on lack of mutual assent and retaliation, as confirmed by the Legal Opinion, aiding Defendants' fraud. See annexed Exhibit 3.

d. **Coercion to Sign Confidentiality Agreement (DE [87], DE [65]):** Magistrate Judge Shields coerced Plaintiff to sign a retroactive confidentiality agreement post-disclosure, violating FRCP 26(c) and Local Civil Rule 26.2, despite Uzcategui's Report confirming 70 facts in Plaintiff's Amended Complaint, prejudicing Plaintiff's case. See annexed Exhibit 15.

e. **Denial Effectively Blocking Uzcategui's Deposition (DE [124]):** On June 13, 2023, Magistrate Judge Shields denied Plaintiff's motion to compel service of Uzcategui's subpoena on Defendants' counsel, relying on Defendants' perjurious claim that Uzcategui is not their employee or client, ignoring evidence of her phone number (305-970-2143) disclosed by Defendants in July 2020 and August 1, 2022, and GRSM's representation in QSC Index 706327/2021 and appeal (Appellate Division Second Department Docket 2021-092098/2021-09210), effectively blocking critical testimony and harming Plaintiff's case. See annexed Exhibit 1.

f. **Ignored FRCP 11 Violations and Contempt (DE [42]):** Magistrate Judge Shields failed to address Defendants' false NDA claims and contempt in rejecting settlement conferences, ignoring evidence of unpaid wages (\$408,000) and labor violations. See annexed Exhibit 6.

g. **Ex-Parte Communications and Rapid Rulings (DE [91], [121], [126]):** Magistrate Judge Shields ignored allegations of ex-parte communications and issued rapid rulings favoring Defendants. See annexed Exhibit 7.

h. **Ignored Plaintiff's Complaints and Motions (DE [109], [117], [128], [130]):** Magistrate Judge Shields failed to address Plaintiff's motions and complaints, evidencing bias. See annexed Exhibit 7.

Respectfully submitted,

Dated: June 17, 2024

Rego Park, New York

/s/ Lidia M. Orrego

Lidia M. Orrego

Plaintiff Pro Se

Address: 95-08 Queens Blvd. 3E

Rego Park, NY 11374

Phone (347) 453-2234

Email: liorrego@gmail.com

To: All the parties on the record are via ECF and email.

Kuuku Minnah-Donkoh, Esq.

Gordon Rees Scully Mansukhani, LLP

One Battery Park Plaza, 28th Floor

New York, NY 10004

Email: kminnahdonkoh@grsm.com

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

Lidia M. Orrego

Plaintiff,

-against-

D. Judge Sanket J. Bulsara

AFFIRMATION IN SUPPORT
PLAINTIFF'S MOTION

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

**AFFIRMATION IN SUPPORT OF SECOND MOTION TO RECUSE MAGISTRATE
JUDGE ANNE Y. SHIELDS PURSUANT TO 28 U.S.C. §§ 144 AND 455 AND FRCP 7(b),
72(b), AND EDNY LOCAL CIVIL RULE 7.1**

I, Lidia M. Orrego, affirm under penalty of perjury pursuant to 28 U.S.C. § 1746:

I am the Plaintiff, Pro Se, and submit this affirmation to support my Second Motion to Recuse Magistrate Judge Anne Y. Shields under 28 U.S.C. §§ 144 and 455, FRCP 7(b), 72(b), and EDNY Local Civil Rule 7.1 for her bias, prejudice, and appearance of impartiality, evidenced by her unauthorized orders, excessive favoritism, misrepresentation of facts, failure to sanction Defendants' contempt, ex-parte communications, rapid rulings favoring Defendants, ignored timely objections and motions, suppression of critical evidence, and aiding Defendants' FRCP 11 violations. This motion follows the First Recusal Motion filed June 14, 2023, and is triggered by the Legal Opinion dated May 14, 2025, confirming Defendants' false filings violating FRCP 11 and Magistrate Judge Shields' excessive favoritism in aiding Defendants' fraud and gross violations of FRCP 11, Due Process, and Equal Protection of the Law.

Plaintiff is simultaneously filing to vacate DE [87] on Motions DE [57], DE [73], DE [74], Letter Motion for Adjournment of Summary Judgment, and Renewed and Supplemental Motion dated March 13, 2025 (DE [190], DE [193], DE [194]) seeking: a) a stay order to proceed with discovery; b) disqualification of opposing counsel for gross ethical violations, conflict of interest, fraud, perjury, and organized crime; c) a preliminary injunction; and d) a protective or restraining order against Gordon Rees Scully Mansukhani, LLP (GRSM) for egregious behavior, to prevent harm, harassment, or legal violations, supported by a Memorandum of Law and Exhibits 1 to 15. See annexed Exhibit 1.

Evidence of Extreme Favoritism Before May 14, 2025:

a. From January 31, 2018, to November 27, 2018, I was employed as a nanny and housekeeper for Defendants Kevin Knipfing and Stephanieanna James-Knipfing at their Old Westbury, NY home, where I endured severe physical and emotional abuse, racial discrimination, and harassment by Defendant Teresa A. Zantua, unaddressed by the Knipfings and their corporations, Old Westbury EDDIE LLC and the unregistered “Old Westbury LLC.” On November 2, 2018, I filed a complaint via email, resulting in my retaliatory termination on November 27, 2018, via a fraudulent letter from a non-existent entity, violating NYLL § 195(6) (requiring written termination notice) and § 215 (prohibiting retaliation). This caused financial, medical, and emotional harm, exacerbated by the Defendants’ failure to refer my injuries to workers’ compensation. District Judge Brown’s order on September 30, 2021, upheld my claims of retaliation and hostile work environment under 42 U.S.C. § 1981 and NYSHRL, denying the Defendants’ motion to dismiss (DE [30]). Magistrate Judge Shields’ denial of Rebecca Uzcategui’s deposition (DE [124]) blocked testimony corroborating this abuse and retaliation, and her

upholding of void NDAs (DE [87]) concealed evidence of the fraudulent termination, demonstrating favoritism toward Defendants. See annexed Exhibits 1, 14.

b. On July 8, 2022, I filed a Motion for Default Judgment (DE [57]) due to Defendants' non-compliance with discovery orders (DE [41]). Magistrate Judge Shields issued an unauthorized order denying DE [57] in DE [87], misrepresenting Defendants' compliance, without authority under DE [30] (28 U.S.C. § 636(b)(1)(A)). Similarly, Magistrate Judge Shields issued an unauthorized order denying my Motion for Injunctive Relief (DE [74]) in DE [87], exceeding her jurisdiction as a dispositive matter requiring district judge review (FRCP 72(b)). District Judge Brown failed to rule on DE [57], violating FRCP 72(a). I timely objected, but Magistrate Judge Shields ignored my objections, showing favoritism. See annexed Exhibit 6.

c. On February 13, 2023, I filed a Motion for Declaratory Judgment (DE [73]) alleging retaliation and fraud, supported by the Uzcategui Report. Magistrate Judge Shields recommended denial in DE [87], arguing ongoing discovery, yet upheld three void NDAs as legal in violation of NYS law for lack of mutual assent and retaliation, aiding Defendants' false narrative. I timely objected, but Magistrate Judge Shields ignored my objections, showing favoritism. See annexed Exhibit 14.

d. Magistrate Judge Shields' March 9, 2023, order (DE [87]) validated three NDAs mid-discovery, ignoring their void status under NYS law: I signed a blank signature page on January 31, 2018, misrepresented as salary documentation; NDAs were backdated to January 31, 2018, delivered on November 1, 2018 (First NDA), November 6, 2018 (Second NDA), and February 27, 2023 (Third NDA), without consent; the Second NDA, delivered post my November 2, 2018, complaint, was retaliatory. I timely objected, but Magistrate Judge Shields ignored my objections, aiding the Defendants' fraud. See annexed Exhibit 3.

e. In DE [87], Magistrate Judge Shields ruled against my Motion (DE [65]) dated August 12, 2022, which challenged the “confidential” label on the Uzcategui Report, confirming 70 facts in my Amended Complaint. Magistrate Judge Shields coerced me into signing a retroactive confidentiality agreement post-disclosure, violating FRCP 26(c) and prejudicing my ability to use critical evidence. I timely objected, but Magistrate Judge Shields ignored my objections, violating Due Process. See annexed Exhibit 15.

f. On June 13, 2023, Magistrate Judge Shields denied my Motion to Compel service of Uzcategui’s subpoena on Defendants’ counsel (DE [124]), relying on Defendants’ perjurious claim that Uzcategui is not their employee or client, ignoring evidence that Defendants disclosed Uzcategui’s phone number (305-970-2143) in July 2020 and August 1, 2022 and that GRSM represents her in QSC Index 706327/2021 and appeal (Appellate Division Second Department Docket 2021-092098/2021-09210). This denial effectively blocked critical testimony, corroborating my claims and harming my case. I timely objected, citing ABA Formal Opinion 473 and NYCBA Formal Opinion 2022-1, but Magistrate Judge Shields ignored my objections, violating Equal Protection. See annexed Exhibit 1.

g. Magistrate Judge Shields ignored allegations of ex-parte communications with Defendants’ counsel, supported by the counsel’s refusal to accept service. I timely objected, but Magistrate Judge Shields ignored my objections. See annexed Exhibit 7.

h. Magistrate Judge Shields issued rapid orders favoring Defendants while ignoring my evidence. I timely objected, but Magistrate Judge Shields ignored my objections. See annexed Exhibit 7.

i. Magistrate Judge Shields failed to address my motions and complaints, evidencing bias. I timely objected, but Magistrate Judge Shields ignored my objections. See annexed Exhibit 7.

j. Magistrate Judge Shields overlooked Defendants' violations, including unpaid wages (\$408,000) from November 28, 2018, to June 8, 2025, and NYLL §§ 162, 190, 191, 195(1)(a), 195(5), 195(6), 196-b, 215, 652, and WCL § 50 et seq. violations: no 30-minute meal periods for 8.5–13.83-hour workdays; unpaid wages for 340 weeks at \$30/hour for 40 hours/week; irregular wage payments; no pay rate notice; no minimum wage posters; fraudulent termination letter without COBRA notice; no 326 hours of sick leave, \$1,200 owed; retaliatory termination post-November 2, 2018, complaint; no overtime pay for 77–88 hours/week; denied workers' compensation for November 2, 2018, injuries. I timely objected, but Magistrate Judge Shields ignored my objections, violating Equal Protection. See annexed Exhibit 1.

k. Magistrate Judge Shields aided the Defendants' FRCP 11 violations by accepting NDA misrepresentations and ignoring their contempt. I timely objected, but Magistrate Judge Shields ignored my objections. See annexed Exhibit 6.

Evidence of Extreme Favoritism After May 14, 2025:

a. The Legal Opinion dated May 14, 2025, confirms Defendants' false filings regarding NDAs and labor violations, violating FRCP 11. Magistrate Judge Shields' failure to address these in DE [87], DE [124], and subsequent rulings demonstrates continued favoritism. See annexed Exhibit 1.

b. On May 20, 2025, I attempted to confer with Defendants' counsel to vacate DE [87], receiving no response, and Magistrate Judge Shields has not addressed this, further evidencing bias. See annexed Exhibit 4.

Prior Complaints:

a. May 10, 2022, Complaint: Vacated orders (DE [41], [52]) without sanctioning Defendants, delaying my case. See annexed Exhibit 5.

b. June 14, 2023, First Recusal Motion: Rapid orders ignored evidence and misapplied FRCP 45. See annexed Exhibit 7.

c. July 10, 2023, Complaint: Premature recusal denial, violating Due Process. See annexed Exhibit 8.

Violations by Magistrate Judge Shields:

a. Issued unauthorized orders denying DE [57] and DE [74]. See annexed Exhibit 3.

b. Recommended denial of DE [73] with favoritism, upholding void NDAs. See annexed Exhibit 14.

c. Failed to sanction Defendants' contempt. See annexed Exhibit 5.

d. Coerced retroactive confidentiality agreement, violating FRCP 26(c). See annexed Exhibit 15.

e. Denied Motion to Compel Uzcategui's deposition, effectively blocking testimony. See annexed Exhibit 1.

f. Ignored FRCP 11 violations. See annexed Exhibit 3.

g. Overlooked labor law violations and unpaid wages. See annexed Exhibit 1.

h. Ignored ex-parte communication allegations. See annexed Exhibit 7.

i. Issued rapid rulings favoring Defendants. See annexed Exhibit 7.

j. Ignored Plaintiff's complaints and motions. See annexed Exhibit 7.

k. Breached Canons 1, 2, and 3 of the Code of Conduct. See annexed Exhibit 5.

Impartiality: Magistrate Judge Shields' unauthorized orders, favoritism, coercion, suppression of the Uzcategui Report, denial effectively blocking her deposition, failure to sanction Defendants, and failure to address new evidence suggest bias, eroding impartiality under 28 U.S.C. § 455(a). See annexed Exhibit 8.

I certify this motion is made in good faith and supported by the Memorandum of Law and Exhibits. See annexed Exhibit 1.

WHEREFORE, Plaintiff respectfully requests that the court GRANT the within the simultaneous motions, as well as such other and further relief that may be just and proper.

Respectfully submitted,

Date: June 17, 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

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).

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**MEMORANDUM OF LAW IN SUPPORT OF SECOND MOTION TO RECUSE
MAGISTRATE JUDGE ANNE Y. SHIELDS PURSUANT TO 28 U.S.C. §§ 144 AND 455
AND FRCP 7(b), 72(b), AND EDNY LOCAL CIVIL RULE 7.1**

Date: June 17, 2025

Rego Park, New York

/s/ Lidia M. Orrego

Lidia M. Orrego

Plaintiff Pro Se

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I. INTRODUCTION

Plaintiff Lidia M. Orrego, pro se, moves to recuse Magistrate Judge Anne Y. Shields under 28 U.S.C. §§ 144 and 455, FRCP 7(b), 72(b), and EDNY Local Civil Rule 7.1 for her bias, prejudice, and appearance of impartiality in this second recusal motion, following the first recusal motion filed June 14, 2023. This motion is triggered by the Legal Opinion dated May 14, 2025, confirming Defendants' false filings violating FRCP 11 and Magistrate Judge Shields' excessive favoritism in aiding Defendants' fraud and gross violations of FRCP 11, Due Process, and Equal Protection of the Law.

Plaintiff, employed as a nanny and housekeeper for Defendants Kevin Knipfing and Stephanieanna James-Knipfing ("the Knipfings") from January 31, 2018, to November 27, 2018, at their Old Westbury, NY residence, alleges pervasive physical and emotional abuse, racial discrimination, and retaliation by Defendant Teresa A. Zantua, unaddressed by the Knipfings and their corporations, Old Westbury EDDIE LLC and the unregistered "Old Westbury LLC." After filing a complaint via email on November 2, 2018, Plaintiff was terminated on November 27, 2018, via a fraudulent letter from a non-existent entity, violating NYLL § 195(6) (termination notice) and § 215 (retaliation), causing significant financial, medical, and emotional harm, including unaddressed injuries without workers' compensation referral. District Judge Brown's September 30, 2021, order (DE [30]) upheld Plaintiff's claims of retaliation and hostile work environment under 42 U.S.C. § 1981 and NYSHRL, denying Defendants' motion to dismiss. Magistrate Judge Shields' rulings, including denying Rebecca Uzcategui's deposition (DE [124]) and upholding void NDAs (DE [87]), prejudice Plaintiff by blocking critical testimony and concealing evidence of Defendants' fraudulent actions, evidencing bias warranting recusal. See annexed Exhibits 1, 14.

Magistrate Judge Shields issued unauthorized orders denying Plaintiff's Default Judgment (DE [57]) and Injunctive Relief (DE [74]) motions, recommended denying Plaintiff's Declaratory Judgment Motion (DE [73]) with excessive favoritism despite ongoing discovery while upholding three void NDAs as "legal" in violation of NYS law (DE [87]), denied Plaintiff's motion to compel service of a subpoena on witness Rebecca Uzcategui, effectively blocking her deposition by relying on Defendants' perjurious statements (DE [124]), misrepresented Defendants' discovery compliance (DE [41], [42]), coerced Plaintiff to sign a retroactive confidentiality agreement violating FRCP 26(c) (DE [65]), engaged in potential ex-parte communications (DE [91]), issued rapid rulings favoring Defendants (DE [121], [126]), and ignored Plaintiff's complaints and motions (DE [101], [105], [109], [117], [128], [130]).

Magistrate Judge Shields ignored Defendants' FRCP 11 violations, labor law violations, and unpaid wages (\$408,000), favoring Defendants and prejudicing Plaintiff. On May 20, 2025, Plaintiff attempted to confer to vacate DE [87], receiving no response.

Plaintiff is simultaneously filing to vacate DE [87] on Motions DE [57], DE [73], DE [74], Letter Motion for Adjournment of Summary Judgment, and Renewed and Supplemental Motion dated March 13, 2025 (DE [190], DE [193], DE [194]) seeking: a) a Stay order to proceed with discovery; b) Disqualification of Opposing Counsel for Gross Ethical Violations, Conflict of Interest, Fraud, Perjury, and Organized Crime; c) a Preliminary Injunction; and d) a Protective or Restraining Order against GRSM for egregious behavior, to prevent harm, harassment, or legal violations, supported by a Memorandum of Law and Exhibits 1 to 15. Magistrate Judge Shields' pattern of favoritism mandates recusal. See annexed Exhibit 1.

II. TABLE OF AUTHORITIES

Cases

Caidor v. Onondaga Cnty, 517 F.3d 601 (2d Cir. 2008)

In re Drexel Burnham Lambert Inc., 861 F.2d 1307 (2d Cir. 1988)

In re Murchison, 349 U.S. 133 (1955)

King v. Conde, 121 F.R.D. 180 (E.D.N.Y. 1988)

Liljeberg v. Health Servs. Acquisition Corp., 486 U.S. 847 (1988)

Liteky v. United States, 510 U.S. 540 (1994)

LLC v. Doe 3, 604 F.3d 110 (2d Cir. 2010)

Seattle Times Co. v. Rhinehart, 467 U.S. 20 (1984)

Thomas E. Hoar, Inc. v. Sara Lee Corp., 900 F.2d 522 (2d Cir. 1990)

United States v. Diaz, 176 F.3d 52 (2d Cir. 1999)

Statutes

28 U.S.C. § 144

28 U.S.C. § 455(a)

28 U.S.C. § 455(b)(1)

28 U.S.C. § 636(b)

28 U.S.C. § 1746

NYLL § 162

NYLL § 190

NYLL § 191

NYLL § 195(1)(a)

NYLL § 195(5)

NYLL § 195(6)

NYLL § 196-b

NYLL § 215

NYLL § 652

N.Y. General Business Law § 349

WCL § 50 et seq.

Rules

Federal Rule of Civil Procedure 6(a)

Federal Rule of Civil Procedure 7(b)

Federal Rule of Civil Procedure 11

Federal Rule of Civil Procedure 26(c)

Federal Rule of Civil Procedure 30

Federal Rule of Civil Procedure 37

Federal Rule of Civil Procedure 45

Federal Rule of Civil Procedure 57

Federal Rule of Civil Procedure 72(a)

Federal Rule of Civil Procedure 72(b)

EDNY Local Civil Rule 7.1

EDNY Local Civil Rule 26.2

Other Authorities

Code of Conduct for United States Judges, Canons 1, 2, 3

ABA Formal Opinion 473 (2016)

NYCBA Formal Opinion 2022-1 (2022)

III. LEGAL STANDARD

Under 28 U.S.C. § 144, recusal is required when a timely affidavit shows personal bias or prejudice convincing a reasonable person of partiality. Extrajudicial bias impairing fairness is key. Under 28 U.S.C. § 455(a), a judge must recuse if her impartiality might reasonably be questioned. Rulings alone rarely suffice unless showing “deep-seated favoritism” making fair judgment impossible. Procedural irregularities or extrajudicial conduct may support recusal. FRCP 72(b) allows a district judge to review a magistrate judge’s non-dispositive pretrial rulings for clear error, while dispositive matters require de novo review, relevant to Magistrate Judge Shields’ unauthorized orders and recommendations. See annexed Exhibit 8.

IV. ARGUMENT

A. Magistrate Judge Shields’ Bias and Prejudice Warrant Recusal Under 28 U.S.C. § 144

Magistrate Judge Shields’ actions show extreme favoritism toward Defendants, prejudicing Plaintiff’s rights. The Legal Opinion dated May 14, 2025, confirms Defendants’ false filings violating FRCP 11, which Magistrate Judge Shields ignored, aiding Defendants’ fraud and gross violations of FRCP 11, Due Process, and Equal Protection of the Law. Magistrate Judge Shields issued unauthorized orders denying Plaintiff’s Default Judgment and Injunctive Relief motions in DE [87], exceeding her jurisdiction under DE [30], as these were dispositive matters requiring district judge review. Magistrate Judge Shields recommended denying Plaintiff’s Declaratory Judgment Motion in DE [87] with excessive favoritism, citing ongoing discovery, yet upheld three void NDAs as “legal” in violation of NYS law, ignoring Plaintiff’s evidence of fraud. On June 13, 2023, Magistrate Judge Shields denied Plaintiff’s motion to compel service of a subpoena on Rebecca Uzcategui, relying on Defendants’ perjurious claim that Uzcategui is not their employee or client, ignoring evidence of her phone number and GRSM’s representation in QSC Index

706327/2021, effectively blocking critical testimony. She coerced Plaintiff to sign a retroactive confidentiality agreement post-disclosure, violating FRCP 26(c), ignored ex-parte communication allegations, issued rapid rulings favoring Defendants, and ignored Plaintiff's complaints and motions. This pattern, documented in prior complaints and the first recusal motion, shows bias beyond judicial discretion, warranting recusal. See annexed Exhibit 1.

B. Appearance of Impartiality Requires Recusal Under 28 U.S.C. § 455(a)

An objective observer would question Magistrate Judge Shields' impartiality. Her unauthorized orders denying DE [57] and DE [74], recommendation to deny DE [73] with favoritism while upholding void NDAs, denial effectively blocking Uzcategui's deposition, coercion to sign a confidentiality agreement, ex-parte communications, rapid rulings, and ignored motions contrast with District Judge Brown's restraint. Unauthorized rulings, premature denial of the first recusal motion, and failure to address the Legal Opinion and Uzcategui Report suggest favoritism. Ignoring contempt, labor violations, FRCP 11 violations, and Plaintiff's timely objections reinforces this perception. Potential ex-parte communications and protection of Defendants' counsel erode confidence, requiring recusal. See annexed Exhibit 8.

C. Specific Violations Demonstrate Extreme Favoritism

1. Favoritism Before May 14, 2025

a. Magistrate Judge Shields issued orders denying DE [57] and DE [74] without authority under DE [30], misrepresenting Defendants' discovery compliance. District Judge Brown failed to rule on DE [57]. Plaintiff timely objected, ignored by Magistrate Judge Shields. See Exhibit 6.

b. Magistrate Judge Shields recommended denying DE [73] due to ongoing discovery, yet upheld void NDAs as "legal" in violation of NYS law, ignoring Plaintiff's evidence. Plaintiff timely objected, ignored by Magistrate Judge Shields. See annexed Exhibit 14.

c. Magistrate Judge Shields validated void NDAs mid-discovery, ignoring NYS law. Plaintiff timely objected, ignored by Magistrate Judge Shields. See annexed Exhibit 3.

d. Magistrate Judge Shields coerced retroactive confidentiality agreement, violating FRCP 26(c). Plaintiff timely objected, ignored by Magistrate Judge Shields. See annexed Exhibit 15.

e. Magistrate Judge Shields denied motion to compel service, relying on Defendants' perjurious claim, ignoring Uzcategui's phone number and GRSM's representation, effectively blocking testimony. Plaintiff timely objected, ignored by Magistrate Judge Shields. See annexed Exhibit 1.

f. Magistrate Judge Shields accepted NDA misrepresentations. Plaintiff timely objected, ignored by Magistrate Judge Shields. See annexed Exhibit 3.

g. Magistrate Judge Shields ignored NYLL and WCL violations. Plaintiff timely objected, ignored by Magistrate Judge Shields. See annexed Exhibit 1.

h. Magistrate Judge Shields ignored ex-parte communication allegations. Plaintiff timely objected, ignored by Magistrate Judge Shields. See annexed Exhibit 7.

i. Magistrate Judge Shields favored Defendants with rapid rulings. Plaintiff timely objected, ignored by Magistrate Judge Shields. See annexed Exhibit 7.

j. Magistrate Judge Shields failed to address DE [101], [105], [109], [117], [128], [130]. Plaintiff timely objected, ignored by Magistrate Judge Shields. See annexed Exhibit 7.

2. Favoritism After May 14, 2025

a. The Legal Opinion confirms Defendants' false filings violating FRCP 11, which Magistrate Judge Shields failed to address in DE [87], DE [124], and subsequent rulings, showing continued favoritism. See annexed Exhibit 1.

b. Magistrate Judge Shields failed to address Defendants' non-response to my May 20, 2025, attempt to confer to vacate DE [87], further evidencing bias. See annexed Exhibit 4.

These violations, supported by exhibits, show a pattern of bias. See annexed Exhibit 1.

V. CONCLUSION

Magistrate Judge Shields' bias, evidenced by unauthorized orders, excessive favoritism, ignoring Plaintiff's timely objections, misrepresentation, failure to sanction contempt, improper NDA validation, coercion, denial effectively blocking Uzcategui's deposition, ex-parte communications, rapid rulings favoring Defendants, and ignored complaints and motions, mandates recusal under 28 U.S.C. §§ 144 and 455. Plaintiff requests recusal and reassignment of pretrial matters. See annexed Exhibit 8.

WHEREFORE, Plaintiff respectfully requests that the court GRANT the within the simultaneous motion, as well as such other and further relief that may be just and proper.

Respectfully submitted,

Date: June 17, 2025

Rego Park, New York

/s/ Lidia M. Orrego
Lidia M. Orrego
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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).

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**[PROPOSED] ORDER ON SECOND MOTION TO RECUSE MAGISTRATE
JUDGE ANNE Y. SHIELDS**

Upon consideration of Plaintiff Lidia M. Orrego's Second Motion to Recuse Magistrate Judge Anne Y. Shields pursuant to 28 U.S.C. §§ 144 and 455, Federal Rules of Civil Procedure 7(b) and 72(b), and Local Civil Rule 7.1 of the Eastern District of New York, filed June 17, 2025—together with the accompanying Notice of Motion, Affirmation, Memorandum of Law, and Exhibits 1 through 15, submitted via ECF in accordance with Local Civil Rule 7.1 and Judge Bulsara's Individual Practices—and upon review of any opposition thereto and the record of proceedings to date, it is hereby:

ORDERED that Plaintiff's motion to recuse Magistrate Judge Anne Y. Shields from presiding over pretrial matters in this action is **[GRANTED/DENIED]** for the following reasons:
[Insert reasoning if applicable].

[**If granted:**]. IT IS FURTHER ORDERED that all pretrial matters in this action are to be reassigned to another United States Magistrate Judge, to be designated by the Clerk of the Court.

[**If denied:**] IT IS FURTHER ORDERED that Magistrate Judge Anne Y. Shields shall continue to preside over pretrial matters in this action.

SO ORDERED.

Dated: Central Islip, New York
_____, 2025

Sanket J. Bulsara
United States District Judge

EXHIBIT 1

Division of Labor Standards
Harriman State Office Campus
Building 12, Room 185B
Albany, NY 12226



Office Use Only:

LS ID
LCM
PV Priority
Taken by
Date

Labor Standards Complaint Form

Use this form to claim unpaid wages, illegal deductions, wage supplements, minimum wage, overtime, no meal period, etc.

Note: This complaint form is available in languages other than English. Anyone working in New York State may make a complaint to the New York State Department of Labor. Be sure to read Information About Filing a Claim (LS223.2) before filling out this form.

Please answer all questions for each part related to your claim. Providing complete information helps us review your complaint and accept it for investigation. Return your completed form to the address above.

We will contact you if we do not have enough information to proceed or if your claim appears invalid. If you have questions about how to complete this form call (888) 469-7365.

We cannot accept the following wage or supplement claims:

- For work performed outside of New York State.
- From anyone employed in an administrative, executive, or professional capacity who earns over \$1300 gross per week (they are excluded from coverage under Sections 190[7] and 198-c[3]).
- From individuals employed by a public entity such as a town, county, or city.
- From individuals who are in business for themselves.
- For work performed on a public work project (use form PW-4).

Part 1. Person Filing Claim (Employee/Complainant Information)

1. Name:(first) Lydia (middle) V. (last) Joy
2. Another name known by at work: Lidia M. Orrego
3. Mailing address: No: 95-08 Street: Queens Blvd. Apt. # 3E
City/town: Rego Park County: Queens State: NY Zip code: 11374
4. Phone: (347) 453-2234 5. Other phone:()
6. Email: liorrego@gmail.com 7. Your primary/preferred language: English

Part 2. Claim Filed Against (Business/Business Owner Information)

- 8a. Business name: Kevin and Sphanieanna Knipfing, c/o Ground Control Business Management (See Exhibits 1,2,3)
- 8b. Legal name (if different): Old Westbury Eddie LLC
- 8c. Legal entity type: ☐ Individual ☒ LLC ☐ Partnership ☐ Corporation ☐ Other:
- 8d. Mailing address: No.: 2049 Street: Century Park East FI/Rm/Suite#: 1400
City/town: Los Angeles County: Los Angeles State: CA Zip code: 90067
- 8e. Business phone: (310) 315-6200 (310) 569 - 2458
- 8f. Email: fullkj@gmail.com; steffdelacruz@gmail.com

- 9a. Owner(s) name(s) and title(s): Kevin Knipfing aka Kevin James, Employer
Stephanieanna James - Knipfing aka Steffiana De la Cruz, Employer
- 9b. Mailing address: No.: 2049 Street: Century Park East Apt. #: Suite 1400
City/town: Los Angeles County: Los Angeles State: CA Zip code: 90067
- 9c. Owner phone: (310) 315-6200 9d. Email: fullkj@gmail.com; steffdelacruz@gmail.com
10. Business type: ☐ restaurant ☐ retail store ☒ domestic help ☐ construction ☐ office ☐ other:
11. Business hours of operation: Private Households 12. Total # of employees: 6 (Nov. 2018)
- 13a. Is the company still in business? ☒ Yes ☐ No 13b. If "No," when did business close?
14. Employer's bank name and location (attach copy of check or check stub): Unknown see Attached Exhibit 2
15. Has the employer filed for bankruptcy? ☐ Yes ☒ No ☐ Unknown

Part 3. Person Filing Claim (Employment Information)

16. Your job title: Nanny/Housekeeper 17. Type of work you performed: Domestic worker (childcare, cleaning, maintenance, 70–88 hours/week)
18. Date hired: 01/31/2018 19. Name and title of person who hired you: Skylar Testa and Stephanieanna Knipfing
20. Name/s of your manager/supervisor/foreman:
21. Name of person who paid your wages:
22. Worksite address: No.: Street: Fl/Rm/Suite#: City/town: County: State: Zip code:
23. Did you regularly travel outside New York State for work? ☐ Yes ☐ No
24. Your relationship with business: ☒ Still employed ☐ Discharged ☐ Quit ☐ Temporarily laid-off See attached Appendix
- 25a. Last day worked: Ongoing. Never received a termination letter. 25b. Reason for leaving: Retaliation/Work Deprivation
- 26a. Were you a member of a union? ☐ Yes ☒ No 26b. If "Yes," union name and Local no.:
- 27a. Your rate of pay: \$ per ☐ Day ☐ Week ☒ Hour ☐ Other
- 27b. Your overtime rate of pay: \$ 30.00.-
- 28a. Did you earn tips on a regular basis? ☐ Yes ☒ No 28b. If "Yes," how much on average per hour?
- 28c. Has your employer kept your or any other employee's tips? ☐ No ☐ Yes – yours ☐ Yes – others'
- 28d. If "Yes," how much? Please Explain:
- 29a. What was your payday? ☐ Mon ☐ Tues ☐ Wed ☐ Thurs ☒ Fri ☐ Sat ☐ Sun
- 29b. What period did this cover? (e.g. Sat through Fri)
30. How often were you paid? ☒ Weekly ☐ Daily ☐ Every two weeks ☐ Other
31. How were your wages paid? ☐ Cash ☒ Check ☐ Direct Deposit ☐ Pay Card
☐ Combination: (please explain - e.g. part in cash and part by check)
- 32a. Were you required to wear a uniform? ☐ Yes ☒ No 32b. If "Yes," describe the uniform:
- 32c. Were uniforms free of charge? ☐ Yes ☒ No 32d. If "No," how were uniforms purchased and how much did they cost?

Part 4. Unpaid Wages Claim

Fill in this section if you are owed wages (see Part 7 if you are due overtime pay). Use one row for each week. Gross wages mean the amount earned before taxes or other deductions. Attach a separate sheet(s) for additional weeks, or to give more information.

A. Payroll Week Ending Date	B. Number of Days Worked in the Week	C. Hours Worked in the Week	D. Rate of Pay (Earned or Promised)	E. Illegal Deductions from Wages (e.g. fines, breakage, etc.)	F. Gross Wages Owed for the Week	G. Gross Wages Paid (If employer paid some of the wages owed write the amount here)	H. Difference Between Gross Wages Owed and Gross Wages Paid
12/02/2018	6	40	\$30/hour	\$0	\$1200.00	\$0	\$1200.00.-
12/02/2018	6	40	\$30/hour	\$0	\$1200.00	\$0	\$1200.00.-
Continue	6	40	\$30/hour	\$0	\$1200.00	\$0	\$1200.00.-
Weekly through 06/08/2025							
							(340 weeks x \$1200.00.-)
I. Total							\$ 408,000.00.-

33a. If your paycheck was not honored by the bank, please provide check number and payroll week ending date. If available, provide a copy of the check: Since December 2, 2018 to June 7, 2025 - See Attached Exhibit 2

33b. Claim Range: What time period does your wage claim cover?

Date from: December 2, 2018 to: June 7, 2025

Part 5. Unpaid Paid Sick Leave

Fill in this section for Paid Sick Leave you are owed. Section 196-b of the New York State Labor law requires employers with five or more employees or net income of more than \$1 million to provide paid sick leave to employees. On September 30, 2020, covered employees in New York State began to accrue leave at a rate of one hour for every 30 hours worked. On January 1, 2021, employees may start using accrued leave.

A. Time Period Paid Sick Leave Accrued	B. Amount of Paid Sick Leave Accrued	C. Date(s) when Paid Sick Leave used	D. Amount of Benefit Time Owed	E. Regular Rate of Pay	F. Amount of Benefit Payment Due
09/30/20–06/07/25	326 hours	01/01/21- 06/07/2025	40 hours	\$30/hour	\$ 1200.00.-
G. Total					\$ 1200.00.-

Unpaid Paid Sick Leave calculation in Part 5 of the Labor Standards Complaint Form (LS223) starts from September 30, 2020, and not 2018, because New York State's Paid Sick Leave Law (NYLL § 196-b) took effect on September 30, 2020. Under this law, covered employees began accruing sick leave at a rate of 1 hour for every 30 hours worked starting on that date, and employees could begin using accrued leave on January 1, 2021.

Part 6. Unpaid Wage Supplement Claim

Fill in this section for wage supplements you are owed. Wage supplements are fringe benefit payments promised by the employer such as: vacation pay, expenses, and holiday pay, etc.

34. Explain the benefits promised or attach a copy of the written policy/handbook:

A. Type of Benefit Owed	B. Time Period Benefit Earned	C. Date Benefit Payment Due	D. Amount of Benefit Time Owed	E. Amount of Benefit Payment Due	F. Benefit Promised by:
Health Insurance	01/31/18–06/07/25	11/30/2018	Ongoing	\$137,340.00.-	☒ written policy - Ex. 4/5 ☒ verbal promise
Workers' Comp	11/02/18–06/07/25	11/02/2018	Ongoing	\$39,500.00.-	☐ written policy ☒ verbal promise /LAW
					☐ written policy ☐ verbal promise
					☐ written policy ☐ verbal promise
G. Total				\$176,840.00.-	

Part 7. Unpaid Minimum Wage or Overtime Claim

Fill in this section if you were paid below the State Minimum Hourly Wage and/or you were not paid overtime, or if you are owed extra pay for working 2 shifts in one day, or for working more than 10 hours in one day. Most employees must be paid at least the minimum wage and time and ½ if they work more than 40 hours per week.

35a. Are you paid the minimum wage for each hour worked? ☒ Yes ☐ No

35b. Are you paid time and ½ for the hours worked over 40? ☐ Yes ☒ No

35c. Are you paid any wages for the hours worked over 40? ☐ Yes ☒ No 35d. If "Yes," how much per hour?

35e. Are you paid an extra hour for working 2 shifts in one day or for working more than 10 hours in one day?

☐ Yes ☒ No

35f. If "No" to any of the above, please explain and fill in the schedule of your work week below:

Worked 5–6 days/week with no rest. No overtime or extra hour paid for days over 10 hours. Unpaid since November 28, 2018, due to ongoing employment (Exhibit 1)

A. Workday	B. Time Workday Started	C. Time Workday Ended	D. Time off for Meals	E. Total Hours
Example	10:00 am	11:00 pm	30 min	12.5 hours
Sunday	: Off	: Off	Off	Off
Monday	9 : 00 AM	5 : 30 PM	0 min	8.5
Tuesday	9 : 40 AM	10 : 15 PM	0 min	12.58
Wednesday	9 : 00 AM	9 : 20 PM	0 min	12.33
Thursday	9 : 05 AM	9 : 20 PM	0 min	12.25
Friday	9 : 20 AM	9 : 36 PM	0 min	12.27
Saturday	8 : 10 AM	10 : 00 PM	0 min	13.83
F. Weekly Total				71.76 hours

- 36a. Are the hours worked listed above the same every week? ☐ Yes ☒ No
- 36b. If "No," please provide your estimate of average number of hours worked per week: 77-88
- 36c. Are you owed call-in pay, or uniform maintenance pay? If yes, please explain and provide dates.
No
- 36d. Claim Range: What time-period does your minimum wage or overtime claim cover?
Date from: January 30, 2018 to: June 7, 2025 (reflecting ongoing employment and unpaid wages since November 28, 2018, per Exhibit 1)
- 36e. Provide information on your regular and overtime rates of pay during the above claim range.
- | | | | |
|-------------|-----|--------------|-----|
| Date from: | | to: | |
| Regular: \$ | per | Overtime: \$ | per |
| Date from: | | to: | |
| Regular: \$ | per | Overtime: \$ | per |
| Date from: | | to: | |
| Regular: \$ | per | | per |

Part 8. Non-Wage Complaint

Check those that apply if you want to make a non-wage related complaint. Check all that apply.
Please explain and provide an additional sheet if needed.

- The employer failed to: Violating NYLL § 162. No rest time provided, as confirmed by schedule
- 37a. ☒ Provide a 30-minute meal period (Ex. 3). See below Additional Information.
Were you paid for the time worked when the employer failed to provide the meal period? ☐ Yes ☒ No
- 37b. ☒ Provide a wage statement (pay stub) Year 2018: May 18-25/ June 1-8-5-22-29/ July 6-13 and 20-27/
August 3-10-17-24-31 / September 1 - 8 - 15 - 22
- 37c. ☐ Provide a day of rest Kevin and Stephanieanna Knipfing failed to provide
- 37d. ☒ Provide a notice of pay rate with all required information the pay rate notice required by NYLL § 195(1)(a), per hiring documents (Ex. 3) and ongoing employment (Ex. 1).
- 37e. ☒ Provide for accrual of required New York State Paid Sick Leave Under NYLL § 196-b
- 37f. ☒ Post required notices/Minimum Wage Poster Mandated by NYLL § 195(5)
- 37g. ☐ Follow rules for employment of minors (under 18)
Employers conspired with Steve Savitsky to fabricate Old Westbury LLC, issuing a fraudulent termination
- 37h. ☐ X Other letter (Exh. 7) cancelling health insurance in 3 days (violating N.Y. Labor Law § 195(6)) and denying
Workers' Compensation for injuries reported November 2, 2018 (Ex.6) per ongoing employment (Ex.1).

Part 9. Claim Background

- 38a.. Did you ask for your wages: ☒ Yes ☐ No
- 38b. If "Yes," please explain. Who and when did you ask, and what happened? Requested Meet and Confer with employers Kevin and Stephanieanna Knipfing, which they refused. The related email was filed in federal court. Wage claims were also raised in EDNY Case No. 20-cv-3361 (filed June 2020) and Case No. 24-cv-7247 (filed 2024), both delayed due to legal malpractice and fraud (Ex. 1, DE [15], § 5, ¶¶ 42, 46).
- 38c. Have you already taken action, such as filing in small claims court or a lawsuit, to recover your wages?
☒ Yes ☐ No Filed lawsuits in the EDNY: Case No. 20-cv-3361 (discrimination/retaliation) and Case No. 24-cv-7247 (fraud against Steve Savitsky), seeking wages and benefits. Proceedings were delayed due to legal malpractice and fraud by Old Westbury LLC (Ex. 1, DE [15], § 5, ¶¶ 42, 46). Ongoing employment status supports wage claims (Ex. 1).
- 38d. If "Yes," please explain.

Part 10. Claim Assistance

39a. Do you have a representative (e.g. private attorney, advocacy group)? ☐ Yes ☒ No

39b. If "Yes," provide name of person or group: X

39c. Has this representative assisted you in filing this claim? ☐ Yes ☒ No

39d. Have you paid, or do you plan to pay, this representative? ☐ Yes ☒ No

39e. Do you want us to speak with this representative about your claim? ☐ Yes ☒ No
If so, representatives must submit a Letter of Representation (LS 11).

39f. Did anyone, other than the representative, help you fill out this form? ☐ Yes ☒ No

39g. If "Yes," who helped you and why did they help you? I received a legal opinion stating that I must file the complaints because the employer never legally terminated my employment and deprived me of work after I filed complaints of discrimination, retaliation, physical and emotional abuse, and child abuse.

Additional Comments/Useful Information:

* Filing per legal advice (Exhibit 1); delayed by legal malpractice and fraud by Old Westbury LLC (Exhibits 1, 7).

* Claim ongoing status due to invalid termination by Old Westbury LLC, not employer (Exhibit 1).

* Knifings conspired with Steve Savitsky, who issued fraudulent termination letter, cancelling insurance in 3 days, denying Workers' Compensation (Exhibits 6, 7).

* Hiring managed by Skylar Testa, not Savitsky (Exhibit 3).

* Request equitable tolling for wages (6 years, NYLL § 198), retaliation (2 years, NYLL § 215), Workers' Compensation due to concealment (discovered 2022) and legal malpractice.

* Reference EDNY Cases 20-cv-3361, 24-cv-7247.

* Employers Kevin and Stephanieanna Knipfing failed to provide a 30-minute meal period during workdays of 8.5 to 13.83 hours (e.g., Monday 8.5 hours, Tuesday 12.58 hours), violating NYLL § 162. No rest time provided, as confirmed by schedule (Exhibit 3) and ongoing employment (Exhibit 1). Unpaid for time worked during missed meal periods since November 28, 2018.

By submitting this claim you acknowledge and understand that the NYSDOL will, in the discretion of the Commissioner of Labor's authority, evaluate your claim for investigation, determine the scope of investigation on any claim accepted, and will resolve claims as expeditiously as possible. The disposition of complaints and resolution of violations shall be determined by the Commissioner of Labor.

I certify the above information is true to the best of my knowledge, and I am aware there are penalties for making false statements. I authorize the Commissioner of Labor, deputies or agents to receive, endorse my name on, and deposit in the account of the Commissioner of Labor any checks or money orders made out to me as payment on this claim. I will notify the New York State Department of Labor if my contact information changes.



Claimant Signature

09/08/2025

Date

Return your completed form to the address on Page 1.

Supplementary Facts

Still employed?: “Yes,” Note: Ongoing employee status due to no valid termination by employers (Exhibit 1). Filing per legal advice (Exhibit 1); delayed by legal malpractice and fraud (Exhibits 1, 7).

Retaliation?: “Yes,” Specify: “Attempted termination November 27, 2018, 25 days after November 2, 2018, complaint (Exhibit 5) via fraudulent letter by Steve Savitsky for Old Westbury LLC (Exhibit 7).”

Claim: Steve Savitsky, in conspiracy with Employers Kevin and Stephanieanna Knipfing, facilitated retaliatory conduct under NY Labor Law § 215 by fabricating the unregistered “ghost” corporation Old Westbury LLC and issuing a fraudulent November 27, 2018, letter falsely promising COBRA coverage and cancelling Employee Lidia Orrego’s health insurance in 3 days in violation of N.Y. Labor Law § 195(6), denying wages and benefits under the Domestic Workers’ Bill of Rights (NYLL § 2) and wage payment laws (NYLL § 190), and failing to provide Workers’ Compensation for injuries reported on November 2, 2018, in retaliation for her discrimination complaint, as evidenced by additional documents per request. Employee Lidia Orrego remains employed, as no valid termination notice was issued by the Knipfings, per legal advice (Exhibit 1).

Facts:

- Steve Savitsky, under Old Westbury LLC, sent Employee Lidia Orrego a termination letter on November 27, 2018, to 95-08 Queens Blvd, Apt. 3E, Rego Park, NY 11374, falsely stating COBRA eligibility and carrier contact, which never occurred, and cancelling her health insurance by November 30, 2018, in 3 days, violating N.Y. Labor Law § 195(6) (Exhibit 9, DE [15], § 5, ¶ 39).
- United Healthcare confirmed no COBRA record for Old Westbury LLC, a “ghost” corporation (DE [15], § 5, ¶ 33; Exhibit 1); Exhibit 11.
- Employers Kevin and Stephanieanna Knipfing conspired with Steve Savitsky to fabricate Old Westbury LLC to issue the fraudulent termination letter, evading wage, benefit, and Workers’ Compensation obligations for injuries reported via email and medical certificate on November 2, 2018, while Employee Lidia Orrego remains employed due to no valid termination by the Knipfings (Exhibits 7, 8; DE [15], § 5, ¶ 33; Exhibit 1, Legal Opinion, May 14, 2025).
- Employee Lidia Orrego’s 2018 Form 1095-B (redacted SSN: XXX-XX-XXXX) names Old Westbury Eddie LLC, the Knipfings’ payroll company, as providing health coverage, and paychecks (redacted SSN/EIN) list “Kevin and Stephanieanna Knipfing c/o Savitsky Satin Bacon & Bucci” (Exhibits 2, 6).
- Hiring documents dated February 6, 2018, including Skylar Testa’s emails and signed forms (“Notice and Authorization Regarding Procurement of Investigative Consumer Report,” redacted SSN), confirm the Knipfings as Employee Lidia Orrego’s employers, omitting Old Westbury LLC (Exhibit 3, DE [15], § 5, ¶ 9).
- Additional evidence per request, including [e.g., emails from Skylar Testa (skylartesta@gmail.com), Knipfings (fullkj@gmail.com, steffdelacruz@gmail.com), redacted SSN], further proves the conspiracy to deny wages, benefits, and Workers’ Compensation.

- The conspiracy, 25 days after Employee Lidia Orrego's November 2, 2018, complaint, denied her wages for 71.76-hour workweeks and benefits (DE [15], § 5, ¶ 35; Exhibit 7).
- The Legal Opinion (Exhibit 1) confirms the termination letter's retaliatory nature and NDA invalidity, entitling Employee Lidia Orrego to back wages since 2018 as an ongoing employee.
- Employee Lidia Orrego requests equitable tolling for wages (6 years, NYLL § 198), retaliation (2 years, NYLL § 215), and Workers' Compensation claims due to concealment (discovered 2022), legal malpractice, and fraud (DE [15], § 5, ¶¶ 42, 46). This filing follows legal advice (Exhibit 1) and was delayed by legal malpractice and fraud.

Exhibits Attached:

Exhibit 1: Dated 05-14-2025, Loft Legal - Legal Opinion RE Enforceability of Certain Alleged Confidentiality Agreements

Exhibit 2: Pay Stub Lidia Orrego, 2018 (redacted SSN/EIN)

Exhibit 3: Dated 02-06-2018, Hiring Process (redacted SSN)

Exhibit 4: Dated 12-03-2018, OWWE LLC Form 1095-B Year 2018 (redacted SSN)

Exhibit 5: Dated 11-02-2018, Complaint Lidia Orrego

Exhibit 6: Dated 11-02-2018, Medical Certificate (redacted SSN)

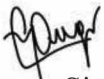
Exhibit 7: Dated 11-27-2018, Letter Termination, Old Westbury LLC

Exhibit 8: Dated 11-04-2019, Report Investigation WCB Volume 1 of 2 (redacted SSN)

Exhibit 9: Dated 10-22-2020, Exhibit A - Offer Letter (redacted SSN)

Exhibit 10: Dated 11-21-2018, Report Investigation Rebeca Uzcategui - Witness Manuela Orrego

Additional Evidence: Available upon request.



Claimant Signature

Dated: 06/08/2025

EXHIBIT 1



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 A

FIRST NDA

(Attached hereto)

SERVICE PROVIDER CONFIDENTIALITY AGREEMENT

This Agreement is created and entered into effective as of Lidia M. Osregio, 2018 between Kevin Knipfing (a/k/a Kevin James) and Stephanieanna James-Knipfing (a/k/a Steffiana de la Cruz) (collectively the "Employer"), on the one hand, and _____ ("Employee"), on the other hand (sometimes collectively referred to as the "Parties").

1. CONDITION OF RENDERING SERVICES

As a condition of and in consideration for Employee's employment with, and for good and valuable consideration and benefits, the receipt of which is hereby acknowledged, Employee agrees to the terms of this Confidentiality Agreement ("Agreement") and to strictly comply with each of its terms and conditions.

2. CONFIDENTIAL INFORMATION

A. DEFINED TERM

Employee acknowledges and agrees that in connection with Employee's rendering services for the Employer, Employee may obtain, overhear or otherwise become aware of information and/or documents constituting or concerning:

(i) business and/or personal information about the Employer, family members of the Employer, the Employer's past and present friends and associates, and the past and present representatives and employees of the Employer and any companies the Employer owns or controls (including but not limited to Still Eddie, Inc.), whether individually or collectively, and the officers, directors, shareholders, members, managers, agents, and employees of any such companies (referred to collectively as the "[Employer-Related Parties]");

(ii) private and confidential matters concerning Kevin Knipfing, Stephanieanna James-Knipfing and/or any of the Employer-Related Parties;

(iii) financial, business, medical, legal and contractual matters of, or pertaining to, Kevin Knipfing, Stephanieanna James-Knipfing, the Employer, and/or any of the Employer-Related Parties;

(iv) persons or business entities with whom Kevin Knipfing, Stephanieanna James-Knipfing, the Employer, and/or any of the Employer-Related Parties have any past or present legal, contractual, financial, professional or other business relationship; and

(v) business records, personal records, letters, memoranda, faxes, e-mails, contracts, photographs, films, videotapes, sound recordings, audio tracks or documents or other writings, including any negatives, prints, or copies thereof, pertaining in any way to Kevin Knipfing, Stephanieanna James-Knipfing, or any of the Employer-Related Parties.

Employee agrees that for purposes of this Agreement, references to "Kevin Knipfing" and "Stephanieanna James-Knipfing" include references to both the private individuals so named

Dated: _____

By: _____

Kevin Knipfing

"EMPLOYEE"

Dated: 1/31/2018

By: _____

Print Name: Lidia M. Orrego

Address: 95-08 Queens Blvd

Apt 3E.

Phone: 347-4532234-

EXHIBIT B

SECOND NDA

(Attached hereto)

SERVICE PROVIDER CONFIDENTIALITY AGREEMENT

This Agreement is created and entered into effective as of ^{1/31/2018} Lidia M. Oregio, 2018 between Kevin Knipfing (a/k/a Kevin James) and Stephanieanna James-Knipfing (a/k/a Steffiana de la Cruz) (collectively the "Employer), on the one hand, and ("Employee"), on the other hand (sometimes collectively referred to as the "Parties").

1. CONDITION OF RENDERING SERVICES

As a condition of and in consideration for Employee's employment with, and for good and valuable consideration and benefits, the receipt of which is hereby acknowledged, Employee agrees to the terms of this Confidentiality Agreement ("Agreement") and to strictly comply with each of its terms and conditions.

2. CONFIDENTIAL INFORMATION

A. DEFINED TERM

Employee acknowledges and agrees that in connection with Employee's rendering services for the Employer, Employee may obtain, overhear or otherwise become aware of information and/or documents constituting or concerning:

(i) business and/or personal information about the Employer, family members of the Employer, the Employer's past and present friends and associates, and the past and present representatives and employees of the Employer and any companies the Employer owns or controls (including but not limited to Still Eddie, Inc.), whether individually or collectively, and the officers, directors, shareholders, members, managers, agents, and employees of any such companies (referred to collectively as the "[Employer-Related Parties]");

(ii) private and confidential matters concerning Kevin Knipfing, Stephanieanna James-Knipfing and/or any of the Employer-Related Parties;

(iii) financial, business, medical, legal and contractual matters of, or pertaining to, Kevin Knipfing, Stephanieanna James-Knipfing, the Employer, and/or any of the Employer-Related Parties;

(iv) persons or business entities with whom Kevin Knipfing, Stephanieanna James-Knipfing, the Employer, and/or any of the Employer-Related Parties have any past or present legal, contractual, financial, professional or other business relationship; and

(v) business records, personal records, letters, memoranda, faxes, e-mails, contracts, photographs, films, videotapes, sound recordings, audio tracks or documents or other writings, including any negatives, prints, or copies thereof, pertaining in any way to Kevin Knipfing, Stephanieanna James-Knipfing, or any of the Employer-Related Parties.

Employee agrees that for purposes of this Agreement, references to "Kevin Knipfing" and "Stephanieanna James-Knipfing" include references to both the private individuals so named

and their public personas and any dealings or undertakings relating to them, including but not limited to the affairs of Kevin James and/or Steffiana de la Cruz. Employee further acknowledges and agrees that all of the information, documents and things described hereinabove which Employee obtains, overhears, learns, has access to and/or acquires (“acquires”) (herein collectively referred to as “Confidential Information”) is private and confidential, that the Employer-Related Parties have a reasonable expectation of privacy concerning that Confidential Information, and that all of said Confidential Information is solely and exclusively owned by the Employer Related Parties.

B. AGREEMENT NOT TO DISCLOSE

Employee expressly agrees that Employee shall not, directly or indirectly, verbally or in writing at any time after the execution of this Agreement, whether before, during or after the term of Employee’s employment with the Employer’s provision of services to the Family, publish, disseminate, discuss, disclose (collectively “disclose”) or cause or induce to be disclosed any Confidential Information to any person, firm or entity whatsoever (including but not limited to the print or electronic media), without Mr. Knipfing’s express written consent, except: (i) as necessary to carry out duties in the course of Employee’s employment with the Employer’s provision of services to the Family; (ii) if disclosure is required of Employee by Court Order, government decree, and/or subpoena; (iii) in accordance with Employee’s rights under state, federal, or local law to communicate with or participate in a proceeding before government agencies or bodies, or to report possible violations of federal, state, or local law to such agencies (Employee) need not provide notice to the Employer prior to exercising such rights); (iv) to seek advice or information concerning Employee’s rights and legal obligations relating to Employee’s employment provision of services to the Family] from an attorney. Without limiting the foregoing, Employee will not give or participate in any interviews or write or prepare, or assist in the preparation of any books, articles, programs, or other oral or written communications, disclosing or referring, directly or indirectly, to any Confidential Information, nor confirm or deny any information of any kind (whether rumored or known in any way) relating to any of the Confidential Information. If Employee receives a subpoena for disclosure or release of any Confidential Information, Employee shall, to the extent permitted by law, promptly notify the Employer in writing and provide the Employer with a copy of such subpoena.

Pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret (as defined by 18 USC § 1839): (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

C. DISCLOSURE OF CONFIDENTIAL INFORMATION IS WRONGFUL

Employee acknowledges and understands that substantial efforts have been and will be dedicated to protect the privacy and confidentiality of the Confidential Information, and to prevent the sometimes intrusive activities of the tabloid press, other media and other members of the public to obtain confidential personal and business information about Kevin Knipfing a/k/a Kevin James, Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz, and/or the Employer-Related Parties. Employee further acknowledges and understands that Employee's covenant and agreement not to disclose, sell, or exploit any of the Confidential Information is an essential part of the Employer-Related Parties' efforts to maintain the privacy of the Confidential Information and a material condition of the Employer agreeing to employ Employee. Employee further acknowledges that any disclosure by Employee to any third-party of any Confidential Information, obtained as a result of or in connection with Employee's employment with the Employer or any dealings with the Employer-Related Parties, except as provided in Paragraph 2(B) above, shall constitute a material breach of the terms of this Agreement, and may also constitute one or more of the following: an invasion of privacy, a disclosure of proprietary business information, a wrongful misappropriation of Kevin Knipfing a/k/a Kevin James's and/or Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz's right of publicity, and other wrongful acts.

3. USE OF NAME AND LIKENESS

A. AGREEMENT NOT TO USE NAME AND/OR LIKENESS

Employee acknowledges and understands that Employee shall not, directly or indirectly, verbally or otherwise, either during or at any time after Employee's employment with the Employer use, refer to, or exploit in any manner, Kevin Knipfing a/k/a Kevin James's and/or Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz's name and/or likeness and/or identity (collectively referred to as "Name or Likeness") to promote, demonstrate, describe, display, or exhibit (collectively "promote") Employee's services or products and/or any services or products of any third-party, nor shall Employee disclose, or cause to be disclosed, any mention or reference to the foregoing Name(s) or Likeness(es) to any person, firm or entity whatsoever, (including but not limited to the media), with regard to the use of or to promote any products or services whether it be in a purported editorial use, interview, advertisement, "advertorial" or any other use, in any print or electronic media (including the internet) without the Employer's written consent. Without limiting the foregoing, Employee will not give or participate in any interviews (whether oral or written) or write or prepare, or assist in the preparation of any books, articles, programs, or other oral or written communications (including but not limited to dissemination over the Internet), mentioning or disclosing or referring, directly or indirectly, to the Employer's Name(s) or Likeness(es), nor shall Employee confirm or deny any Confidential Information of any kind (whether rumored or known in any way).

B. USE NAME AND/OR LIKENESS IS WRONGFUL

Employee acknowledges and understands that the Names and Likenesses of Kevin Knipfing and Stephanieanna James-Knipfing have substantial commercial value in promoting

and/or in association with products and/or services and that substantial efforts have been and will be dedicated to protect the value of these Names and Likenesses. Employee further acknowledges and understands that Employee's compliance with the obligation not to use or exploit either of these Names or Likenesses in promoting any services or products of Employee or of any third-party, whether in an advertisement, interview or any other manner or in any media ("prohibited use"), is an essential part of the Employer-Related Parties' efforts to protect the value of these Names and Likenesses. Employee further acknowledges that each such commercial use or attempt to commercially use either of these Names or Likenesses without the Employer's express written consent shall constitute a material breach of the terms of this Agreement, and may further constitute a wrongful misappropriation of their statutory and/or common law right of publicity as well as a violation of the federal Lanham Act, false advertising, and other wrongful acts.

4. PROPERTY RIGHTS

Employee acknowledges the [Employer-Related Parties' substantial and valuable property rights and other proprietary interests regarding their exclusive ownership and use of the Confidential Information, including such Confidential Information acquired by Employee in the course of Employee's employment with the Employer and/or related dealings with the Employer-Related Parties, such as any and all physical material (including without limitation, all copyright, trademark, patent, and other rights therein) relating to Kevin Knipfing a/k/a Kevin James and/or Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz, whether prepared by Employee or otherwise coming into Employee's possession, shall remain the Employer's sole and exclusive property and shall not be used by Employee, other than as may be required in the course and scope of Employee's employment with Employer. Employee further agrees that promptly after the term of Employee's provision of services to the Employer or prior by any demand by the Employer-Related Parties, Employee shall return to the Employer-Related Parties all tangible Confidential Information in [Employee/Contractor]'s possession or control. Without limiting the foregoing, Employee shall not photograph, tape, film, or otherwise record any likenesses, performances or activities of the Employer or Employer-Related Parties, without express permission.

5. DAMAGES AND DISGORGEMENT OF MONIES

Breach of this Agreement by Employee's disclosure of Confidential Information to any Third-Party and/or any prohibited use of the Employer's Name(s) or Likeness(es) shall render Employee liable to the Employer-Related Parties for any and all damages and injuries incurred by the Employer-Related Parties as a result thereof, and shall obligate Employee to account to the Employer-Related Parties and turn over to the Employer-Related Parties, any and all monies, profits, or other consideration or benefits, which Employee has received or may receive from any unauthorized disclosure or exploitation of any of the Confidential Information and/or from any prohibited use of the Employer's Name or Likeness, all without prejudice to any other rights or remedies, legal or equitable, that the Employer-Related Parties may have as a result of the violation of the terms hereof.

6. LIQUIDATED DAMAGES

Employee agrees that any material breach or violation of this Agreement by Employee's disclosure of Confidential Information to any third-party and/or any unauthorized exploitation or prohibited use of the Employer's Name(s) or Likeness(es) shall result in substantial damages and injury to the Employer-Related Parties, the precise amount of which would be extremely difficult or impracticable to determine, even after the Parties have made a reasonable endeavor to *estimate fair compensation for such potential losses and damages to the Employer-Related Parties*. Therefore, in addition to disgorgement of the full amount of all monies or other consideration received by Employee in connection with any unauthorized disclosure of Confidential Information and/or any unauthorized exploitation or prohibited use of the Employer's Name(s) or Likeness(es) in violation of the terms hereof, Employee further agrees that he/she shall also be obligated to pay, and agrees to pay to the Employer-Related Parties, the total sum of One Hundred Thousand Dollars (\$100,000) as a reasonable and fair amount of liquidated damages to compensate the Employer-Related Parties for any loss or damage resulting from each individual material breach of the terms hereof by any unauthorized disclosure of Confidential Information and/or any unauthorized exploitation or prohibited use of the Employer's Name(s) or Likeness(es). The Parties hereto further agree that such sum bears a reasonable and proximate relationship to the actual damages which the Employer-Related Parties will or might suffer from each material breach of the terms of this Agreement and that this amount is not a penalty. The foregoing shall not, however, release any third-party from liability for participating in or inducing a breach of this Agreement, or otherwise violating any rights of Kevin Knipfing a/k/a Kevin James, Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz, or the Employer-Related Parties.

7. INJUNCTIVE RELIEF

Employee acknowledges and agrees that any breach of this Agreement due to the unauthorized disclosure or threatened disclosure by Employee to any Third-Party of any *Confidential Information and/or any prohibited use of the Employer's Name(s) or Likeness(es)* will cause irreparable injury to the Employer which cannot be adequately compensated by money damages. Therefore, the Employer-Related Parties shall be entitled to obtain provisional Preliminary Injunctive Relief to prevent the breach or further breach of this Agreement ("Injunctive Relief"), enjoining and restraining (a) any prohibited use of the Employer's Name(s) or Likeness(es) and/or (b) any unauthorized disclosure or use of any Confidential Information protected by the terms hereof, until all such claims for legal and equitable relief have been adjudicated. Resort to such equitable relief, shall not, however, be construed to be a waiver of any other rights or remedies which the Employer-Related Parties may have for damages or otherwise.

8. CONFIDENTIAL NATURE OF THIS AGREEMENT

Employee agrees to keep this Agreement, including all of its terms and provisions, strictly confidential, and not to disclose the same to any third-party, except as otherwise provided in Paragraphs 2(B), and 10(C) herein. Employee agrees to treat this Agreement as constituting and containing Confidential Information subject to the terms hereof.

9. INTENDED THIRD PARTY BENEFICIARIES

Each of the Employer-Related Parties, as defined hereinabove, is an intended, third-party beneficiary of the terms of this Agreement regarding any unauthorized disclosure of Confidential Information pertaining to any such Employer-Related Party, which disclosure is prohibited by the terms hereof.

10. MISCELLANEOUS PROVISIONS

A. **Attorneys' Fees:** In the event of any breach or anticipated breach by Employee of any of the terms of this Agreement, the prevailing party(s) in any resulting proceeding shall be entitled to recover said party's reasonable attorney's fees and costs incurred in connection with or arising out of any such breach, including but not limited to the attorney's fees and costs incurred in any resulting legal action or proceeding.

B. **New York Law:** This Agreement and any dispute or controversy relating to the existence, validity, meaning, interpretation, or alleged breach or threatened breach of this Agreement, shall in all respects be interpreted, enforced and governed by the laws of the State of New York.

C. **Employee has read this entire Agreement and understands it.** Employee is entering into this Agreement freely and voluntarily. Employee has had the opportunity to *consult with legal counsel before signing this Agreement. Employee has further had an opportunity to discuss this agreement, to ask questions, and clarify its meaning and interpretations with the Employer.*

D. **In the event that any provision hereof is deemed to be illegal or unenforceable,** such a determination shall not affect the validity or enforceability of the remaining provisions thereof, all of which shall remain in full force and effect. In the event that such any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

E. **This Agreement does not alter in any way the fact the Employee is an employee at will and that Employee's employment may be terminated by Employee or the Employer for any reason or no reason at all.**

F. **This Agreement may be executed with one or more separate counterparts, each of which, when so executed shall, together, constitute and be one and the same instrument.** A facsimile or other copy of a signed counterpart of this Agreement shall be deemed an original. A photocopy or facsimile shall have the same force and effect as if it were a signed original.

By their signatures below, the Parties hereto have approved and executed this Agreement as of the date first written above.

"EMPLOYER"

Dated: _____

By: _____

Kevin Knipfing

"EMPLOYEE"

Dated: 1/31/2018

By: _____

Print Name: Lidia M. Orrego

Address: 95-08 Queens Blvd

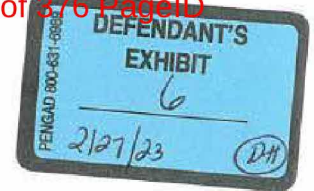
Apart 3E

Phone: 347-4532234

EXHIBIT C

THIRD NDA

(Attached hereto)



SERVICE PROVIDER CONFIDENTIALITY AGREEMENT

This Agreement is created and entered into effective as of Lidia M. Orengo 2018 between Kevin Knipfing (a/k/a Kevin James) and Stephanieanna James-Knipfing (a/k/a Steffiana de la Cruz) (collectively the "Employer"), on the one hand, and 1/31/2018 ("Employee"), on the other hand (sometimes collectively referred to as the "Parties").

1. CONDITION OF RENDERING SERVICES

As a condition of and in consideration for Employee's employment with, and for good and valuable consideration and benefits, the receipt of which is hereby acknowledged, Employee agrees to the terms of this Confidentiality Agreement ("Agreement") and to strictly comply with each of its terms and conditions.

2. CONFIDENTIAL INFORMATION

A. DEFINED TERM

Employee acknowledges and agrees that in connection with Employee's rendering services for the Employer, Employee may obtain, overhear or otherwise become aware of information and/or documents constituting or concerning:

(i) business and/or personal information about the Employer, family members of the Employer, the Employer's past and present friends and associates, and the past and present representatives and employees of the Employer and any companies the Employer owns or controls (including but not limited to Still Eddie, Inc.), whether individually or collectively, and the officers, directors, shareholders, members, managers, agents, and employees of any such companies (referred to collectively as the "[Employer-Related Parties]");

(ii) private and confidential matters concerning Kevin Knipfing, Stephanieanna James-Knipfing and/or any of the Employer-Related Parties;

(iii) financial, business, medical, legal and contractual matters of, or pertaining to, Kevin Knipfing, Stephanieanna James-Knipfing, the Employer, and/or any of the Employer-Related Parties;

(iv) persons or business entities with whom Kevin Knipfing, Stephanieanna James-Knipfing, the Employer, and/or any of the Employer-Related Parties have any past or present legal, contractual, financial, professional or other business relationship; and

(v) business records, personal records, letters, memoranda, faxes, e-mails, contracts, photographs, films, videotapes, sound recordings, audio tracks or documents or other writings, including any negatives, prints, or copies thereof, pertaining in any way to Kevin Knipfing, Stephanieanna James-Knipfing, or any of the Employer-Related Parties.

Employee agrees that for purposes of this Agreement, references to "Kevin Knipfing" and "Stephanieanna James-Knipfing" include references to both the private individuals so named

and their public personas and any dealings or undertakings relating to them, including but not limited to the affairs of Kevin James and/or Steffiana de la Cruz. Employee further acknowledges and agrees that all of the information, documents and things described hereinabove which Employee obtains, overhears, learns, has access to and/or acquires ("acquires") (herein collectively referred to as "Confidential Information") is private and confidential, that the Employer-Related Parties have a reasonable expectation of privacy concerning that Confidential Information, and that all of said Confidential Information is solely and exclusively owned by the Employer Related Parties.

B. AGREEMENT NOT TO DISCLOSE

Employee expressly agrees that Employee shall not, directly or indirectly, verbally or in writing at any time after the execution of this Agreement, whether before, during or after the term of Employee's employment with the Employer's provision of services to the Family, publish, disseminate, discuss, disclose (collectively "disclose") or cause or induce to be disclosed any Confidential Information to any person, firm or entity whatsoever (including but not limited to the print or electronic media), without Mr. Knipfing's express written consent, except: (i) as necessary to carry out duties in the course of Employee's employment with the Employer's provision of services to the Family; (ii) if disclosure is required of Employee by Court Order, government decree, and/or subpoena; (iii) in accordance with Employee's rights under state, federal, or local law to communicate with or participate in a proceeding before government agencies or bodies, or to report possible violations of federal, state, or local law to such agencies (Employee) need not provide notice to the Employer prior to exercising such rights); (iv) to seek advice or information concerning Employee's rights and legal obligations relating to Employee's employment provision of services to the Family] from an attorney. Without limiting the foregoing, Employee will not give or participate in any interviews or write or prepare, or assist in the preparation of any books, articles, programs, or other oral or written communications, disclosing or referring, directly or indirectly, to any Confidential Information, nor confirm or deny any information of any kind (whether rumored or known in any way) relating to any of the Confidential Information. If Employee receives a subpoena for disclosure or release of any Confidential Information, Employee shall, to the extent permitted by law, promptly notify the Employer in writing and provide the Employer with a copy of such subpoena.

Pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret (as defined by 18 USC § 1839): (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

C. DISCLOSURE OF CONFIDENTIAL INFORMATION IS WRONGFUL

Employee acknowledges and understands that substantial efforts have been and will be dedicated to protect the privacy and confidentiality of the Confidential Information, and to prevent the sometimes intrusive activities of the tabloid press, other media and other members of the public to obtain confidential personal and business information about Kevin Knipfing a/k/a Kevin James, Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz, and/or the Employer-Related Parties. Employee further acknowledges and understands that Employee's covenant and agreement not to disclose, sell, or exploit any of the Confidential Information is an essential part of the Employer-Related Parties' efforts to maintain the privacy of the Confidential Information and a material condition of the Employer agreeing to employ Employee. Employee further acknowledges that any disclosure by Employee to any third-party of any Confidential Information, obtained as a result of or in connection with Employee's employment with the Employer or any dealings with the Employer-Related Parties, except as provided in Paragraph 2(B) above, shall constitute a material breach of the terms of this Agreement, and may also constitute one or more of the following: an invasion of privacy, a disclosure of proprietary business information, a wrongful misappropriation of Kevin Knipfing a/k/a Kevin James's and/or Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz's right of publicity, and other wrongful acts.

3. USE OF NAME AND LIKENESS

A. AGREEMENT NOT TO USE NAME AND/OR LIKENESS

Employee acknowledges and understands that Employee shall not, directly or indirectly, verbally or otherwise, either during or at any time after Employee's employment with the Employer use, refer to, or exploit in any manner, Kevin Knipfing a/k/a Kevin James's and/or Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz's name and/or likeness and/or identity (collectively referred to as "Name or Likeness") to promote, demonstrate, describe, display, or exhibit (collectively "promote") Employee's services or products and/or any services or products of any third-party, nor shall Employee disclose, or cause to be disclosed, any mention or reference to the foregoing Name(s) or Likeness(es) to any person, firm or entity whatsoever, (including but not limited to the media), with regard to the use of or to promote any products or services whether it be in a purported editorial use, interview, advertisement, "advertorial" or any other use, in any print or electronic media (including the internet) without the Employer's written consent. Without limiting the foregoing, Employee will not give or participate in any interviews (whether oral or written) or write or prepare, or assist in the preparation of any books, articles, programs, or other oral or written communications (including but not limited to dissemination over the Internet), mentioning or disclosing or referring, directly or indirectly, to the Employer's Name(s) or Likeness(es), nor shall Employee confirm or deny any Confidential Information of any kind (whether rumored or known in any way).

B. USE NAME AND/OR LIKENESS IS WRONGFUL

Employee acknowledges and understands that the Names and Likenesses of Kevin Knipfing and Stephanieanna James-Knipfing have substantial commercial value in promoting

and/or in association with products and/or services and that substantial efforts have been and will be dedicated to protect the value of these Names and Likenesses. Employee further acknowledges and understands that Employee's compliance with the obligation not to use or exploit either of these Names or Likenesses in promoting any services or products of Employee or of any third-party, whether in an advertisement, interview or any other manner or in any media ("prohibited use"), is an essential part of the Employer-Related Parties' efforts to protect the value of these Names and Likenesses. Employee further acknowledges that each such commercial use or attempt to commercially use either of these Names or Likenesses without the Employer's express written consent shall constitute a material breach of the terms of this Agreement, and may further constitute a wrongful misappropriation of their statutory and/or common law right of publicity as well as a violation of the federal Lanham Act, false advertising, and other wrongful acts.

4. PROPERTY RIGHTS

Employee acknowledges the [Employer-Related Parties' substantial and valuable property rights and other proprietary interests regarding their exclusive ownership and use of the Confidential Information, including such Confidential Information acquired by Employee in the course of Employee's employment with the Employer and/or related dealings with the Employer-Related Parties, such as any and all physical material (including without limitation, all copyright, trademark, patent, and other rights therein) relating to Kevin Knipfing a/k/a Kevin James and/or Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz, whether prepared by Employee or otherwise coming into Employee's possession, shall remain the Employer's sole and exclusive property and shall not be used by Employee, other than as may be required in the course and scope of Employee's employment with Employer. Employee further agrees that promptly after the term of Employee's provision of services to the Employer or prior by any demand by the Employer-Related Parties, Employee shall return to the Employer-Related Parties all tangible Confidential Information in [Employee/Contractor]'s possession or control. Without limiting the foregoing, Employee shall not photograph, tape, film, or otherwise record any likenesses, performances or activities of the Employer or Employer-Related Parties, without express permission.

5. DAMAGES AND DISGORGEMENT OF MONIES

Breach of this Agreement by Employee's disclosure of Confidential Information to any Third-Party and/or any prohibited use of the Employer's Name(s) or Likeness(es) shall render Employee liable to the Employer-Related Parties for any and all damages and injuries incurred by the Employer-Related Parties as a result thereof, and shall obligate Employee to account to the Employer-Related Parties and turn over to the Employer-Related Parties, any and all monies, profits, or other consideration or benefits, which Employee has received or may receive from any unauthorized disclosure or exploitation of any of the Confidential Information and/or from any prohibited use of the Employer's Name or Likeness, all without prejudice to any other rights or remedies, legal or equitable, that the Employer-Related Parties may have as a result of the violation of the terms hereof.

6. LIQUIDATED DAMAGES

Employee agrees that any material breach or violation of this Agreement by Employee's disclosure of Confidential Information to any third-party and/or any unauthorized exploitation or prohibited use of the Employer's Name(s) or Likeness(es) shall result in substantial damages and injury to the Employer-Related Parties, the precise amount of which would be extremely difficult or impracticable to determine, even after the Parties have made a reasonable endeavor to estimate fair compensation for such potential losses and damages to the Employer-Related Parties. Therefore, in addition to disgorgement of the full amount of all monies or other consideration received by Employee in connection with any unauthorized disclosure of Confidential Information and/or any unauthorized exploitation or prohibited use of the Employer's Name(s) or Likeness(es) in violation of the terms hereof, Employee further agrees that he/she shall also be obligated to pay, and agrees to pay to the Employer-Related Parties, the total sum of One Hundred Thousand Dollars (\$100,000) as a reasonable and fair amount of liquidated damages to compensate the Employer-Related Parties for any loss or damage resulting from each individual material breach of the terms hereof by any unauthorized disclosure of Confidential Information and/or any unauthorized exploitation or prohibited use of the Employer's Name(s) or Likeness(es). The Parties hereto further agree that such sum bears a reasonable and proximate relationship to the actual damages which the Employer-Related Parties will or might suffer from each material breach of the terms of this Agreement and that this amount is not a penalty. The foregoing shall not, however, release any third-party from liability for participating in or inducing a breach of this Agreement, or otherwise violating any rights of Kevin Knipfing a/k/a Kevin James, Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz, or the Employer-Related Parties.

7. INJUNCTIVE RELIEF

Employee acknowledges and agrees that any breach of this Agreement due to the unauthorized disclosure or threatened disclosure by Employee to any Third-Party of any Confidential Information and/or any prohibited use of the Employer's Name(s) or Likeness(es) will cause irreparable injury to the Employer which cannot be adequately compensated by money damages. Therefore, the Employer-Related Parties shall be entitled to obtain provisional Preliminary Injunctive Relief to prevent the breach or further breach of this Agreement ("Injunctive Relief"), enjoining and restraining (a) any prohibited use of the Employer's Name(s) or Likeness(es) and/or (b) any unauthorized disclosure or use of any Confidential Information protected by the terms hereof, until all such claims for legal and equitable relief have been adjudicated. Resort to such equitable relief, shall not, however, be construed to be a waiver of any other rights or remedies which the Employer-Related Parties may have for damages or otherwise.

8. CONFIDENTIAL NATURE OF THIS AGREEMENT

Employee agrees to keep this Agreement, including all of its terms and provisions, strictly confidential, and not to disclose the same to any third-party, except as otherwise provided in Paragraphs 2(B), and 10(C) herein. Employee agrees to treat this Agreement as constituting and containing Confidential Information subject to the terms hereof.

9. INTENDED THIRD PARTY BENEFICIARIES

Each of the Employer-Related Parties, as defined hereinabove, is an intended, third-party beneficiary of the terms of this Agreement regarding any unauthorized disclosure of Confidential Information pertaining to any such Employer-Related Party, which disclosure is prohibited by the terms hereof.

10. MISCELLANEOUS PROVISIONS

A. **Attorneys' Fees:** In the event of any breach or anticipated breach by Employee of any of the terms of this Agreement, the prevailing party(s) in any resulting proceeding shall be entitled to recover said party's reasonable attorney's fees and costs incurred in connection with or arising out of any such breach, including but not limited to the attorney's fees and costs incurred in any resulting legal action or proceeding.

B. **New York Law:** This Agreement and any dispute or controversy relating to the existence, validity, meaning, interpretation, or alleged breach or threatened breach of this Agreement, shall in all respects be interpreted, enforced and governed by the laws of the State of New York.

C. **Employee has read this entire Agreement and understands it.** Employee is entering into this Agreement freely and voluntarily. Employee has had the opportunity to consult with legal counsel before signing this Agreement. Employee has further had an opportunity to discuss this agreement, to ask questions, and clarify its meaning and interpretations with the Employer.

D. **In the event that any provision hereof is deemed to be illegal or unenforceable,** such a determination shall not affect the validity or enforceability of the remaining provisions thereof, all of which shall remain in full force and effect. In the event that such any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

E. **This Agreement does not alter in any way the fact the Employee is an employee at will and that Employee's employment may be terminated by Employee or the Employer for any reason or no reason at all.**

F. **This Agreement may be executed with one or more separate counterparts, each of which, when so executed shall, together, constitute and be one and the same instrument.** A facsimile or other copy of a signed counterpart of this Agreement shall be deemed an original. A photocopy or facsimile shall have the same force and effect as if it were a signed original.

By their signatures below, the Parties hereto have approved and executed this Agreement as of the date first written above.

"EMPLOYER"

Dated: _____

By: _____

Kevin Knipfing

"EMPLOYEE"

Dated: 1/31/2018

By: 

Print Name: Lidia M. Orrego

Address: 85-08 Queens Blvd

Apart 3E.

Phone: 347-4532234-

EXHIBIT 5

*** Filed ***
05:30 PM, 07 Jul, 2025
U.S.D.C., Eastern District of New York

Notice of Request to Submit Electronic Evidence

Case Number: 20cv3361 - SJB - AYS **Short Caption:** Orrego v Knipfing et al.

Filing Party Name: Lidia M. Orrego - Plaintiff Pro Se



Enter the Document number of the docket entry for which the exhibit should be linked. Enter "N/A" if not applicable. DE [200]

If the format is PDF, why hasn't it been docketed electronically?

See Attached: INITIAL NOTICE TO SUBMIT ELECTRONIC EVIDENCE FOR SUMMARY JUDGMENT, DECLARATION OF AUTHENTICITY, REQUEST FOR FTP LINK, AND RESERVATION OF RIGHT TO FILE ADDITIONAL EVIDENCE dated July 7, 2025.

- Support Evidence - Pages from 2. Exhibits Amended Complaint 21 - 33 Dated 08-16-2020 Amended Complaint DE [8] Exhibits 21 - 33.

Exhibit 1 - Dated 07-02-2025 Email - DE [200] - Request for FTP Link to Submit Voluminous Evidence – Case No. 20-CV-3361 (SJB) (AYS)

Exhibit 2 - Dated 07-02-2025 Second Email - DE [200] - Request for FTP Link to Submit Voluminous Evidence – Case No. 20-CV-3361 (SJB) (AYS)

Exhibit 3 - DE [165] Dated 08-03-2023 Plaintiff Letter Request for Instruction filing Evidence Summary Judgment

NOTICE OF REQUEST TO SUBMIT ELECTRONIC EVIDENCE FOR SUMMARY JUDGMENT, DECLARATION OF AUTHENTICITY, REQUEST FOR FTP LINK, AND RESERVATION OF RIGHT TO FILE ADDITIONAL EVIDENCE

TO: Hon. Sanket J. Bulsara
United States District Court
Eastern District of New York
100 Federal Plaza
Central Islip, NY 11722

Ref. Orrego v Knipfing et al. Docket 20cv3361-SJB-AYS

Date: July 7, 2025

Dear Judge Bulsara,

I, Lidia M. Orrego, Plaintiff Pro Se, pursuant to **FRCP 56(c)(4)**, **FRE 901(a)**, **902(4)**, **902(8)**, **EDNY Local Civil Rule 7.1**, and Your Honor's Individual Practices submit this initial NOTICE OF REQUEST TO SUBMIT ELECTRONIC EVIDENCE in support of my forthcoming Summary Judgment Motion, linked to DE [200], and supported by Exhibits 21–33 of the Amended Complaint (DE [8]), the Initial Table of Exhibits (filed August 3, 2023), and my unaddressed letter from August 3, 2023 (DE [165]). The Court's failure to address DE [165] and DE [200] regarding evidence submission instructions has prejudiced my ability to comply and file properly my Motion for Summary Judgment. The evidence includes 26 audio recordings with notarized transcripts, 821 photographs, 172 videos, one notarized voicemail, Workers' Compensation Board (WCB) hearing recordings, recordings with my lawyers, and one Independent Medical Examination (IME) doctor recording, within Sections I–XI (Exhibits 1–249, PLA000001–PLA004989, DE [165]; DE [198]).

I will submit physical copies on a USB drive to the Pro Se Office via mail at U.S. District Court, EDNY, 100 Federal Plaza, Central Islip, NY 11722, and electronic copies via the court's file transfer protocol (<https://evidence.nyed.uscourts.gov>), as requested on July 2, 2025 (DE [200], Exhibit 1).

I request an FTP link and clarification on submission procedures to ensure compliance before the Summary Judgment deadline. Pursuant to **FRCP 26(e)** and **EDNY Local Civil Rule 26.4**, I reserve my right to file additional evidence for 2023–2025, as ongoing discovery may yield new material relevant to my claims. See annexed Exhibits 21-33 DE [8], 1, 2, 3.

Format: Electronic files (MP3/WAV for audio, JPEG/PNG for scanned notarized transcripts) via FTP link; physical copies on USB drive will be mailed to the Pro Se Office, labeled with case number (20-cv-3361) and DE [200].

I. List of Evidence

•Audio Recordings (26 Recordings with Notarized Transcripts):

Total: 26 audio recordings, each with a notarized transcript, Exhibits 15–17, 134, 142–148, [additional exhibits TBD], PLA000146–PLA002138, PLA000001–PLA004989.

Description: Notarized recordings, captured by Plaintiff between January 31, 2018, and November 27, 2018, at Defendants’ household or employment address 1 Spring Hill Lane, Old Westbury, NY 11568, parties, parks, public places, etc. requested by the Defendants and Supervisor Teresa A. Zantua, documenting interactions relevant to claims of fraud, perjury, and retaliation (e.g., conversations with Defendants Knipfing, Zantua, Rebeca Uzcategui, Cristina Selga, debunking DE [22-3]).

Includes, e.g., Exhibit 74 (PLA000803, November 6, 2018, with Kevin Knipfing and two witnesses, emailed to Knipfing, not filed by Pasternack et al.), Exhibit 135 (PLA001908, October 14, 2018, Report 1, Rebeca Uzcategui, emailed to Knipfing), and Exhibit 138 (PLA001973, November 12, 2018, with investigators Tefta and Irma, emailed to Knipfing). (**Recordings during the investigation November 2, 2018, to November 27, 2018**)

Notarized transcripts certify accuracy under FRE 902(8). Supported by Exhibits 21–33 (DE [8]) and the Initial Table of Exhibits (DE [165]), supported by Exhibits 21–33 of the Amended Complaint (DE [8]) and the Initial Table of Exhibits (DE [165]).

•Photographs (821 Pictures):

Total: 821 photographs, Exhibit 12, PLA000104, [additional exhibits TBD], PLA000001–PLA004989.

Description: Photographs, taken by Plaintiff between January 31, 2018, and November 27, 2018, at Defendants’ premises, depicting workplace conditions, retaliatory acts, or evidence supporting claims under **42 U.S.C. § 1981**, **NYSHRL § 296**, and **NYLL §§ 195(6), 215, 740**, supported by Exhibits 21–33 of the Amended Complaint (DE [8]) and the Initial Table of Exhibits (DE [165]).

•Videos (172 Videos):

Total: 172 videos, Exhibit 13, PLA000115, [additional exhibits TBD], PLA000001–PLA004989.

Description: Videos, recorded by Plaintiff between January 31, 2018, and November 27, 2018, at Defendants’ premises, showing interactions or events relevant to claims of workplace misconduct, retaliation, or fraud (e.g., Exhibit 10, PLA000102, video with Kevin Knipfing), supported by Exhibits 21–33 of the Amended Complaint (DE [8]) and the Initial Table of Exhibits (DE [165]).

•Voicemail (1 Voicemail with Notarized Transcript):

Total: 1 notarized voicemail, Exhibit 141, PLA002093.

Description: Notarized voicemail, recorded by Plaintiff on October 4, 2018, via WhatsApp (1 min 10 sec), speaker Rebeca Uzcategui, relevant to claims of misconduct, supported by Exhibits

21–33 of the Amended Complaint (DE [8]) and the Initial Table of Exhibits (DE [165]). Notarized transcript certifies accuracy under **FRE 902(8)**.

•**Additional Voicemails (Potential, Pending Clarification):**

Total: [Number TBD, pending clarification], Exhibit 140, PLA002083, [additional exhibits TBD], PLA000001–PLA004989.

Description: Potential additional voice messages, referenced in Exhibit 140, emailed by Plaintiff to Kevin Knipfing on November 15–16, 2018, relevant to claims of discrimination and abuse, supported by Exhibits 21–33 of the Amended Complaint (DE [8]) and the Initial Table of Exhibits (DE [165]).

•**WCB Hearing Recordings:**

Total: 8 recordings, Exhibit 91, PLA001065.

Description: Recordings of Workers’ Compensation Board hearings (WCB Case G2584330), recorded by the WCB between September 2019 and March 2021 (dates: October 31, 2019; January 9, 2020; March 19, 2020; June 23, 2020 (two hearings); October 28, 2020; January 28, 2021; March 5, 2021), documenting perjury by Defendants Steve Savitsky, Skylar Testa, and Teresa A. Zantua (e.g., Exhibits 59, 62, PLA000365, PLA000442), relevant to fraudulent termination or retaliation claims, obtained via FOIL or WCB certification attached, supported by Exhibits 21–33 of the Amended Complaint (DE [8]) and the Initial Table of Exhibits (DE [165]).

•**Recordings with Lawyers:**

Total: [Number TBD, pending clarification], Exhibits [1–249, specific numbers TBD], PLA000001–PLA004989.

Description: Recordings of conversations with my lawyers (e.g., Pasternack Tilker), recorded by Plaintiff between September 2019 and December 2023, documenting discussions

relevant to legal malpractice or misconduct (e.g., failure to file evidence, DE [190], Exhibits 6–10), supported by Exhibits 21–33 of the Amended Complaint (DE [8]) and the Initial Table of Exhibits (DE [165]).

•**IME Doctor Recording:**

Total: 1 audio recording, Exhibit 68, PLA000652.

Description: Recording of an Independent Medical Examination doctor (Jason Hochfelder, MD), recorded by Plaintiff on October 14, 2020 (Exhibit 69, PLA000654, references related deposition transcription for perjury), relevant to claims of fraud or misconduct in WCB proceedings, supported by Exhibits 21–33 of the Amended Complaint (DE [8]) and the Initial Table of Exhibits (DE [165]).

II. Declaration of Authenticity

I, Lidia M. Orrego, declare under penalty of perjury pursuant to **28 U.S.C. § 1746** that:

•The 26 audio recordings and their notarized transcripts (Exhibits 15–17, 134, 142–148, [additional exhibits TBD], PLA000146–PLA002138) are true and accurate, notarized under **FRE 902(8)**, recorded by me between January 31, 2018, and November 27, 2018, at Defendants’ household or employment address 1 Spring Hill Lane, Old Westbury, NY 11568, parties, parks, public places, etc. requested by the Defendants and Supervisor Teresa A. Zantua, capturing conversations relevant to claims of fraud, perjury, and retaliation under **42 U.S.C. § 1981**, **NYSHRL § 296**, and **NYLL §§ 195(6), 215, 740** (e.g., debunking DE [22-3]); Exhibit 74, PLA000803, November 6, 2018, with Kevin Knipfing and two witnesses; Exhibit 135, PLA001908, October 14, 2018, Report 1, Rebeca Uzcategui; Exhibit 138, PLA001973, November 12, 2018, with investigators Tefta and Irma), as supported by Exhibits 21–33 (DE [8]), the Initial

Table of Exhibits, and DE [165]. as supported by Exhibits 21–33 of the Amended Complaint (DE [8]), the Initial Table of Exhibits, and DE [165].

- The 821 photographs (Exhibit 12, PLA000104, [additional exhibits TBD]) are true and accurate, taken by me between January 31, 2018, and November 27, 2018, at Defendants’ premises, depicting workplace conditions, retaliatory acts, or related evidence, as supported by Exhibits 21–33 and the Initial Table of Exhibits (DE [165]).

- The 172 videos (Exhibit 13, PLA000115, [additional exhibits TBD]) are true and accurate, recorded by me between January 31, 2018, and November 27, 2018, at Defendants’ premises, showing interactions or events supporting my claims (e.g., Exhibit 10, PLA000102), as supported by Exhibits 21–33 and the Initial Table of Exhibits (DE [165]).

- The 1 notarized voicemail and its notarized transcript (Exhibit 141, PLA002093) are true and accurate, recorded by me on October 4, 2018, via WhatsApp (1 min 10 sec), speaker Rebeca Uzcatogui, relevant to misconduct claims, notarized under **FRE 902(8)**, as supported by Exhibits 21–33 and the Initial Table of Exhibits (DE [165]).

- The potential additional voicemails (Exhibit 140, PLA002083, [number TBD]) are true and accurate, recorded by me between January 31, 2018, and November 27, 2018, relevant to discrimination and abuse claims, as supported by Exhibits 21–33 and the Initial Table of Exhibits (DE [165]).

- The 8 WCB hearing recordings (Exhibit 91, PLA001065) are true and accurate, recorded by the Workers’ Compensation Board (Case G2584330) between September 2019 and March 2021, documenting perjury by Defendants Steve Savitsky, Skylar Testa, and Teresa A. Zantua (e.g., Exhibits 59, 62, PLA000365, PLA000442), relevant to my claims, obtained via FOIL or

WCB certification attached under **FRE 902(4)**, as supported by Exhibits 21–33 and the Initial Table of Exhibits (DE [165]).

- The recordings with my lawyers (Exhibits [TBD]) are true and accurate, recorded by me between September 2019 and December 2023, documenting discussions relevant to legal malpractice or misconduct (e.g., Pasternack Tilker’s failure to file evidence, DE [190], Exhibits 6–10), as supported by Exhibits 21–33 and the Initial Table of Exhibits (DE [165]).

- The IME doctor recording (Exhibit 68, PLA000652) is true and accurate, recorded by me on October 14, 2020, documenting interactions relevant to fraud or misconduct in WCB proceedings, as supported by Exhibits 21–33 and the Initial Table of Exhibits (DE [165]).

- All evidence is relevant to my forthcoming Summary Judgment motion, motions in DE [198], DE [190], and the unaddressed request in DE [165].

III. Reservation of Right to File Additional Evidence

Pursuant to **FRCP 26(e)** and **EDNY Local Civil Rule 26.4**, I reserve my right to supplement this initial submission with additional evidence for the period 2023–2025, as ongoing discovery, including but not limited to FOIL requests, WCB proceedings, and related investigations, may yield new material facts relevant to my claims of fraud, retaliation, perjury, and misconduct under **42 U.S.C. § 1981**, **NYSHRL § 296**, and **NYLL §§ 195(6), 215, 740**. Such supplementation will be filed in accordance with the court’s deadlines. (*see Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250 (1986)).

IV. Advance Request for FTP Submission of Voluminous Evidence Exceeding 249 Exhibits and 5,000 Pages

Due to the voluminous and indeterminate nature of the evidence, I respectfully request advance permission to submit evidence exceeding 249 exhibits (PLA000001–PLA004989 and additional exhibits TBD) and approximately 5,000 pages of documentary evidence, encompassing

26 notarized audio recordings with notarized transcripts, 821 photographs, 172 videos, one notarized voicemail, 8 WCB hearing recordings, recordings with my lawyers, one IME doctor recording, and additional documentary evidence (e.g., WCB case files, Exhibit 121, PLA001759; Exhibits 21–33, DE [8]; Initial Table of Exhibits, DE [165]), via the court’s file transfer protocol (<https://evidence.nyed.uscourts.gov>), as requested on July 2, 2025 (DE [200], Exhibit 1). The final number of exhibits and pages remains under compilation due to ongoing discovery, including but not limited to FOIL requests, WCB proceedings, and related investigations, necessitating an advance request to accommodate the anticipated volume, which exceeds practical limits for traditional filing methods.

Electronic files (MP3/WAV, JPEG/PNG, MP4/AVI) and scanned documents (JPEG/PNG) will be submitted via FTP to ensure compliance with court’s rules and Summary Judgment. Physical copies of electronic media will be submitted on a USB drive to the Pro Se Office via mail at PRO SE Office, Central Islip, NY 11722, labeled with case number (20-cv-3361) and DE [200]. I further request clarification on organizing and labeling this voluminous evidence for FTP submission to avoid prejudice due to the court’s failure to address my prior requests in DE [165] and DE [200] (*see FRCP 26(e); Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250 (1986)).

V. Request for FTP Link and Clarification

I respectfully request: (1) an FTP link to submit electronic evidence (MP3/WAV, JPEG/PNG, MP4/AVI) via <https://evidence.nyed.uscourts.gov>, as requested on July 2, 2025 (DE [200], Exhibit 1); and (2) clarification on submitting electronic files and physical copies on a USB drive to the Pro Se Office via mail at U.S. District Court, EDNY, 100 Federal Plaza, Central Islip, NY 11722, per Court’s rules, to address the court’s failure to respond to DE [165] and DE [200] and ensure compliance for Summary Judgment.

Respectfully submitted,

Dated: July 7, 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

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.



Workers' Compensation Board

Signed onto **NYS Workers' Compensation Board** as **liorrego@gmail.com**.[My Account](#)[Sign Out](#)[Help](#)

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 [FOIL 22-03-040 - 5/19/25 updated request](#) (6 files) (from [Tracy Fitzgerald](#) at 5/28/2025 11:35:44 AM)

 [Sent](#) (0 Total)

 [Templates](#) (0 Total)

 [Trash](#) (0 Total)

Package Mailboxes

 [View All Mailboxes](#)

Package Actions

[Send Package](#)

 [Manage Contacts](#)

**BUSINESS RECORD CERTIFICATION PURSUANT TO
CPLR § 4518 AND CPL § 190.30**

I, Laura Inglis, affirm that I am a duly authorized custodian of the records of the New York State Workers' Compensation Board. Attached please find an electronic copy of 322 pages from Case Number G2584330 – DOI: 10/23/2018 (Claimant: Lidia Orrego).

These records are made in the regular course of the business of the New York State Workers' Compensation Board, and it is the regular course of such business to make these records, at the time of the act, transaction, occurrence or event, or within a reasonable time thereafter.

I have compared the electronically uploaded and transmitted document (322 pages) to the original electronic record that is maintained by the New York State Workers' Compensation Board. This record is a true and accurate representation of the original electronic record maintained by the New York State Workers' Compensation Board.

Affirmed this 28th day of May, 2025, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law:


Laura Inglis
Secretary to the Board



**Offices of the
Inspector General**

LUCY LANG

Inspector General

Empire State Plaza • Agency Building 2, 16th Floor • Albany, New York 12223 • (518) 474-1010 • ig.ny.gov

May 22, 2025

Ms. Lidia Orrego
95-08 Queens Boulevard – 3E
Rego Park, NY 11374
(via email lidia.orrego@justiceforlidia.nyc)

Re: FOIL Request 038-2025

Dear Ms. Lidia Orrego:

This letter is in response to your request made to the New York State Offices of the Inspector General (NYSIG) pursuant to the Freedom of Information Law on April 21, 2025 and your follow up request relating to the same matter on May 19, 2025.

As already explained to you via electronic mail in the electronic production of records on May 21, 2025, please be advised as it relates to your requests for the following:

Relating to NYSIG Case No. **3648-013-2023**, you requested the summary findings of the investigations and copies of any letters of recommendation, referrals, or official communications sent by NYSIG to other agencies (state, federal, or local).

Upon a diligent review of all records, the New York State Offices of the Inspector General certifies that there are no responsive records relating to your request.

Relating to NYSIG Case No. **2574-325-2022**, you requested the summary findings of the investigations and copies of any letters of recommendation, referrals, or official communications sent by NYSIG to other agencies (state, federal, or local).

Upon a diligent review of all records, the New York State Offices of the Inspector General certify that there are no responsive records relating to your request for summary findings. All documents relating to your request for any letters of recommendation, referrals, or official communications sent by NYSIG to other agencies (state, federal, or local) were provided to you via electronic mail on May 21, 2025.

Relating to NYSIG Case No. **2032-008-2021**, you requested the summary findings of the investigations and copies of any letters of recommendation, referrals, or official communications sent by NYSIG to other agencies (state, federal, or local).

All documents relating to your request for summary findings and any letters of recommendation, referrals, or official communications sent by NYSIG to other agencies (state, federal, or local) were provided to you via electronic mail on May 21, 2025.

Relating to Workers' Compensation Board (WCB) case G-2584330, you requested a summary of the findings of the investigation. As you were advised, this case number is the same as NYSIG Case No. **3648-013-2023**. Upon a diligent review of all records, the New York State Offices of the Inspector General certifies that there are no responsive records relating to your request.

Respectfully,

s/ Alexis M. Osborne
Alexis M. Osborne, Esq.
Investigative Counsel and Records Access Officer

**COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

In the Matter of: **STEPHANI KNIPPING**

CERTIFICATION

Docket/Index#: **CASE ID: 27536970**

TO THE COURT:

Althea Goodman, Director / Child Protective Services being duly sworn respectfully shows: That she is the Director of Child Protective Services, Nassau County Department of Social Services, which is an authorized agency having its office and place of business at 60 Charles Lindbergh Boulevard, Uniondale, County of Nassau, State of New York.

To the best of the affiant's knowledge, after reasonable inquiry, the records or copies produced represent all the documents described in the subpoena duces tecum.

That the within case record and files were made and kept in the regular course of business of the Nassau County Department of Social Services and that it was in the regular course of such business to make and keep such case records and files.



Jose L. Lopez, Commissioner

By: Althea Goodman, Director/Child Protective Services

VERIFICATION

State of New York)
ss.:
County of Nassau)

Althea Goodman, Director/Child Protective Services being duly sworn, says: that I am the person asking the above certification; that said certification is true of my knowledge, except as to those matters therein stated to be alleged on information and belief, and as those matters, I believe them to be true.



Althea Goodman, Director/Child Protective Services

Sworn to before me this day of **23RD MAY 2025**



Notary Public

DONALD F. GUTIERREZ
Notary Public, State of New York
No. 02GO5075248
Qualified in Nassau County
Commission Expires 05-30-2027

CERTIFICATION OF CASE RECORD AND FILE



Lidia Orrego <liorrego@gmail.com>

RE: FOIL Request

1 message

Abberbock, Ellen (HHSNASSAUCOUNTYNY) <Ellen.Abberbock@hhsnassaucountyny.us>
To: Lidia Orrego <liorrego@gmail.com>

Fri, May 23, 2025 at 2:13 PM

Ms. Orrego,

Attached are the certified CPS records you requested.

E. Abberbock

DSS Agency Attorney II

Nassau County Department of Social Services

60 Charles Lindbergh Blvd., Suite 160

Uniondale, NY 11553-3686

Ellen.Abberbock@hhsnassaucountyny.us

516-227-8434 (Fax)

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From: Lidia Orrego <liorrego@gmail.com>

Sent: Monday, May 19, 2025 3:54 PM

To: Abberbock, Ellen (HHSNASSAUCOUNTYNY) <Ellen.Abberbock@hhsnassaucountyny.us>

Cc: orregoprose@gmail.com

Subject: Fwd: FOIL Request

You don't often get email from liorrego@gmail.com. [Learn why this is important](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Subject: Request for Certification of FOIL Response Documents – FOIL #169897

Dear Ms. Abberbock,

Thank you for providing the documents in response to my FOIL request (#169897), dated September 2, 2021.

I am writing to respectfully request a **certification or official attestation** confirming that the documents provided in response to this request are **true and accurate copies of records held in the official custody** of the Nassau County Department of Social Services. This certification is required for submission in ongoing legal proceedings, where verified documentation from government sources is necessary.

If possible, please include the FOIL request number and a signed statement on official letterhead or with an agency seal attesting to the authenticity and custodianship of the documents.

I appreciate your assistance and timely attention to this request. Please let me know if there is a formal process or fee associated with obtaining this certification.

Sincerely,
Lidia Orrego

----- Forwarded message -----

From: **Abberbock, Ellen (HHSNASSAUCOUNTYNY)** <Ellen.Abberbock@hhsnassaucountyny.us>
Date: Thu, Sep 2, 2021 at 11:07 AM
Subject: FOIL Request
To: liorrego@gmail.com <liorrego@gmail.com>

The attached documents are sent in response to your FOIL request.

E. Abberbock

DSS Agency Attorney II

Nassau County Department of Social Services

60 Charles Lindbergh Blvd., Suite 160

Uniondale, NY 11553-3686

Ellen.Abberbock@hhsnassaucountyny.us

516-227-7779

516-227-8434 (Fax)

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 **CERTIFIED CPS RECORDS.pdf**
1052K

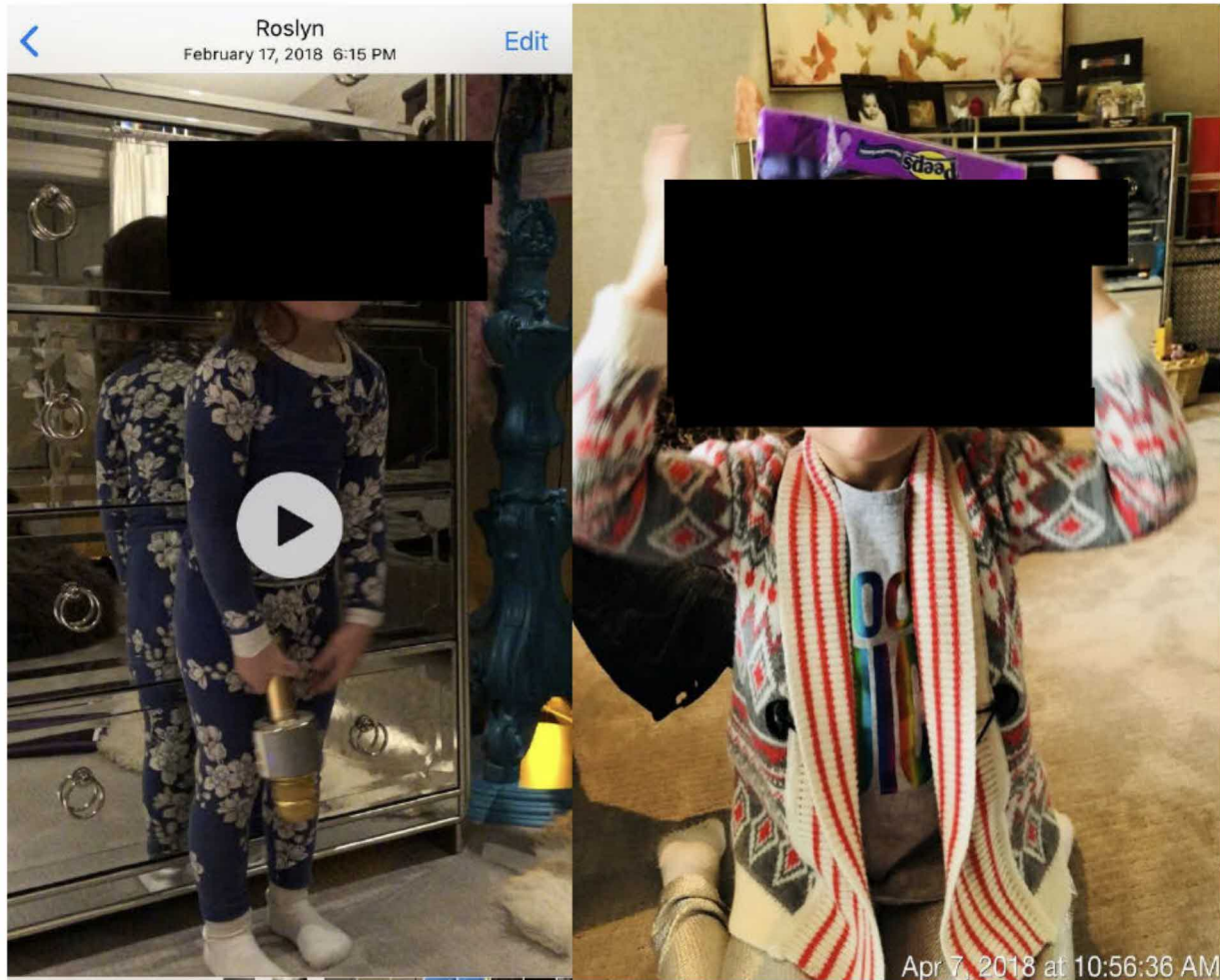
Exhibit 21

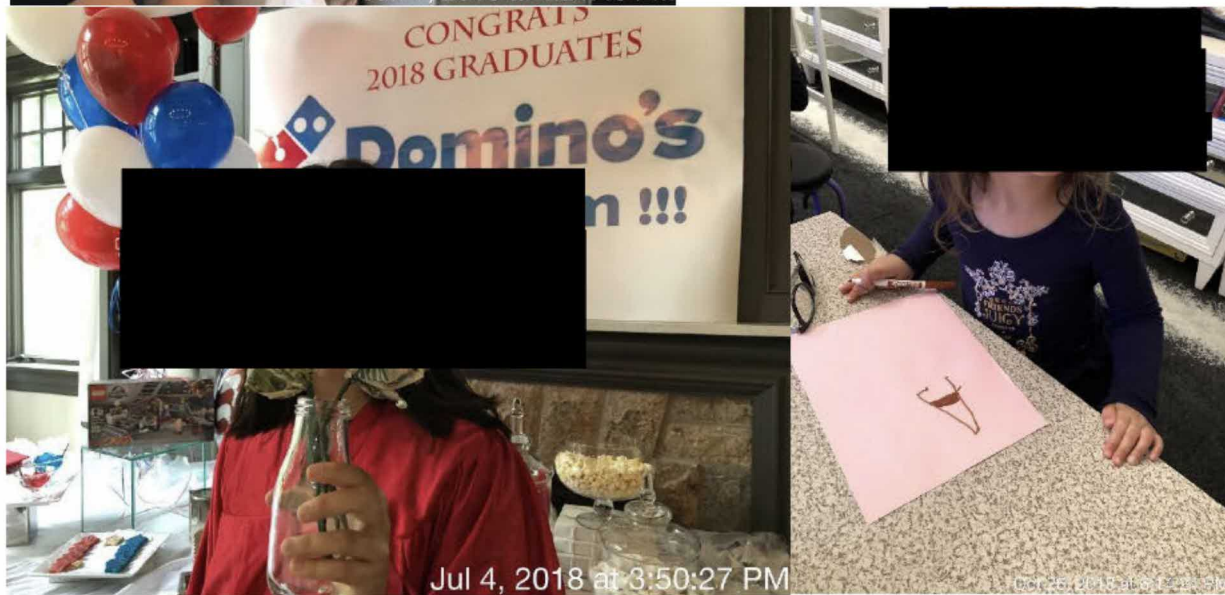
PHOTOGRAPHS, VIDEOS AND TEXT MESSAGES REQUESTED BY EMPLOYERS

The Plaintiff holds plenty (600) FAMILY photographs, videos in the Knipfing's House were requested and authorized by employers, sent via text messages to Stephanieanna James-Knipfing, Kevin Knipfing and Teresa A. Zantua.

All the Plaintiff's co-workers also took photographs and videos inside the Knipfing's house.

February 17, 2018 at 6:15 pm: The first pictures and videos were taken in the girl's room S.M.K. and S.J.K.





October 23, 2018:

Last Video 46 seconds at 6:12 pm. The last video requested by Kevin Knipfing (the day Kevin Knipfing's son hit for the last time the Plaintiff) in the classroom. Plaintiff's took photographs and videos inside the Knipfing's house where are cameras. This is one of plenty recordings the Plaintiff holds plus photographs since February 2018 authorized by her Employers.

The Plaintiff has never received all along time she worked for her employers any warning and never they applied "Breach HER NDA" until She file the Complaint emailed dated November 2, 2018 about the horrible environment for discrimination and abuse.



Exhibit 22

CRISTINA COIMBRA – HOUSEKEEPER (Brazilian – Speaks Portuguese)

August 18, 2019 and October 16, 2019 Cristina Coimbra taking photographs inside the Knipfing's house and posted on her Facebook. The Plaintiff has photos dated earlier. The Knipfing's don't applied "Breach her NDA".



Rebeca Lugo or Rebeca Uzcategui congratulating to Cristina Coimbra in her Post.



Rebeca Lugo

Happy Birthday amiga querida. Todas las bendiciones para ti 🎁🎉🎂🎂🎂



37w



Cristina Coimbra

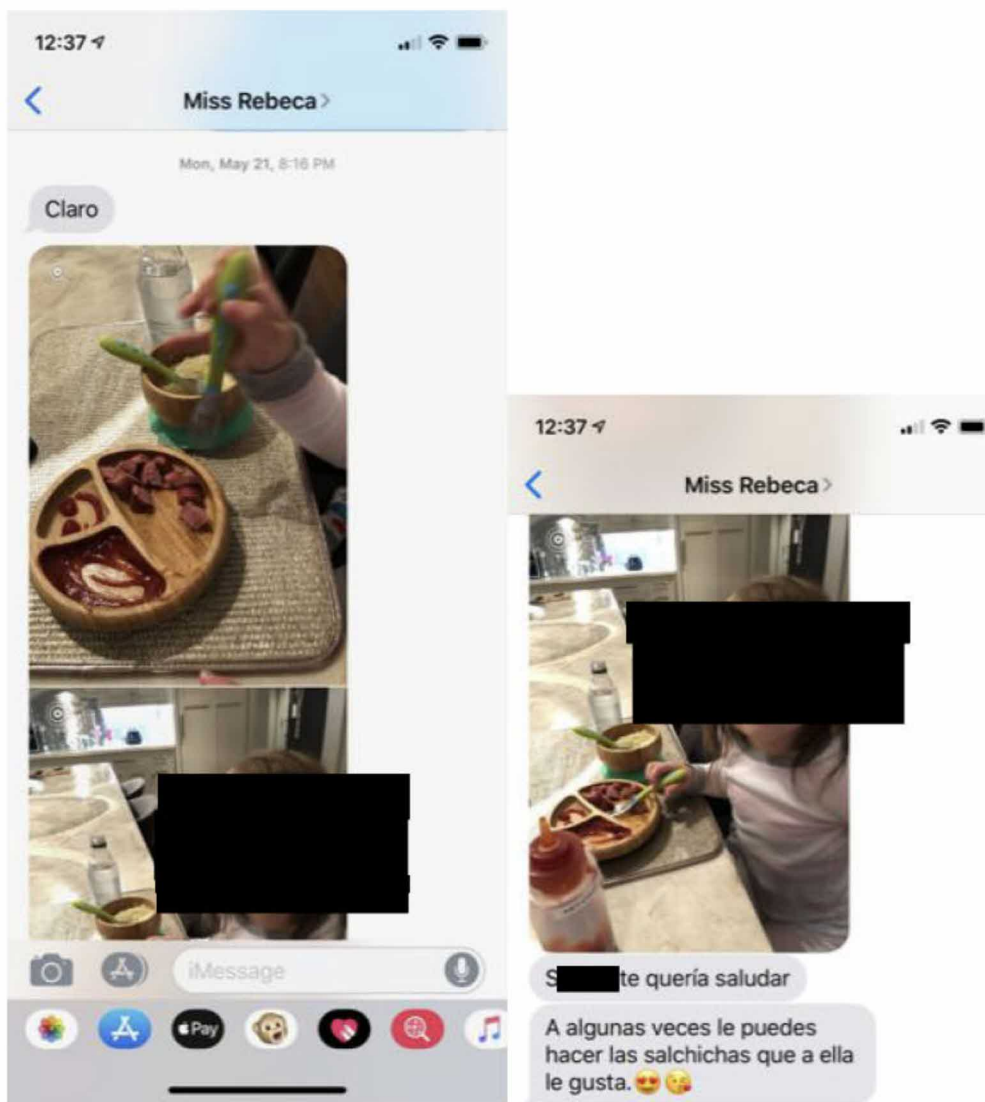
Rebeca Lugo muchas gracias amiga querida!! ❤️🙏🙏

37w

REBECA UZCATEGUI OR REBECA LUGO – NANNY (Hispanic)

May 21, 2018 Rebeca Uzcategui, taking photographs of S.S.K. sent via text message. The Employers also always authorized her to take photos and videos inside the Knipfing's house to text them like they did with the Plaintiff. The Knipfing's don't applied "Breach her NDA".

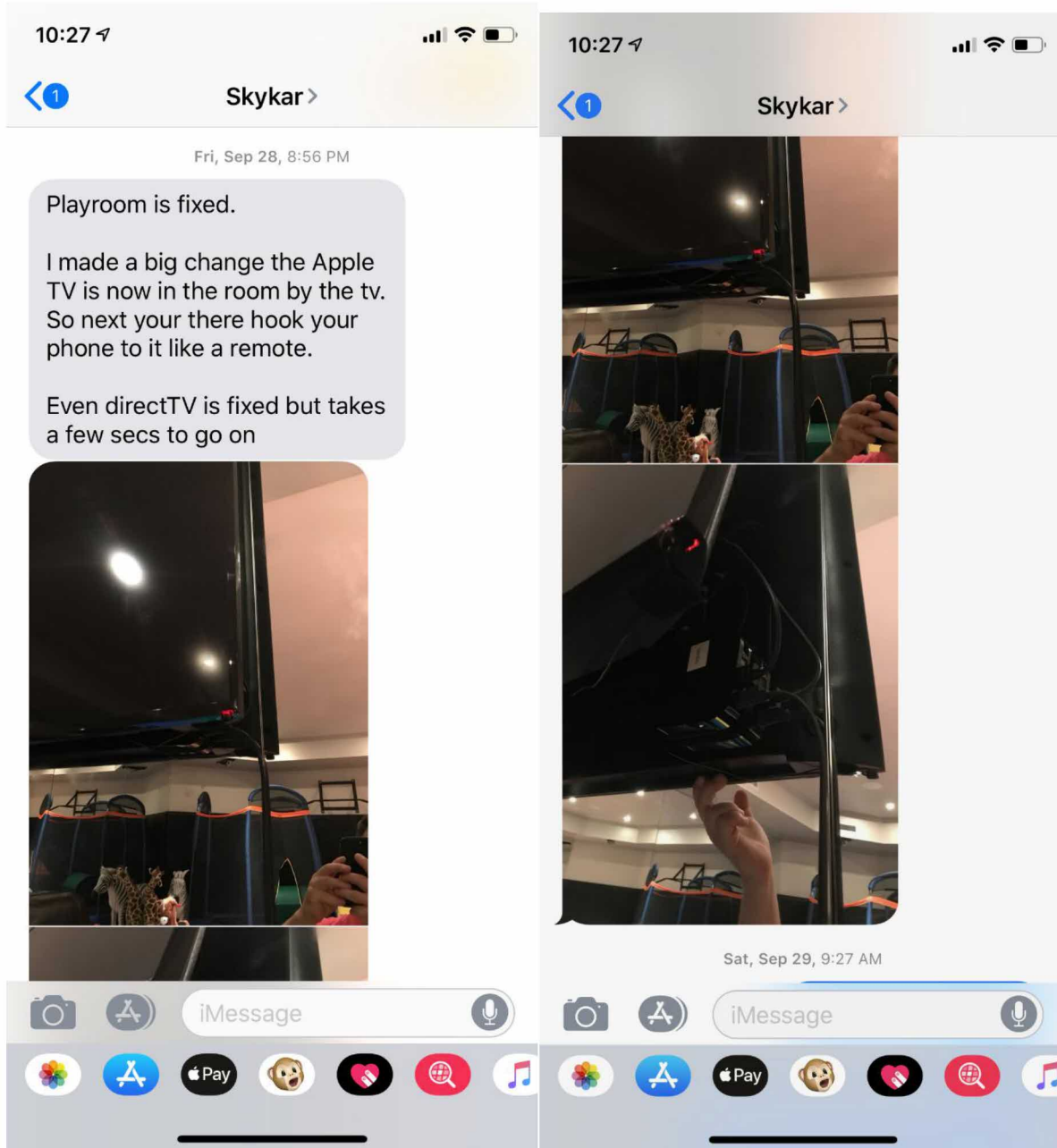
Kevin Knipfing and Stephanie James - Knipfing keep Rebeca Uzcategui working because she threatens to sue them for discrimination and abuse. Recording on October 14, 2018.



SKYLAR TESTA – HOUSE MANAGER (Italian - American)

September 28, 2018 Skylar Testa taking photographs like everyone inside the Knipfing's house and sent by text message.

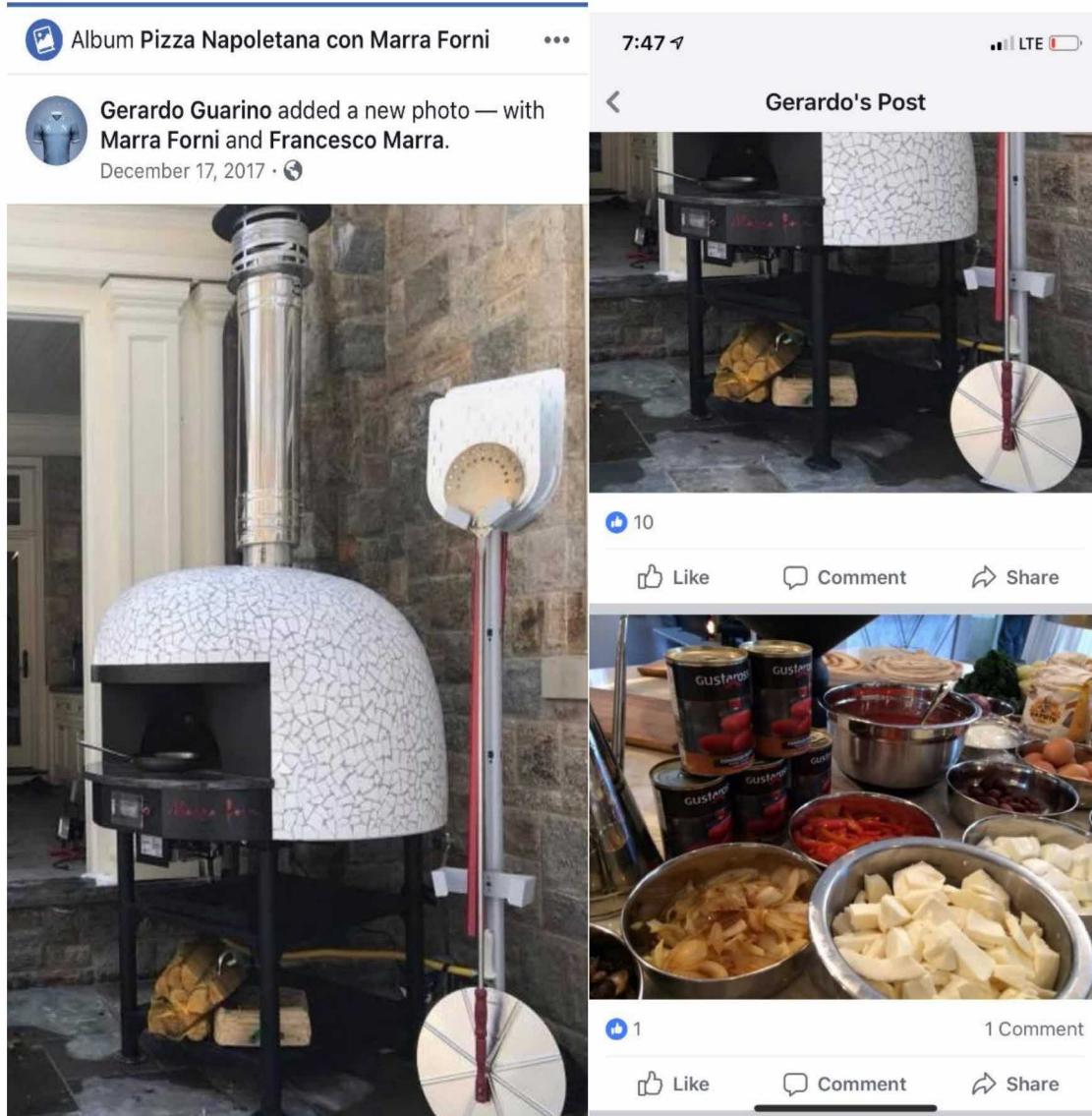
The Knipfing's don't applied "Breach his NDA" .



GERARDO GUARINO – CHEF (Italian - American)

December 17, 2017 Gerardo Guarino taking photographs and videos inside the Knipfing's house and post on Facebook or Instagram.

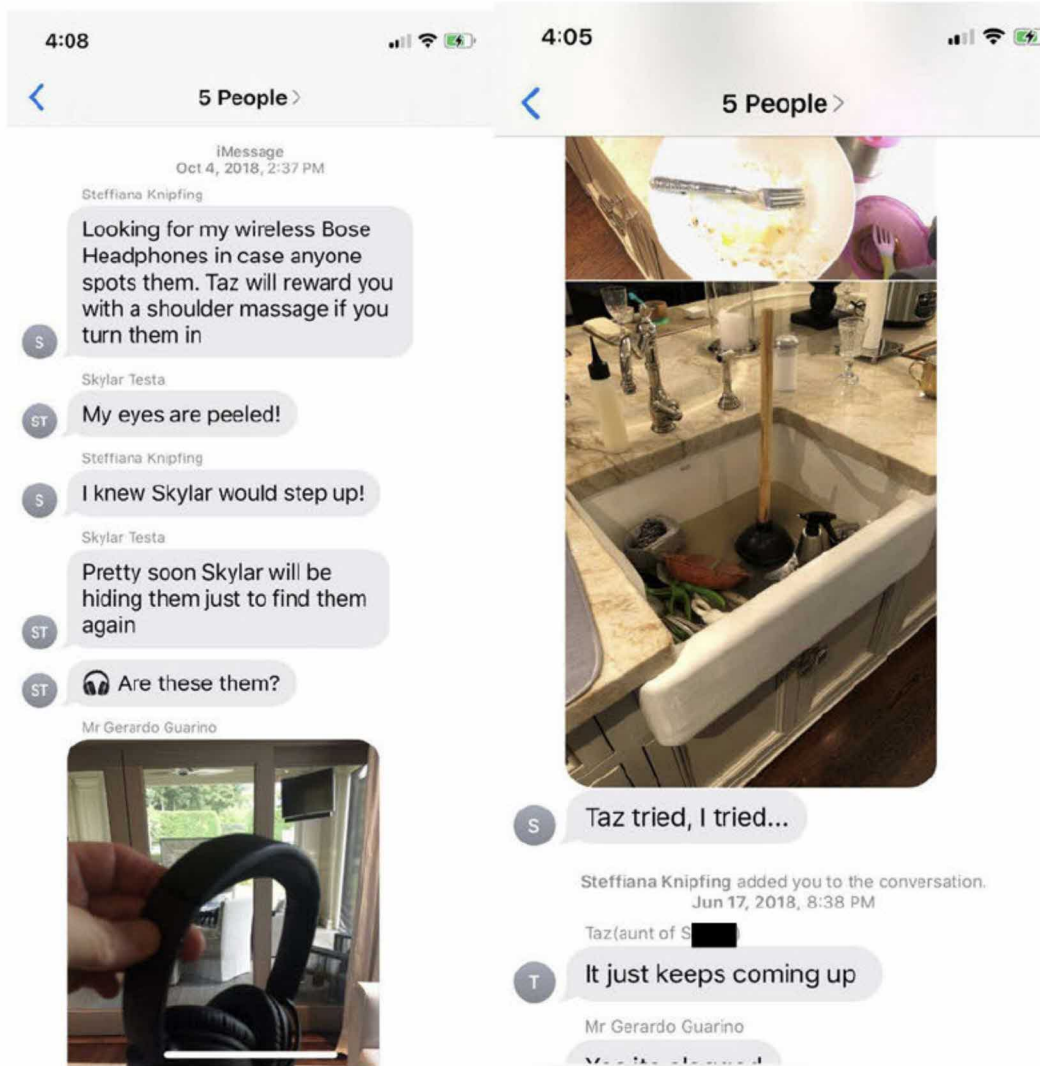
But the Knipfing's don't applied "Breach his NDA" .



GROUPS MESSAGES EXCHANGING PHOTOGRAPHS

Photographs taken inside the Knipfing's house and sent to all employees by the Employer.

Teresa A. Zantua is "TAZ".



LIDIA ORREGO – NANNY (Hispanic)

March 29, 2018 and October 1, 2018 photographs taken inside the Knipfing's house by the Plaintiff and sent via text message Stephanieanna James-Knipfing and Teresa A. Zantua. The Plaintiff never received any warning or notice about any "Breach of NDA" agreement because it was part of her job.

The Plaintiff sent pictures (See Exhibit 24 Page 132 candies and tapes to the Investigation to demonstrate discrimination and abuse. These photographs, videos and recordings were never shared with third parties or published on social platforms.

Kevin Knipfing and Stephanieanna James-Knipfing **applied a "Breach her NDA"** agreement to the Plaintiff through OLD WESTBURY LLC (entity does not exist in New York State and is not listed as an employer on the Two-Page NDA) to terminate her employment re-enforcing the discrimination to which the Plaintiff was subjected before she submitted her Complaint dated November 2, 2018.

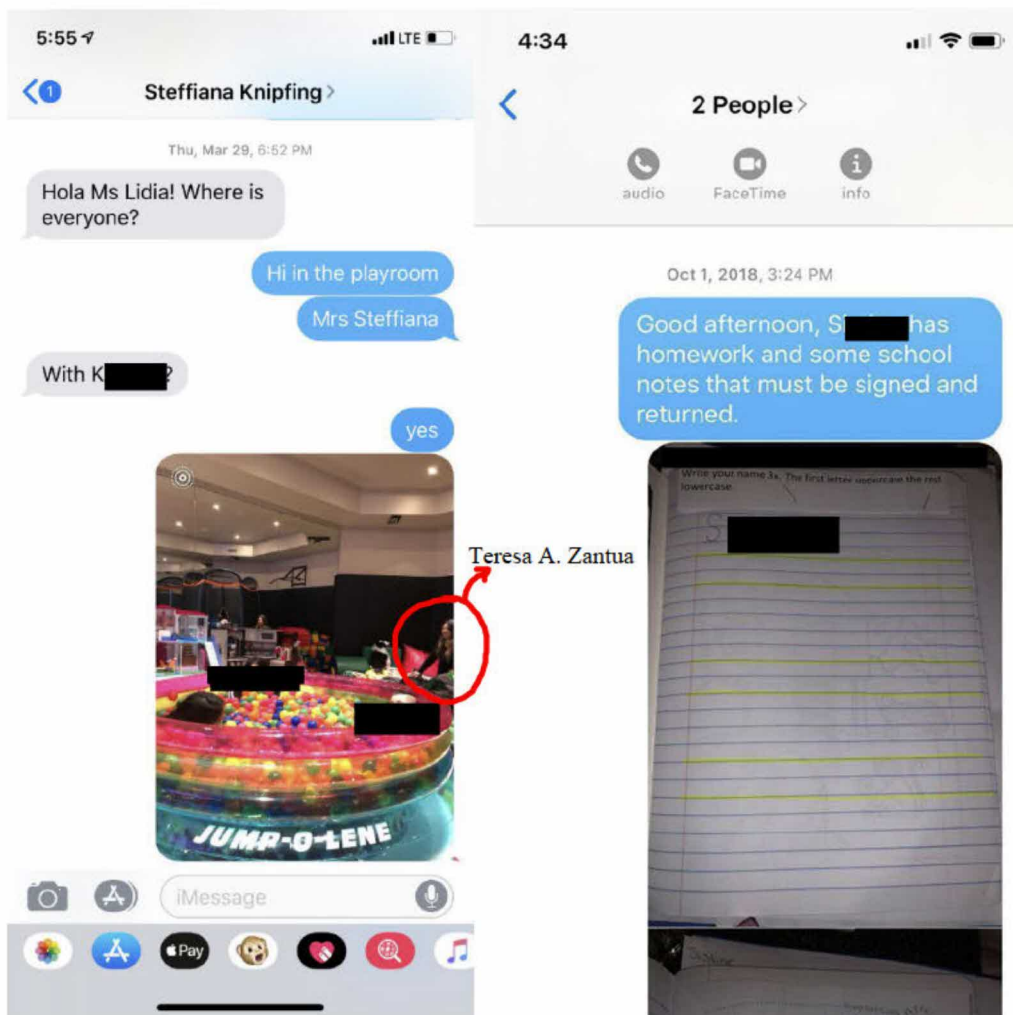


Exhibit 23

June 8, 2018: Texting from Cristina Coimbra , when she went to the doctor for back pain and could hardly move or walk for the excess and hard work in the Knipfing's house.





Exhibit 24

Lidia Orrego <liorrego@gmail.com>

REPORT 1

2 mensajes

Lidia Orrego <liorrego@gmail.com>
Para: fullkj@gmail.com

8 de noviembre de 2018, 12:16

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 translated into English it would take a long time, but I hope the the researchers or people you trust can translate it.

Blessings,

 2018-10-14-10-24_2_1_2 -1.wav

Lidia

KJ <fullkj@gmail.com>
Para: liorrego@gmail.com

8 de noviembre de 2018, 12:33

This is great, thank you!

[El texto citado está oculto]



Lidia Orrego <liorrego@gmail.com>

REPORT 2

1 mensaje

Lidia Orrego <liorrego@gmail.com>
 Para: K J <fullkj@gmail.com>

8 de noviembre de 2018, 14:27

Mr. Kevin, I attached the screenshots of Ms Rebeca's messages via Whatsapp to meet with her to talk because for long time she told me to meet her out of the house, always telling me was the only person that can handle my situation at your house and no to talk with your wife about it beside that I was always afraid to said something to Mrs Steffianna for many reasons. Rebeca was always showing that she has the power to confront and fight with anyone there and I was afraid of her, I saw she was bossing around there and from the beginning she told me that was hired me thanks to her, Skylar was aware of all the situation saying that all the figths were normal happening always.

At one point she told me that if I agree to meet her everything will get better for S [REDACTED] because she love us, she said that S [REDACTED] has nobody to protect her from Taz (I never understand why she said that) but she always was telling me that.

I wasn't so sure about to do so but i got to the point of desperation all I wanted was to solve and continue working in peace that when I decided to meet her because everything was worse.

Sometimes Rebeca was nice and ask me to tell her everything that was going on with Taz after she was gone and asking me why I never confront her, she told if I trust her everything she was going to tell you but and the end I saw things were not right and worried very much that she was turning the situation against me because she change her attitude I realized that tried to avoid me, when I ask her if she was available to let you know she just walked away just telling that she was one step away to give you a "letter".

In my life I never expected to go thru all this situation and as everybody I do care about mi job and my reputation because I depend of my job to take care of my family, I wanted to walk out of your house nicely because God see our actions and our hearts and I decide to tell the thruth because I realized her real intentions was just to use me.

If you wonder why I did my record of things that was going on I did because in many occasion Rebeca was on top of me giving me orders, send me text after she left the house your sister in law told to keep track because something similar happens to Adam Sandler but my intentions was never to get into that kind of situations.

Thank You.

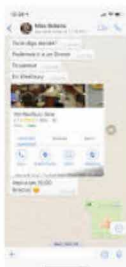
Lidia

3 archivos adjuntos

IMG_4742.jpg
 353K



IMG_4744.jpg
 335K



IMG_4743.jpg
 318K



Lidia Orrego <lorrego@gmail.com>

Report 3

1 mensaje

Lidia Orrego <lorrego@gmail.com>
Para: K J <fullkj@gmail.com>

15 de noviembre de 2018, 14:24

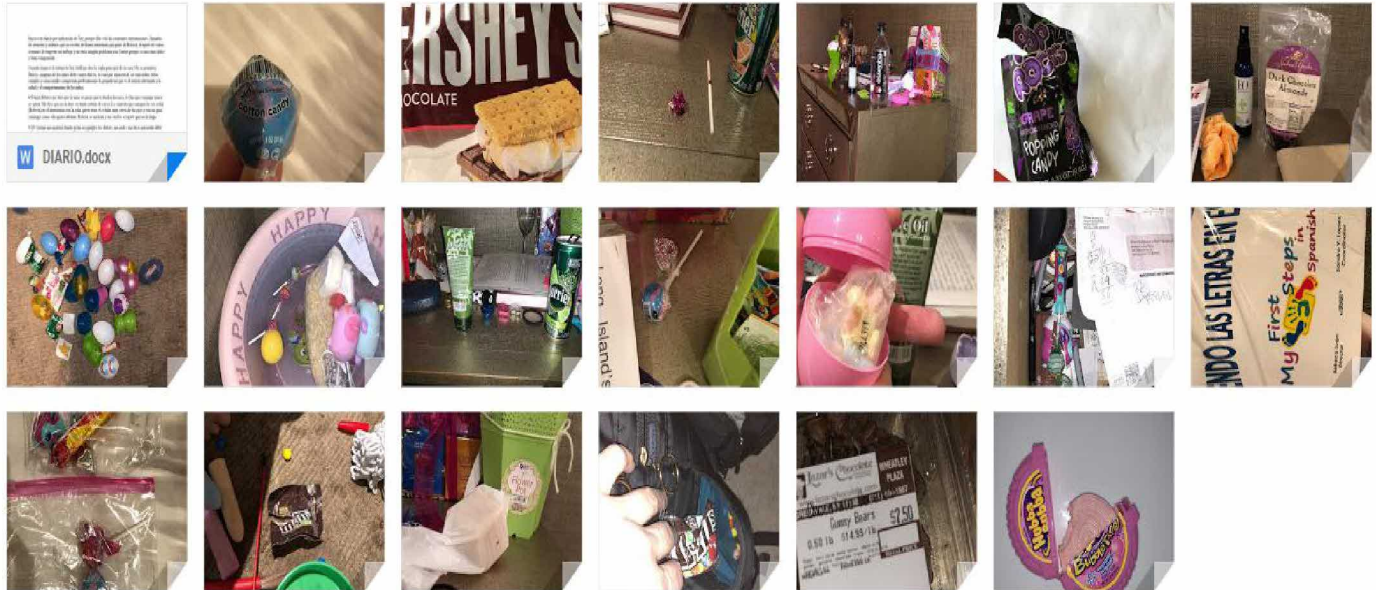
Good afternoon, Mr. Kevin,
I attached my diary and photos.
I will be sending by parts to avoid errors in the email.
Please forward to the investigators.
Thank you.
Lidia

 IMG-4765.JPG
 IMG-4766.JPG
 IMG-4767.JPG
 IMG-4770.JPG
 IMG-4771.JPG
 IMG-4772.JPG
 IMG_3692.JPG
 IMG_4073.JPG
 IMG_4074.JPG
 IMG_4077.JPG
 IMG_4079.JPG
 IMG_4082.JPG
 IMG_4103.JPG
 IMG_4104.JPG
 IMG_4120.JPG
 IMG_4187.JPG
 shareImage (1).jpg
 shareImage (2).jpg
 shareImage.jpg

 DIARIO.docx
2122K

Report 2 : Photographs “CANDIES” emailed to Kevin Knipfing for Investigation and which he mentions in the Termination Letter dated November 27, 2018 that the Plaintiff "BREACH HER NDA".

20 archivos adjuntos





Lidia Orrego <liorrego@gmail.com>

REPORT 4

1 mensaje

Lidia Orrego <liorrego@gmail.com>
Para: K J <fullkj@gmail.com>

16 de noviembre de 2018, 8:14

Good morning, Mr. Kevin, I attach the correct PDF format of the diary.

Thank you.

Lidia

 **DIARIO CORRECT.pdf**
867K



Lidia Orrego <liorrego@gmail.com>

REPORT 7

1 mensaje

Lidia Orrego <liorrego@gmail.com>
Para: K J <fullkj@gmail.com>

16 de noviembre de 2018, 9:22

Good morning,

Mr. Kevin & Mrs Steffianna

With this recordings I finish, I want to thank you Mr Kevin and Mrs Steffianna for giving me the oportunity to let you know what was happenig around the kids all the time.

I pray everyday as always por peace and love in your house because I was working as a part of team and no trying to compite with nobody or harm,I always tried to do my best doing my job but I end up in the middle of this war between Rebeca and Taz and both side tried to use me unfortunaly for their purposes.

Have great day and weekend.Love for the kids and many blessings.

Lidia

2018-08-15-16-17-39 Rebeca sobre MB.mp3

2018-10-08 Rebeca pastillas para dormir.wav

2018-10-08-05-18_2_1_3_0 Rebeca proteger a S.wav

2018-10-12-18-30-002_Rebeca conversacion.wav

2018-10-22-15-07-001_0_1 Rebeca sobre problema.wav

2018-10-24-09-09-001_0_1_1 Cristina conversacio...

2018-10-31-15-52-001_1_0 Rebeca hablar con el S...

Exhibit 25

Termination Letter Dated November 27, 2018

**1-"Old Westbury LLC" is ending your employment effective immediately.
This decision is based on several factors, including but not limited to: "**

The Plaintiff has never received working for the Knipfing's any written warnings or performance reviews related to the content of the Termination Letter and feedback on their work consistent with Stephanieanna James- Knipfing text messages from February 7, 2018 to November 1 , 2018 describing the Plaintiff in these messages as "Fantastic" or "Hard Worker".



Exhibit 26

November 02, 2018: Text MESSAGES FROM STEPHANIEANNA JAMES-KNIPFING

After the Plaintiff placed her complaints via email at 2:30 pm Stephanieanna James-Knipfing in retaliation sent a series of text messages and emails continuing the Intentional Infliction of Emotional Distress attacking the Plaintiff and sabotaging her work or career with unfair treatment, unjustified negative evaluations, humiliating and degrading her, using insensitive terms, continuing with discrimination and harassment. Stephanieanna James-Knipfing requested the Plaintiff via email the medical certificate of Ms. Orrego's reported injuries at her workplace.

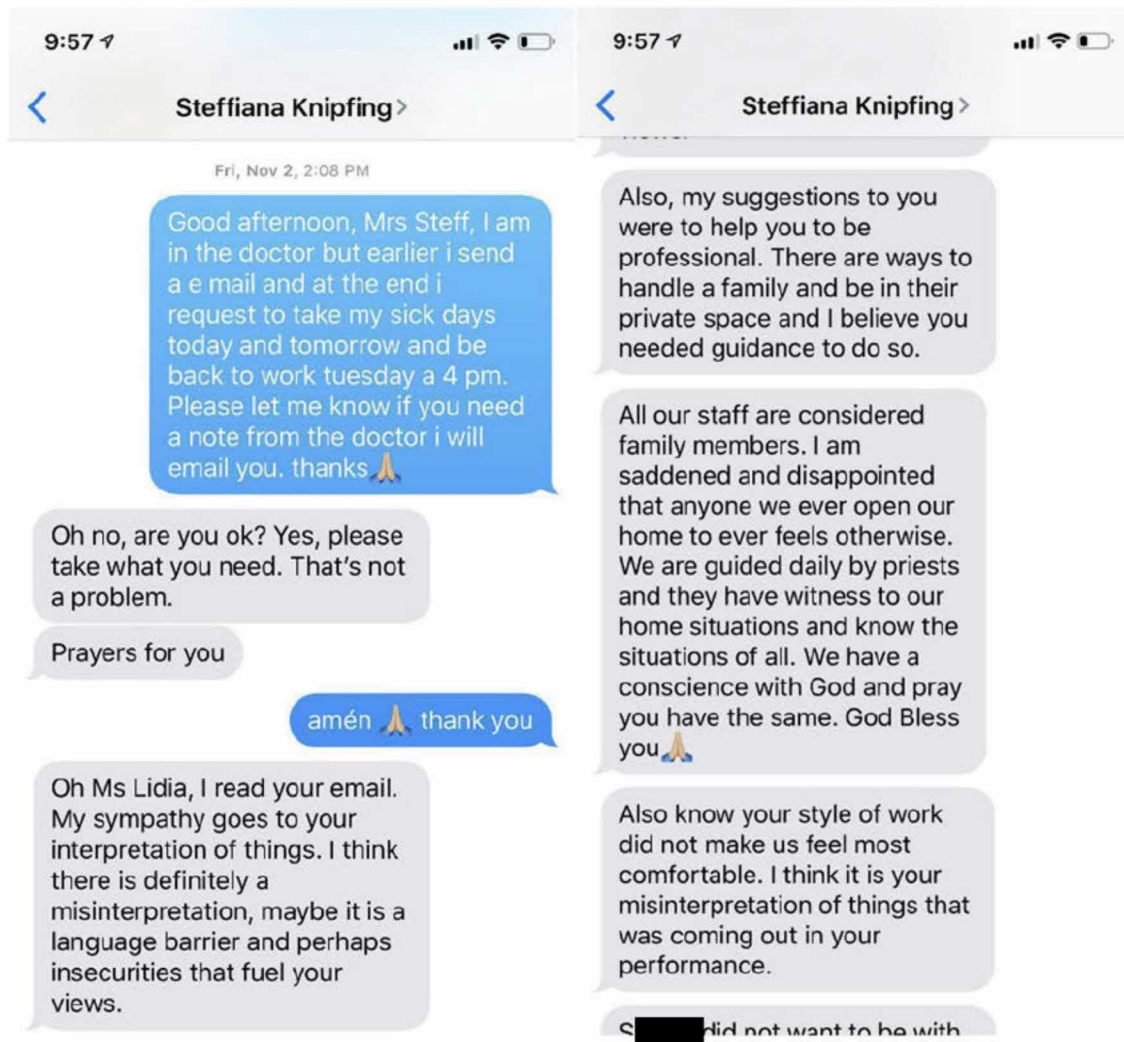
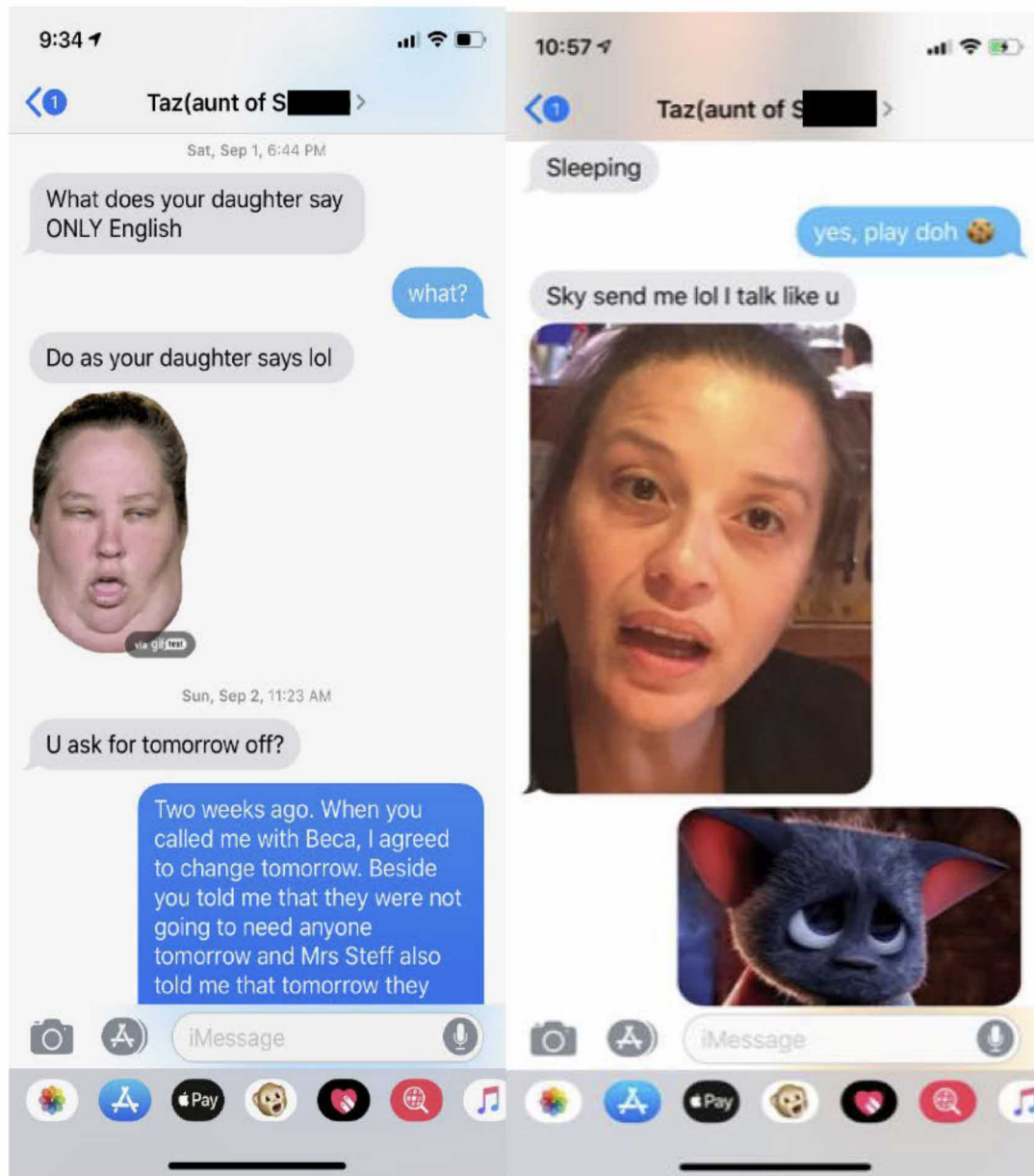




Exhibit 27

TEXT MESSAGES FROM TERESA A. ZANTUA TO THE PLAINTIFF.





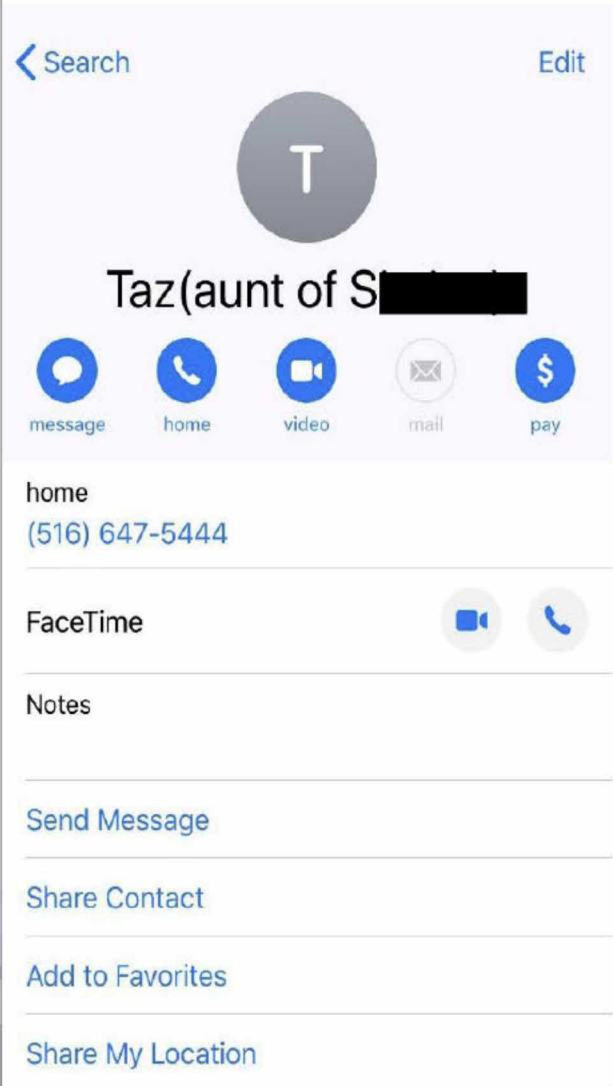
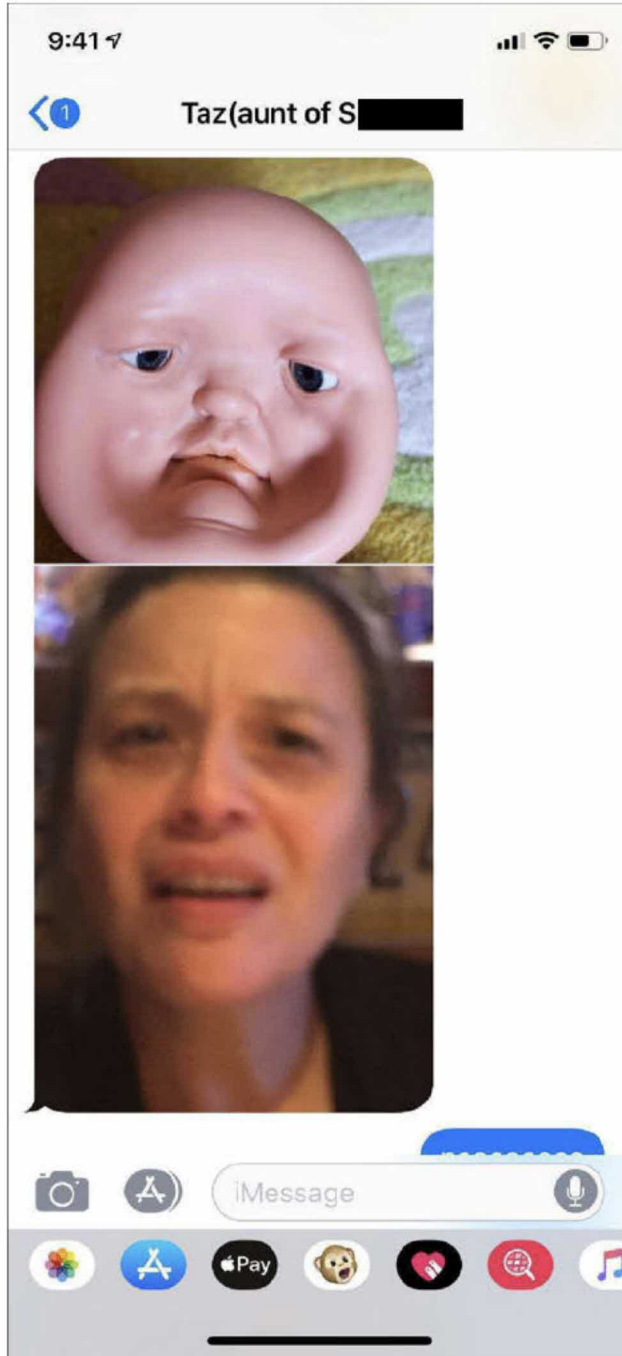




Exhibit 29

Lidia Orrego <liorrego@gmail.com>

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

[El texto citado está oculto]

November 2, 2018: The Plaintiff texted to Skylar Testa notifying that she would go to the doctor that day for back pain according to the medical record of Dr. Moisey Delman. See Exhibit 28 Page 133.

The Plaintiff don't notified to Teresa A. Zantua because that day she sent the complaint against her. Skylar Testa confirms that he was reading the email with the complaint.

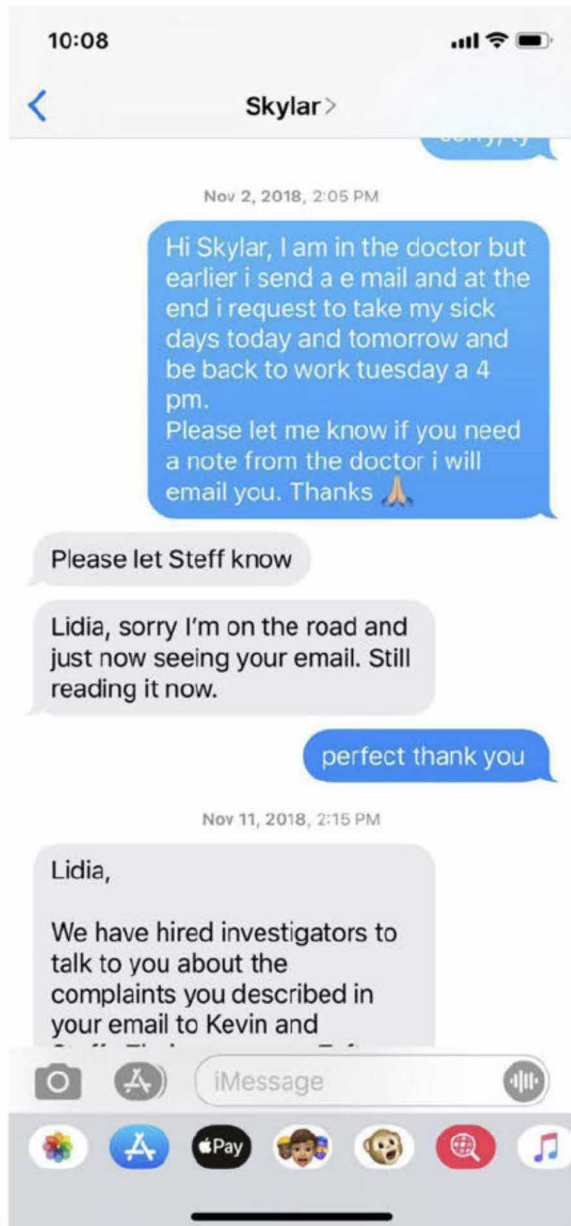


Exhibit 30

November 2, 2018: Message in Spanish from Rebeca Lugo, the other nanny.

Because the Plaintiff reported she was going to the doctor, Rebeca Uzcategui called her because S.S.K. wanted to greet the Plaintiff. Rebeca Uzcategui also knew about the last physical assault against the Plaintiff on October 23, 2018.



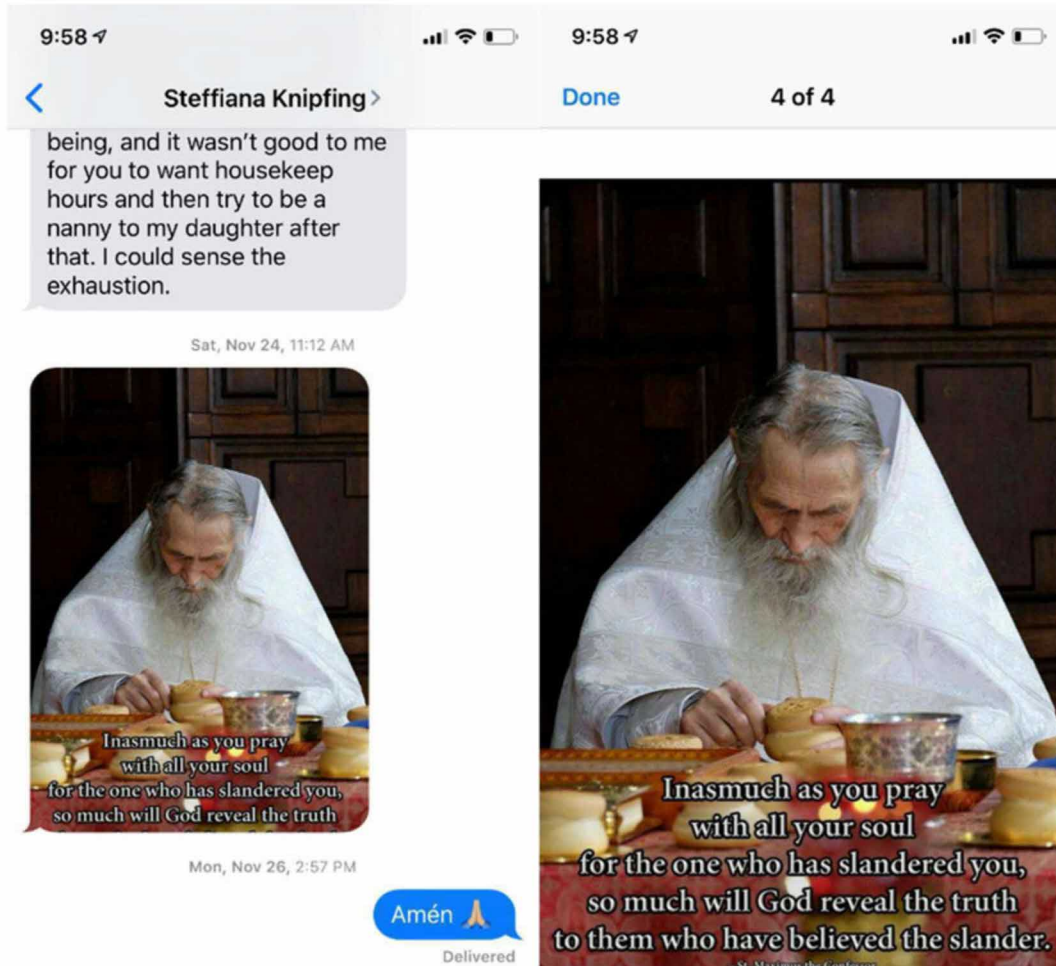
November 2, 2018: Message from Cristina Coimbra

Cristina Coimbra, the housekeeper, who has back injuries from hard and continuous work also texted the Plaintiff because she reported was going to the doctor.



Exhibit 31

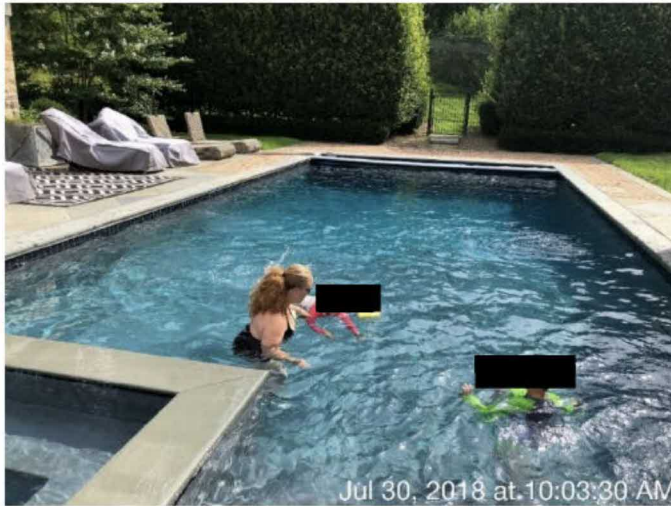
November 24, 2018: Stephanieanna James-Knipfing via text message sent to the Plaintiff called her "SLANDER" even though the plaintiff presented all the evidence supporting her complaint. The employers continued their discrimination and retaliation.



Photographs inside the Knipfing's House – Witnesses

DATE 07-30-2018: Another witnesses, who always knew that Rebecca Uzcategui and the Plaintiff took pictures of the children, swimming teacher Mrs. Sharon (Jul 2018) and the Italian Teacher (who gave lessons until June 2018). These people were also authorized to take photographs.

Previous employees like Nanny Annie and other housekeeper also took pictures inside the house because Teresa A. Zantua showed the Plaintiff several photos that employees texted her.



DATE 04-04-2018: In the appointment with the children's dentist, Teresa A. Zantua ordered to the Plaintiff to take photos and videos, to send them to the employers Kevin Knipfing and Stephanieanna James-Knipfing. The Plaintiff holds plenty of videos and pictures.



DATE 06-16-2018: Chris Weidman's House

On Chris Weidman's son's birthday, a family friend, Teresa A. Zantua ordered me to take pictures and videos of the children in presence of his wife Marivi Weidman with whom we already shared other activities. This time, K.V.K. (7 y/o) in the car stepped on the Plaintiff's right hand several times and stood on it injuring her wrist. Teresa A. Zantua justified these assaults when the Plaintiff complained of pain: "You Mexicans eat a lot of corn that's why your bones are useless, that's why Stephanieanna James-Knipfing does not allow buying food based in corn". The Plaintiff has pictures and videos.

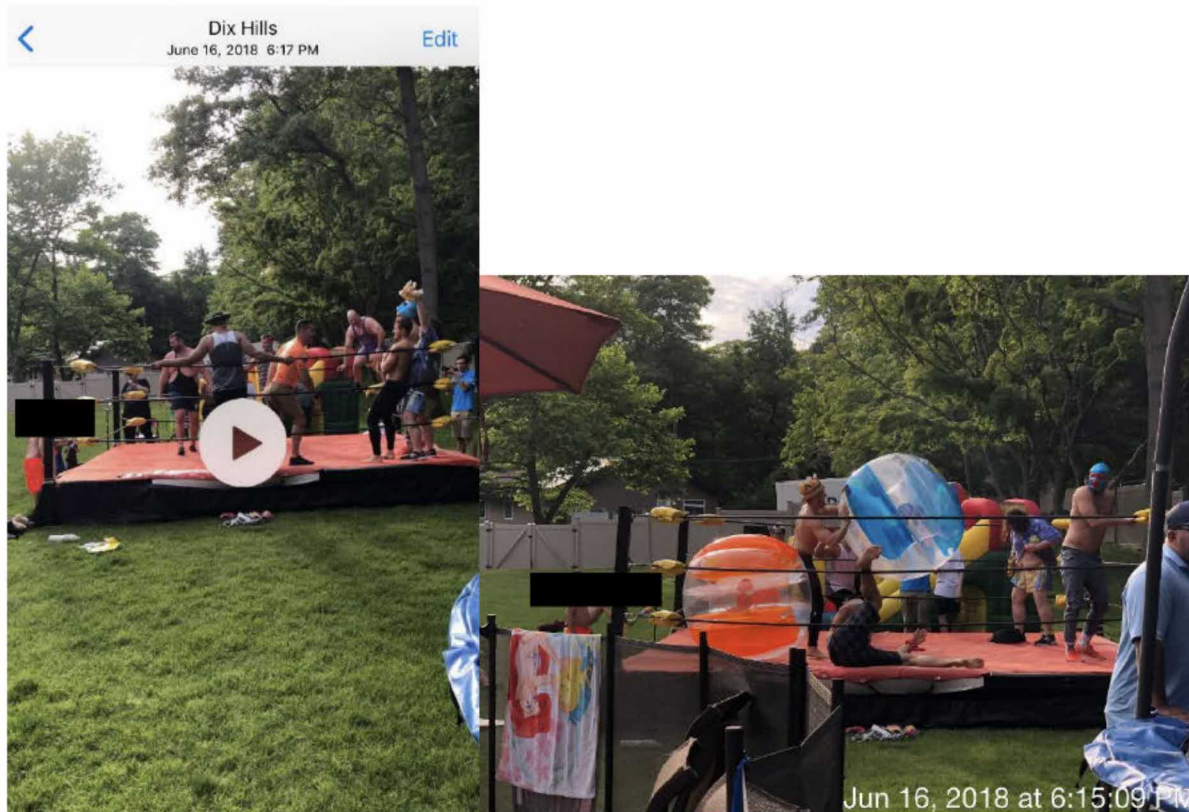


EXHIBIT 1



Lidia Orrego <liorrego@gmail.com>

DE [200] - Request for FTP Link to Submit Voluminous Evidence – Case No. 20-CV-3361 (SJB) (AYS)

1 message

Lidia Orrego <liorrego@gmail.com>

Wed, Jul 2, 2025 at 5:12 PM

To: bulsara_chambers@nyed.uscourts.gov

Cc: Kuuku Minnah-Donkoh <kminnahdonkoh@grsm.com>, Dallas Rivera <dlrivera@grsm.com>, kminnahdonkoh@gordonrees.com, Peter Cella <pcella@grsm.com>, Paulette Guerrero <pguerrero@grsm.com>, Lidia Orrego <lidia.orrego@justiceforlidia.nyc>, Lidia Orrego <orregoprose@gmail.com>

Dear Judge Bulsara's Chambers,

I am Lidia M. Orrego, the Pro Se Plaintiff in Case No. 20-CV-3361 (SJB) (AYS), writing to request an FTP link to submit voluminous evidentiary materials, including approximately +6,000 pages, 249+ exhibits, and digital media (e.g., videos and records), as referenced in my Letter Motion filed on July 1, 2025 (DE [200] Exhibit 3), and consistent with Section II.D of Your Honor's Individual Practices.

This request follows my due diligence in filing the aforementioned Letter Motion, which seeks, among other relief, an adjournment of the summary judgment deadline and a briefing schedule for pending motions (DE [165], [190], [192], [193], [194], [196], [198], [199]).

These motions narrow the issues and reduce the volume of evidence, as noted in my filing.

The evidence includes materials from FOIL/FOIA certifications, such as documents delivered to the Defendants to date. It is intended to support my claims, as previously addressed in Magistrate Judge Shields' Order of July 5, 2022 (Exhibit 4) and Judge Brown's Order of April 10, 2023 (DE [108], Exhibit 5).

Please provide instructions and an FTP link to facilitate the secure submission of these materials, as outlined at <https://evidence.nyed.uscourts.gov>.

Thank you so much for your help. I have cc'd all counsel registered in NYSCEF, as required by Section II.C of Your Honor's Individual Practices.

Sincerely,

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

 **Dated 07-01-2025 - Letter Motion Request Adj.- Scheduling-Ruling (3).pdf**
2403K

EXHIBIT 2



Lidia Orrego <liorrego@gmail.com>

Fwd: DE [200] - Request for FTP Link to Submit Voluminous Evidence – Case No. 20-CV-3361 (SJB) (AYS)

1 message

Lidia Orrego <liorrego@gmail.com>

Thu, Jul 3, 2025 at 12:36 PM

To: bulsara_chambers@nyed.uscourts.gov

Cc: Kuuku Minnah-Donkoh <kminnahdonkoh@grsm.com>, kminnahdonkoh@gordonrees.com, Dallas Rivera <drlivera@grsm.com>, Peter Cella <pcella@grsm.com>, Paulette Guerrero <pguerrero@grsm.com>, Lidia Orrego <lidia.orrego@justiceforlidia.nyc>, Lidia Orrego <orregoprose@gmail.com>

Dear Judge Bulsara's Chambers,

I am Lidia M. Orrego, the Pro Se Plaintiff in Case No. 20-CV-3361 (SJB) (AYS), following my email dated July 2, 2025 requesting an FTP link to submit voluminous evidentiary materials, including approximately +6,000 pages, 249+ exhibits, and digital media (e.g., videos and records), as referenced in my Letter Motion filed on July 1, 2025 (DE [200] Exhibit 3), and consistent with Section II.D of Your Honor's Individual Practices. Please review the links to the record dated August 2023. I will send the updated record and evidence for review next week, along with the detailed certifications attached to this email as DE [200]. The request for adjournment or extension granted to the Defendants on May 2025 is included without delay.

See the link for the following evidence: 1. [Dated 08-01-2023 PLAINTIFF RECORD EVIDENCE EDNY 20CV3361 - TABLE OF CONTENTS SUMMARY JUDGMENT](#)

Dated 08-08-2023 Delivery to Defendants GRSM - Plaintiff Evidence for Summary J. 2023

Recordings Knipfings Employment Year 2018

Recordings WCB G2584330 - Orrego v Knipfing et al.

Report Recordings Investigation - 2018 -

Kevin James Dated November 6, 2018 - Evidence Perjury Motion to Dismiss December 2020
The meeting starts in 15 minutes 15 seconds.

Kevin James's
Investigators Dated November 12, 2028

SOCIAL MEDIA CRISTINA COIMBRA

SOCIAL MEDIA GERARDO GUARINO

SOCIAL MEDIA KEVIN JAMES

Total of 172 videos requested by the Defendants "FAMILY ALBUM 2018"

Total of 821 Pictures requested by Defendants January - November 2018

Please provide instructions and an FTP link to facilitate the secure submission of these materials, as outlined at <https://evidence.nyed.uscourts.gov>.

According to the order, I will serve the documents via email.

Thank you so much for your help. I have cc'd all counsel registered in ECF, as required by Section II.C of Your Honor's Individual Practices.

Sincerely,

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

----- Forwarded message -----

From: Lidia Orrego <liorrego@gmail.com>

Date: Wed, Jul 2, 2025 at 5:12 PM

Subject: DE [200] - Request for FTP Link to Submit Voluminous Evidence – Case No. 20-CV-3361 (SJB) (AYS)

To: <bulsara_chambers@nyed.uscourts.gov>

Cc: Kuuku Minnah-Donkoh <kminnahdonkoh@grsm.com>, Dallas Rivera <drlivera@grsm.com>, <kminnahdonkoh@gordonrees.com>, Peter Cella <pcella@grsm.com>, Paulette Guerrero <pguerrero@grsm.com>, Lidia Orrego <lidia.orrego@justiceforlidia.nyc>, Lidia Orrego <orregoprose@gmail.com>

Dear Judge Bulsara's Chambers,

I am Lidia M. Orrego, the Pro Se Plaintiff in Case No. 20-CV-3361 (SJB) (AYS), writing to request an FTP link to submit voluminous evidentiary materials, including approximately +6,000 pages, 249+ exhibits, and digital media (e.g., videos and records), as referenced in my Letter Motion filed on July 1, 2025 (DE [200] Exhibit 3), and consistent with Section II.D of Your Honor's Individual Practices.

EXHIBIT 3

August 3, 2023

Magistrate Judge Anne Y. Shields
United States District Court - Eastern District of New York
100 Federal Plaza, Central Islip, NY 11722
Attn: Pro Se Office - via Pro Se Electronic Document Submission
CC: H. District Judge Joan M. Azrack

FILED
CLERK
Box.com

8/03/2023

U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
LONG ISLAND OFFICE

Caption: Lidia M. Orrego v. Kevin Knipfing a/k/a Kevin James,
Stephanieanna James-Knipfing a/k/a Steffiana, de la Cruz, Old
Westbury EDDIE LLC, Old Westbury L.L.C., Steve Savitsky, Teresa
A. Zantua

Docket No. 20CV3361(JMA)(AYS)

Re: Plaintiff's Letter Motion request instructions to submit evidentiary
records "Plaintiff's Records" to comply with Order dated August 2, 2023.

Dear Magistrate Judge Shields,

Plaintiff Lidia M. Orrego, in connection with the above-referenced action,
confirmed on July 27, 2023, that she called [Summary Judgment ECF doc.\[157\]](#) and will
move on November 1, 2023, under [District Judge Azrack's Individuals "Rules IV. E
Summary Judgment Motions, Page 6."](#) See the Order dated August 2, 2023.

Today, August 3, 2023, Plaintiff tried to submit to this Court the evidentiary
"Plaintiff's Records" to proceed with the [Summary Judgment Rule 56](#), but the Clerk's
office and Plaintiff are looking for further instructions for Summary Judgment proceeding
and submit the evidentiary record to this Court's custody.

Please advise the specifications to submit the following evidence:

- 1) Electronic Storage Information ("ESI")
 - Digital Plaintiff's Record
 - Total Recordings: 26.- Notarized & Certificate Transcriptions.
 - Total Pictures: 821.- Plaintiff's employment with the Defendants.
 - Total Videos: 172.- Plaintiff's employment with the Defendants.
 - Social media: Defendants' employees, witnesses, and Defendants.

2) Total Exhibits: 249.- (two boxes)

Vol. 1 – PLA000001 – PLA0000412

Vol. 2 – PLA000413 – PLA0000827

Vol. 3 – PLA000828 – PLA0001248

Vol. 4 – PLA001249 – PLA0001669

Vol. 5 – PLA001670 – PLA0002092

Vol. 6 – PLA002093 – PLA0002517

Vol. 7 – PLA002518 – PLA0002917

Vol. 8 – PLA002918 – PLA003338

Vol. 9 – PLA003339 – PLA003764

Vol. 10 – PLA003765 – PLA004189

Vol. 11 – PLA004190 – PLA004615

Vol. 12 – PLA004616 – PLA004989

Plaintiff sent the copy to the Defendants via mail, tracking number number:

9534 6161 8892 3213 6333 06

Notice: Plaintiff will file a separate document with the mathematical calculation of litigation, costs, and expenses.

Plaintiff reserves all the rights and adds any evidence or discovery at any time.

Plaintiff thanks the Court for its time and attention to this submission and the instructions to submit all the evidence.

Respectfully submitted,

Dated: August 3, 2023
Rego Park, New York


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

Plaintiff files via Pro Se Electronic Document Submission on August 3, 2023,
<https://edny.app.box.com/f/0f6348c6cb5242409fe345811278b2ca>

EXHIBIT 6

*** Filed ***
10:44 AM, 08 JUL, 2025
U.S.D.C., Eastern District of New York

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

Lidia M. Orrego

Plaintiff,

-against-

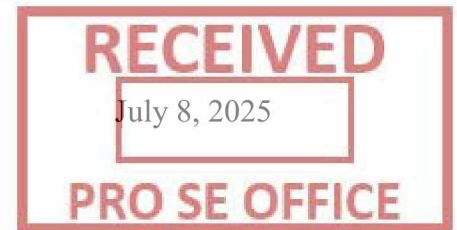
Kevin Knipfing a/k/a Kevin James,
Stephanieanna James-Knipfing
a/k/a Steffiana de la Cruz,
Old Westbury EDDIE LLC,
Old Westbury, LLC, Steve Savitsky,
Teresa A. Zantua,

Defendant(s).

-----X

EDNY 20CV3361 (SJB) (AYS)

NOTICE OF MOTION



**NOTICE OF MOTION TO RECUSE, GRANT DE [200], VACATE ORDER, STAY, AND
OBJECT**

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. § 455(a), Federal Rules of Civil Procedure 60(b)(1), 60(b)(3), 60(b)(4), 60(b)(6), 56(d), 7(b), Local Civil Rules 6.1(b), 6.3, 7.1, and Federal Rule of Appellate Procedure 4(a), Pro Se Plaintiff Lidia M. Orrego moves this Court, Hon. Judge Sanket J. Bulsara, U.S.D.J., in Courtroom 930, United States Courthouse, **100 Federal Plaza, Central Islip, NY 11722, on a date and time to be set by the Court** on a date and time to be set by the Court, (proposed dates July 15, 2025, July 22, 2025, July 29, 2025), for an order:

- **Recusing** Judge Sanket J. Bulsara under 28 U.S.C. § 455(a) and Code of Conduct for United States Judges (Canons 2A, 3A, 3C) for apparent Judicial Bias and Prejudicial Treatment against Pro Se status, evidenced by the hasty order denying Docket Entry “DE” [199] (Renewed Motion for Declaratory Judgment, filed July 1, 2025) was issued prematurely without a briefing schedule, without affording the parties the opportunity to brief the motion, hours after filing, mischaracterizing it as a Reconsideration in violation of Due Process and Individual Rules, not on merits (Exhibit 14) ignoring Pro Se’s motions (DE [190], [192], [193], [194], [196], [198]) filed March–June 2025, including discovery motions pending since March 17, 2025 (DE [192]), while granting Defendants’

extension (DE [185], [195]) within days, suggesting favoritism (Exhibit 15), and failing to address due process rights to a fair trial and evidence access, in concert with Defendants and Magistrate Judge Shields, whose orders (DE [65], [88]) were the subject of Pro Se's May 20, 2025, email to GRSM to meet and confer (Exhibit 13), with no response, prompting DE [196] (Shields recusal) and DE [198] (vacate DE [65], [88]). Judge Brown's ruling (Exhibit 14) confirms Plaintiff successfully proved violations under 42 U.S.C. § 1981 and NYSHRL for hostile work environment and retaliatory termination, underscoring the Court's bias in ignoring DE [199]'s new evidence.

- **Granting** DE [200] (July 1, 2025, Letter Motion Requesting Adjournment of Summary Judgment Deadline, Status Update, Leave to File Amended Documents or Supplemental Certifications, and a Briefing Schedule), pending with no order issued.

- **Vacating** the order (July 2, 2025) denying DE [199], issued without a briefing schedule, ignoring DE [190], [192], [193], [194], [196], [198], and causing prejudice, under FRCP 60(b)(1), (3), (4), (6), as detailed in Section IV.B.

- **Staying** the Summary Judgment deadline (August 8, 2025, DE [195]) under FRCP 56(d) due to unresolved discovery motions, including DE [192] pending since March 17, 2025, impeding Pro Se's ability to present essential facts. The 30-day extension granted in the July 7, 2025, order (DE [200]) is insufficient under FRCP 56(d) given the volume of evidence (~6,000 pages, 249+ exhibits, DE [165], Exhibit 3) and unresolved discovery motions (DE [192], pending since March 17, 2025), which prevent Pro Se from presenting essential facts. See annexed Exhibit 16. “

- **Objecting** to the order denying DE [199] to preserve appeal rights under Fed. R. App.. P. 4(a), as the denial violates due process (*Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950)). Further evidencing bias, Judge Bulsara's order dated July 7, 2025, partially granted DE [200] by adopting Defendants' proposed 30-day extension for Summary Judgment briefing (DE

[201]) while ignoring Plaintiff's request for a 60-day extension, status update on pending motions (DE [165], [190], [192], [193], [194], [196], [198]), leave to amend documents, and a briefing schedule, continuing the pattern of favoritism toward Defendants (Exhibit 15) and prejudicing Pro Se's ability to prepare due to unresolved discovery issues (DE [192]).

- **Granting relief** sought in DE [194]: vacating the Summary Judgment schedule, disqualifying Defendants' counsel (GRSM) for fraud and FRCP 11 violations, providing evidence filing instructions for ~6,000 pages and 249+ exhibits (DE [165], Exhibit 3), setting a briefing schedule for DE [199], and addressing discovery issues. Pending final Table of Exhibits for Summary Judgment due to the lack of diligence by the Court to address the discovery-related motions and letters (DE [190], [192], [193], [194], [196], [198], [200]).

- **Addressing** outstanding discovery-related motions and letters (DE [190], [192], [193], [194], [196], [198], [200]), including DE [192] (March 17, 2025, objection to DE [195]) and DE [194] (Filed on May 9, 2025, Letter Motion Requesting Conference to Vacate Summary Judgment, Stay, Disqualify GRSM, Provide Evidence Instructions, and Renew Declaratory Judgment), and considering DE [199] based on the complete factual record.

- **Ruling** on DE [190] (Disqualification and Stay, March 13, 2025), DE [196] (Magistrate Judge Shields recusal), DE [198] (vacate DE [65], [88]), imposing FRCP 37 sanctions for Defendants' fraud, and reassigning the case.

- **Setting a briefing schedule for:**

DE [190]: Motion by July 23, 2025; opposition by August 6, 2025; reply by August 13, 2025.

DE [196]: Motion by July 30, 2025; opposition by August 13, 2025; reply by August 20, 2025.

DE [198]: Motion by August 7, 2025; opposition by August 21, 2025; reply by August 28, 2025.

DE [199]: Motion by August 14, 2025; opposition by August 28, 2025; reply by September 4, 2025, per FRCP 7(b), Local Civil Rule 6.1(b)

Exhibits Attached:

Exhibit 1 - SJB-MLR (January 2, 2025) - Shows procedural violations.

Exhibit 2 - SJB-MLR (April 21, 2025) - Shows procedural violations.

Exhibit 3 - NYS Labor Standards Complaint (June 8, 2025) Exhibit 3 - DE [199] - Supports NYLL violations; GRSM's FRCP 11 violations, Wrongful deprivation of employment, Lack of Legal Termination, among others.

Exhibit 4 - Forged Signatures (April 7, 2023) Exhibit 9 - Exhibit 3 - DE [199] - Supports fraud claims (N.Y. Penal Law § 170.10) – Intention to Deceit, Fraud on or upon the Court.

Exhibit 5- Loft Legal Opinion (May 14, 2025) Exhibit 3 - DE [199] - Shows NDAs' unenforceability, Retaliation, Fraudulent Acts.

Exhibit 6 – Rebeca Uzcategui aka Lugo Report (November 21, 2018) DE [199] Exhibit 2 Corroborates Discrimination, Retaliation, and Disqualification Opposite Counsel violation FRCP 11.

Exhibit 7 - DE [195] (May 27, 2025) - Shows favoritism to Defendants.

Exhibit 8 - DE [194] (May 9, 2025) - Supports relief requests.

Exhibit 9 - Prior Motions (DE [190], [192], [193], [196], [198]) - Shows ignored filings

Exhibit 10 - DE [200] (July 1, 2025) - Pending relief requests.

Exhibit 11 - FTP Link Email (July 2, 2025) - Shows hasty denial timing.

Exhibit 12 - DE [201] (July 3, 2025)- Shows improper sanctions, no Bad Faith, Evidence supports violations FRCP 11, Fraud, Perjury, among others.

Exhibit 13 - Email to GRSM (May 20, 2025) Exhibit 10 - DE [198] – Shows non-responsiveness and bias, shielding the Defendants from Accountability.

Exhibit 14 - DE [199] Exhibit 3 - DE [30] Dated 09-30-2021 - H. District Judge Gary R. Brown Decision & Order - Shows that Plaintiff successfully established with laws, facts and evidence that Defendants violated Plaintiff's rights under 42 U.S.C. § 1981 and NYSHRL through a hostile work environment, evidence shows that "Plaintiff subjected to retaliatory adverse employment action, which ultimately led to her unlawful termination after reporting workplace misconduct."

Exhibit 15 - Docket 20cv3361-SJB-AYS - shows judicial bias and excessive favoritism.

Exhibit 16 – Dated July 7, 2025, Partial Order on Letter Motion DE [200]- shows Judicial Bias.

Exhibit 17 - Dated July 7, 2025, Initial Notice of Request to Submit Electronic Evidence DE Pending– shows Judicial Bias.

Pro Se requests a **pre-motion conference, oral argument**, and guidance on filing ~6,000 pages and 249+ exhibits (DE [165], Exhibit 3), likely to increase due to FOIL/FOIA disclosures. The Court must set the return date per SJB-MLR VI.L (See Annexed Exhibit 1). Pro Se relies on the annexed memorandum, affidavit, and exhibits.

Respectfully submitted,

Dated: July 8, 2025
Rego Park, New York

/s/ Lidia M. Orrego
Lidia M. Orrego
Plaintiff Pro Se
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Rego Park, NY 11374
Phone 347-453-2234
Email: liorrego@gmail.com

To: All the parties on the record

Magistrate Judge Anne Y. Shields via NYSCEF

Gordon Rees Scully Mansukhani, LLP - via ECF and email
Kuuku Minnah-Donkoh
One Battery Park Plaza, 28th Floor
New York, NY 10004

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

Lidia M. Orrego

Plaintiff,

AFFIRMATION IN SUPPORT
PLAINTIFF'S MOTION

-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

**AFFIRMATION IN SUPPORT OF MOTION TO RECUSE, GRANT DE [200],
VACATE ORDER, STAY, AND OBJECT**

Lidia M. Orrego, Pro Se Plaintiff, declares under penalty of perjury:

1. From March to June 2025, Judge Bulsara ignored my motions and letters (DE [190], [192], [193], [194], [196], [198]), including DE [192] (objection to DE [195], pending since March 17, 2025), while granting Defendants' extensions (DE [185], [195]) within days, evidencing bias and favoritism (Exhibits 7, 9, 15, 16, 17).

2. On May 20, 2025, I emailed GRSM to meet and confer on vacating DE [65], [88], which validated fraudulent NDAs despite being denied for premature filing, not merits, citing the Legal Opinion (Exhibit 5, May 14, 2025) showing NDAs' unenforceability, with no response, supporting DE [196] and DE [198] (See Annexed Exhibit 13).

3. GRSM has not opposed motions since March 13, 2025, implying acquiescence, supported by forgery evidence (Exhibit 4) and Exhibit 5 (See Annexed Exhibits 4, 5).

4. On March 28, 2023, Judge Brown denied DE [73] and DE [65] (First Motion for Declaratory Relief) for premature filing due to ongoing discovery, not merits (Exhibit 14; DE [101]). DE [199] (July 1, 2025) is a renewed motion based on new evidence: NYS Labor Standards Complaint (Exhibit 3, June 8, 2025), forged signatures (Exhibit 4, April 7, 2023), Loft Legal Opinion (Exhibit 5, May 14, 2025), and Uzcategui Report (Exhibit 6, November 21, 2018), building on claims upheld by Judge Brown, who confirmed Plaintiff successfully proved violations under 42 U.S.C. § 1981 and NYSHRL for hostile work environment and retaliatory termination (Exhibit 14).

5. On May 27, 2025, Judge Bulsara granted DE [185], [195], setting an August 8, 2025, deadline, favoring Defendants (See Annexed Exhibit 7), blocking access to justice to file the evidence. (See annexed Exhibits 16, 17).

6. On July 1, 2025, I filed DE [200], pending, requesting adjournment, status update, leave to amend, and a briefing schedule, with ~6,000 pages and 249+ exhibits (DE [165], Exhibit 3), likely to increase (See Annexed Exhibit 3, 16, 17).

7. On July 1, 2025, I filed DE [199]. On July 2, 2025, at 5:12 PM, I requested an FTP link (Exhibit 11); at 7:00 PM, Judge Bulsara denied DE [199] without a briefing schedule, mischaracterizing it as a reconsideration, ignoring prior motions, violating due process (See Annexed Exhibits 1, 2, 3, 4, 5, 6, 11).

8. On July 3, 2025, GRSM filed DE [201], requesting sanctions, violating *Sassower v. Field*, 973 F.2d 75, 80 (2d Cir. 1992), as DE [198], [199] are supported by Exhibits 3, 4, 5, 6 (See Annexed Exhibit 12). Under FRCP 11, sanctions require Defendants to prove bad faith, defined as intentional misconduct or filing frivolous motions lacking any factual or legal basis (*Chambers v. NASCO, Inc.*, 501 U.S. 32, 47 (1991); *Hadges v. Yonkers Racing Corp.*, 48 F.3d 1320, 1329 (2d

Cir. 1995); Oliveri v. Thompson, 803 F.2d 1265, 1273 (2d Cir. 1986); In re Pennie & Edmonds LLP, 323 F.3d 86, 90 (2d Cir. 2003)). This means that Defendants must prove intentional misconduct, frivolousness, or vexatious intent, which my evidence-supported motions (Exhibits 3, 4, 5, 6) lack.

9. On July 7, 2025, Judge Bulsara issued an order partially granting DE [200], adopting Defendants' proposed 30-day extension for summary judgment briefing (DE [201]) while ignoring my requests for a 60-day extension, status update on pending motions (DE [165], [190], [192], [193], [194], [196], [198]), leave to amend documents, and a briefing schedule. This selective granting, consistent with the Court's pattern of favoring Defendants' requests (DE [185], [195]) over mine (Exhibits 7, 9, 15), prejudices my ability to prepare due to unresolved discovery issues (DE [192], pending since March 17, 2025) and the volume of evidence (~6,000 pages, 249+ exhibits, DE [165], Exhibit 3).

10. Defendants' fraud (Exhibit 4; DE [194], Pages 2-3) and GRSM's misconduct, including FRCP 11 violations, were ignored, violating *Flores v. Lower E. Side Serv. Ctr.*, 4 N.Y.3d 363 (2005) (See Annexed Exhibits 4, 5, 6, 8).

11. Shields' orders (DE [65], [88]) validated fraudulent NDAs and blocked Uzcategui's deposition (DE [124]), ignoring Exhibits 5, 6, causing harm (See Annexed Exhibits 5, 6, 13).

12. Unresolved discovery issues, including DE [192] pending since March 17, 2025, prevent summary judgment opposition, violating due process (See Annexed Exhibits 3, 8, 9).

I certify the foregoing is true and correct.

WHEREFORE, I respectfully request that the Court grant this motion and grant such other and further relief as may be just and proper.

I declare under penalty of perjury that the foregoing is true and correct.

Respectfully submitted,

Date: July 8, 2025
Rego Park, New York

/s/ Lidia M. Orrego
Lidia M. Orrego
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

Lidia M. Orrego

Plaintiff,

-against-

EDNY 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

**MEMORANDUM OF LAW IN SUPPORT OF MOTION TO RECUSE, GRANT DE [200],
VACATE ORDER, STAY, AND OBJECT**

Dated: July 8, 2025

Rego Park, New York

/s/ Lidia M. Orrego

Lidia M. Orrego

Plaintiff Pro Se

Address: 95-08 Queens Blvd. 3E

Rego Park, NY 11374

Phone 347-453-2234

Email: liorrego@gmail.com

To: All the parties on the record are via ECF and Email

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I. Introduction

Judge Bulsara's hasty denial of DE [199] (Renewed Motion for Declaratory Judgment, filed July 1, 2025) hours after filing, without a briefing schedule, mischaracterizing it as a reconsideration despite new evidence and facts (Exhibits 3, 4, 5, 6) building on DE [65] and DE [73], which were denied for premature filing, not merits (Exhibit 14), while ignoring Pro Se's motions (DE [190], [192], [193], [194], [196], [198]) for months, including discovery motions pending since March 17, 2025 (DE [192]), yet granting Defendants' extension (DE [185], [195]) within days, suggests favoritism, violating **Code of Conduct for United States Judges, Canon 2A** (avoiding impropriety), **Canon 3A** (fair and diligent performance), and **Canon 3C** (disqualification for questioned impartiality) (Exhibit 15).

This denies Pro Se's due process rights to a fair trial and evidence access, as unresolved discovery motions hinder her case (*Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950)). Pro Se Plaintiff Lidia M. Orrego moves to recuse Judge Bulsara under 28 U.S.C. § 455(a), grant DE [200], vacate the order denying DE [199] and DE [195], stay the August 8, 2025, deadline, object to preserve appeal rights, grant DE [194]'s relief, rule on DE [190], [192], [193], [196], [198], disqualify GRSM for fraud and FRCP 11 violations, impose FRCP 37 sanctions, provide evidence filing instructions for ~6,000 pages and 249+ exhibits (DE [165], Exhibit 3), and set a briefing schedule for DE [190], [196], [198], [199]. The Court's failure to engage evidence (Exhibits 3, 4, 5, 6) and binding authority (*Van Buskirk v. United Grp. of Companies, Inc.*, 935 F.3d 49, 54 (2d Cir. 2019)) and GRSM's non-response to Pro Se's May 20, 2025, email to meet and confer on vacating DE [65], [88] (Exhibit 13) demonstrate bias, Prejudicial Treatment against Pro Se status (*Erickson v. Pardus*, 551 U.S. 89, 94 (2007)).

Judge Brown's ruling (Exhibit 14) confirms Plaintiff successfully pleaded violations under 42 U.S.C. § 1981 and NYSHRL for hostile work environment and retaliatory termination, underscoring the Court's error in dismissing DE [199], and the Plaintiff is filing evidence that supports her claims.

II. Statement of Facts

From January 31, 2018, to November 27, 2018, Pro Se, a domestic worker, endured racial discrimination by Defendant Zantua (DE [199] Exhibit 3 - DE [30] Dated 09-30-2021 - H. District Judge Gary R. Brown Decision & Order), leading to a November 2, 2018, complaint and a fraudulent termination letter from a "ghost company" (Old Westbury LLC) on November 27, 2018, violating NYLL §§ 195(6), 215, NYSHRL § 296 (See Annexed Exhibit 3, DE [198]). On June 8, 2025, Pro Se filed an NYS Labor Standards Complaint for unpaid wages (\$408,000), sick leave (\$1,200), health insurance (\$137,340), and workers' compensation (\$39,500), supported by a May 14, 2025, Legal Opinion (Exhibit 5) confirming NDAs' unenforceability due to lack of mutual assent, fraudulent backdating, and retaliatory termination (*Andryeyeva v. New York Health Care, Inc.*, 33 N.Y.3d 152 (2019)) (See Annexed Exhibits 3, 5). On May 20, 2025, Pro Se emailed GRSM to meet and confer on vacating DE [65], [88], which validated fraudulent NDAs but were denied for premature filing, not merits, with no response, prompting DE [196] (Shields recusal) and DE [198] (vacate DE [65], [88]) (See Annexed Exhibit 10).

From March to June 2025, Pro Se filed motions and letters (DE [190], [192], [193], [194], [196], [198]), including DE [192] (March 17, 2025, objection to DE [195], pending), ignored by Judge Balsara, while Defendants' extension (DE [185], [195]) was granted within days, setting a August 8, 2025, deadline (See Annexed Exhibits 7, 9). On July 1, 2025, Pro Se filed DE [200], pending, and DE [199], supported by Exhibits 3, 4, 5, and 6. On July 2, 2025, Judge Balsara denied

DE [199] hours after filing, without a briefing schedule, mischaracterizing it as a reconsideration, ignoring prior motions and evidence (See Annexed Exhibits 1, 2, 10, 11). On July 3, 2025, GRSM filed DE [201], requesting sanctions, violating *Sassower v. Field* (See Annexed Exhibit 12). Pro Se seeks guidance on filing ~6,000 pages and 249+ exhibits (DE [165], Exhibit 3), likely to increase due to FOIL/FOIA disclosures (See Annexed Exhibit 3).

III. Legal Standards

•**Recusal (28 U.S.C. § 455(a))**: A judge must recuse if impartiality is reasonably questioned, including bias or Pro Se Prejudicial Treatment. Recusal is warranted under 28 U.S.C. § 455(a), which mandates that a judge disqualify themselves if their impartiality might reasonably be questioned, including instances of bias or Prejudicial Treatment against Pro Se litigants, as affirmed in *Liteky v. United States*, 510 U.S. 540, 555 (1994), and supported by the Code of Conduct for US Judges, Canons 2A, 3A, and 3C.

•**Vacatur (FRCP Rule 60(b))**: Relief is warranted for mistake (60(b)(1)), fraud (60(b)(3)), voidness (60(b)(4)), or extraordinary circumstances (60(b)(6)). *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 244-45 (1944) (addressing fraud as grounds for vacatur). Emphasized the judiciary's commitment to upholding the integrity of the legal process and rectifying judgments compromised by fraud.

•**Declaratory Judgment (FRCP Rule 57)**: Allows renewed motions based on new evidence. Under FRCP Rule 57, permitting renewed motions when new evidence emerges. Similarly, a stay is appropriate under FRCP Rule 56(d) when discovery issues impede the presentation of essential facts critical to the case.

•**Stay (FRCP Rule 56(d))**: A stay is warranted if discovery issues prevent presenting essential facts.

•**Due Process:** Notice and a fair hearing are required. Due process, a fundamental tenet of justice, requires both notice and a fair hearing, as articulated in *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

•**Appeal Preservation:** Objections preserve appeal rights. To ensure appeal preservation, timely objections must be raised to safeguard appellate rights, pursuant to Federal Rule of Appellate Procedure 4(a), given the Plaintiff's self-represented status.

•**Pro Se Leniency:** Dictates that their filings be construed liberally, as established in *Erickson v. Pardus*, 551 U.S. 89, 94 (2007).

• **Sanctions:** Under 28 U.S.C. § 1927 are inapplicable to Pro Se non-attorneys (*Sassower v. Field*, 973 F.2d 75, 80 (2d Cir. 1992)). Under FRCP 11, sanctions require a showing of bad faith, defined as intentional misconduct, frivolous filings lacking factual or legal basis, or vexatious intent to harass or delay (*Chambers v. NASCO, Inc.*, 501 U.S. 32, 47 (1991); *Hedges v. Yonkers Racing Corp.*, 48 F.3d 1320, 1329 (2d Cir. 1995); *Oliveri v. Thompson*, 803 F.2d 1265, 1273 (2d Cir. 1986); *In re Pennie & Edmonds LLP*, 323 F.3d 86, 90 (2d Cir. 2003)). Bad faith is not presumed for pro se litigants, whose filings are construed liberally (*Erickson v. Pardus*, 551 U.S. 89, 94 (2007)), especially when supported by substantial evidence, as here (Exhibits 3, 4, 5, 6). Defendants' request for sanctions (DE [201]) must fail absent clear evidence of Plaintiff's intent to harass or delay, which is absent given the good-faith basis of her motions.

• **Evidence Consideration:** Courts must consider material evidence and binding authority. Obligates the Court to evaluate material evidence and binding authority, as underscored in *Van Buskirk v. United Grp. of Companies, Inc.*, 935 F.3d 49, 54 (2d Cir. 2019).

Collectively, these principles demand judicial impartiality, procedural fairness, and strict adherence to due process in resolving the matters at hand.

IV. Argument

A. Judge Bulsara Should Be Recused for Apparent Judicial Bias and Prejudicial Treatment against Pro Se Status

Judge Bulsara's hasty denial of DE [199] hours after filing on July 1, 2025, without a briefing schedule, while ignoring Pro Se's motions (DE [190], [192], [193], [194], [196], [198]) for months, including DE [192] pending since March 17, 2025, yet granting Defendants' extension (DE [185], [195]) within days, suggests favoritism, violating **Canon 2A** (avoiding impropriety), **Canon 3A** (fair and diligent performance), and **Canon 3C** (disqualification for questioned impartiality) (Exhibit 15).

This denies Pro Se's due process rights to a fair trial and evidence access, as unresolved discovery motions hinder her case (*Mullane*, 339 U.S. at 314). The mischaracterization of DE [199] as a reconsideration, despite new evidence and facts (Exhibits 3, 4, 5, 6) building on DE [65], [73], which were denied for premature filing, not merits (Exhibit 14), reflects a lack of diligence, creating procedural irregularity (See Annexed Exhibits 1, 2, 11, 14). Pro Se's motions are supported by evidence (Exhibits 3, 4, 5, 6), but ignored by the Court (*Van Buskirk*, 935 F.3d at 54).

GRSM's non-response to Pro Se's May 20, 2025, email to meet and confer on vacating DE [65], [88] (Exhibit 13) further evidences bias (See Annexed Exhibit 13). DE [190], [192], [193], [194], [196], [198], [199].

A pre-motion conference, oral argument, and briefing schedule for DE [190] (July 23, 2025; opposition August 6, 2025; reply August 13, 2025), DE [196] (July 30, 2025; opposition August 13, 2025; reply August 20, 2025), DE [198] (August 7, 2025; opposition August 21, 2025; reply August 28, 2025), and DE [199] (August 14, 2025; opposition August 28, 2025; reply September 4, 2025) are required, to be reviewed by another district judge.

B. Partial Granting of DE [200] Demonstrates Continued Bias

On July 7, 2025, Judge Bulsara's order partially granted DE [200], adopting Defendants' proposed 30-day extension for summary judgment briefing (DE [201]) while ignoring Pro Se's requests for a 60-day extension, status update on pending motions (DE [165], [190], [192], [193], [194], [196], [198]), leave to amend documents, and a briefing schedule. This selective relief, mirroring the Court's prompt granting of Defendants' extensions (DE [185], [195]) within days while ignoring Pro Se's motions for months (Exhibits 7, 9, 15), creates a reasonable appearance of bias under 28 U.S.C. § 455(a) and *Liteky v. United States*, 510 U.S. 540, 555 (1994). The 30-day extension is insufficient given the volume of evidence (~6,000 pages, 249+ exhibits, DE [165], Exhibit 3) and unresolved discovery motions (DE [192], pending since March 17, 2025), violating Pro Se's due process rights to a fair opportunity to present her case (*Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950)).

C. The Order Denying DE [199] Should Be Vacated Under FRCP Rule 60(b)

The order denying DE [199] (July 2, 2025) must be vacated under FRCP 60(b)(1), (3), (4), (6):

- **Mistake (60(b)(1)):** The Court mischaracterized DE [199] as a reconsideration rather than a Renewed Motion for Declaratory Judgment under FRCP 57, supported by new evidence (Exhibits 3, 4, 5, 6) and DE [200], building on DE [65], [73], which were denied for premature filing, not merits (Exhibit 14), ignoring *Van Buskirk v. United Grp. of Companies, Inc.*, 935 F.3d 49, 54 (2d Cir. 2019). Judge Brown's ruling (Exhibit 14) confirms Plaintiff successfully proved violations under 42 U.S.C. § 1981 and NYSHRL for hostile work environment and retaliatory termination, underscoring the error in dismissing DE [199] (See Annexed Exhibits 1, 2, 3, 4, 5, 6, 10, 14). DE [101], [199]. This mischaracterization, coupled with the Court's failure to address DE [199]'s new evidence and facts—such as the NYS Labor Standards Complaint (Exhibit 3) and Loft Legal Opinion (Exhibit 5) showing

NDA's unenforceability—demonstrates a lack of judicial diligence, compounded by the pattern of favoritism shown in the docket (Exhibit 15), where Defendants' extension (DE [185], [195]) was promptly granted while Pro Se's motions (DE [190], [192], [193], [194], [196], [198]) were ignored, prejudicing Plaintiff's ability to present her case (*Erickson v. Pardus*, 551 U.S. 89, 94 (2007)).

- **Fraud (60(b)(3))**: Defendants' fraud (forged signatures, Exhibit 4; false affidavits, DE [194], Pages 2-3) and GRSM's FRCP 11 violations, supported by the Legal Opinion (Exhibit 5), were ignored, as was GRSM's non-response to Pro Se's May 20, 2025, email to meet and confer on vacating DE [65], [88] (Exhibit 13) (*Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 244-45 (1944)). The Court's failure to address this fraud, despite Judge Brown's ruling upholding Plaintiff's claims of retaliatory termination (Exhibit 14), and the docket's evidence of favoritism (Exhibits 15, 16), prevented a fair adjudication of DE [199]. GRSM's non-responsiveness to the May 20, 2025, email, which cited the unenforceability of NDAs validated by DE [65], [88] (Exhibit 13), further indicates bad faith, as Defendants relied on fraudulent documents to justify Plaintiff's termination, undermining the integrity of the judicial process and warranting vacatur under FRCP 60(b)(3).

Furthermore, Defendants' request for sanctions in DE [201] (Exhibit 12) is baseless, as FRCP 11 requires proof of bad faith, defined as intentional misconduct, frivolous filings, or vexatious intent to harass or delay (*Chambers v. NASCO, Inc.*, 501 U.S. 32, 47 (1991); *Hadges v. Yonkers Racing Corp.*, 48 F.3d 1320, 1329 (2d Cir. 1995); *Oliveri v. Thompson*, 803 F.2d 1265, 1273 (2d Cir. 1986); *In re Pennie & Edmonds LLP*, 323 F.3d 86, 90 (2d Cir. 2003)).

Plaintiff's motions (DE [198], [199]) are supported by substantial evidence, including the NYS Labor Standards Complaint (Exhibit 3), forged signatures (Exhibit 4), Loft Legal Opinion (Exhibit 5), and Uzcategui Report (Exhibit 6), demonstrating a good-faith basis. As a pro se litigant,

Plaintiff's filings are entitled to leniency (Erickson v. Pardus, 551 U.S. 89, 94 (2007)), and there is no evidence of intent to harass or delay. Defendants' sanctions request is itself frivolous and retaliatory, reflecting their bad faith in failing to engage with Plaintiff's evidence and non-responsiveness (Exhibit 13), further supporting the need for vacatur and sanctions against Defendants under FRCP 37.

- **Voidness (60(b)(4)):** The denial of DE [199] without a briefing schedule or hearing, hours after filing on July 1, 2025, violates due process (Mullane v. Cent. Hanover Bank & Tr. Co., 339 U.S. 306, 314 (1950)) and SJB-MLR VI.C, Prejudicial Treatment against Pro Se status (Erickson, 551 U.S. at 94) (See Annexed Exhibits 1, 2, 11). This procedural irregularity, evidenced by the hasty denial timing (Exhibit 11) and the docket's pattern of ignoring Pro Se's motions while favoring Defendants (Exhibit 15), nullifies the order's validity, as it deprived Plaintiff of a fair opportunity to present new evidence (Exhibits 3, 4, 5, 6) building on claims upheld by Judge Brown (Exhibit 14). The Court's failure to adhere to SJB-MLR VI.C's requirement for a briefing schedule, especially given DE [199]'s reliance on new facts, renders the order void under FRCP 60(b)(4).

- **Extraordinary Circumstances (60(b)(6)):** The hasty denial of DE [199], ignoring DE [190], [192], [193], [194], [196], [198], including DE [192] pending since March 17, 2025, and Shields' orders (DE [65], [88]), hinders the factual record, causing prejudice (Hoffenberg v. Hoffman & Pollok, 296 F. Supp. 2d 504, 510 (S.D.N.Y. 2003)) (See Annexed Exhibits 1, 2, 9, 10). The Court's failure to consider DE [199]'s new evidence and facts (Exhibits 3, 4, 5, 6), which build on DE [65], [73] and align with Judge Brown's ruling confirming Plaintiff successfully proved violations under 42 U.S.C. § 1981 and NYSHRL for hostile work environment and retaliatory termination (Exhibit 14), exacerbates this prejudice by denying Pro Se a fair opportunity to present her case. The pattern of favoritism, evidenced by prompt action on Defendants' extension (DE [185], [195]) within days

while Pro Se's motions languished, as shown in the docket (Exhibit 15), constitutes an extraordinary circumstance warranting relief under FRCP 60(b)(6), as it undermines judicial fairness and due process (*Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950)). DE [190], [192], [194], [196], [198], [199].

D. DE [200] Should Be Granted as Pending Relief

DE [200], pending, requests adjournment, status update, leave to amend, and a briefing schedule, supported by ~6,000 pages and 249+ exhibits (DE [165], Exhibit 3), likely to increase (See Annexed Exhibits 3, 10). DE [200]. Granting DE [200] ensures due process, given the hasty DE [199] denial and ignored motions, including DE [192] pending since March 17, 2025 (See Annexed Exhibits 8, 9, 11). DE [200].

E. The Summary Judgment Deadline Should Be Stayed Under FRCP Rule 56(d)

A stay of the August 8, 2025, deadline (DE [195]) is warranted under FRCP 56(d), as unresolved discovery motions, including DE [192], have been pending since March 17, 2025, prevent Pro Se from presenting essential facts (*Erickson*, 551 U.S. at 94). Evidence (Exhibits 3, 4, 5, 6) supports claims (42 U.S.C. § 1981, NYSHRL, N.Y. Lab. Law § 170 et seq.) but was ignored (*Van Buskirk*, 935 F.3d at 54) (See Annexed Exhibits 3, 4, 5, 6, 7). DE [194], [195]. A 60-day extension is reasonable given the complexity of the case and the volume of evidence, as courts routinely grant such extensions to pro se litigants facing discovery delays (see, e.g., *Trejo v. United States*, 2020 WL 614977, at *2 (E.D.N.Y. Feb. 10, 2020)).

F. The Order Denying DE [199] Violates Due Process, Warranting Objection to Preserve Appeal Rights

The hasty denial of DE [199], mischaracterized as a reconsideration, without a briefing schedule or hearing, violates due process (*Mullane*, 339 U.S. at 314) and SJB-MLR VI.C, Prejudicial Treatment against Pro Se status (*Erickson*, 551 U.S. at 94) (See Annexed Exhibits 1, 2, 11).

The Court's failure to address motions, including DE [192], while responding to Defendants' filings (DE [185], [195]) suggests bias (See Annexed Exhibits 7, 9). DE [199]. This objection preserves appeal rights under Fed. R. App. P. 4(a).

G. Relief Sought in DE [194] Should Be Granted

DE [194]'s requests—vacate DE [195], disqualify GRSM for fraud and FRCP 11 violations, provide evidence instructions for ~6,000 pages and 249+ exhibits, set a briefing schedule for DE [199], and address discovery—must be granted (See Annexed Exhibit 8). DE [194]. GRSM's misconduct warrants disqualification (*Hempstead Video*, 409 F.3d 127).

NDAs are unenforceable (*Flores v. Lower E. Side Serv. Ctr.*, 4 N.Y.3d 363 (2005)) (See Annexed Exhibit 5). DE [165], Exhibit 3.

V. Conclusion

Pro Se requests a **pre-motion conference**, **oral argument**, and a **briefing schedule** for:

The Pro Se Plaintiff requests that:

DE [190] (filed July 23, 2025; opposition due August 6, 2025; reply due August 13, 2025),

DE [196] (filed July 30, 2025; opposition due August 13, 2025; reply due August 20, 2025),

DE [198] (filed August 7, 2025; opposition due August 21, 2025; reply due August 28, 2025),

DE [199] (filed August 14, 2025; opposition due August 28, 2025; reply due

September 4, 2025, will be reviewed by another District Judge.

Additionally, the Plaintiff seeks the recusal of Judge Bulsara and Magistrate Judge Shields, the granting of DE [200], vacatur of the order denying DE [199] and DE [195], a stay of the August 8, 2025, deadline, an objection to preserve appeal rights, the granting of DE [194]'s relief, rulings on DE [190], [192], [193], [196], [198], disqualification of GRSM, imposition of FRCP 37 sanctions, evidence filing instructions, discovery resolution, and case reassignment.

The Court's bias, as evidenced by its actions, violates SJB-MLR, due process, and judicial conduct standards (See Annexed Exhibits 1–17).

VI. Exhibit Index

Exhibit	Description	Relevance
1	SJB-MLR (January 2, 2025)	Shows procedural violations
2	SJB-MLR (April 21, 2025)	Shows procedural violations
3	NYS Labor Standards Complaint (June 8, 2025) Exhibit 3 - DE [199]	Supports NYLL violations; GRSM's FRCP 11 violations, Wrongful deprivation of employment, Lack of Legal Termination, among others
4	Forged Signatures (April 7, 2023) Exhibit 9 - Exhibit 3 - DE [199]	Supports fraud claims (N.Y. Penal Law § 170.10) – Intention to Deceit, Fraud on or upon the Court
5	Loft Legal Opinion (May 14, 2025) Exhibit 3 - DE [199]	Shows NDAs' unenforceability, Retaliation, Fraudulent Acts
6	Rebeca Uzcategui aka Lugo Report (November 21, 2018) DE [199] Exhibit 2	Corroborates Discrimination, Retaliation, and Disqualification Opposite Counsel violation FRCP 11
7	DE [195] (May 27, 2025)	Shows favoritism to Defendants
8	DE [194] (May 9, 2025)	Supports relief requests
9	Prior Motions (DE [190], [192], [193], [196], [198])	Shows ignored filings
10	DE [200] (July 1, 2025)	Pending relief requests

11	FTP Link Email (July 2, 2025)	Shows hasty denial timing
12	DE [201] (July 3, 2025)	Shows improper sanctions, no Bad Faith, Evidence supports violations FRCP 11, Fraud, Perjury, among others
13	Email to GRSM (May 20, 2025) Exhibit 10 - DE [198]	Shows non-responsiveness and bias, shielding the Defendants from Accountability
14	DE [199] Exhibit 3 - DE [30] Dated 09-30-2021 - H. District Judge Gary R. Brown Decision & Order	Shows that Plaintiff successfully established with laws, facts and evidence that Defendants violated Plaintiff's rights under 42 U.S.C. § 1981 and NYSHRL through a hostile work environment, evidence shows that "Plaintiff subjected to retaliatory adverse employment action, which ultimately led to her unlawful termination after reporting workplace misconduct"
15	Docket 20cv3361-SJB-AYS	Shows judicial bias and excessive favoritism
16	Dated July 7, 2025, Partial Order on Letter Motion DE [200]	Shows Judicial Bias
17	Dated July 7, 2025, Initial Notice of Request to Submit Electronic Evidence DE Pending	Shows Judicial Bias

WHEREFORE, Plaintiff respectfully requests that the court GRANT the relief requested within this motion, including the recusal, the granting of DE [200], vacatur of the order denying DE [199] and DE [195], a stay deadline August 8, 2025, an objection to preserve appeal rights, the granting of DE [194]'s relief, rulings on DE [190], [192], [193], [196], [198], disqualification of GRSM, imposition of FRCP 37 sanctions, evidence filing instructions, discovery resolution, and case reassignment, as well as such other and further relief that may be just and proper.

Respectfully submitted,

Date: July 8, 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

Word Count Certification: I certify that this memorandum contains 3,466 words, excluding caption, tables, and signature, and is compliant. (See Annexed Exhibits 1 and 2).

CC:

Magistrate Judge Anne Y. Shields via NYSCEF

Kukuu Minnah-Donkoh, Esq., Gordon Rees Scully Mansukhani, LLP via NYSCEF

EXHIBIT 7

*** Filed ***
02:25 PM, 10 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



**LETTER MOTION OBJECTION AND CLARIFICATION TO ORDER
DATED JULY 8, 2025**

Dear Hon. Judge Bulsara:

I, Lidia M. Orrego, Pro Se Plaintiff, respectfully submit this letter motion under FRCP 7(b), EDNY Local Rule 7.1, and Your Honor's Individual Practices, to object entirely to the Court's Order dated July 8, 2025 (entered 7/8/2025 at 7:26 PM EDT), which mischaracterizes my pending motions (Docket Entries [DE] 190, 192, 193, 196, 198, 199, 200) and threatens to restrict my ECF filing privileges, violating my constitutional right to due process under the Fifth and Fourteenth Amendments. DE [198] amends DE [197], both constituting a Notice of Motion to Vacate Orders (DE [87], [88]) under FRCP 60(b)(2), 60(b)(6), and 60(d)(3), seeking recusal of Magistrate Judge Anne Y. Shields under 28 U.S.C. §§ 144, 455, and addressing NDA unenforceability and false termination pretext.

I seek Clarification on the legal basis for threatening to restrict my ECF filing privileges, as this Court is fully aware that I am not doing anything wrong, having acted in good faith as a Pro Se litigant presenting substantial evidence that strongly supports my claims, yet this threat prevents me from presenting critical evidence, including the May 14, 2025 Legal Opinion and forged deposition signatures in DE [199], which debunk the fraudulent termination letter from Old Westbury LLC, a non-existent entity, dated November 27, 2018, violating my due process rights under the Fifth and Fourteenth Amendments. See Exhibit 1 (Docket 2:20-cv-03361-SJB-AYS, March 31, 2025); Exhibit 2 (DE [198], [199], June 18, 2025); Exhibit 6 (DE [198], Exhibit 10, May 20, 2025); Exhibit 7 (DE [30], September 30, 2021).

OBJECTION TO MISCHARACTERIZATION OF MOTIONS

The July 8, 2025, Order mischaracterizes my motions (DE [190], [192], [193], [196], [198], [199], [200]) as relitigating decided issues, denying them without addressing their merits. These motions **present new evidence and arguments** on Defendants' fraud, perjury, and retaliation. Defendants' gross violations of FRCP 11 through fraudulent misrepresentations, knowing I am correct, are strongly supported by facts, evidence, and law establishing wrongful termination, NDA unenforceability, and retaliation. DE [190] relies on November 2023 evidence, while DE [196], [198], [199], and [200] rely on May 14, 2025 evidence (Legal Opinion) and forged signatures in DE [199], seeking to vacate orders under FRCP 60(b)(2), 60(b)(6), and 60(d)(3). See Exhibit 2 (DE [190], [192], [193], [196], [198]); Exhibit 6 (DE [198], Exhibit 10, May 20, 2025); Exhibit 7 (DE [30], September 30, 2021).

•**DE [190] (Motion to Stay, Disqualify Counsel, Preliminary Injunction, filed March 13, 2025):** This motion seeks to stay the March 3, 2025 discovery order, disqualify GRSM for ethical violations, fraud, and perjury under FRCP 11, 65, Local Rules 1.4, 7.1, 83.1, 11.1, and NYRPC Rules 1.7, 1.9, 1.10, 3.3, 3.4, and requests injunctive relief, based on November 2023 evidence, not prior rulings. See Exhibit 2 (DE [190], March 13, 2025).

•**DE [192] (Objection to DE [191], filed March 17, 2025):** This objects to Defendants' bad-faith status report (DE [191]), violating due process by ignoring DE [190], and includes March 15, 2025 letters requesting criminal referral and legislation. It addresses new disputes, not relitigation. See Exhibit 2 (DE [192], March 17, 2025); Exhibit 4 (DE [200], July 1, 2025).

•**DE [193] (Status Update Request, filed March 26, 2025):** This seeks an update on DE [190], highlighting Defendants' FRCP 11 and ABA Rule (3.3, 8.4) violations via November 2023 evidence, a procedural request. See Exhibit 2 (DE [193], March 26, 2025).

•**DE [196], [198], [199] (Recusal and Vacatur Motions, filed June 17-18, 2025):** DE [198] amends DE [197], both seeking to vacate DE [87], [88] under FRCP 60(b)(2), 60(b)(6), 60(d)(3), and recusal of Judge Shields under 28 U.S.C. §§ 144, 455 for bias, based on May 14, 2025 Legal Opinion and forged signatures in DE [199], addressing NDA unenforceability and false pretext. See Exhibit 2 (DE [196], June 17, 2025; DE [198], June 18, 2025); Exhibit 6 (DE [198], Exhibit 10, May 20, 2025).

•**DE [200] (Adjournment Motion, filed July 1, 2025):** This requests a 60-day adjournment of the summary judgment schedule (due July 9, 2025; opposition August 13, 2025; reply September 3, 2025), citing May 14, 2025 evidence, DE [199] signatures, and hardships (relative's illness, financial strain). See Exhibit 4 (DE [200], July 1, 2025).

These motions rely on new evidence: DE [190] on November 2023, and DE [196], [198], [199], [200] on May 14, 2025, aligning with Judge Brown's September 30, 2021 Order (DE [30]), noting no warnings before termination, supporting my summary judgment success. See Exhibit 5 (DE [40], March 31, 2023); Exhibit 7 (DE [30], September 30, 2021).

OBJECTION TO THREAT TO RESTRICT ECF FILING PRIVILEGES

The Court's threat to restrict my ECF privileges, citing *Trivedi v. Gen. Elec. Co.*, No. 23-254, 2024 WL 3286663 (2d Cir. July 3, 2024), violates due process. As a Pro Se litigant, I am entitled to liberal construction and court access. See *Erickson v. Pardus*, 551 U.S. 89, 94 (2007). Unlike *Trivedi's* frivolous appeals, my motions present evidence of fraud, perjury, and tampering, including Old Westbury LLC's fraudulent letter and DE [199] signatures. See Exhibit 1 (Docket 2:20-cv-03361-SJB-AYS, March 31, 2025); Exhibit 2 (DE [198], [199], June 18, 2025). This threat blocks my claims under 42 U.S.C. § 1981, NYSHRL, and NYLL §§ 162, 190, 191, 195(1)(a), 195(5), 195(6), 196-b, 215, 652, and WCL § 50 et seq.

I request clarification on the legal basis for this threat. See Exhibit 5 (DE [40], March 31, 2023); Exhibit 7 (DE [30], September 30, 2021).

REQUEST FOR CLARIFICATION ON IGNORED MOTIONS

The Court's failure to address DE [194] (Pre-Motion Conference Request, filed May 9, 2025) and DE [192] (Objection to DE [191], filed March 17, 2025) violates due process. DE [194] seeks a conference to discuss vacating the summary judgment schedule due to May 14, 2025 evidence and DE [199] signatures. DE [192] objects to Defendants' bad-faith DE [191]. Defendants' DE [195] (filed May 23, 2025) was addressed on May 27, 2025, showing disparate treatment. See Exhibit 4 (DE [200], July 1, 2025).

Case 2:20-cv-03361-SJB-AYS Document 194 Filed 05/09/25 Page 1 of 8 PageID #: 7711

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

Lidia M. Orrego, Plaintiff,

v.

Kevin Knipfing a/k/a Kevin James, et al., Defendants.

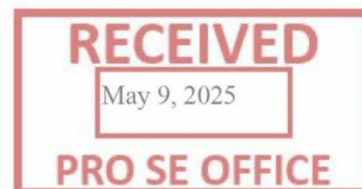
Case No. 20-cv-03361 (SJB)(AYS)

PRE-MOTION LETTER REQUESTING CONFERENCE FOR MOTIONS TO VACATE SUMMARY JUDGMENT SCHEDULING ORDER, STAY CASE, DISQUALIFY OPPOSING COUNSEL, PROVIDE EVIDENCE FILING INSTRUCTIONS, AND RENEW DECLARATORY JUDGMENT

Date: May 9, 2025

To: Hon. Sanket J. Bulsara, United States District Judge
United States District Court, Eastern District of New York
100 Federal Plaza, Central Islip, NY 11722

Dear Judge Bulsara,



***** Filed *****
09:59 AM, 09 May, 2025
U.S.D.C., Eastern District of New York

RECEIVED BY: JUDGE BULSARA, UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

DISPARATE TREATMENT COMPARED TO EVA MALLEK, PRO SE LITIGANT

I seek the same fair treatment as Pro Se litigants in *Mallek v. Allstate* (Case 1:17-cv-05949-KAM-SJB), *Joy v. CVTC* (Case 23-cv-11177), *Robinson v. De Niro et al.* (Case 1:19-cv-09156), and *Joy v. NYSHR et al.* (NYSCEF Index 100290-2025). In *Mallek v. Allstate*, Eva Mallek's conference and recusal requests were granted, and her summary judgment evidence supports a potential win. In *Joy v. CVTC*, *Robinson v. De Niro et al.*, and *Joy v. NYSHR et al.*, Pro Se motions were addressed without mischaracterization or threats.

See Exhibit 3 (Docket 1:17-cv-05949-KAM-SJB). My motions (DE [190], [192], [193], [194], [196], [198], [199], [200]) are denied or ignored, mischaracterized as frivolous, and subjected to inapplicable rules, violating due process. Mallek's "DENY, DELAY, DISTORT" describes this pattern, undermining my rights as a Pro Se litigant with evidence of fraud, NDA unenforceability, and false pretext.

See Exhibit 2 (DE [198], [199], June 18, 2025); Exhibit 6 (DE [198], Exhibit 10, May 20, 2025); Exhibit 7 (DE [30], September 30, 2021).

Case 1:17-cv-05949-KAM-SJB Document 102 Filed 08/04/20 Page 1 of 3 PageID #: 2938
Eva Mallek
6861 Yellowstone Blvd. • Forest Hills, NY 11375 • E-Mail: enm228@nyu.edu • 917-226-0802
#578

August 4, 2020

2020 AUG -4 AM 11:50

BY HAND

Honorable Kiyo A. Matsumoto
Honorable Sanket J. Magistrate Judge
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

CLERK
U.S. DISTRICT COURT
E.D.N.Y.
PETER HARRIS GROUP BOX

Re: *Eva Mallek v. Allstate Insurance, et al.*
Case No.: 17CV-05949-KAM-SJB

Dear Judge Matsumoto and Magistrate Judge Sanket:

To protect the dignity of the system and my right to a fair and prompt trial afforded by the 14th Amendment to the U.S. Constitution, I am reaffirming my request for your recusal and the recusal of the magistrate judge assigned to this case now more forcefully so in view of yesterday's opposition letter from the defendants to my original request dated July 27, 2020.

DENY, DISTORT, DELAY

RESERVATION OF RIGHT TO FILE SUMMARY JUDGMENT EVIDENCE

I reserve my right to file a summary judgment motion with evidence, including videos, pictures, recordings, and voice messages, to debunk the false pretext of my wrongful termination, pursuant to FRCP 56, which requires a showing that no genuine dispute of material fact exists and entitles me to judgment as a matter of law.

The Court's denial of a conference to discuss evidence presentation, as requested in DE [194], violates my due process rights under the Fifth and Fourteenth Amendments by hindering my ability to correctly file and authenticate critical evidence, such as forged deposition signatures in DE [199], text messages, and recordings, which demonstrate Defendants' fraud and the unenforceability of NDAs. Proper submission of this evidence, authenticated via affidavit or stipulation as required by FRCP 56(c)(4), is essential to my claims under 42 U.S.C. § 1981, NYSHRL, and NYLL, and its exclusion due to the lack of a conference undermines procedural fairness. See Exhibit 1 (Docket 2:20-cv-03361-SJB-AYS, March 31, 2025); Exhibit 2 (DE [199], June 18, 2025); Exhibit 6 (DE [198], Exhibit 10, May 20, 2025); Exhibit 5 (DE [40], March 31, 2023); Exhibit 7 (DE [30], September 30, 2021).

REQUEST FOR RELIEF

I request:

•**Clarification** on the legal basis for threatening to restrict my ECF filing privileges, as this Court knows that I am not doing anything wrong and the substantial evidence, including but not limited to the May 14, 2025 Legal Opinion and forged deposition signatures in DE [199], supports my claims of Defendants' fraud, NDA unenforceability, and false termination pretext, yet this Court denied this evidence in the July 8, 2025 Order, violating my due process rights under the Fifth and Fourteenth Amendments. See annexed Exhibits, 1, 2, 6, 10, 7.

• **A Pre-Motion Conference** to review DE [190], [192], [193], [194], [196], [198], [199], [200], establish a briefing schedule, and grant leave to file supplemental certifications for DE [190], [196], [198], [199] with leniency for Pro Se omissions, as these motions address new evidence (November 30, 2023 for DE [190]; May 14, 2025 for DE [196], [198], [199], [200]), not prior rulings, per FRCP 7(b) and Local Rule 7.1, consistent with *Mallek v. Allstate*, *Joy v. CVTC*, *Robinson v. De Niro et al.*, and *Joy v. NYSHR et al.*. See Exhibit 3; Erickson, 551 U.S. at 94.

I reserve all rights and thank the Court for its attention.

Respectfully submitted,

Dated: July 10, 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: 1495 words.

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 and mail.

All the parties registered in NYSCEF.

Attachments:

- **Exhibit 1:** Docket 2:20-cv-03361-SJB-AYS, Orrego v. Knipfing et al. (March 31, 2025).
- **Exhibit 2:** DE [190] (March 13, 2025), DE [192] (March 17, 2025), DE [193] (March 26, 2025), DE [196] (June 17, 2025), DE [198] (June 18, 2025) (Motions and Related Filings).
- **Exhibit 3:** Docket 1:17-cv-05949-KAM-SJB, Mallek v. Allstate.
- **Exhibit 4:** DE [200], Letter Motion for Adjournment (July 1, 2025).
- **Exhibit 5:** DE [40], Todd v. A Team Security Inc., Case 1:20-cv-01568-LDH-VMS (March 31, 2023).
- **Exhibit 6:** DE [198] Email to Vacate Order on DE [65], [88] (May 20, 2025).
- **Exhibit 7:** DE [30], Decision & Order by Hon. Gary R. Brown (September 30, 2021).

EXHIBIT 8

[Query](#) [Reports](#) [Utilities](#) [Help](#) [Log Out](#)

NPROSE, PROSENEF

U.S. District Court
Eastern District of New York (Central Islip)
CIVIL DOCKET FOR CASE #: 2:23-cv-06507-SJB-AYS

Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP et al

Assigned to: Judge Sanket J. Bulsara

Referred to: Magistrate Judge Anne Y. Shields

related Cases: [2:20-cv-03361-SJB-AYS](#)[2:25-cv-00736-SJB-AYS](#)[2:25-cv-00769-SJB-AYS](#)[2:24-cv-07247-SJB-AYS](#)

Cause: 18:1964 Racketeering (RICO) Act

Date Filed: 08/31/2023

Jury Demand: Plaintiff

Nature of Suit: 470 Racketeer/Corrupt

Organization

Jurisdiction: Federal Question

Date Filed	#	Docket Text
03/21/2025	41	AMENDED COMPLAINT against Jane Doe, John Doe, First Choice Evaluations LLC, Jason Hochfelder MD, Pasternack Tilker Weitz & Luxenberg LLP, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, Ginu Jacob, Esq., Sam Cohen, Esq., Joseph Mercurio, Esq., Andrew Ziemianski, Esq., Matthew Funk, Esq., Mariana Vizuite, Lewis Heller, Esq., filed by Lidia M. Orrego. (AMF) (Entered: 03/21/2025)
04/10/2025	42	Letter from Pro Se Litigant Lidia M. Orrego to Judge Bulsara, dated 4/10/25 Re: Subject: Acknowledgment of Amended Complaint and Waiver of Additional Service (GO) (Entered: 04/10/2025)
04/11/2025	43	Letter MOTION to Compel <i>that Counsel Accept Service and for New Scheduling Order</i> by Lidia M. Orrego. (AMF) (Entered: 04/11/2025)
04/11/2025	44	RESPONSE to Motion re 43 Letter MOTION to Compel <i>that Counsel Accept Service and for New Scheduling Order</i> filed by Pasternack Tilker Weitz & Luxenberg LLP, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP. (Biegel, Jason) (Entered: 04/11/2025)
04/15/2025		ORDER: The Court declines the request 44 of counsel for the appearing Defendants—Pasternack Tilker Ziegler Walsh Stanton & Romano, LLP and Pasternack Tilker Weitz & Luxenburg LL—to delay briefing on any motion to dismiss until conclusion of service on any new Defendant. As such, the Court adopts Plaintiff's proposed briefing schedule 43 for all appearing Defendants' motions to dismiss: Defendants must serve, but not file, their respective motions to dismiss by forwarding a copy to Plaintiff via physical mail and email and file proof of service upon Plaintiff on the docket by 6/20/2025 . Plaintiff must serve, but not file, her opposition to Defendants' respective motions to dismiss by forwarding a copy to Defendants' counsel via email by 7/21/2025 . Defendants' counsel must file proof of service of Plaintiff's opposition upon Defendants by 7/23/2025 . Defendants must serve their respective replies in further support of their motions to dismiss by forwarding a copy to Plaintiff via physical mail and email; file proof of service upon Plaintiff on the docket; file Defendants' respective moving papers in support of their motions to dismiss, Plaintiff's opposition, and Defendants' respective replies; and forward courtesy copies of each Memoranda of Law in support and opposition to the Court, all by 8/11/2025 . So Ordered by Judge Sanket J. Bulsara on 4/15/2025. (YEP) (Entered: 04/15/2025)
05/06/2025	45	MOTION for Leave to Proceed in forma pauperis , MOTION to Vacate , MOTION for Sanctions , MOTION for Extension of Time to File <i>Rule 4(m) Service Deadline</i> , MOTION to Compel <i>Defendants' Counsel to File Substitution Motion for deceased Defendant</i> by Lidia M. Orrego. (AMF) (Entered: 05/07/2025)

05/07/2025	46	RESPONSE to Motion re 45 MOTION for Leave to Proceed in forma pauperis MOTION to Vacate MOTION for Sanctions MOTION for Extension of Time to File <i>Rule 4(m) Service Deadline</i> MOTION to Compel <i>Defendants' Counsel to File Substitution Motion for deceased Defendant</i> filed by Pasternack Tilker Weitz & Luxenberg LLP, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP. (Biegel, Jason) (Entered: 05/07/2025)
05/08/2025	47	Letter MOTION for Extension of Time to File <i>Rule 4(m) service deadline from June 18, 2025, to July 18, 2025 and permission to proceed with my motion filed on May 6, 2025</i> by Lidia M. Orrego. (AMF) (Entered: 05/08/2025)
05/08/2025	48	AFFIDAVIT of Service for DE 47 - Letter Motion Requesting Extension of Time for Rule 4(M) Service Deadline, Permission To Proceed with Motion for Relief (DE 45) or For A Conference, and Reply To Defendants' Letter (DE 46) served on Stradley Ronon Stevens & Young, LLP, and Rivkin Radler LLP, filed by Lidia M. Orrego. (AMF) (Entered: 05/09/2025)
05/09/2025		ORDER: The Court denies Plaintiff Orrego's request 45 to vacate the Order from April 15, 2025, which granted an extension to the briefing schedule for Defendants' motions to dismiss. The deadlines in the briefing schedule will remain as previously ordered. As to Plaintiff's motion 47 filed May 8, 2025, the Court grants Plaintiff's request to proceed with her motion 45 filed May 6, 2025, but denies the request to reply to the response from Defendants Pasternack Tilker Weitz & Luxenberg LLP and Pasternack Tilker Ziegler Walsh Stanton & Romano LLP 46 . The Court respectfully refers all other matters in Plaintiff's requests—which concern pretrial management—for decision by Judge Shields. So Ordered by Judge Sanket J. Bulsara on 5/9/2025. (YEP) (Entered: 05/09/2025)
05/13/2025	49	RESPONSE to Motion re 45 MOTION for Leave to Proceed in forma pauperis MOTION to Vacate MOTION for Sanctions MOTION for Extension of Time to File <i>Rule 4(m) Service Deadline</i> MOTION to Compel <i>Defendants' Counsel to File Substitution Motion for deceased Defendant</i> filed by Pasternack Tilker Weitz & Luxenberg LLP, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP. (Biegel, Jason) (Entered: 05/13/2025)
05/13/2025	50	MOTION to Compel <i>U.S. Marshal Service, compelling Substitution, Sanctions</i> , MOTION for Extension of Time to File <i>Rule 4(m) Service Deadling</i> by Lidia M. Orrego. (AMF) (Entered: 05/13/2025)
05/14/2025		ORDER denying 45 Motion for Leave to Proceed in forma pauperis; deferring ruling on 45 Motion for Sanctions; granting 45 Motion for Extension of Time to File; deferring ruling on 45 Motion to Compel; granting 47 Motion for Extension of Time to File; deferring ruling on 50 Motion to Compel; granting 50 Motion for Extension of Time to File. Plaintiff's applications are GRANTED in part and DENIED in part. To the extent that Plaintiff seeks an order directing the U.S. Marshals Service to serve the summons and Amended Complaint on Defendants, the motion is DENIED. Similarly, Plaintiff's request to serve Defendants by cost-reducing methods is likewise DENIED. Therefore, Plaintiff shall serve the summons and Amended Complaint in accord with the Federal Rules of Civil Procedure. However, Plaintiff's request for an extension of time to July 18, 2025 to effectuate service of process is GRANTED. The Court defers ruling on Plaintiff's requests seeking sanctions on defense counsel and an order directing Defendants' counsel to file a suggestion of death/substitution motion for defendant Lewis Heller, until defense counsel has submitted opposition to the requests. In that regard, by May 30, 2025, defense counsel shall submit opposition, if any, to Plaintiff's request for sanctions and request for an order directing counsel to file a substitution motion for defendant Lewis Heller. So Ordered by Magistrate Judge Anne Y. Shields on 5/14/2025. (DM) (Entered: 05/14/2025)
05/28/2025	51	Letter MOTION for Reconsideration re Order on Motion for Leave to Proceed in forma pauperis,,,,,, Order on Motion to Vacate,,,,,, Order on Motion for Sanctions,,,,,, Order on Motion for Extension of Time to File,,,,,, Order on Motion to Compel,,,,,,,,,,,,,,,,,,,,, by Lidia M. Orrego. (GO) (Entered: 05/30/2025)
05/30/2025	52	AFFIDAVIT/DECLARATION in Opposition re 45 MOTION for Leave to Proceed in forma pauperis MOTION to Vacate MOTION for Sanctions MOTION for Extension of Time to File <i>Rule 4(m) Service Deadline</i> MOTION to Compel <i>Defendants' Counsel to File Substitution Motion for deceased Defendant</i> , 50 MOTION to Compel <i>U.S. Marshal Service, compelling Substitution, Sanctions</i> MOTION for Extension of Time to File <i>Rule 4(m) Service Deadling</i> filed by Pasternack Tilker Weitz & Luxenberg LLP, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP. (Attachments: # 1 Ex. 1)

		A - Email Correspondence Exchanged by the parties, # 2 Ex. B - Judge Kerrigan's Order sanctioning Ms. Orrego, # 3 Ex. C - October 30, 2024 letter to Judge Kerrigan and related Order, # 4 Ex. D - Ms. Orrego's April 14 email., # 5 Ex. E - Amended Complaint in the Legal Malpractice Action, # 6 Ex. F - Motion to Dismiss in the Legal Malpractice Action, # 7 Ex. G - April 4 letter to Judge Katsanos in the Legal Malpractice Action re Heller's death) (Wilck, David) (Entered: 05/30/2025)
05/30/2025	53	MEMORANDUM in Opposition re 45 MOTION for Leave to Proceed in forma pauperis MOTION to Vacate MOTION for Sanctions MOTION for Extension of Time to File <i>Rule 4(m) Service Deadline</i> MOTION to Compel <i>Defendants' Counsel to File Substitution Motion for deceased Defendant</i> , 50 MOTION to Compel <i>U.S. Marshal Service, compelling Substitution, Sanctions</i> MOTION for Extension of Time to File <i>Rule 4(m) Service Deadling</i> filed by Pasternack Tilker Weitz & Luxenberg LLP, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP. (Wilck, David) (Entered: 05/30/2025)
06/02/2025	54	REPLY to Response to Motion re 51 Letter MOTION for Reconsideration re Order on Motion for Leave to Proceed in forma pauperis,,,,,, Order on Motion to Vacate,,,,,, Order on Motion for Sanctions,,,,,, Order on Motion for Extension of Time to File,,,,,, Order on Motion to Compel,, filed by Lidia M. Orrego. (GO) (Entered: 06/02/2025)
06/03/2025	55	REPLY in Opposition re 54 Reply to Response to Motion, <i>and Request for Conference</i> filed by Pasternack Tilker Weitz & Luxenberg LLP, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP. (Wilck, David) Modified to add a motion for hearing on 6/4/2025 (LF). (Entered: 06/03/2025)
06/03/2025	56	REPLY in Opposition to 55 REPLY in Opposition re: 54 Reply to Response to Motion, and Request for Conference, filed by Lidia M. Orrego. (GO) (Entered: 06/03/2025)
06/03/2025	57	AFFIDAVIT of Service for 56 Reply served on Stradley Ronon Stevens & Young, LLP and Rivkin Radler LLP on 6/3/2025, filed by Lidia M. Orrego. (GO) (Entered: 06/03/2025)
06/13/2025	58	Letter MOTION for pre motion conference by Lidia M. Orrego. (GO) (Entered: 06/13/2025)
06/13/2025	59	Letter MOTION for Extension of Time to Complete Discovery <i>/Adjournment of the briefing schedule for Defendant's motion to dismiss</i> , by Lidia M. Orrego. (GO) (Entered: 06/13/2025)
06/13/2025	60	Letter <i>Request for a Conference concerning ECF Document Nos. 58 and 59</i> by Pasternack Tilker Weitz & Luxenberg LLP, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP (Biegel, Jason) Modified original letter entry into a motion on 6/16/2025 (LF). (Entered: 06/13/2025)
06/18/2025	61	Letter <i>confirming service of Motion to Dismiss</i> by Pasternack Tilker Weitz & Luxenberg LLP, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP (Attachments: # 1 Email to Plaintiff enclosing motion papers) (Biegel, Jason) (Entered: 06/18/2025)
06/18/2025	62	Letter <i>confirming service of motion to dismiss on plaintiff</i> by First Choice Evaluations LLC, Jason Hochfelder MD (Hamelsky, Andrew) (Entered: 06/18/2025)
06/18/2025	63	Letter from Lidia Orrego to Judge Bulsara dated 6/18/2025 Re: Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, et al., Case No. 23-cv-6507-SJB-AYE Second Letter-Motion to Affirm No Waiver of Pending Motions, Request Expedited Ruling on DE 59 , Seek Further Adjournment, and Address Excessive Favoritism and Gross Ethical Violations. (NF) (Entered: 06/20/2025)
06/19/2025	64	Notice of MOTION for Sanctions <i>And to Defer Motions to Dismiss Before District Judge Sanket J. Bulsara</i> by Lidia M. Orrego. (NF) (Entered: 06/20/2025)
06/23/2025		ORDER: The motion for adjournment of the briefing schedule for Defendants' motion to dismiss 59 is denied. So Ordered by Judge Sanket J. Bulsara on 6/23/2025. (YEP) (Entered: 06/23/2025)
06/24/2025	65	Letter MOTION for Reconsideration re Order on Motion for Extension of Time to Complete Discovery <i>/of Denial of Adjournment of Motion to Dismiss Briefing Schedule (DE 59)</i> by Lidia M. Orrego. (NF) (Entered: 06/24/2025)
06/24/2025	66	COPY OF 65 Letter MOTION for Reconsideration re Order on Motion for Extension of Time to Complete Discovery <i>/of Denial of Adjournment of Motion to Dismiss Briefing Schedule (DE 59)</i> by Lidia M. Orrego. (NF) (Entered: 06/24/2025)

07/01/2025	ORDER: Plaintiff's motion for reconsideration 65 is denied. Local Civil Rule 6.3 governs motions for reconsideration. It provides, "a notice of motion for reconsideration must be served within 14 days after the entry of the court's order being challenged. There must be served with the notice of motion a memorandum setting forth concisely the matters or controlling decisions which the moving party believes the court has overlooked." Reconsideration is "an extraordinary request that is granted only in rare circumstances, such as where the court failed to consider evidence or binding authority." <i>Van Buskirk v. United Grp. of Companies, Inc.</i>, 935 F.3d 49, 54 (2d Cir. 2019). "A motion for reconsideration should be granted only when the [moving party] identifies 'an intervening change of controlling law, the availability of new evidence, or the need to correct a clear error or prevent manifest injustice.'" <i>Kolel Beth Yechiel Mechil of Tartikov, Inc. v. YLL Irrevocable Tr.</i>, 729 F.3d 99, 104 (2d Cir. 2013) (quoting <i>Virgin Atl. Airways, Ltd. v. Nat'l Mediation Bd.</i>, 956 F.2d 1245, 1255 (2d Cir. 1992)). Plaintiff has failed to "point to controlling decisions or data that the court overlooked—matters, in other words, that might reasonably be expected to alter the conclusion reached by the court." <i>Id.</i> (quoting <i>Shrader v. CSX Transp., Inc.</i>, 70 F.3d 255, 257 (2d Cir. 1995)). (See Mem. of Law in Supp. of Pl.'s Letter Mot. for Reconsideration dated June 24, 2025, Dkt. No. 65). This case has been pending for some time, and has not moved past its initial stages. Resolving the motions to dismiss will not prejudice Plaintiff's ability to serve any of the remaining parties and continue to litigate against them. The reasons proffered for further delay are without merit. Accordingly, the motion for reconsideration 65 is denied. So Ordered by Judge Sanket J. Bulsara on 7/1/2025. (YEP) (Entered: 07/01/2025)
07/08/2025	ORDER denying 51 Motion for Reconsideration. Plaintiff's motion for reconsideration is denied. The Court affirms its previous orders denying Plaintiff's request for an order directing the U.S. Marshals Service to serve the summons and Amended Complaint on Defendants. Similarly, the Court affirms its previous order denying Plaintiff's request to serve Defendants by cost-reducing methods. So Ordered by Magistrate Judge Anne Y. Shields on 7/8/2025. (DM) (Entered: 07/08/2025)
07/08/2025	ORDER denying 45 Motion for Sanctions; denying 45 Motion to Compel; denying 50 Motion to Compel. Plaintiff's motion to compel substitution of Defendant Heller is DENIED. Plaintiff may move the Court to amend the complaint to reflect the proper party, or, as a party to this litigation, may move for substitution herself. Plaintiff's motion for sanctions is also DENIED. Plaintiff's conclusory allegations of bad faith do not constitute the granting of sanctions pursuant to Fed. R. Civ. Pro. 11 and 28 U.S.C. §1927. Additionally, <i>pro se</i> litigants are not entitled to recover sanctions in the form of costs for time spent litigating a dispute. So Ordered by Magistrate Judge Anne Y. Shields on 7/8/2025. (DM) (Entered: 07/08/2025)

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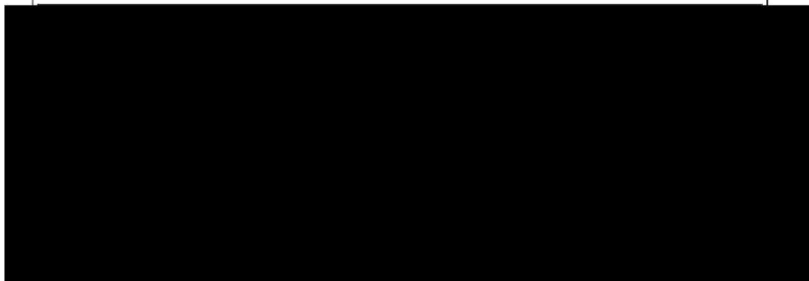


EXHIBIT 9

July 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: Orrego v Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, et al.,
 Case No. 23-cv-06507 (SJB)(AYS)**

Dear Judge Bulsara,

I am writing respectfully as a pro se litigant in the above-referenced case to inquire about my inability to access or view my Letter Motion to Vacate, docketed as DE [68], titled “*AMENDED LETTER MOTION AND OBJECTION FOR RELIEF UNDER FED. R. CIV.P. 60(b), 54(b), AND 25(a) TO VACATE THE JULY 1, 2025, ORDER (DE [65]), EXPEDITE SUBSTITUTION, AMEND CAPTION, ISSUE NEW SUMMONS, AND EXTEND RULE 4(m) SERVICE DEADLINE FOR AMENDED COMPLAINT (DE [41])*”.

As a party to this case, I expected to have access to my own filing through the Court’s Electronic Case Filing (ECF) system or other available means. However, I have been unable to view the document, and I am uncertain whether this is due to a technical issue, a restriction on access, or another reason. I respectfully request clarification regarding:

- The reason I do not have permission to view DE [68]; and
- Any steps I must take to obtain access to this filing

07/15/2025	68	Amended MOTION to Vacate DE 65 and expedite substitution, amend caption, issue new summons, and extend rule 4(m) deadline by Lidia M. Orrego. (JC) (Entered: 07/15/2025)
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You do not have permission to view this document.

I appreciate Your Honor's attention to this matter and your guidance in ensuring I can fully participate in the proceedings. Please advise if additional information or documentation is required to resolve this issue.

Respectfully submitted,

Dated: July 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) 453-2234

Email: liorrego@gmail.com

cc: All Parties (via ECF)

Magistrate Judge Anne Y. Shields (via ECF, for related motions)

Jason M. Biegel, Esq. (jason.biegel@rivkin.com)

David S. Wilck, Esq. (david.wilck@rivkin.com)

Rivkin Radler LLP, 926 RXR Plaza, Uniondale, NY 11556

Andrew I. Hamelsky, Esq. (ahamelsky@stradley.com)

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Stradley Ronon, 100 Park Avenue, Suite 2000, New York, NY 10017

EXHIBIT 3

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

-----X

Lidia M. Orrego,
Plaintiff,

v.

**Pasternack Tilker Ziegler Walsh Stanton &
Romano LLP, et al..**
Defendants.

-----X

Case No. 23-cv-06507 (SJB)(AYS)

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S LETTER MOTION AND
OBJECTION FOR RELIEF UNDER FED. R. CIV. P. 60(b), 54(b), AND 25(a) TO
VACATE THE JULY 1, 2025, ORDER (DE [65]), EXPEDITE SUBSTITUTION, AMEND
CAPTION, ISSUE NEW SUMMONS, AND EXTEND RULE 4(m) SERVICE DEADLINE
FOR AMENDED COMPLAINT (DE [41])**

Date: July 14, 2025
Rego Park, New York

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

Counsel for Defendants:

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Boyle v. United States, 556 U.S. 938 (2009)

Haines v. Kerner, 404 U.S. 519 (1972)

Joy v. Crime Victims Treatment Center, No. 23-cv-11177-MMG-SLC, 2025 WL 123456
(S.D.N.Y. Jan. 29, 2025)

Kemp v. United States, 142 S. Ct. 1856 (2022)

Kolel Beth Yechiel Mechil of Tartikov, Inc. v. YLL Irrevocable Tr., 729 F.3d 99 (2d Cir. 2013)

Mallek v. Allstate Indemnity Co., No. 17-cv-05949-KAM-SJB, 2019 WL 4687119 (E.D.N.Y.
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Matter of Kopolsky, 186 A.D.3d 71 (N.Y. App. Div. 2020)

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Schiavone v. Fortune, 477 U.S. 21 (1986)

Schwartz v. Liberty Mut. Ins. Co., 539 F.3d 135 (2d Cir. 2008)

United States v. Olano, 507 U.S. 725 (1993)

United States v. Taylor, 487 U.S. 326 (1988)

Zapata v. City of New York, 502 F.3d 192 (2d Cir. 2007)

Statutes and Rules

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28 U.S.C. § 1915(a)(1)

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Fed. R. Civ. P. 4(c)(3)

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Local Civil Rule 7.1

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I. PRELIMINARY STATEMENT

Plaintiff Lidia M. Orrego, Pro Se, objects to the July 1, 2025, order (DE [65]) in Case No. 23-cv-06507-SJB-AYS as entirely prejudicial, violating due process and equal protection by ignoring her June 13, 2025, pre-motion conference request (DE [58]) and financial hardship (\$40,197.95 debt, \$550–\$900 in service costs), per *Mallek v. Allstate Indemnity Co.*, No. 17-cv-05949-KAM-SJB, 2019 WL 4687119 (E.D.N.Y. Sept. 30, 2019). She moves under Fed. R. Civ. P. 60(b)(1) and (6) to vacate DE [65], expedite substitution of Dara Clarke, amend the caption, issue new summonses, establish a new Motion to Dismiss schedule, and extend the Rule 4(m) service deadline for the Amended Complaint (DE [41]). The order permits the prejudicial Motion to Dismiss (DE [61], filed June 18, 2025, by Defendants’ counsel David S. Wilck and Jason M. Biegel for Pasternack Tilker Ziegler Walsh Stanton & Romano LLP and Pasternack Tilker Weitz & Luxenberg LLP) before service of all Defendants, risking duplicative litigation in this RICO case (*Boyle v. United States*, 556 U.S. 938, 945 (2009)).

Alternatively, pursuant to Fed. R. Civ. P. 54(b), Plaintiff seeks revision of the interlocutory order (DE [65]) to correct clear errors and prevent manifest injustice, as the Court overlooked Defendants’ non-opposition to DE [59] (*United States v. Olano*, 507 U.S. 725, 733 (1993)), misapplied controlling authorities (*Haines v. Kerner*, 404 U.S. 519, 520 (1972); *Joy v. Crime Victims Treatment Center*, No. 23-cv-11177-MMG-SLC, 2025 WL 123456 (S.D.N.Y. Jan. 29, 2025)), and ignored counsel’s bad faith misrepresentation of deceased Defendant Lewis Heller (DE [52], NYSCEF Docs. 85, 89), prejudicing Plaintiff’s RICO claims (*Boyle v. United States*, 556 U.S. 938, 945 (2009)). Additionally, under Fed. R. Civ. P. 25(a)(1), Plaintiff moves to substitute Dara Clarke as Executrix of the Estate of Lewis L. Heller, as counsel’s acknowledgment

(DE [52], NYSCEF Docs. 85, 89) and the Court's failure to act sua sponte in DE [65] caused prejudicial delay, necessitating vacatur and expedited substitution.

It ignored controlling authorities, non-opposition to DE [59], Pro Se leniency, and delayed substitution of Dara Clarke. Defendants' counsel (Rivkin Radler LLP) misrepresented deceased Lewis Heller (died October 17, 2022) from November 20, 2024, to April 4, 2025, in bad faith to embarrass Plaintiff and the Court (DE [52]). The Court's failure to correct this sua sponte, instead requiring futile motions, protects counsel's misconduct and reflects bias in DE [65]. Magistrate Judge Shields' delay in ruling on motions and issuing summonses prejudiced Plaintiff since March 2023, necessitating an extension. Plaintiff seeks vacatur of DE [65], expedited substitution, amended caption, new summonses, service by a volunteer, dismissal of DE [61], a new Motion to Dismiss schedule, a conference (DE [58]), and an extension of the Rule 4(m) deadline to August 5, 2025. See annexed Exhibits 1, 3, 4, 5, 6.

II. FACTUAL AND PROCEDURAL BACKGROUND

Plaintiff, Pro Se, alleges RICO violations, Violation of Civil RICO (Racketeer Influenced and Corrupt Organizations) Act statute 18 U.S.C. 1964, which not only provides criminal penalties for racketeering charges but civil remedies as well. Forms of RICO violations in this case include but are not limited to Fraud, Obstruction of Justice, False Statements and Writings, Conspiracy to Commit Filing False Documents, Statements and Writings, Perjury, and Tampering with witnesses. See DE [41].

Plaintiff paid the \$405 filing fee in 2023 (DE [50]) but faces \$40,197.95 in debt, up from \$9,300 in 2020 (Case No. 20-cv-03361-SJB-AYS), and \$550–\$900 in service costs (DE [65]). Her current IFP affidavit shows inability to pay, supported by prior IFP grants (S.D.N.Y., Jan. 5, 2024,

Case No. 23-cv-11177-UA; N.Y. Sup. Ct., Mar. 11, 2025, Index No. 100290/2025), which were ignored (DE [25]). See annexed Exhibit 1.

Defendants' counsel (Rivkin Radler LLP) misrepresented deceased Lewis Heller (died October 17, 2022) from November 20, 2024, to April 4, 2025, and took inconsistent stances: in state court, they stipulated to substitute Dara Clarke (NYSCEF Doc. 85, May 30, 2025, Page 5) and proposed an order waiving service (NYSCEF Doc. 89, June 27, 2025, Pages 5–6), but in federal court (DE [52], May 30, 2025), opposed Plaintiff's motion to compel substitution under Fed. R. Civ. P. 25(a) (Page 1), agreeing to represent the estate only if the Court amended the caption (Paragraph 9, Page 3). See annexed Exhibits 3, 4, 5. The Motion to Dismiss (DE [61]) excludes Clarke despite waiver (DE [52], Page 3, Page ID #: 630), a procedural error.

Delays stem from Judge Azrack's stay in Case No. 20-cv-03361-SJB-AYS (post-November 29, 2023, DE [178]).

The July 1, 2025, order (DE [65]) ignored authorities, evidence, non-opposition (DE [63], [64]), and claimed non-service and substitution are not prejudicial, violating due process (*Boddie v. Connecticut*, 401 U.S. 371, 380 (1971)). See annexed Exhibits 1, 3, 4, 5, 6.

III. LEGAL STANDARDS

Fed. R. Civ. P. 60(b)(1) authorizes relief for judicial error (*Kolel Beth Yechiel Mechil of Tartikov, Inc. v. YLL Irrevocable Tr.*, 729 F.3d 99, 104 (2d Cir. 2013)). Rule 60(b)(6) permits relief for manifest injustice (*Kemp v. United States*, 142 S. Ct. 1856, 1860 (2022)).

Courts must rule on motions (*Schwartz v. Liberty Mut. Ins. Co.*, 539 F.3d 135, 148 (2d Cir. 2008)). Non-opposition waives objections (*United States v. Olano*, 507 U.S. 725, 733 (1993)). Pro Se pleadings are construed liberally (*Haines v. Kerner*, 404 U.S. 519, 520 (1972)).

Service must satisfy due process (*Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950)). Access to justice is a due process right (*Boddie*, 401 U.S. at 380).

RICO requires a cohesive enterprise (*Boyle v. United States*, 556 U.S. 938, 945 (2009)). Equal protection prohibits disparate treatment (*Adarand Constructors, Inc. v. Peña*, 515 U.S. 200, 224 (1995)). Judicial economy avoids piecemeal litigation (*Zapata v. City of New York*, 502 F.3d 192, 200 (2d Cir. 2007)).

Financial hardship justifies extensions (*Schiavone v. Fortune*, 477 U.S. 21, 30 (1986)).

Abuse of discretion occurs when a court’s decision is arbitrary, capricious, or unreasonable, exceeding judicial authority and prejudicing a party’s rights (*United States v. Taylor*, 487 U.S. 326, 336 (1988)).

IV. ARGUMENT

A. Prejudice from Premature Motion to Dismiss in RICO Civil Case

The Motion to Dismiss (DE [61]) is prejudicial, forcing duplicative litigation before service of all Defendants (Ginu Jacob, Sam Cohen, Joseph Mercurio, Andrew Ziemianski, Matthew Funk, Mariana Vizuite, Dara Clarke), undermining Plaintiff’s RICO claims, which require a unified enterprise (*Boyle*, 556 U.S. at 945). Partial rulings fragment the case, exhausting Plaintiff’s Pro Se resources against well-funded counsel, violating *Haines* (404 U.S. at 520). This inefficiency violates the Fed. R. Civ. P. 1, as noted in Case No. 20-cv-03361-SJB-AYS (July 11, 2025), where rulings were deemed to “move backwards.” Plaintiff’s diligent service efforts (DE [58], [63]) were dismissed, exacerbating prejudice. The Court’s claim that non-service is not prejudicial (DE [65]) ignores this harm, showing bias. See annexed Exhibit 2.

B. Clear Error and Overlooked Motions

The Court's denial of DE [59] constitutes clear error by ignoring unresolved motions (DEs [59], [63], [64]), including sanctions for counsel's misconduct and service issues, risking improper dismissal (Schwartz, 539 F.3d at 148). These motions address critical threshold issues, and their oversight in DE [65] prejudices Plaintiff's RICO claims, reflecting bias. See annexed Exhibit 2.

C. Lack of Opposition to DE [59] Constitutes Waiver

No party opposed DE [59] by the June 16, 2025, deadline under Local Civil Rule 6.1(b), as noted in DE [63] and DE [64], constituting a waiver supporting the motion's merits (Olano, 507 U.S. at 733). Defendants' premature filing of DE [61], [62] demonstrates bad faith, ignored by the Court in DE [65], warranting relief to prevent manifest injustice (Schwartz, 539 F.3d at 148). See annexed Exhibit 2.

D. Ignored Evidence of Financial Hardship and Counsel's Bad Faith Misrepresentation

The Court ignored Plaintiff's IFP affidavit (\$40,197.95 debt, \$550–\$900 service costs), relying on 2020 data (\$9,300, Case No. 20-cv-03361-SJB-AYS), violating 28 U.S.C. § 1915(a)(1) (Adkins v. E.I. Du Pont de Nemours & Co., 335 U.S. 331, 339 (1948); Potnick v. E. State Hosp., 701 F.2d 243, 244 (2d Cir. 1983)). Prior IFP grants (S.D.N.Y., Jan. 5, 2024, Case No. 23-cv-11177-UA; N.Y. Sup. Ct., Mar. 11, 2025, Index No. 100290/2025) were disregarded, showing bias in DE [65]. Counsel misrepresented deceased Heller until Plaintiff's Amended Complaint (DE [41]) forced disclosure, violating ethical rules (Matter of Kopolsky, 186 A.D.3d 71, 75 (N.Y. App. Div. 2020)). Their bad faith in DE [52], opposing substitution while agreeing in state court (NYSCEF Docs. 85, 89), aimed to embarrass Plaintiff and the Court, ignored by DE [65]. This aids Defendants' fraud (WCB Case G-2584330). See annexed Exhibits 1, 3, 4, 5.

E. Prejudice from Non-Service, Delayed Substitution, and Counsel's Inconsistent Stances

The Court's claim that non-service and delayed substitution are not prejudicial (DE [65]) is erroneous, showing bias. Non-service of Defendants (Jacob, Cohen, Mercurio, Ziemianski, Funk, Vizuite, Clarke) and delays from Judge Azrack's stay in Case No. 20-cv-03361-SJB-AYS (DE [178]) and counsel's bad faith in DE [52] obstruct RICO claims, risking dismissal (Fed. R. Civ. P. 4(m)). Counsel's waiver for Clarke (DE [52], Page 3, PageID #: 630) but refusal for others and state court cooperation (NYSCEF Docs. 85, 89) confirm bad faith, providing good cause to serve all Defendants. The Court's failure to expedite substitution sua sponte protects counsel's misconduct. See annexed Exhibits 3, 4, 5, 6.

FILED: QUEENS COUNTY CLERK 04/15/2025 11:59 AM INDEX NO. 714097/2024
 Case 2:25-cv-06507-SJB-AYS Document 64 Filed 06/02/25 Page 24 of 140 PageID
 NYSCEF DOC. NO. 80 #: 785 RECEIVED NYSCEF 04/15/2025

<https://www.dignitymemorial.com/obituaries/hewlett-ny/lewis-heller-10973161>



OBITUARY

Lewis Lon Heller

JUNE 13, 1946 - OCTOBER 17, 2022



IN THE CARE OF

Boulevard-Riverside Chapels

Lewis Lon Heller, age 76, of North Miami Beach, Florida passed away on Monday, October 17, 2022.

F. Tactic to Delay Case by Counsel and Court Prejudicing Plaintiff

Defendants' counsel's inconsistent positions in DE [52] (opposing substitution while consenting if the caption is amended) and state court (NYSCEF Docs. 85, 89, agreeing to substitution and waiving service) constitute a deliberate tactic to delay the case, prejudicing Plaintiff. In the state case, counsel stipulated to substitute Dara Clarke (NYSCEF Doc. 85, May 30, 2025, Page 5) and proposed an order waiving service (NYSCEF Doc. 89, June 27, 2025, Pages 5–6), resolving Plaintiff's pre-motion letters (April 15–17, 2025). In contrast, in the federal case (DE [52], May 30, 2025), counsel opposed Plaintiff's motion to compel substitution under Fed. R. Civ. P. 25(a) (Page 1), agreeing to represent the estate only if the Court amended the caption (Paragraph 9, Page 3), a defensive stance to delay and complicate the case. This inconsistency on the same date (May 30, 2025) suggests strategic maneuvering to exploit Plaintiff's Pro Se status. The Court's failure to expedite substitution sua sponte, despite counsel's consent in DE [52], renders a separate substitution motion unnecessary and reflects a coordinated effort to obstruct justice, as counsel misrepresented Heller's status for months. This tactic, ignored in DE [65], violates due process (Boddie, 401 U.S. at 380) and judicial duties of impartiality (Adarand, 515 U.S. at 224) and diligence (Taylor, 487 U.S. at 336), necessitating expedited substitution and an amended caption. See annexed Exhibits 3, 4, 5.

G. Unconscionable Delay by Magistrate Judge Shields Supporting Extension

Magistrate Judge Shields' failure to rule on Plaintiff's motions (DEs [45], [50], [56], [58]), fully submitted by June 2, 2023, in the "NOTICE OF MOTION FOR ORDER DIRECTING SERVICE BY U.S. MARSHAL UNDER RULE 4(c)(3), VACATING ORDER OF APRIL 15, 2025, COMPELLING DEFENDANTS' COUNSEL TO FILE SUBSTITUTION MOTION FOR DECEASED DEFENDANT, IMPOSING SANCTIONS, AND EXTENDING RULE 4(m)

SERVICE DEADLINE,” with the last letter filed June 13, 2025 (DE [58]), and the defective July 8, 2025, order failing to issue summonses by July 8, 2025, for all Defendants, including Dara Clarke despite counsel’s waiver (DE [52]), constitutes unconscionable delay. This delay, reflecting bias by favoring Defendants and ignoring Plaintiff’s hardship, violates judicial duties of impartiality (Adarand, 515 U.S. at 224), diligence (Taylor, 487 U.S. at 336), and due process (Mullane, 339 U.S. at 314; Boddie, 401 U.S. at 380; Haines, 404 U.S. at 520; Schwartz, 539 F.3d at 148), addressable under 28 U.S.C. § 1361. The delay has prejudiced the Plaintiff since March 2023, necessitating an extension of the Rule 4(m) deadline to August 5, 2025. See annexed Exhibits 3, 4, 5.

Substitution and Amended Caption by Rivkin Radler LLP, State Case

Dear Hon. Katsanos:

This office represents Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, Pasternack Tilker Weitz & Luxenberg LLP, and all other named Defendants in the above referenced matter (collectively, the “Pasternack Firm”). We write to notify the Court and Plaintiff Lidia M. Orrego that our office learned that Dara Clarke is the representative of the Estate of Defendant Lewis Heller, Esq. (“Heller”). Further, to the extent the caption of this action is amended to reflect the removal of Heller in favor of “Dara Clarke, as Executrix of the Estate of Lewis L. Heller” (“Clarke”), the undersigned’s office has been authorized to appear in this action on behalf of Clarke and to maintain the arguments set forth in connection with the motion to dismiss filed by the Pasternack Firm, Motion Sequence No. 001, which is presently pending before this Court.

WHEREAS, on May 30, 2025, counsel to the Pasternack Firm advised the Court and Plaintiff that Dara Clarke is the representative of the Estate of Heller and, to the extent that the caption is amended to substitute Heller in favor of “DARA CLARKE, AS EXECUTRIX OF THE ESTATE OF LEWIS L. HELLER” that counsel to the Pasternack Firm should appear in this action on behalf Ms. Clarke and maintain the arguments set forth by the Pasternack Firm in connection with Motion Sequence No. 001.

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for the respective parties herein that “DARA CLARKE, AS EXECUTRIX OF THE ESTATE OF LEWIS L. HELLER” shall be substituted for Defendant “LEWIS HELLER, ESQ.”, and that the caption shall be amended accordingly to:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
LIDIA M. ORREGO,

Plaintiff,

Index No. 714097/2024

-against-

PASTERNAK TILKER ZIEGLER WALSH STANTON
& ROMANO LLP, PASTERNAK TILKER WEITZ &
LUXENBERG LLP, EDGAR N. ROMANO, ESQ., GINU
JACOB, ESQ., ROCHELLE JEAN-BAPTISTE ESQ.,
SAM COHEN, ESQ., JOSEPH MERCURIO, ESQ.,
ANDREW ZIEMIANSKI, ESQ., MATTHEW FUNK,
ESQ., MATTHEW FUREY, ESQ., DARA CLARKE, AS
EXECUTRIX OF THE ESTATE OF LEWIS L. HELLER,
MARIANA VIZUETE, CORINA JIMENEZ, JOHN DOE,
JANE DOE,

Defendants.

-----X

Substitution and Amended Caption with Rivkin Radler LLP’s Bad Faith

Document	DE 52 (Federal Case)	NYSCEF Doc. 85 (State Case)	NYSCEF Doc. 89 (State Case)
Filing Date	May 30, 2025	May 30, 2025	June 27, 2025
Court	EDNY (2:23-cv-6507)	Queens Supreme (714097/2024)	Queens Supreme (714097/2024)
Substitution	Opposes motion to compel substitution in DE [58]; notifies Heller’s death April 4, 2025; agrees to represent Dara Clarke if court amends caption (Page 1, 2, 3).	Agrees to substitute Dara Clarke for Heller via stipulation; notifies death April 4, 2025 (Page 4, 5).	Reinforces substitution, waives service on Dara Clarke (Page 4, 5, 6).

Amended Caption	No specific caption; substitution contingent on court action (Page 3).	Rivkin Radler LLP requested SUBSTITUTION and Provides amended caption with Dara Clarke (Page 5): Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, Pasternack Tilker Weitz & Luxenberg LLP, Edgar N. Romano, Esq., Ginu Jacob, Esq., Rochelle Jean-Baptiste, Esq., Sam Cohen, Esq., Joseph Mercurio, Esq., Andrew Ziemianski, Esq., Matthew Funk, Esq., Matthew Furey, Esq., Dara Clarke, as Executrix of the Estate of Lewis L. Heller, Mariana Vizuete, Corina Jimenez, John Doe, Jane Doe.	Rivkin Radler LLP requested SUBSTITUTION and Provides amended caption with Dara Clarke (Page 5): Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, Pasternack Tilker Weitz & Luxenberg LLP, Edgar N. Romano, Esq., Ginu Jacob, Esq., Rochelle Jean-Baptiste, Esq., Sam Cohen, Esq., Joseph Mercurio, Esq., Andrew Ziemianski, Esq., Matthew Funk, Esq., Matthew Furey, Esq., Dara Clarke, as Executrix of the Estate of Lewis L. Heller, Mariana Vizuete, Corina Jimenez, John Doe, Jane Doe.
Rivkin Radler LLP's Bad Faith	- Delay: Disclosed Heller's death (October 17, 2022, per) on April 4, 2025, 29 months later (Page 2). No 2024 disclosure, suggesting misrepresentation. - Inconsistency: Opposes substitution in DE [58] (May 30, 2025) while agreeing in NYSCEF Doc. 85 (same date). - Court Encouragement/Prejudice: No ruling on sanctions motion (DE [41], [42]) by May 30, 2025, despite May 14, 2025, order (Page 1), allowing delay, increasing pro se plaintiff's costs.	- Delay: Listed Heller in November 20, 2024, motion (Page 4), 25 months after death; disclosed April 4, 2025 (Page 4), implying misrepresentation violating FRCP 11's candor principle. - Inconsistency: Agrees to substitution (May 30, 2025) only after filings in NYSCEF Docs. 79, 80, 82, 84 (April 15–17, 2025).	- Delay: Ignores November 20, 2024, misrepresentation; reaffirms April 4, 2025, disclosure (Page 3, 4), 29 months after death, violating FRCP 11's candor principle. - Inconsistency: Reinforces substitution (June 27, 2025) after NYSCEF Doc. 88 (June 25, 2025).

H. Procedural Error in Motion to Dismiss Excluding Dara Clarke Despite Waiver

Defendants failed to include Dara Clarke in the Motion to Dismiss (DE [61]) despite waiving service and requesting substitution (DE [52], Page 3, Page ID #: 630), a procedural error warranting voiding DE [61]. This omission, despite counsel's state court cooperation (NYSCEF Docs. 85, 89), prejudices Plaintiff's RICO claims, as Clarke's role is integral (Boyle, 556 U.S. at 945). The Court's failure to address this error in DE [65] violates due process (Boddie, 401 U.S. at 380), showing bias. See annexed Exhibits 3, 4, 5.

I. Denying Relief Violates Pro Se Due Process and Equal Protection Rights

Denying Plaintiff's June 13, 2025, conference request (DE [58]) and ignoring prior IFP grants (S.D.N.Y., Jan. 5, 2024, Case No. 23-cv-11177-UA; N.Y. Sup. Ct., Mar. 11, 2025, Index No. 100290/2025) violates due process and equal protection (Mallek, 2019 WL 4687119, at *3). The Court's bias, protecting counsel's bad faith and ignoring evidence, requires vacatur (Kemp, 142 S. Ct. at 1860). Joy v. Crime Victims Treatment Center granted service to a Pro Se plaintiff, supporting relief. See annexed Exhibits 1, 2.

V. CONCLUSION

The Court's errors and bias warrant: (1) vacatur of DE [65] under Fed. R. Civ. P. 60(b)(1) and (6) or revision under Fed. R. Civ. P. 54(b); (2) expedited substitution of Dara Clarke as Executrix of the Estate of Lewis L. Heller under Fed. R. Civ. P. 25(a)(1), as counsel's acknowledgment in DE [52] and state court filings (NYSCEF Docs. 85, 89) confirms her role, and the Court's failure to order substitution in DE [65] prejudiced Plaintiff's RICO claims; (3) amended caption; (4) issuance of new summonses by July 16, 2025; (5) service by a volunteer to reduce Plaintiff's costs given the Court's obstruction of access to justice by August 5, 2025; (6) dismissal of DE [61]; (7) a new Motion to Dismiss schedule (Defendants serve by August 6, 2025;

Plaintiff's opposition by September 17, 2025; Defendants' replies and ECF filing by October 15, 2025); (8) a conference per DE [58]; and (9) extension of the Rule 4(m) deadline to August 5, 2025.

Corrected Caption for New Summonses

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

LIDIA M. ORREGO,
Plaintiff,

v.

PASTERNAK TILKER ZIEGLER WALSH STANTON & ROMANO LLP,
PASTERNAK TILKER WEITZ & LUXENBERG LLP,
GINU JACOB, ESQ.,
SAM COHEN, ESQ.,
JOSEPH MERCURIO, ESQ.,
ANDREW ZIEMIANSKI, ESQ.,
MATTHEW FUNK, ESQ.,
DARA CLARKE, AS EXECUTRIX OF THE ESTATE OF LEWIS L. HELLER,
MARIANA VIZUETE,
FIRST CHOICE EVALUATIONS LLC,
JASON HOCHFELDER MD,
JOHN DOE, JANE DOE,
Defendants.

-----X

Address for Defendants: 118-35 Queens Blvd Suite 1725, Forest Hills, NY 11375

Summons:

GINU JACOB, ESQ.,
SAM COHEN, ESQ.,
JOSEPH MERCURIO, ESQ.,
ANDREW ZIEMIANSKI, ESQ.,
MATTHEW FUNK, ESQ.,
DARA CLARKE, AS EXECUTRIX OF THE ESTATE OF LEWIS L. HELLER,
MARIANA VIZUETE,
Address: 118-35 Queens Blvd Suite 1725, Forest Hills, NY 11375

Dated: July 14, 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

I, Lidia M. Orrego, certify that this Memorandum of Law contains 2699 words, excluding cover sheet, caption, table of contents, and signature block, in compliance with Local Civil Rule 7.1 and the Court's Individual Practices.

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

-----X

Lidia M. Orrego,
Plaintiff,

v.

**Pasternack Tilker Ziegler Walsh Stanton
& Romano LLP, et al.,**
Defendants.

Case No. 23-cv-06507 (SJB)(AYS)

-----X

ORDER

Upon Plaintiff Lidia M. Orrego's Letter Motion and Objection for Relief Under Fed. R. Civ. P. 60(b), 54(b), and 25(a), filed July 14, 2025, and supporting memorandum, it is hereby:

ORDERED that the motion is GRANTED as follows:

- The July 1, 2025, order (DE [65]) is vacated under Fed. R. Civ. P. 60(b)(1), 60(b)(6), and 54(b) for clear errors, manifest injustice, and bias, including ignoring authorities (*Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306 (1950); *Haines v. Kerner*, 404 U.S. 519 (1972); *Schwartz v. Liberty Mut. Ins. Co.*, 539 F.3d 135 (2d Cir. 2008); *United States v. Olano*, 507 U.S. 725 (1993); *Adarand Constructors, Inc. v. Peña*, 515 U.S. 200 (1995); *Zapata v. City of New York*, 502 F.3d 192 (2d Cir. 2007); *Schiavone v. Fortune*, 477 U.S. 21 (1986); *Joy v. Crime Victims Treatment Ctr.*, No. 23-cv-11177 (S.D.N.Y. Jan. 29, 2025)), financial hardship, defendants' non-opposition to DE [59], pro se leniency, and counsel's bad faith misrepresentation of deceased defendant Lewis Heller (DE [52], NYSCEF Docs. 85, 89), violating due process and equal protection (*Mallek v. Allstate Indemnity Co.*, No. 2:17-cv-05949-KAM-SJB, 2019 WL 4687119 (E.D.N.Y. Sept. 25, 2019)).

- The Court shall expedite substitution of Dara Clarke as Executrix of the Estate of Lewis L. Heller sua sponte under Fed. R. Civ. P. 25(a)(1) and amend the caption per DE [52] and NYSCEF Docs. 85, 89, to correct counsel's bad faith misrepresentation and delay tactic.
- The Court shall issue new summonses by July 16, 2025, with the corrected caption:

Corrected Caption for New Summonses
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

LIDIA M. ORREGO,
Plaintiff, Pro Se,

v.

PASTERNAK TILKER ZIEGLER WALSH STANTON & ROMANO LLP,
PASTERNAK TILKER WEITZ & LUXENBERG LLP,
GINU JACOB, ESQ.,
SAM COHEN, ESQ.,
JOSEPH MERCURIO, ESQ.,
ANDREW ZIEMIANSKI, ESQ.,
MATTHEW FUNK, ESQ.,
DARA CLARKE, AS EXECUTRIX OF THE ESTATE OF LEWIS L. HELLER,
MARIANA VIZUETE,
FIRST CHOICE EVALUATIONS LLC,
JASON HOCHFELDER MD,
JOHN DOE, JANE DOE,

Defendants.

-----X

Summons:

GINU JACOB, ESQ.,
SAM COHEN, ESQ.,
JOSEPH MERCURIO, ESQ.,
ANDREW ZIEMIANSKI, ESQ.,
MATTHEW FUNK, ESQ.,
DARA CLARKE, AS EXECUTRIX OF THE ESTATE OF LEWIS L. HELLER,
MARIANA VIZUETE,
Address: 118-35 Queens Blvd Suite 1725, Forest Hills, NY 11375

- Plaintiff will serve the Amended Complaint (DE [41]) by a volunteer person, by August 5, 2025, at 118-35 Queens Blvd., Forest Hills, NY 11375, for Defendants Ginu Jacob, Sam Cohen, Joseph Mercurio, Andrew Ziemianski, and Matthew Funk, as counsel waived service for Dara Clarke. However, Plaintiff will serve a copy to ensure compliance (DE [52]; Exhibit 3).

- Defendants' Motion to Dismiss (DE [61]) is voided due to the procedural error of excluding Dara Clarke despite consent service and substitution (DE [52], Page 3, Page ID #: 630; Exhibit 3), prejudicial in this RICO case (*Boyle v. United States*, 556 U.S. 938 (2009)).

- A new Motion to Dismiss schedule is set:

Action	Deadline
Service of Amended Complaint (DE [41])	August 5, 2025
Defendants Serve Motion to Dismiss	August 6, 2025
Plaintiff's Opposition Served via Email	September 17, 2025
Defendants' Replies and ECF Filing	October 15, 2025

- A pre-motion conference is scheduled for _____, per DE [58].

- The Rule 4(m) service deadline for the Amended Complaint (DE [41]) is extended to August 5, 2025, under 28 U.S.C. § 1361 (*Adarand, Taylor, Mullane*).

SO ORDERED

Dated: Central Islip, New York
[Date]_____

/s/ Sanket J. Bulsara
Hon. Sanket J. Bulsara
United States District Judge

EXHIBIT 11

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U.S. District Court
Eastern District of New York (Central Islip)
CIVIL DOCKET FOR CASE #: 2:24-cv-07247-SJB-AYS

Orrego v. Savitsky et al
Assigned to: Judge Sanket J. Bulsara
Referred to: Magistrate Judge Anne Y. Shields
related Cases: [2:20-cv-03361-SJB-AYS](#)
[2:23-cv-06507-SJB-AYS](#)
[2:25-cv-00736-SJB-AYS](#)
[2:25-cv-00769-SJB-AYS](#)

Date Filed: 11/27/2024
Jury Demand: Plaintiff
Nature of Suit: 890 Other Statutory Actions
Jurisdiction: Federal Question

Cause: 42:1983 Civil Rights Act

Date Filed	#	Docket Text
11/27/2024	1	COMPLAINT against All Defendants Was the Disclosure Statement on Civil Cover Sheet completed -No., filed by Lidia M. Orrego. (Attachments: # 1 Civil Cover Sheet) (DC) (Entered: 12/06/2024)
11/27/2024	2	MOTION for Leave to Proceed in forma pauperis by Lidia M. Orrego. (DC) (Entered: 12/06/2024)
11/27/2024	3	Pro Se Consent to Electronic Notification by Lidia M. Orrego (DC) (Entered: 12/06/2024)
12/06/2024	4	Clerk's Notice Re: Consent. A United States Magistrate Judge has been assigned to this case and is available to conduct all proceedings. In accordance with Rule 73 of the Federal Rules of Civil Procedure, Local Rule 73.1, the parties are notified that if all parties consent, the assigned Magistrate Judge is available to conduct all proceedings in this action including a (jury or nonjury) trial and to order the entry of a final judgment. Attached to this Notice is a blank copy of the consent form that should be filled out, signed and filed electronically only if all parties wish to consent. Any party may withhold its consent without adverse substantive consequences. Do NOT return or file the consent unless all parties have signed the consent. The form may also be accessed at the following link: https://img.nyed.uscourts.gov/files/forms/MJConsentForm.pdf (DC) (Entered: 12/06/2024)
12/06/2024	5	Notice of Related Cases: 20-cv-3361-JMA-AYS and 23-cv-6507-JMA-AYS The Civil Cover Sheet filed in this civil action indicates a related case. (DC) (Entered: 12/06/2024)
12/17/2024	6	MEMORANDUM & ORDER: Presently before the Court is pro se Plaintiff Lidia Orrego's application to proceed in forma pauperis ("IFP"). (ECF No. 2 .) As explained below, Plaintiff's financial status does not qualify her to commence this action without payment of the filing fee. See 28 U.S.C. § 1915(a)(1). Accordingly, Plaintiff's application to proceed IFP is DENIED. Plaintiff is directed to pay the \$405.00 filing fee by January 30, 2025 , for this case to proceed. The Court certifies pursuant to 28 U.S.C. § 1915(a)(3) that any appeal from this Memorandum & Order would not be taken in good faith and therefore IFP status is denied for the purpose of any appeal. Coppedge v. United States, 369 U.S. 438, 444-45 (1962). The Clerk of the Court is directed to mail a copy of this Order to the pro se Plaintiff at her address of record and to note such mailing on the docket. SEE ATTACHED ORDER for details. So Ordered by Judge Joan M. Azrack on 12/17/2024. c/m (LC) (Entered: 12/17/2024)
12/19/2024		Email Notification Test - DO NOT REPLY. (LC) (Entered: 12/19/2024)
01/30/2025	7	CIVIL FILING FEE: \$405.00, receipt number 100018992. (AMF) (Entered: 02/03/2025)

01/31/2025		Case reassigned to Judge Sanket J. Bulsara. Judge Joan M. Azrack no longer assigned to the case. Please download and review the Individual Practices of the assigned Judges, located on our website . Attorneys are responsible for providing courtesy copies to judges where their Individual Practices require such. (LF) (Entered: 01/31/2025)
02/07/2025	8	Summons Issued as to Old Westbury LLC, Steve Savitsky. (AMF) (Entered: 02/10/2025)
02/12/2025	9	Notice of Related Case: 25-cv-00736 The Case was directly assigned as a related Pro Se/Habeas Case. (KS) (Entered: 02/12/2025)
02/14/2025	10	Notice of Related Case: 25-cv-00769 The Case was directly assigned as a related Pro Se/Habeas Case. (KS) (Entered: 02/14/2025)
04/02/2025	11	MOTION for Extension of Time to File <i>to Serve Defendants</i> by Lidia M. Orrego. (AMF) (Entered: 04/03/2025)
04/04/2025		ORDER: The motion for extension of time to effectuate service of process 11 is granted. Plaintiff is directed to effectuate service of process on Defendant by 5/05/2025 . So Ordered by Judge Sanket J. Bulsara on 4/4/2025. (YEP) (Entered: 04/04/2025)
04/17/2025	12	Letter from pro se litigant, Lidia M. Orrego RE: Clarification on Granted 11 Motion for Extension. (AMF) (Entered: 04/17/2025)
04/27/2025	13	AMENDED COMPLAINT against Jane Doe, John Doe, Old Westbury LLC, Steve Savitsky, filed by Lidia M. Orrego. (AMF) (Entered: 04/28/2025)
05/05/2025	14	Letter MOTION to Compel <i>for Service by U.S. Marshal or Alternative Service</i> by Lidia M. Orrego. (AMF) (Entered: 05/05/2025)
05/06/2025		ORDER granting in part and denying in part 14 Motion to Compel. Plaintiff's application is GRANTED in part and DENIED in part. To the extent that Plaintiff seeks an order directing the U.S. Marshals Service to serve the summons and Amended Complaint on Defendants, the motion is DENIED. Similarly, Plaintiff's request to serve Defendants by cost-reducing methods is likewise DENIED. The Court notes that on December 17, 2024, Plaintiff's application to proceed in forma pauperis ("IFP") was denied. Therefore, Plaintiff shall serve the summons and and Amended Complaint in accord with the Federal Rules of Civil Procedure. However, Plaintiff's request for a 30 day extension of time to effectuate service of process is GRANTED. So Ordered by Magistrate Judge Anne Y. Shields on 5/6/2025. (DM) (Entered: 05/06/2025)
05/18/2025	15	AMENDED COMPLAINT against Jane Doe, John Doe, Old Westbury LLC, Steve Savitsky, filed by Lidia M. Orrego. (AMF) (Entered: 05/19/2025)
05/19/2025	16	MOTION for Reconsideration re 6 Order on Motion for Leave to Proceed in forma pauperis, and Order on Motion to Compel by Lidia M. Orrego. (AMF) Modified docket text on 5/20/2025 (AMF). (Entered: 05/20/2025)
05/27/2025		ORDER re 16 MOTION for Reconsideration re 6 Order on Motion for Leave to Proceed in forma pauperis,,, Order on Motion to Compel,,, filed by Lidia M. Orrego. Upon reconsideration, the Court affirms its prior ruling denying Plaintiff's request for an order directing the U.S. Marshals Service to serve the Summons and Amended Complaint on Defendants, as well as the denial of Plaintiff's request to serve Defendants by cost-reducing methods. However, Plaintiff's new request for the issuance of new Summons based on new evidence identifying Defendant's addresses is GRANTED. Additionally, Plaintiff's request for a 30-day extension of time from the issuance of the new summons to serve the Summons and Third Amended Complaint is likewise GRANTED. So Ordered by Magistrate Judge Anne Y. Shields on 5/27/2025. (DM) (Entered: 05/27/2025)
05/28/2025	17	Summons Reissued as to Old Westbury LLC and Steve Savitsky. (LF) (Entered: 05/28/2025)
06/10/2025	18	Letter from Pro Se Litigant to Pro Se Office dated June 10, 2025 Re: I am writing as a pro se plaintiff in the above-referenced case to confirm that I have not received the original summons issued on May 28, 2025 (DE 17 , Case No. 24-cv-07247-SJBAYS). (GO) (Entered: 06/10/2025)
06/10/2025	19	Summons Reissued as to Old Westbury LLC, Steve Savitsky. (HM) (Entered: 06/10/2025)

06/10/2025		ORDER: The motion for reconsideration of the denial of Plaintiff's application to proceed <i>in forma pauperis</i> ("IFP") 16 is denied. Plaintiff's finances have not substantially changed so as to warrant IFP status. <i>See Wrenn v. Benson</i> , 490 U.S. 89, 92 (1989); (<i>see also</i> Order dated June 10, 2025, <i>Orrego v. Kerrigan</i> , No. 25-CV-736 (E.D.N.Y.), Dkt. No. 11; Order dated June 10, 2025, <i>Orrego v. Wilson</i> , No. 25-CV-769 (E.D.N.Y.), Dkt. No. 6). So Ordered by Judge Sanket J. Bulsara on 6/10/2025. (YEP) (Entered: 06/10/2025)
06/10/2025	20	AMENDED COMPLAINT <i>FOURTH</i> against Jane Doe, John Doe, Old Westbury LLC, Steve Savitsky, filed by Lidia M. Orrego. (GO) (Entered: 06/11/2025)
06/10/2025	21	APPEAL OF MAGISTRATE JUDGE DECISION to District Court Re: 5/27/2025 Order, by Lidia M. Orrego (GO) (Entered: 06/11/2025)
06/12/2025	22	Letter MOTION to Compel <i>/Request to Correct Docket Entry Description DE 21</i> , by Lidia M. Orrego. (GO) (Entered: 06/12/2025)
06/22/2025	23	Notice of MOTION to Vacate Order on Motion for Reconsideration., <i>RENEW APPLICATION FOR IN FORMA PAUPERIS STATUS, AUTHORIZE SERVICE, AND EXTEND TIME TO SERVE</i> by Lidia M. Orrego. (NF) (Entered: 06/23/2025)
06/27/2025	24	Letter from Lidia Orrego to Judge Bulsara dated 6/26/2025 in Re: Supplemental Letter Motion to Amend DE 23 . (NF) (Entered: 06/27/2025)
06/27/2025	25	COPY OF 24 Letter from Lidia Orrego to Judge Bulsara dated 6/26/2025 in Re: Supplemental Letter Motion to Amend DE 23 . (NF) (Entered: 06/27/2025)
07/11/2025	26	Letter MOTION for Extension of Time to File (<i>To Serve the Fourth Amended Complaint, etc.</i>) by Lidia M. Orrego. (NF) (Entered: 07/11/2025)
07/13/2025		ORDER granting 26 Motion for Extension of Time to File. Plaintiff's request for a 30-day extension of time to serve the Summons and Fourth Amended Complaint is GRANTED. So Ordered by Magistrate Judge Anne Y. Shields on 7/13/2025. (DM) (Entered: 07/13/2025)

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EXHIBIT 12

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CLOSED,DJI,NPROSE,PROSENEF

U.S. District Court
Eastern District of New York (Central Islip)
CIVIL DOCKET FOR CASE #: 2:25-cv-00736-SJB-AYS

Orrego v. Kerrigan et al
Assigned to: Judge Sanket J. Bulsara
Referred to: Magistrate Judge Anne Y. Shields
related Cases: [2:20-cv-03361-SJB-AYS](#)
[2:23-cv-06507-SJB-AYS](#)
[2:24-cv-07247-SJB-AYS](#)
[2:25-cv-00769-SJB-AYS](#)

Date Filed: 02/03/2025
Date Terminated: 07/02/2025
Jury Demand: Plaintiff
Nature of Suit: 440 Civil Rights: Other
Jurisdiction: Federal Question

Cause: 42:1983 Civil Rights Act

Date Filed	#	Docket Text
02/03/2025	1	COMPLAINT against Robert J. Anello Esq., Carmine Baldi III, Jason M. Biegel Esq., Justice Tracy Catapano-Fox, Angela Criscuolo Esq., Jane Doe, John Doe, Jorge Dopico Esq., Bruce R. Friedrich Esq., Roseann Geiger, Igor Gendler, Dorian R. Glover Esq., Democleia P. Gottesman MD, Justice Kevin J. Kerrigan, Kally Konstantinidis Esq., John Krajewski Esq., Charles E. Kutner Esq., Vladimir Morgovsky MD, Peter Hays Paterniti Esq., Abigail Reardon Esq., Robert H. Tembeckjian, Jonathan M. Waldauer Esq., David S. Wilck Esq., Preston L. Winters MD Was the Disclosure Statement on Civil Cover Sheet completed -NO., filed by Lidia M. Orrego. (Attachments: # 1 Civil Cover Sheet) (KS) (Entered: 02/11/2025)
02/03/2025	2	MOTION for Leave to Proceed in forma pauperis by Lidia M. Orrego. (KS) (Entered: 02/11/2025)
02/03/2025	3	Pro Se Consent to Electronic Notification by Lidia M. Orrego (KS) (Entered: 02/11/2025)
02/11/2025	4	Clerk's Notice Re: Consent. A United States Magistrate Judge has been assigned to this case and is available to conduct all proceedings. In accordance with Rule 73 of the Federal Rules of Civil Procedure, Local Rule 73.1, the parties are notified that if all parties consent, the assigned Magistrate Judge is available to conduct all proceedings in this action including a (jury or nonjury) trial and to order the entry of a final judgment. Attached to this Notice is a blank copy of the consent form that should be filled out, signed and filed electronically only if all parties wish to consent. Any party may withhold its consent without adverse substantive consequences. Do NOT return or file the consent unless all parties have signed the consent.The form may also be accessed at the following link: https://img.nyed.uscourts.gov/files/forms/MJConsentForm.pdf (KS) (Entered: 02/11/2025)
02/12/2025	5	Notice of Related Case: 20-cv-03361, 23-cv-06507, 24-cv-07247 The Civil Cover Sheet filed in this civil action indicates a related case. (KS) (Entered: 02/12/2025)
02/14/2025	6	Notice of Related Case: 25-cv-00769 The Case was directly assigned as a related Pro Se/Habeas Case. (KS) (Entered: 02/14/2025)
02/14/2025	7	NOTICE of Appearance by Jason M. Biegel on behalf of Jason M. Biegel Esq., David S. Wilck Esq. (aty to be noticed) (Biegel, Jason) (Entered: 02/14/2025)
02/14/2025	8	NOTICE of Appearance by David Stephen Wilck on behalf of Jason M. Biegel Esq., David S. Wilck Esq. (aty to be noticed) (Wilck, David) (Entered: 02/14/2025)
02/14/2025	9	Letter MOTION for pre motion conference by Jason M. Biegel Esq., David S. Wilck Esq.. (Wilck, David) (Entered: 02/14/2025)
02/18/2025	10	RESPONSE in Opposition re 9 Letter MOTION for pre motion conference filed by Lidia M. Orrego. (AMF) (Entered: 02/18/2025)

06/10/2025	<u>11</u>	ORDER: For the reasons explained in the attached Order, Plaintiff's motion for leave to proceed <i>in forma pauperis</i> <u>2</u> is denied. Orrego is directed to pay the \$405 filing fee by 6/24/2025, or this action will be dismissed without prejudice. The Court certifies pursuant to 28 U.S.C. § 1915(a)(3) that any appeal from this Order would not be taken in good faith and therefore IFP status is denied for the purpose of any appeal. <i>Coppedge v. United States</i>, 369 U.S. 438, 444–45 (1962). So Ordered by Judge Sanket J. Bulsara on 6/10/2025. (YEP) (Entered: 06/10/2025)
06/28/2025	<u>12</u>	Notice of MOTION to Vacate <u>11</u> Order on Motion for Leave to Proceed in forma pauperis., by Lidia M. Orrego. (NF) Modified to correct file date on 6/30/2025 (NF). (Entered: 06/30/2025)
07/02/2025		ORDER: Plaintiff's motion for vacatur <u>12</u> of the Court's Order <u>11</u> dated June 10, 2025, denying Plaintiff's motion for leave to proceed <i>in forma pauperis</i>, is in essence a motion for reconsideration of the Order. The motion is denied. Local Civil Rule 6.3 governs motions for reconsideration. It provides, "a notice of motion for reconsideration must be served within 14 days after the entry of the court's order being challenged. There must be served with the notice of motion a memorandum setting forth concisely the matters or controlling decisions which the moving party believes the court has overlooked." Reconsideration is "an extraordinary request that is granted only in rare circumstances, such as where the court failed to consider evidence or binding authority." <i>Van Buskirk v. United Grp. of Companies, Inc.</i>, 935 F.3d 49, 54 (2d Cir. 2019). "A motion for reconsideration should be granted only when the [moving party] identifies 'an intervening change of controlling law, the availability of new evidence, or the need to correct a clear error or prevent manifest injustice.'" <i>Kolel Beth Yechiel Mechil of Tartikov, Inc. v. YLL Irrevocable Tr.</i>, 729 F.3d 99, 104 (2d Cir. 2013) (quoting <i>Virgin Atl. Airways, Ltd. v. Nat'l Mediation Bd.</i>, 956 F.2d 1245, 1255 (2d Cir. 1992)). Plaintiff has failed to "point to controlling decisions or data that the court overlooked--matters, in other words, that might reasonably be expected to alter the conclusion reached by the court." <i>Id.</i> (quoting <i>Shrader v. CSX Transp., Inc.</i>, 70 F.3d 255, 257 (2d Cir. 1995)). (See Mem. of Law in Supp. of Mot. for Relief from Order and to Vacate dated June 28, 2025, Dkt. No. 12). The date by which the Court directed the filing fee to be paid has passed, and Plaintiff has not paid the fee as ordered. The fee had to be paid by 6/24/2025, (see Order dated June 10, 2025), and it was not. Accordingly, the Clerk of Court is directed to close this case. So Ordered by Judge Sanket J. Bulsara on 7/2/2025. (YEP) (Entered: 07/02/2025)
07/02/2025		Civil Case Terminated pursuant to 7/2/2025 Order. Case Closed. (NF) (Entered: 07/15/2025)

PACER Service Center

Transaction Receipt

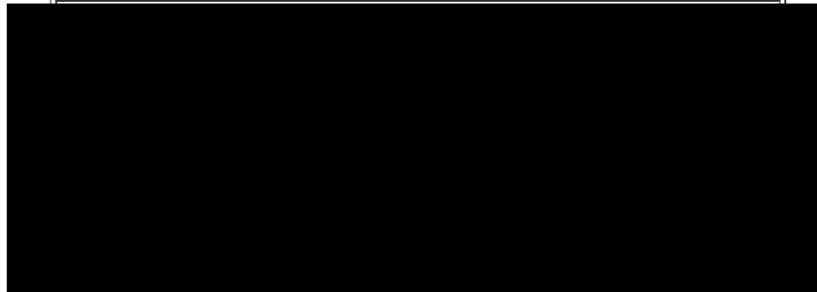


EXHIBIT 13

[Query](#) [Reports](#) [Utilities](#) [Help](#) [Log Out](#)

CLOSED,DJI,NPROSE,PROSENEF

U.S. District Court
Eastern District of New York (Central Islip)
CIVIL DOCKET FOR CASE #: 2:25-cv-00769-SJB-AYS

Orrego v. Wilson et al
Assigned to: Judge Sanket J. Bulsara
Referred to: Magistrate Judge Anne Y. Shields
related Cases: [2:20-cv-03361-SJB-AYS](#)
[2:23-cv-06507-SJB-AYS](#)
[2:24-cv-07247-SJB-AYS](#)
[2:25-cv-00736-SJB-AYS](#)

Date Filed: 02/03/2025
Date Terminated: 07/02/2025
Jury Demand: Plaintiff
Nature of Suit: 440 Civil Rights: Other
Jurisdiction: Federal Question

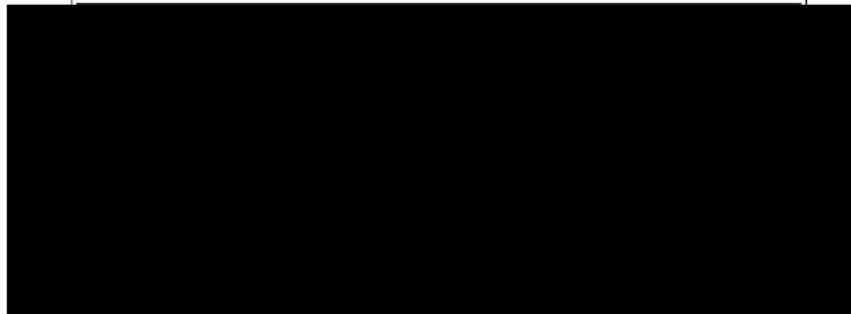
Cause: 42:1983 Civil Rights Act

Date Filed	#	Docket Text
02/03/2025	1	COMPLAINT against Sharon A.M. Aarons, Colin Bentick, Christine M. Clark, Steven A. Crain, Heather Davis, Jane Doe, John Doe, John C. Egan Jr., Lisa M. Fisher, Freida Foster, Elizabeth A. Garry, Judge Barry Greenberg, Adrienne A. Harris, Kathy Hochul, Letitia James, Alison Kent-Friedman, Lucy Lang, Keith Longden, Michael C. Lynch, Heather MacMaster, Michael L. Mackey, Robert D. Mayberger, Eddie J. McShan, Stan L. Pritzker, Clarissa M. Rodriguez, Esq., Mark R. Stasko, Robert H. Tembeckjian Esq., Rowan D. Wilson Was the Disclosure Statement on Civil Cover Sheet completed -NO., filed by Lidia M. Orrego. (Attachments: # 1 Civil Cover Sheet) (KS) (Entered: 02/14/2025)
02/03/2025	2	MOTION for Leave to Proceed in forma pauperis by Lidia M. Orrego. (KS) (Entered: 02/14/2025)
02/03/2025	3	Pro Se Consent to Electronic Notification by Lidia M. Orrego. (KS) (Entered: 02/14/2025)
02/14/2025	4	Clerk's Notice Re: Consent. A United States Magistrate Judge has been assigned to this case and is available to conduct all proceedings. In accordance with Rule 73 of the Federal Rules of Civil Procedure, Local Rule 73.1, the parties are notified that if all parties consent, the assigned Magistrate Judge is available to conduct all proceedings in this action including a (jury or nonjury) trial and to order the entry of a final judgment. Attached to this Notice is a blank copy of the consent form that should be filled out, signed and filed electronically only if all parties wish to consent. Any party may withhold its consent without adverse substantive consequences. Do NOT return or file the consent unless all parties have signed the consent. The form may also be accessed at the following link: https://img.nyed.uscourts.gov/files/forms/MJConsentForm.pdf (KS) (Entered: 02/14/2025)
02/14/2025	5	Notice of Related Case: 25-cv-00736, 20-cv-03361, 23-cv-06507, 24-cv-7247 The Civil Cover Sheet filed in this civil action indicates a related case. (KS) (Entered: 02/14/2025)
06/10/2025	6	ORDER: For the reasons explained in the attached Order, Plaintiff's motion for leave to proceed <i>in forma pauperis</i> 2 is denied. Orrego is directed to pay the \$405 filing fee by 6/24/2025 , or this action will be dismissed without prejudice. The Court certifies pursuant to 28 U.S.C. § 1915(a)(3) that any appeal from this Order would not be taken in good faith and therefore IFP status is denied for the purpose of any appeal. <i>Coppedge v. United States</i> , 369 U.S. 438, 444–45 (1962). So Ordered by Judge Sanket J. Bulsara on 6/10/2025. (YEP) (Entered: 06/10/2025)
06/28/2025	7	Notice of MOTION to Vacate 6 Order on Motion for Leave to Proceed in forma pauperis,, by Lidia M. Orrego. (NF) (Entered: 06/30/2025)

07/02/2025	ORDER: Plaintiff's motion for vacatur 7 of the Court's Order 6 dated June 10, 2025, denying Plaintiff's motion for leave to proceed <i>in forma pauperis</i>, is in essence a motion for reconsideration of the Order. The motion is denied. Local Civil Rule 6.3 governs motions for reconsideration. It provides, "a notice of motion for reconsideration must be served within 14 days after the entry of the court's order being challenged. There must be served with the notice of motion a memorandum setting forth concisely the matters or controlling decisions which the moving party believes the court has overlooked." Reconsideration is "an extraordinary request that is granted only in rare circumstances, such as where the court failed to consider evidence or binding authority." <i>Van Buskirk v. United Grp. of Companies, Inc.</i>, 935 F.3d 49, 54 (2d Cir. 2019). "A motion for reconsideration should be granted only when the [moving party] identifies 'an intervening change of controlling law, the availability of new evidence, or the need to correct a clear error or prevent manifest injustice.'" <i>Kolel Beth Yechiel Mechil of Tartikov, Inc. v. YLL Irrevocable Tr.</i>, 729 F.3d 99, 104 (2d Cir. 2013) (quoting <i>Virgin Atl. Airways, Ltd. v. Nat'l Mediation Bd.</i>, 956 F.2d 1245, 1255 (2d Cir. 1992)). Plaintiff has failed to "point to controlling decisions or data that the court overlooked—matters, in other words, that might reasonably be expected to alter the conclusion reached by the court." <i>Id.</i> (quoting <i>Shrader v. CSX Transp., Inc.</i>, 70 F.3d 255, 257 (2d Cir. 1995)). (See Mem. of Law in Supp. of Mot. for Relief from Order and to Vacate dated June 28, 2025, Dkt. No. 7). The date by which the Court directed the filing fee to be paid has passed, and Plaintiff has not paid the fee as ordered. The fee had to be paid by 6/24/2025, (see Order dated June 10, 2025), and it was not. Accordingly, the Clerk of Court is directed to close this case. So Ordered by Judge Sanket J. Bulsara on 7/2/2025. (YEP) (Entered: 07/02/2025)
07/02/2025	Civil Case Terminated pursuant to 7/2/2025 Order. Case Closed. (NF) (Entered: 07/15/2025)

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Transaction Receipt



UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Caption

-----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

(related to Case Nos. 20-cv-3361, 23-cv-6507,
24-cv-7247, 25-cv-00736, 25-cv-00769)

CERTIFICATE OF SERVICE*

I, Lidia M. Orrego, hereby certify under penalty of perjury that on July 16, 2025, I served a true and correct copy of the following documents:

- Petition for Writ of Mandamus In Re: Lidia M. Orrego, dated July 16, 2025
- Exhibits 1–13 to the Petition for Writ of Mandamus
- Form T-1080 Motion
- Affidavit Accompanying Motion for Permission to Appeal In Forma Pauperis (“IFP”)
- Exhibits 1–5 to the Affidavit Accompanying Motion for Permission to Appeal IFP

by first-class mail via the United States Postal Service upon the following, with Exhibits 1 through 13 and Exhibits 1 through 5 to the Affidavit included as specified:

I further certify that no service was performed on the parties in the following cases, as the Defendants were never served in the underlying actions:

• Clerk, United States District Court for the Eastern District of New York

Hon. Sanket J. Bulsara

Hon. Magistrate Judge Anne Y. Shields

Address: 100 Federal Plaza

Central Islip, NY 11722

• **United States Attorney's Office – Eastern District of New York**

Attn: Joseph Nocella, Jr., Interim U.S. Attorney

Address: 271 Cadman Plaza East

Brooklyn, NY 11201

Re: Petition for Writ of Mandamus

• **U.S. Department of Justice – Office of the Attorney General**

Attn: Pam Bondi, Attorney General

Address: 950 Pennsylvania Avenue NW

Washington, DC 20530

Re: Petition for Writ of Mandamus

• **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.

Kuuku Angate Minnah-Donkoh, Esq.

Gordon Rees Scully Mansukhani LLP

Address: One Battery Park Plaza, 28th Floor

New York, NY 10004

Phone: (212) 269-5500

Email: kminnahdonkoh@grsm.com

• **Counsel for Defendants Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, Pasternack Tilker Weitz & Luxenberg LLP**

Case Docket 23-cv-6507, Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP et al.

Jason M. Biegel, Esq.

David S. Wilck, Esq.

Rivkin Radler LLP

Address: 926 Rex Corp Plaza

Uniondale, NY 11556

Phone: (516) 357-3000

Emails: jason.biegel@rivkin.com, david.wilck@rivkin.com

• **Counsel for Defendants First Choice Evaluations LLC, Jason Hochfelder, M.D.**

Case Docket 23-cv-6507, Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP et al.

Andrew Hamelsky, Esq.
Stradley Ronon Stevens & Young, LLP
Address: 101 Park Avenue, Suite 2000
New York, NY 10019
Phone: (212) 404-0636
Email: ahamelsky@stradley.com

Jenifer Ann Scarcella, Esq.
White & Williams LLP
Address: One Penn Plaza
250 W 34th Street, Suite 4110
New York, NY 10119
Phone: (212) 714-3064
Email: jscarcella@stradley.com

I further certify that no service was performed on the parties in the following cases, as the defendants were never served in the underlying actions:

- Case Docket 24-cv-7247, Orrego v. Savitsky et al.
- Case Docket 25-cv-00736, Orrego v. Kerrigan et al.
- Case Docket 25-cv-00769, Orrego v. Wilson et al.

*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.

Respectfully submitted this 16th day of July 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

Thurgood Marshall U.S. Courthouse 40 Foley Square, New York, NY 10007 Telephone: 212 512 2000

MOTION INFORMATION STATEMENT

Docket Number(s): _____ Caption [use short title] _____

Motion for: MOTION FOR PERMISSION TO APPEAL
IN FORMA PAUPERIS

In Re: Lidia M. Orrego

Set forth below precise, complete statement of relief sought:

I seek to proceed in forma pauperis to file a Petition for Writ of Mandamus based on ongoing financial hardship, as previously recognized in related cases. The petition requests recusal of judges for misconduct, abuse of discretion, and mistreatment of my Pro Se status, including blocking evidence, delaying motions, and failing to schedule conferences. I respectfully request: (1) fee waiver, (2) judicial recusal, (3) acceptance and review of evidence, (4) scheduling of motions and a conference, and (5) any further appropriate relief.

MOVING PARTY: Lidia M. Orrego OPPOSING PARTY: U.S. District Court for the Eastern District of New York,
Hon. Sanket J. Bulsara,
Hon. Magistrate Judge Anne Y. Shields

☐ Plaintiff ☐ Defendant
☒ Appellant/Petitioner ☐ Appellee/Respondent

MOVING ATTORNEY: Lidia M. Orrego - Pro Se OPPOSING ATTORNEY: Joseph Nocella, Jr., Interim U.S.
[name of attorney, with firm, address, phone number and e-mail] Attorney
Address: 95-08 Queens Blvd. Apt 3E United States Attorney's Office
Rego Park, NY 11374 Eastern District of New York
Phone: (347) 453-2234 Address: 271 Cadman Plaza East, Brooklyn, NY 11201
Email: orregoprose@gmail.com Phone: (718) 254-7000

Court- Judge/ Agency appealed from: Hon. Sanket J. Bulsara - Hon. Magistrate Judge Anne Y. Shields - EDNY

Please check appropriate boxes:

Has movant notified opposing counsel (required by Local Rule 27.1):
☐ Yes ☒ No (explain): Writ of Mandamus
Emergency

Opposing counsel's position on motion:
☐ Unopposed ☐ Opposed ☒ Don't Know

Does opposing counsel intend to file a response:
☐ Yes ☐ No ☒ Don't Know

FOR EMERGENCY MOTIONS, MOTIONS FOR STAYS AND INJUNCTIONS PENDING APPEAL:

Has this request for relief been made below? ☐ Yes ☒ No
Has this relief been previously sought in this court? ☐ Yes ☒ No

Requested return date and explanation of emergency: _____
Judicial misconduct and bias, including the scheduling of motions without regard for my Pro Se status, ignoring submitted letters and conference requests, and blocking the filing of critical evidence, among other procedural irregularities.

Is the oral argument on motion requested? ☒ Yes ☐ No (requests for oral argument will not necessarily be granted)Has the appeal argument date been set? ☐ Yes ☒ No If yes, enter date: _____

Signature of Moving Attorney:

Date: 07/16/2025Service: ☐ Electronic ☒ Other [Attach proof of service]

UNITED STATES DISTRICT COURT

for the
SECOND DISTRICT OF NEW YORK

In re: Lidia M. Orrego, _____,

Petitioner,

v.

U.S. District Court for the Eastern
District of New York;

Hon. Sanket J. Bulsara;

Hon. Magistrate Judge Anne Y. Shields,

Defendant

Docket Number:

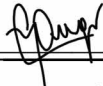
Case No. _____

**AFFIDAVIT ACCOMPANYING MOTION
FOR PERMISSION TO APPEAL IN FORMA PAUPERIS**

Affidavit in Support of Motion

I swear or affirm under penalty of perjury that, because of my poverty, I cannot prepay the docket fees of my appeal or post a bond for them. I believe I am entitled to redress. I swear or affirm under penalty of perjury under United States laws that my answers on this form are true and correct. (28 U.S.C. § 1746; 18 U.S.C. § 1621.)

Signed: _____

**Instructions**

Complete all questions in this application and then sign it. Do not leave any blanks: if the answer to a question is "0," "none," or "not applicable (N/A)," write that response. If you need more space to answer a question or to explain your answer, attach a separate sheet of paper identified with your name, your case's docket number, and the question number.

Date: 07/16/2025

My issues on appeal are: The petition for a writ of mandamus seeks to compel the recusal of judges in the U.S. District Court for the Eastern District of New York for gross misconduct, unfair treatment, abuse of discretion and power, exploitation of Pro Se status, refusal to review voluminous evidence (recordings, videos, pictures, over 6,000 pages), denial of conference requests, refusal to schedule motion briefs, blocking evidence, threatening to prohibit filing motions with evidence of fraud, instructing the Clerk not to accept motions, issuing orders without considering evidence, issuing contradictory orders, and sealing motions showing judicial misconduct, violating due process.

1. *For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.*

Income source	Average monthly amount during the past 12 months		Amount expected next month	
	You	Spouse	You	Spouse
Employment	\$ 3,132.26	\$ 0	\$ 3,132.26	\$ 0
Self-employment	\$ 0	\$ 0	\$ 0	\$ 0
Income from real property (such as rental income)	\$ 0	\$ 0	\$ 0	\$ 0
Interest and dividends	\$ 0	\$ 0	\$ 0	\$ 0
Gifts	\$ 0	\$ 0	\$ 0	\$ 0
Alimony	\$ 0	\$ 0	\$ 0	\$ 0
Child support	\$ 0	\$ 0	\$ 0	\$ 0
Retirement (such as social security, pensions, annuities, insurance)	\$ 0	\$ 0	\$ 0	\$ 0
Disability (such as social security, insurance payments)	\$ 0	\$ 0	\$ 0	\$ 0
Unemployment payments	\$ 0	\$ 0	\$ 0	\$ 0
Public-assistance (such as welfare)	\$ 0	\$ 0	\$ 0	\$ 0
Other (specify):	\$ 0	\$ 0	\$ 0	\$ 0
Total monthly income:	\$ 3,132.26	\$ 0	\$ 3,132.26	\$ 0

Spouse: Last access source for legal expenses July 2024. Last IFP Granted March 2025.

2. *List your employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)*

Employer	Address	Dates of employment	Gross monthly pay
DOHMH	30-30 47th Ave., LIC NY 11101	07/2024 - Present	\$ 3,132.26
LHH	77 th St. NY, 10075	11/2021- 06/2024	\$ 3,748.00.-
			\$

3. *List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)*

Employer	Address	Dates of employment	Gross monthly pay
DOTC	36 th Astoria, NY 11106	08/2021 - 07/2024	\$ 4,050.00.-
			\$
			\$

4. *How much cash do you and your spouse have? \$ 327,32.-*

Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Financial Institution	Type of Account	Amount you have	Amount your spouse has
TD Bank	Cheking	\$ 216,15	\$ 0
MCU	Checking	\$ 111,17	\$ 0
		\$	\$ 0

If you are a prisoner seeking to appeal a judgment in a civil action or proceeding, you must attach a statement certified by the appropriate institutional officer showing all receipts, expenditures, and balances during the last six months in your institutional accounts. If you have multiple accounts, perhaps because you have been in multiple institutions, attach one certified statement of each account.

5. *List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.*

Home	Other real estate	Motor vehicle #1
(Value) \$ 0	(Value) \$ 0	(Value) \$ 0
		Make and year: N/A
		Model: N/A
		Registration #: N/A

Motor vehicle #2	Other assets	Other assets
(Value) \$	(Value) \$	(Value) \$
Make and year:	N/A	N/A
Model:	N/A	N/A
Registration #:	N/A	N/A

6. *State every person, business, or organization owing you or your spouse money, and the amount owed.*

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse
Kevin and Stephanienna Knipfing	\$ 1,501,090.00.-	\$ 0
See Exhibit 2, 3.	\$	\$ 0
	\$	\$ 0
	\$	\$ 0

7. *State the persons who rely on you or your spouse for support.*

Name [or, if under 18, initials only]	Relationship	Age
T.J.	Child	12
L.I.	Grandmother	85

8. *Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate.*

	You	Your Spouse
Rent or home-mortgage payment (including lot rented for mobile home) Are real estate taxes included? ☐ Yes ☐ No Is property insurance included? ☐ Yes ☐ No	\$ 1,200,00.-	\$ 0
Utilities (electricity, heating fuel, water, sewer, and telephone)	\$ 180,00.-	\$ 0
Home maintenance (repairs and upkeep)	\$ 0	\$ 0
Food	\$ 350,00.-	\$ 0
Clothing	\$ 0	\$ 0
Laundry and dry-cleaning (Credit Cards)	\$ 0	\$ 0
Medical and dental expenses	\$ 0	\$ 0
Transportation (not including motor vehicle payments)	\$ 0	\$ 0
Recreation, entertainment, newspapers, magazines, etc.	\$ 0	\$ 0
Insurance (not deducted from wages or included in mortgage payments)		
Homeowner's or renter's:	\$ 0	\$ 0
Life:	\$ 0	\$ 0
Health:	\$ 0	\$ 0
Motor vehicle:	\$ 0	\$ 0
Other:	\$ 0	\$ 0
Taxes (not deducted from wages or included in mortgage payments) (specify):	\$ 0	\$ 0
Installment payments		
Motor Vehicle:	\$ 0	\$ 0
Credit card (name):	\$ 993,00	\$ 0
Department store (name):	\$ 0	\$ 0
Other:	\$ 0	\$ 0

Alimony, maintenance, and support paid to others	\$ 930,00.-	\$ 0
Regular expenses for operation of business, profession, or farm (attach detailed statement)	0	\$ 0
Other (specify): Unexpected Med. Expenses Receipts Ex. 1	\$ 1,630,00.-	\$ 0
Total monthly expenses:	\$ 5633,00.-	\$ 0

9. *Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?*

☒ Yes ☐ No If yes, describe on an attached sheet.

10. *Have you spent - or will you be spending - any money for expenses or attorney fees in connection with this lawsuit?* ☒ Yes ☐ No

If yes, how much? \$ 1,500.00.-

11. *Provide any other information that will help explain why you cannot pay the docket fees for your appeal.*

The amount reflected for last month exceeds my regular income because I was compelled to take out new loans or credit cards in order to cover essential business expenses. In support of this, I have attached relevant receipts as Exhibit 1, 2, 3 attached. Furthermore, as a direct result of the fraudulent actions committed by the defendants in the lower court cases, I have recently received a collection notice. In response, I am sending the creditor a copy of the wages that are currently owed to me by my employers, which remain unpaid due to the defendants' misconduct. This demonstrates both the financial harm I have suffered and the urgency of relief.

Attached are the IFP (In Forma Pauperis) orders granted under my current legal name, Lydia Joy, which reference my financial hardship and existing debts. These include the order dated March 11, 2025, in Joy v. NYSHR et al., Index No. 100290-2025, issued by Hon. Lori S. Saddler (Debts \$ 40,198), and the order dated December 23, 2023, in Joy v. CVTC, Docket No. 23-cv-11177-UA, ECF No. [2] (Debts \$ 27,629).

I appear in both matters as Plaintiff, Pro Se. See attached Exhibits 4, 5.

12. *State the city and state of your legal residence* Rego Park, NY

Your daytime phone number: (347) 453-2234

Your age: 48 *Your years of schooling:* College 5 years

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

I expect major changes to my monthly income, expenses, or liabilities over the next 12 months due to unexpected medical bills for my relative's ongoing hospital treatment, my own worsening health requiring dedicated medical treatment that may impair my ability to work, and ongoing litigation in *Orrego v. Knipfing* (20-cv-3361), *Orrego v. Pasternack* (23-cv-6507), *Orrego v. Savitsky* (24-cv-7247), *Orrego v. Kerrigan* (25-cv-00736), and *Orrego v. Wilson* (25-cv-00769), where judicial misconduct, including refusal to review evidence, denial of conference requests, and obstruction of motion filings, has prevented recovery of owed wages from the Knipfings, exacerbating financial strain and limiting access to legal remedies and necessary medical care.

EXHIBIT 1

 MEYER LAB S.A. Actividades de laboratorios de análisis clínicos y centros de diagnósticos Casa Central: Cnel. Inrazábal N° 310 esq. Mcal. Estigarribia. Meyer Lab San Lorenzo: Buenos Aires N° 605 esq. Sargento Silva. Meyer Lab San Cristóbal: Sucre N° 2663 c/ Denis Roa. Meyer Lab Pinedo Shopping: Mcal. López c/ Calle 26 de febrero. Meyer Lab Plaza Madero: Autopista Silvio Pettrossi y Terokay - Luque Meyer Lab Lambaré: Avda. Cacique Lambaré c/ Héroes del 70 Teléfono-Whatsapp: (021) 20 80 80 meyerlab@meyerlab.com.py www.meyerlab.com.py	TIMBRADO N° 17629645 Fecha Inicio Vigencia 13/11/2024 R.U.C. 80036206-3 FACTURA ELECTRONICA N° 001-003-0003813
--	--

FECHA DE EMISION: 06/06/2025 SEÑORES: [REDACTED] DIRECCION: [REDACTED] DESPACHO: [REDACTED] NOTA DE REMISION N°: [REDACTED] VENCIMIENTO: [REDACTED]	CONDICION DE VENTA: [REDACTED] PAGO: [REDACTED] MONEDA: GUARANIES COD. VENEDOR: 1 - MEYER LAB S.A.
--	--

CODIGO	DESCRIPCION	VALOR DE LA VENTA				
		CANT.	PRECIO U.	EXENTAS	IVA 5%	IVA 10%
1943	MICROBIOLOGIA	1	72.000	0	0	72.000
1935	AUTOMATIZADO	1	442.000	0	0	442.000
1938	HEMATOLOGIA	1	32.000	0	0	32.000
1945	OTROS	1	60.000	0	0	60.000
SUB TOTALES		CANTIDAD TOTAL	4	TOTAL DESCUENTOS	0	0
TOTAL A PAGAR GS:		SEISCIENTOS SEIS MIL		606.000		
LIQUIDACION DEL IVA (5%)		0	(10%)	55.091	TOTAL IVA	55.091

Original Cliente - Duplicado Archivo Tributario - Triplicado Archivo

Consulte la validez de este documento electrónico con el número CDC impreso abajo en:

<https://ekuatia.set.gov.py/consultas/>

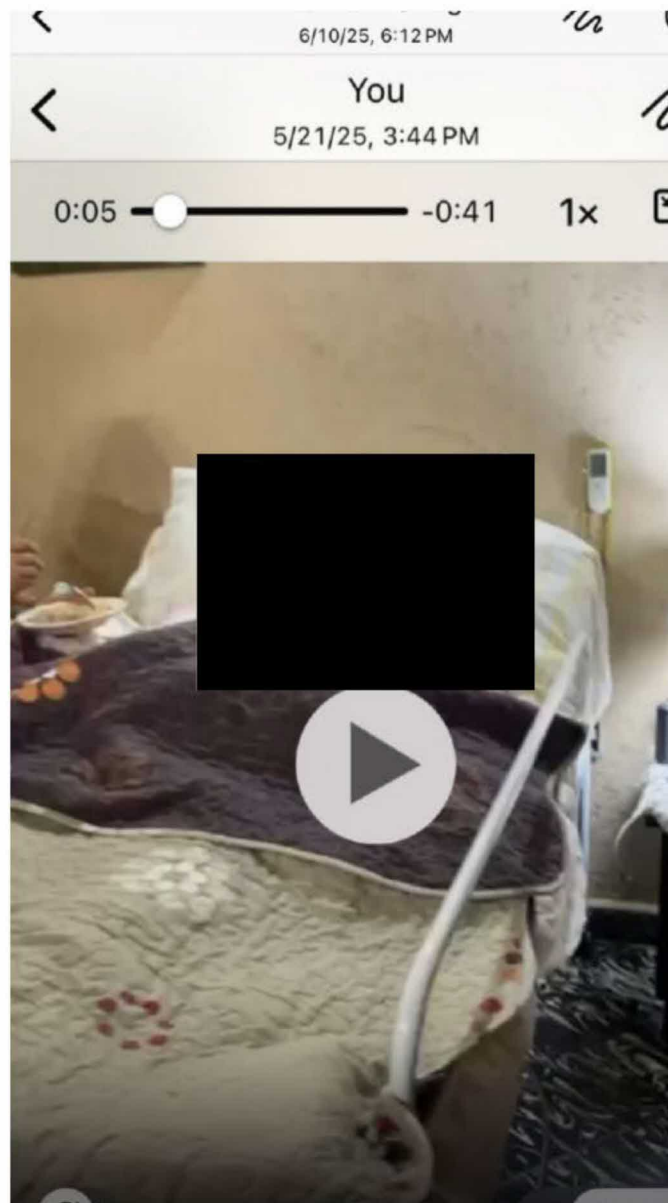
CDC 01800362063001003000381322025060610302027742

ESTE DOCUMENTO ES UNA REPRESENTACIÓN GRÁFICA DE UN DOCUMENTO ELECTRÓNICO (XML)**Información de interés del facturador electrónico emisor**

Si su documento electrónico presenta algún error, podrá solicitar la modificación dentro de las 72 horas siguientes de la emisión de este comprobante.



Servicio desarrollado por Grupo Inventiva S.A.C.I



History

Menu

Online transfers

In-store transfers

1,630.00 USD
Total amount sent

2
Receivers

6
Transfers*

*Completed transfers only

Download transfers

MQ

06/10/2025

Complete

200.00 USD

MTCN: 893-065-1880

Track

More

Quick resend

MQ

06/07/2025

Complete

250.00 USD

MTCN: 766-797-1234

Track

More

Quick resend

MG

06/04/2025

Complete

450.00 USD

MTCN: 376-723-4252

Track

More

Quick resend

05/29/2025

Complete

Start new transfer

MG 06/04/2025  [REDACTED] Complete
450.00 USD

MTCN: 376-723-4252

Track

ooo

More



Quick resend

MQ 05/29/2025  [REDACTED] Complete
500.00 USD

MTCN: 520-713-2301

Track

ooo

More



Quick resend

MG 05/22/2025  [REDACTED] Complete
90.00 USD

MTCN: 125-307-4052

Track

ooo

More



Quick resend

MG 05/16/2025  [REDACTED] Complete
140.00 USD

MTCN: 633-063-4362

Track

ooo

More



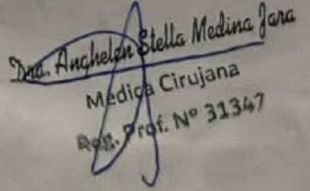
Quick resend

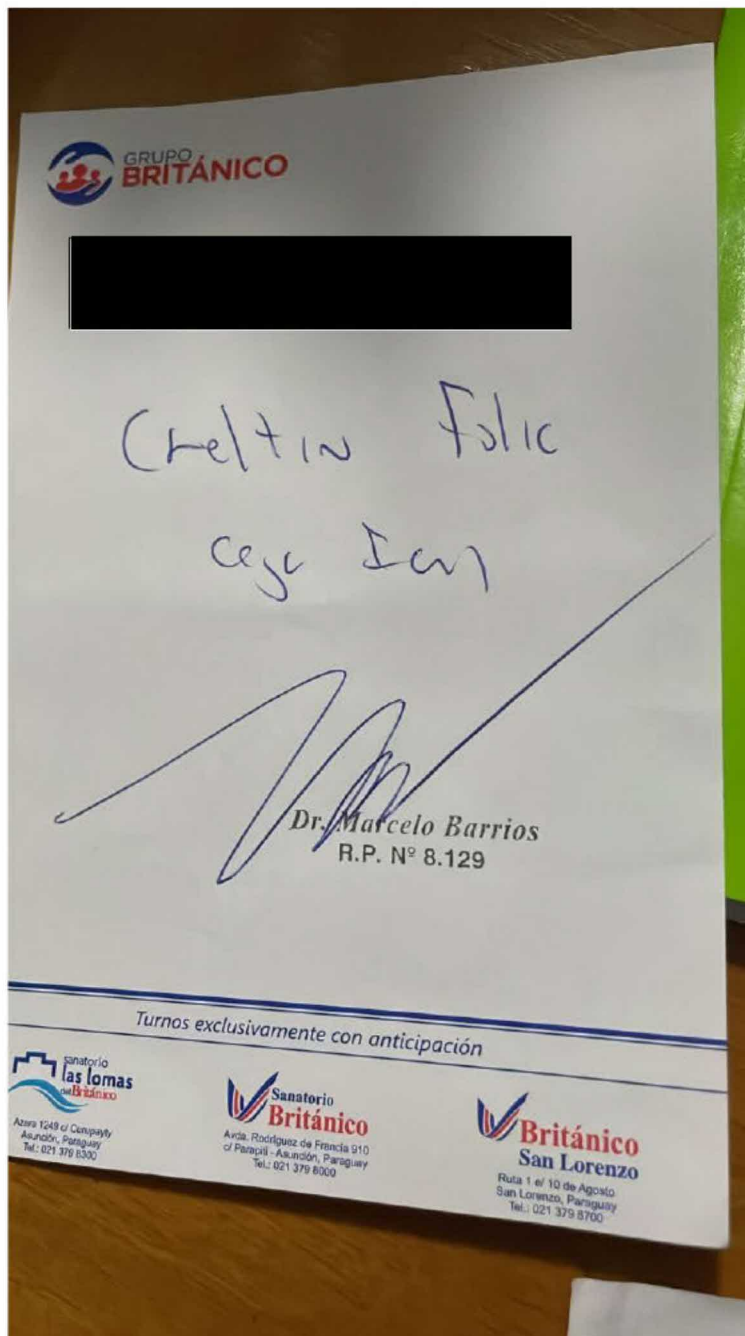
 

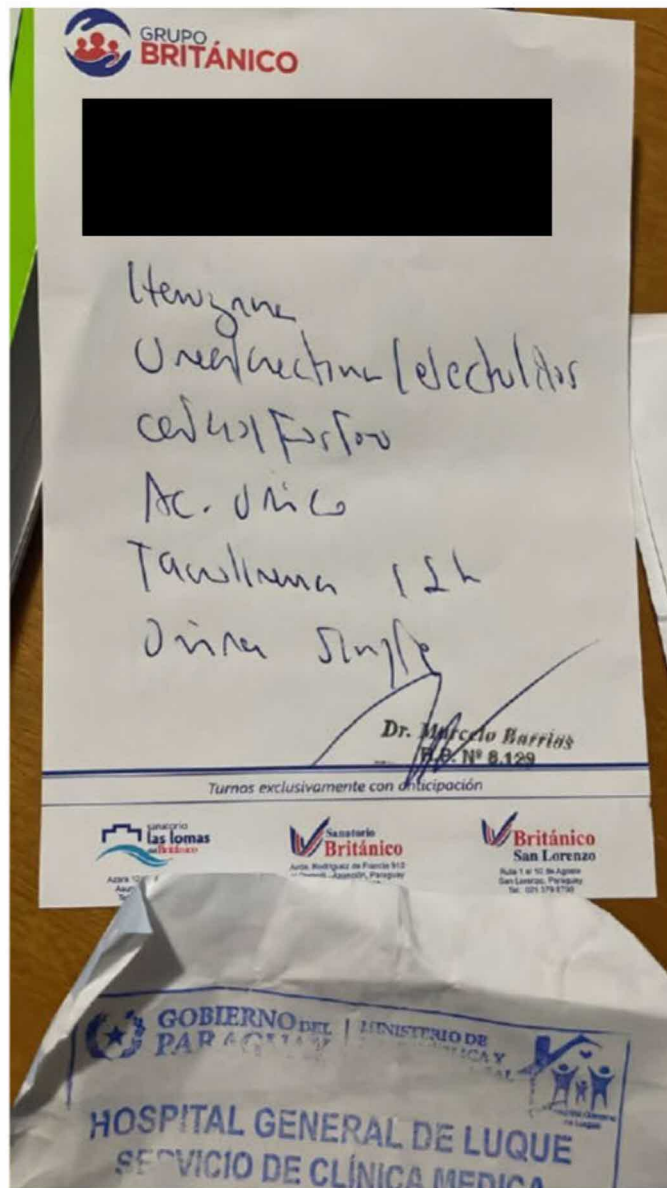
HOSPITAL GENERAL DE LUQUE
SERVICIO DE CLÍNICA MÉDICA

Nombre del Paciente: [REDACTED]
C.I. N°: [REDACTED]

PCR para Clostridium


Dra. Anghela Stella Medina Jara
Médica Cirujana
Reg. Prof. N° 31347





HOSPITAL GENERAL DE LUQUE
SERVICIO DE CLÍNICA MEDICA

Nombre de
C.I N°.....

Tracolinemia

u

Transplante de
Rena

Dra. Anabel Siella Medina
Médica Cirujana
Reg. Prof. N° 31347

Dra. Anabel Siella M
Médica Ciruj
Reg. Prof. N° 7

EXHIBIT 2

DEMAND FOR PAYMENT OF \$1,501,090 AND REOPENING OF WCB CASE NO. G2584330 DUE TO LACK OF LEGAL TERMINATION, DEPRIVATION OF WORK, AND FRAUD – EMPLOYEE LIDIA M. ORREGO

Via Email Only

To: Gordon Rees Scully Mansukhani LLP (“GRSM”)

Kuuku Minnah-Donkoh kminnahdonkoh@grsm.com

Dallas Rivera dlrivera@grsm.com

Peter Cella pcella@grsm.com

Paulette Guerrero pguerrero@grsm.com

Cc: kminnahdonkoh@gordonrees.com

From: Lidia M. Orrego liorrego@gmail.com

Date: July 7, 2025

Counsel GRSM,

I demand immediate payment from your clients, Kevin Knipfing (aka Kevin James) and Stephanieanna James-Knipfing, for unpaid wages, overtime, sick leave, health insurance, and Workers’ Compensation totaling \$1,501,090, owed due to their failure to legally terminate my employment and their ongoing deprivation of my access to work, benefits, and medical treatment. I also demand the reopening of Workers’ Compensation Board (WCB) Case No. G2584330 for medical treatment for injuries established as an Occupational Disease (back, neck, right wrist, both knees, shoulders, major depressive disorder, PTSD), as your clients lacked insurance for domestic workers and committed fraud, falsification, and employment record misrepresentations, including through their legal representatives at Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, who, as clients of your firm (Gordon Rees Scully Mansukhani LLP) since 2012, colluded with an Independent Medical Examination (IME) doctor to fabricate a false medical report and proposed the IME doctor as a witness to prove my case while intentionally failing to file my medical evidence, as evidenced in *Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP* ([EDNY Case No. 23-cv-6507](#)), related to *Orrego v. Kerrigan et al.* ([EDNY Case No. 25-cv-736](#))

and *Orrego v. Wilson et al.* ([EDNY Case No. 25-cv-769](#)). This demand is also further supported by a Letter of Admonition against my lawyers for the same misconduct, Dated January 26, 2022. (Case No. 23-cv-6507 [DE \[59\]](#))

This demand is supported by my June 8, 2025, New York State Department of Labor (NYSDOL) Labor Standards Complaint (LS223, Exhibit 3, annexed to my Renewed Motion for Declaratory Relief, [DE \[199\]](#), available at [EDNY Docket 20-cv-3361](#), and including sub-exhibits: Loft Legal Opinion, May 14, 2025; Pay Stub, 2018; Hiring Process, February 6, 2018; Old Westbury EDDIE LLC Form 1095-B, 2018; Complaint, November 2, 2018; Medical Certificate, November 2, 2018; Termination Letter, November 27, 2018; WCB Investigation Report, November 4, 2019; Letter Offer, October 22, 2020; Uzcategui Report, November 21, 2018), federal court filings (EDNY Case Nos. 20-cv-3361, 24-cv-7247, 23-cv-6507, 25-cv-736, 25-cv-769), a Fourth Amended Complaint against *Steve Savitsky and Old Westbury LLC et al.* ([EDNY Case No. 24-cv-7247](#), *Orrego v. Savitsky et al.*), and a Renewed Motion for Declaratory Relief filed on June 30, 2025, in EDNY Case No. 20-cv-3361 ([DE \[199\]](#), which includes evidence of fraud, perjury, and falsification by your clients and their associates.

I was hired on January 31, 2018, as a nanny and housekeeper at your clients' residence in Old Westbury, NY, working 70–88 hours per week. On November 27, 2018, I received a fraudulent termination letter from Old Westbury LLC, a non-existent “ghost company” not registered in New York or California, signed by an unknown manager and sent from California (Exhibit 7).

Issued 25 days after my November 2, 2018, complaint about racial discrimination and abuse by Teresa A. Zantua, the letter falsely claimed COBRA eligibility and canceled my health insurance by November 30, 2018, violating New York Labor Law (NYLL) § 195(6) and the Domestic Workers' Bill of Rights (NYLL § 170).

A [May 14, 2025, legal opinion from Loft Legal \(Exhibit 1\)](#) confirms the termination was invalid due to its retaliatory nature, lack of proper notice, and reliance on void non-disclosure agreements (NDAs) obtained through coercion and lacking mutual assent (*Stonehill Capital Mgmt., LLC v. Bank of the West*, 45 N.Y.S.3d 864 (2016); *Reyes v. Lincoln Auto. Fin. Servs.*, 861 F.3d 51 (2d Cir. 2017)).

My pay stubs (Exhibit 2) and Form 1095-B (Exhibit 4) identify Old Westbury EDDIE LLC, not Old Westbury LLC, as the payroll entity, evidencing the letter's fraudulent nature. As no valid termination notice was issued, I remain employed (*Andryeyeva v. New York Health Care, Inc.*, 33 N.Y.3d 152 (2019); *Ryan v. Kellogg Partners Inst. Servs.*, 19 N.Y.3d 1 (2012)).

Since November 27, 2018, your clients have deprived me of access to work, causing significant harm, including loss of wages, overtime, sick leave, health insurance, and workers' compensation. My NYSDOL claim (Exhibit 3, annexed to my Renewed Motion for Declaratory Relief, DE [199], available at EDNY Docket 20-cv-3361, and including sub-exhibits: Loft Legal Opinion, May 14, 2025; Pay Stub, 2018; Hiring Process, February 6, 2018; OWWE LLC Form 1095-B, 2018; Complaint, November 2, 2018; Medical Certificate, November 2, 2018; Termination Letter, November 27, 2018; WCB Investigation Report, November 4, 2019; Letter Offer, October 22, 2020; Uzcategui Report, November 21, 2018) and federal filings, including a Decision and Order by H. District Judge Gary R. Brown (ECF Doc. [30], EDNY Docket No. 20-cv-3361, dated September 30, 2021, available at EDNY Docket 20-cv-3361), which confirms federal jurisdiction for my claims of retaliation and hostile work environment under 42 U.S.C. § 1981 and NYSHRL against your clients, their corporations Old Westbury EDDIE LLC and the ghost corporation Old Westbury LLC, and Teresa A. Zantua, as well as Exhibit 18 (DE [198], Amended Motion to Vacate Orders DE [87] and DE [88], June 17, 2025, available at EDNY Docket 20-cv-3361), detail the following amounts owed from January 31, 2018, to June 8, 2025:

- Unpaid Wages: \$408,000 for 340 weeks at \$1,200 per week (40 hours/week) (NYLL §§ 190, 191).

- Overtime: \$895,050 for 19,890 hours over 40 per week at \$45 per hour, correcting an error in my Renewed Motion for Declaratory Relief (DE [199], June 30, 2025) that mistakenly stated \$40 per hour (NYLL § 652; *Vega v. Restani Constr. Corp.*, 18 N.Y.3d 499 (2012)). The \$45 per hour overtime rate is evidenced by the check annexed to my New York State Department of Labor Standards Complaint (Exhibit 3, annexed to [DE \[199\]](#), available at EDNY Docket 20-cv-3361,

and including sub-exhibits: Loft Legal Opinion, May 14, 2025; Pay Stub, 2018; Hiring Process, February 6, 2018; Old Westbury EDDIE LLC Form 1095-B, 2018; Complaint, November 2, 2018; Medical Certificate, November 2, 2018; Termination Letter, November 27, 2018; WCB Investigation Report, November 4, 2019; Letter Offer, October 22, 2020; Uzcategui Report, November 21, 2018), confirming my entitlement to overtime compensation for hours worked over 40 per week from January 31, 2018, to June 8, 2025. As I remain employed by your clients to the present (July 7, 2025), additional unpaid wages and overtime are accruing beyond June 8, 2025, increasing the total amount owed.

- Sick Leave: \$1,200 for 40 hours, denied despite documented illness (NYLL § 196-b).

- Health Insurance: \$157,340 for costs from fraudulent cancellation without mini-COBRA notice (NY Insurance Law § 3221(m); *Carner v. MGS-576 5th Ave. Inc.*, 977 F. Supp. 629, 632 (S.D.N.Y. 1997) (“The employer’s failure to provide timely and accurate COBRA notification constitutes a violation of ERISA, subjecting the employer to potential penalties and liability for any resulting damages.”)).

Workers’ Compensation: \$39,500 for injuries reported on November 2, 2018, with no coverage provided (WCL §§ 11, 120; *Matter of Castillo v. Brown*, 2017 NY Slip Op 4925, 151 A.D.3d 1310, 56 N.Y.S.3d 652 (3d Dep’t 2017)). My workers’ compensation claim, established as an Occupational Disease by WCLJ Barry Greenberg’s Notice of Decision filed on November 5, 2019, which found prima facie medical evidence for injuries to my neck, back, right wrist, both knees, shoulders, major depressive disorder, and PTSD, was illegally denied treatment due to your clients’ lack of insurance for domestic workers and fraudulent WCB submissions, including a fabricated medical report by an IME doctor, as evidenced in *Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP* (EDNY Case No. 23-cv-6507) and supported by my medical records (Exhibit 6).

These violations, supported by my pay stubs, medical records, and WCB findings (Exhibits 2, 6, 8), establish your clients’ failure to compensate me, totaling \$1,501,090. The fraudulent termination letter and void NDAs (Exhibit 1) further entitle me to these amounts, supporting my claims for declaratory relief under 42 U.S.C. § 1981 and NYSHRL § 296, as detailed in my Renewed Motion for Declaratory Relief (DE [199], June 30, 2025, available at EDNY Docket 20-cv-3361).

Your clients, with Steve Savitsky and Old Westbury LLC, engaged in further fraud, perjury, and falsification, as evidenced in my Fourth Amended Complaint (EDNY Case No. 24-cv-7247, *Orrego v. Savitsky*) and Renewed Motion for Declaratory Relief (DE [199], EDNY Case No. 20-cv-3361, available at EDNY Docket 20-cv-3361), as well as a separate Motion for Declaratory Relief filed on June 30, 2025, in WCB Case No. G2584330.

Specifically, Exhibit 8 (Plaintiff's Certificate of Good Faith No. 3, dated November 13, 2023) documents your clients' failure to disclose critical evidence, including Rebeca Uzcategui's investigation reports (Exhibit 2, November 12 and 21, 2018), which corroborate Zantua's racial discrimination and abuse, obstructing my ability to prove my claims (*Paul Westcott v. Mack Molding Co., Inc.*, 2024 VT 85, ¶ 14 ("The court finds that secret recordings made by an employee in the context of investigating workplace misconduct are protected under the participation clause of the anti-retaliation provisions."))).

Additionally, Exhibit 9 (Email dated July 7, 2023, Forged Signatures of Defendants in Deposition Documents) shows forged signatures, including my signature placed above the legal signature of Kevin James (aka Kevin Knipfing) as the purported owner of Old Westbury LLC, a non-existent company created solely to evade accountability for my illegal or wrongful termination (*Kristin Benzinger v. Lukoil Pan Americas, LLC*, No. 20-cv-2395, at *4 (S.D.N.Y. Mar. 20, 2020) ("To establish a retaliation claim under NYLL § 215, the plaintiff must demonstrate that she engaged in protected activity, the employer was aware of this activity, she suffered an adverse employment action, and there was a causal connection between the protected activity and the adverse action."))).

This fraudulent entity is further evidenced by the Stipulation and Order of Substitution of Counsel (DE [17], dated September 30, 2020, EDNY Case No. 20-cv-3361, available at EDNY Docket 20-cv-3361), which confirms your clients' use of Old Westbury LLC to obscure their liability.

In *Matter of Orrego v. Knipfing* (Appellate Division, Third Department, [Docket 535740](#), [Exhibit 11](#)), your clients, in collusion with New York Marine Insurance Company, CCMSI - Cannon Cochran Management Services, Inc., and Cipriani & Werner PC (Mr. Marc Neuman), submitted false WCB information on September 9, 2019, misrepresenting my employer as "Full Shimmee Inc." and listing an incorrect Los Angeles address (2049 Century Park East, Suite 1400, Los Angeles, CA 90067) instead of my Rego Park, NY residence (Exhibit 8), as further evidenced

by my Letter Request rejecting Respondents' Memoranda of Law for fraudulent misrepresentation ([NYSCEF Doc. \[126\]](#), dated May 8, 2023) and the copy of Form EPH-16.2 (Pre-Hearing Conference Statement, Exhibit 14). A fraudulent "Letter Offer" in EDNY Case No. 20-cv-3361 (Exhibit 9) misrepresented Old Westbury EDDIE LLC as my employer. These actions, constituting mail and wire fraud (18 U.S.C. §§ 1341, 1343) and criminal impersonation (NY Penal Law § 190.25), aimed to evade liability (*Weider v. Skala*, 80 N.Y.2d 628 (1992)).

Furthermore, my previous lawyers, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, who have been clients of your firm (GRSM) since 2012, colluded with your clients and an IME doctor to undermine my case by fabricating a false medical report and proposing the IME doctor as a witness to prove my workers' compensation claims while intentionally failing to file my medical evidence, as evidenced in *Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP* (EDNY Case No. 23-cv-6507), related to *Orrego v. Kerrigan et al.* (EDNY Case No. 25-cv-736) and *Orrego v. Wilson et al.* (EDNY Case No. 25-cv-769). Pasternack Tilker never disclosed to me their conflict of interest as your firm's client at the WCB, intentionally failed to inform me that the NDAs were invalid, as confirmed by the May 14, 2025, Loft Legal opinion (Exhibit 1), and lied to me from the beginning of their representation to protect your clients, Kevin Knipfing and Stephanieanna James-Knipfing.

My Second Motion to Recuse Magistrate Judge Anne Y. Shields ([Exhibit 18 – DE \[198\]](#), June 17, 2025, available at [EDNY Docket 20-cv-3361](#)) addresses judicial errors perpetuating this fraud.

The WCB advised me to file an Uninsured Employers Fund claim for Case No. G2584330, as your clients lacked insurance for domestic workers, leading to their fraudulent misrepresentations to evade workers' compensation liability for my injuries (Exhibit 6). The case must be reopened to provide medical treatment (*Matter of Castillo v. Brown*, 2017 NY Slip Op 4925, 151 A.D.3d 1310, 56 N.Y.S.3d 652 (3d Dep't 2017)).

I demand immediate payment of \$1,501,090, comprising:

- Unpaid wages: \$408,000
- Overtime: \$895,050
- Sick leave: \$1,200
- Health insurance: \$157,340
- Workers' compensation: \$39,500

I also demand reinstatement to my position or equivalent access to work, as well as provision of medical treatment through the reopening of WCB Case No. G2584330, and compliance with NYLL and NYSHRL obligations, including proper notices. Failure to resolve this matter promptly will compel me to pursue further action through the NYSDOL, WCB (Case No. G2584330), and federal court (EDNY Case Nos. 20-cv-3361, 24-cv-7247, 23-cv-6507, 25-cv-736, 25-cv-769), including seeking equitable tolling for claims delayed by your clients' concealment of evidence (e.g., Uzategui's interview, disclosed August 1, 2022) and legal malpractice.

Please confirm receipt and provide your clients' position within 14 days, by July 21, 2025.

I am open to discussing a resolution to avoid further litigation. Reply to liorrego@gmail.com.

Sincerely,

/s/ Lidia M. Orrego

Lidia M. Orrego

Address: 95-08 Queens Blvd.

Rego Park, NY 11374

Phone: (347) 453-2234

Email: liorrego@gmail.com

Employee for Kevin and Stephanieanna Knipfing from January 31, 2018, to Present

Attachments: [Renewed Motion for Declaratory Relief, DE \[199\] NYS Labor Standards Complaint \(LS223, June 8, 2025\) \(Exhibit 3 sub-exhibits\)](#)

- **Exhibit 1:** Dated May 14, 2025 – Loft Legal Opinion RE Enforceability of Certain Alleged Confidentiality Agreements
- **Exhibit 2:** Pay Stub Lidia Orrego, 2018
- **Exhibit 3:** Dated February 6, 2018 – Hiring Process
- **Exhibit 4:** Dated December 3, 2018 – OWWE LLC Form 1095-B Year 2018
- **Exhibit 5:** Dated November 2, 2018 – Complaint Lidia Orrego
- **Exhibit 6:** Dated November 2, 2018 – Medical Certificate

- **Exhibit 7:** Dated November 27, 2018 – Letter Termination, Old Westbury LLC
- **Exhibit 8:** Dated November 4, 2019 – Report Investigation WCB
- **Exhibit 9:** Dated October 22, 2020 – Exhibit A - Offer Letter
- **Exhibit 10:** Dated November 21, 2018 – Report Investigation Rebeca Uzcategui -
Witness Manuela Orrego

Renewed Motion for Declaratory Relief, DE [199] also includes:

- **Exhibit 11:** WCB Docket 535740, NYSCEF Doc. [42] (October 31, 2022)
- **Exhibit 12:** Order on Motion to Take Judicial Notice of Facts (April 10, 2023)
- **Exhibit 13:** Motion for Judicial Notice, DE [108] (April 4, 2023)
- **Exhibit 14:** Letter Motion for Summary Judgment Evidence, DE [165] (August 3, 2023)
- **Exhibit 15:** Motion for Disqualification and Stay, DE [190] (March 15, 2025)
- **Exhibit 16:** Letter in EDNY 20-cv-3361, DE [192] (March 17, 2025)
- **Exhibit 17:** Pre-Letter Motion Conference Request, DE [194] (May 9, 2025)
- **Exhibit 18:** Amended Motion to Vacate Orders DE [87] and DE [88], DE [198] (June 17, 2025, available at EDNY Docket 20-cv-3361)
- **Exhibit 19:** Amended Complaint, DE [8] (August 17, 2020)

Cases and References:

- **EDNY Case No. 20-cv-3361:** Orrego v. Knipfing et al. (filed June 2020)
- **EDNY Case No. 24-cv-7247:** Orrego v. Savitsky (filed 2024)
- **EDNY Case No. 23-cv-6507:** Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP
- **EDNY Case No. 25-cv-736:** Orrego v. Kerrigan et al.
- **EDNY Case No. 25-cv-769:** Orrego v. Wilson et al.
- Appellate Division, Third Department, Docket 535740: Matter of Orrego v. Knipfing (WCB Case No. G2584330)
- **Dated 05-08-2023** NYSCEF doc. [126] Docket 535740 Matter of Orrego v Knipfing

EXHIBIT 3



Lidia Orrego <liorrego@gmail.com>

Demand for Payment of \$1,501,090 and Reopening of WCB Case No. G2584330 Due to Lack of Legal Termination, Deprivation of Work, and Fraud – Lidia M. Orrego v. Kevin Knipfing et al.

1 message

Lidia Orrego <liorrego@gmail.com>

Mon, Jul 7, 2025 at 4:50 PM

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

Cc: Lidia Orrego <lidia.orrego@justiceforlidia.nyc>, Lidia Orrego <orregoprose@gmail.com>

Via Email Only**To:** kminnahdonkoh@grsm.com; dldrvera@grsm.com; pcella@grsm.com; pguerrero@grsm.com
kminnahdonkoh@gordonrees.com**From:** Lidia M. Orrego liorrego@gmail.com**Date:** July 7, 2025

Counsel Mr. Minnah-Donkoh,

Attached is my demand letter requesting immediate payment of \$ 1,501,090 for unpaid wages, overtime, sick leave, health insurance, and workers' compensation from your clients, Kevin Knipfing and Stephanieanna James-Knipfing, due to their failure to legally terminate my employment and deprivation of work. I also demand the reopening of WCB Case No. G2584330 for medical treatment, as your clients lacked insurance for domestic workers and committed fraud, falsification, and employment record misrepresentations, as detailed in EDNY Case No. 24-cv-7247 and WCB filings. Supporting documents include my NYSDOL Labor Standards Complaint (Exhibit 3) and federal filings (DE [198], DE [199], available at EDNY Docket 20-cv-3361).

Please confirm receipt and provide your clients' position by July 21, 2025. Reply to liorrego@gmail.com.

Sincerely,

Lidia M. Orrego
Plaintiff Pro Se

Attachment: [Demand_Letter_Orrego_07-07-2025.pdf](#)
[DE \[200\] Letter of Adjournment filed July 1, 2025.pdf](#)

**Dated 07-07-2025 - Demand Letter for Payment and Reopening of WCB Case No. G2584330-Email.pdf**

776K

EXHIBIT 4

[Print in **black ink** all areas in bold letters.]

At an Ex Parte part of the Supreme Court
of the State of New York, held in and for
the County of New York, at the
Courthouse thereof, 60 Centre Street,
New York, N.Y., on the 11 day
of 3, 2025

PRESENT: HON. **HON. LORI S. SATTLER**
Justice of the Supreme Court

In the Matter of the Application of

Index Number

Lydia V. Joy
[fill in name(s)] Plaintiffs/Petitioner(s),
For leave to bring a matter as a Poor Person an Action
pursuant to Article 11 of the Civil Practice Law and Rules

100290/2025

- against -
New York State Division Of Human Rights ("NYSHR"),
Melissa Franco in her capacity as General Counsel,
Linda Fenstermaker in her capacity as Regional Director.

POOR PERSON ORDER

Petition Special Proceeding under Article 78
New York State Division Of Human Rights
("NYSHR") case No. 10222893

[fill in name(s)] Defendants/Respondent(s)

x
Upon the affidavit of applicant [your name] Lydia V. Joy,
sworn to on [date] March 3, 2025 and the Summons and Complaint/Petition/Summons with Notice [circle one] dated
[date the Summons and Complaint/Petition/Summons with Notice was completed] March 3, 2025 and it
being alleged that applicant has a good cause of action or claim based upon [briefly describe the kind of lawsuit
being brought] Petition for Special Proceeding under Article 78 – NYSHR Case No. 10222893 – Due
to NYSHR and Officers' Misconduct Involving Misrepresentation, False Reporting, and Investigation.
And it being alleged that applicant is unable to pay costs, fees and disbursements to bring this action, and that
there is no other person beneficially interested in this matter, the application is hereby
☒ **GRANTED**, and it is **ORDERED**, that applicant is permitted to bring this action or proceeding as a poor
person against [name of defendants] _____

and it is further Ordered that any recovery by judgment or settlement in favor of applicant shall be paid to the clerk of
the court to await distribution pursuant to court order, and that the Clerk of Court shall make no charge for court costs
or fees in this case, including one certificated copy of the judgment and notice of appeal fee.

☐ **DENIED**, and it is **ORDERED** that, pursuant to CPLR 1101(d), and in accordance with that Section,
applicant is notified that if the required Index number fees are not paid within 120 days of this Order, this action
will be dismissed, and the Clerk of this court is hereby directed to enter judgment dismissing this action if the
Index number fee is not paid within 120 days of this Order. Service of any papers containing the above index
number after denial of the CPLR 1101(d) application and prior to payment of the index number fee must be made
with a copy of this order annexed, including the explanation that if the index number fee is not paid within 120
days of this order, the action will be dismissed.

ENTER:

J.S.C.

HON. LORI S. SATTLER

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

In the Matter of the Application of _____x

Lydia V. Joy
[your name] Plaintiff(s)/Petitioner(s),

- against -

New York State Division Of Human Rights ("NYSHR"),
Melissa Franco in her capacity as General Counsel,
Linda Fenstermaker in her capacity as Regional Director,

[fill in name(s)] Defendant(s)/Respondent(s) _____x

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss:

Index Number

100290/2025

AFFIDAVIT IN SUPPORT OF
APPLICATION TO PROCEED
AS A POOR PERSONPetition Special Proceeding under Article 78
- New York State Division Of Human Rights
("NYSHR") case No. 10222893

[Your name] Lydia V. Joy being duly sworn, deposes and says:

1. I reside at [your full address] 95-08 Queens Blvd. 3E, Rego Park, NY 11374 in
the action/proceeding for [briefly describe the type of case you are bringing] Petition Special Proceeding under
Article 78 Determination based on Fraud and Misrepresentation of the Law and Facts by NYSHR.

2. My source(s) of income are as follows [check all that apply and fill in blanks]:

☒ I am employed at [name of employer] DOHMH and earn \$ 773.00.- [circle one] wk/mo.☐ I receive government benefits as follows: N/A☐ Food stamps [amount] \$ _____ [circle one] per wk/mo.☐ Unemployment Insurance [amount] \$ _____ [circle one] per wk/mo.☐ Public Assistance [amount] \$ _____ [circle one] per wk/mo.☐ Social Security Income/Disability or Worker's Compensation [amount] \$ _____ [circle one] per wk/mo.☐ Other [describe source] _____ and receive \$ _____ [circle one] per wk/mo.3. I support myself and [list of all dependents] Child T.J., Relative L.I. medical expenses, Debts
+38.000,00.- Rent: \$ 1,200.-Utilities: \$ 180.00.-, Loan: \$ 410.00.- Credit cards: \$ 993.00.-4. A prior application [circle one] has not/ has been made for the relief requested. [If you made this
application before, explain why you are doing so again. Attach copies of prior denial(s)]. N/AThe Petition to proceed in forma pauperis has been GRANTED in the Southern District of New York
(attached). The Petitioner has paid the Index fee for case number 100992-2023, Joy v. CVTC et al., which is
related to this case involving misconduct by government employees and, now, retaliation as an additional
claim, including making a false report and pretending to conduct a fake investigation. Fraud, Spoliation of
Evidence.

WHEREFORE, I respectfully request that this application be granted.

Sworn to before me
3rd day of March, 2025

Lydia V. Joy

[sign your name in front of a notary]

Lydia V. Joy

[print your name]

Notary Public

Rev. March 2021

JIANMIN SUN

NOTARY PUBLIC-STATE OF NEW YORK

No. 01SU6321569²

Qualified in Queens County

My Commission expires March 23, 2027

EXHIBIT 5

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LYDIA V. JOY,

Plaintiff,

-against-

CRIME VICTIMS TREATMENT CENTER,

Defendant.

23-CV-11177 (UA)

ORDER GRANTING IFP APPLICATION

LAURA TAYLOR SWAIN, Chief United States District Judge:

Leave to proceed in this Court without prepayment of fees is authorized. *See* 28 U.S.C.

§ 1915.

SO ORDERED.

Dated: January 4, 2024
New York, New York

/s/ Laura Taylor Swain

LAURA TAYLOR SWAIN
Chief United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Lydia Joy

(full name of the plaintiff or petitioner applying (each person
must submit a separate application))

-against-

CV () ()

(Provide docket number, if available; if filing this with
your complaint, you will not yet have a docket number.)

Crime Victims Treatment Center ("CVTC")

(full name(s) of the defendant(s)/respondent(s))

APPLICATION TO PROCEED WITHOUT PREPAYING FEES OR COSTS

I am a plaintiff/petitioner in this case and declare that I am unable to pay the costs of these proceedings and I believe that I am entitled to the relief requested in this action. In support of this application to proceed *in forma pauperis* (IFP) (without prepaying fees or costs), I declare that the responses below are true:

1. Are you incarcerated? ☐ Yes ☒ No (If "No," go to Question 2.)

I am being held at: _____

Do you receive any payment from this institution? ☐ Yes ☒ No

Monthly amount: _____

If I am a prisoner, *see* 28 U.S.C. § 1915(h), I have attached to this document a "Prisoner Authorization" directing the facility where I am incarcerated to deduct the filing fee from my account in installments and to send to the Court certified copies of my account statements for the past six months. *See* 28 U.S.C. § 1915(a)(2), (b). I understand that this means that I will be required to pay the full filing fee.

2. Are you presently employed? ☒ Yes ☐ No

If "yes," my employer's name and address are:

LHH: 100 E 77th St, New York, NY 10075

Gross monthly pay or wages: \$ 937,22 Weekly

If "no," what was your last date of employment? _____

Gross monthly wages at the time: _____

3. In addition to your income stated above (which you should not repeat here), have you or anyone else living at the same residence as you received more than \$200 in the past 12 months from any of the following sources? Check all that apply.

(a) Business, profession, or other self-employment	☐ Yes	☒ No
(b) Rent payments, interest, or dividends	☐ Yes	☒ No

- | | | |
|---|---|--|
| (c) Pension, annuity, or life insurance payments | ☐ Yes | ☒ No |
| (d) Disability or worker's compensation payments | ☒ Yes | ☐ No |
| (e) Gifts or inheritances | ☐ Yes | ☒ No |
| (f) Any other public benefits (unemployment, social security, food stamps, veteran's, etc.) | ☐ Yes | ☒ No |
| (g) Any other sources | ☐ Yes | ☒ No |

If you answered "Yes" to any question above, describe below or on separate pages each source of money and state the amount that you received and what you expect to receive in the future.

People living at the same residence but separate from my household.

If you answered "No" to all of the questions above, explain how you are paying your expenses:

From my salary and spouse's salary.

4. How much money do you have in cash or in a checking, savings, or inmate account?

\$2,722,00.-

5. Do you own any automobile, real estate, stock, bond, security, trust, jewelry, art work, or other financial instrument or thing of value, including any item of value held in someone else's name? If so, describe the property and its approximate value:

No.

6. Do you have any housing, transportation, utilities, or loan payments, or other regular monthly expenses? If so, describe and provide the amount of the monthly expense:

\$ 5,457.00.- approx.

7. List all people who are dependent on you for support, your relationship with each person, and how much you contribute to their support (only provide initials for minors under 18):

Name T.J. 11 y/o - Child

8. Do you have any debts or financial obligations not described above? If so, describe the amounts owed and to whom they are payable:

Total Debts or Financial Obligations: \$ 27,629.00.-

Declaration: I declare under penalty of perjury that the above information is true. I understand that a false statement may result in a dismissal of my claims.

12/23/2023

Dated

/s/ Lydia Joy

Signature

Joy, Lydia V.

Name (Last, First, MI)

Prison Identification # (if incarcerated)

95-08 Queens Blvd. 3E

Address

Rego Park

City

NY

State

11374

Zip Code

(347) 453-2234

Telephone Number

sdnyprosel@gmail.com

E-mail Address (if available)

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Caption

-----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

(related to Case No. 20-cv-3361)

CERTIFICATE OF SERVICE*

I, Lidia M. Orrego, hereby certify under penalty of perjury that on July 16, 2025, I served a true and correct copy of the following documents:

- Petition for Writ of Mandamus In Re: Lidia M. Orrego, dated July 16, 2025
- Exhibits 1–13 to the Petition for Writ of Mandamus
- Form T-1080 Motion
- Affidavit Accompanying Motion for Permission to Appeal In Forma Pauperis (“IFP”)
- Exhibits 1–5 to the Affidavit Accompanying Motion for Permission to Appeal IFP

by first-class mail via the United States Postal Service upon the following, with Exhibits 1 through 13 and Exhibits 1 through 5 to the Affidavit included as specified:

I further certify that no service was performed on the parties in the following cases, as the Defendants were never served in the underlying actions:

• Clerk, United States District Court for the Eastern District of New York

Hon. Sanket J. Bulsara

Hon. Magistrate Judge Anne Y. Shields

Address: 100 Federal Plaza

Central Islip, NY 11722

• **United States Attorney's Office – Eastern District of New York**

Attn: Joseph Nocella, Jr., Interim U.S. Attorney

Address: 271 Cadman Plaza East

Brooklyn, NY 11201

Re: Petition for Writ of Mandamus

• **U.S. Department of Justice – Office of the Attorney General**

Attn: Pam Bondi, Attorney General

Address: 950 Pennsylvania Avenue NW

Washington, DC 20530

Re: Petition for Writ of Mandamus

• **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.

Kuuku Angate Minnah-Donkoh, Esq.

Gordon Rees Scully Mansukhani LLP

Address: One Battery Park Plaza, 28th Floor

New York, NY 10004

Phone: (212) 269-5500

Email: kminnahdonkoh@grsm.com

• **Counsel for Defendants Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, Pasternack Tilker Weitz & Luxenberg LLP**

Case Docket 23-cv-6507, Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP et al.

Jason M. Biegel, Esq.

David S. Wilck, Esq.

Rivkin Radler LLP

Address: 926 Rex Corp Plaza

Uniondale, NY 11556

Phone: (516) 357-3000

Emails: jason.biegel@rivkin.com, david.wilck@rivkin.com

• **Counsel for Defendants First Choice Evaluations LLC, Jason Hochfelder, M.D.**

Case Docket 23-cv-6507, Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP et al.

Andrew Hamelsky, Esq.
Stradley Ronon Stevens & Young, LLP
Address: 101 Park Avenue, Suite 2000
New York, NY 10019
Phone: (212) 404-0636
Email: ahamelsky@stradley.com

Jenifer Ann Scarcella, Esq.
White & Williams LLP
Address: One Penn Plaza
250 W 34th Street, Suite 4110
New York, NY 10119
Phone: (212) 714-3064
Email: jscarcella@stradley.com

I further certify that no service was performed on the parties in the following cases, as the defendants were never served in the underlying actions:

- Case Docket 24-cv-7247, Orrego v. Savitsky et al.
- Case Docket 25-cv-00736, Orrego v. Kerrigan et al.
- Case Docket 25-cv-00769, Orrego v. Wilson et al.

*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.

Respectfully submitted this 16th day of July 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