

*** 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
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

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,

-against-

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

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

Lidia M. Orrego

Plaintiff,

-against-

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

Table of Contents

I. Introduction

II. Statement of Facts

III. Legal Standards

IV. Argument

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

Pro Se Status

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

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

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

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

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

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

V. Conclusion

VI. Exhibit Index

Table Cases Law

- Liteky v. United States, 510 U.S. 540 (1994)
- Mullane v. Cent. Hanover Bank & Tr. Co., 339 U.S. 306 (1950)
- Bagley v. United States, 473 U.S. 667 (1985)
- Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238, 244-45 (1944)
- Hoffenberg v. Hoffman & Pollok, 296 F. Supp. 2d 504 (S.D.N.Y. 2003)
- Virgin Atl. Airways, Ltd. v. Nat'l Mediation Bd., 956 F.2d 1245 (2d Cir. 1992)
- Hempstead Video, Inc. v. Inc. Vill. of Valley Stream, 409 F.3d 127 (2d Cir. 2005)
- Flores v. Lower E. Side Serv. Ctr., 4 N.Y.3d 363 (2005)
- Erickson v. Pardus, 551 U.S. 89 (2007)
- Sassower v. Field, 973 F.2d 75 (2d Cir. 1992)
- Chambers v. NASCO, Inc., 501 U.S. 32 (1991)
- Hedges v. Yonkers Racing Corp., 48 F.3d 1320 (2d Cir. 1995)
- Oliveri v. Thompson, 803 F.2d 1265 (2d Cir. 1986)
- In re Pennie & Edmonds LLP, 323 F.3d 86 (2d Cir. 2003)
- Lugosch v. Pyramid Co., 435 F.3d 110 (2d Cir. 2006)
- Van Buskirk v. United Grp. of Companies, Inc., 935 F.3d 49 (2d Cir. 2019)
- Andryeyeva v. New York Health Care, Inc., 33 N.Y.3d 152 (2019)

Table of Authorities

- 18 U.S.C. § 1621
- 28 U.S.C. § 2201
- 42 U.S.C. § 1981

- FRCP Rules 26, 30, 31, 37, 57
- NY Labor Law § 215
- NY Penal Law § 170.10 (forgery in the second degree)
- NY Penal Law § 175.10

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 Bulsara, 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 Bulsara 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

NDAs' 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

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, et al.

Defendant(s).

-----X

PROPOSED ORDER

Upon the motion of Pro Se Plaintiff Lidia M. Orrego, dated July 7, 2025, for recusal, vacatur, stay, objection, and other relief, and upon consideration of the Notice of Motion, Affirmation in Support, Memorandum of Law, and annexed exhibits, it is hereby:

ORDERED that Judge Sanket J. Bulsara is recused under 28 U.S.C. § 455(a) and Code of Conduct for United States Judges, Canons 2A, 3A, and 3C, due to the appearance of bias, evidenced by the hasty denial of DE [199] (July 2, 2025), the partial granting of DE [200] (July 7, 2025, Exhibit 16) adopting Defendants' proposed 30-day extension (DE [201]) while ignoring Plaintiff's requests for a 60-day extension, status update, leave to amend, and a briefing schedule, and the pattern of ignoring Plaintiff's motions (DE [190], [192], [193], [194], [196], [198]) while favoring Defendants' filings (DE [185], [195]) (Exhibits 7, 9, 11, 12, 13, 15, 16);

ORDERED that Magistrate Judge Anne Y. Shields is recused under 28 U.S.C. § 455(a) and Code of Conduct for United States Judges, Canons 2A, 3A, and 3C, due to the appearance of bias, evidenced by orders (DE [65], [88]) validating fraudulent NDAs and inaction on Plaintiff's May 20, 2025, email to meet and confer (Exhibit 13);

ORDERED that this case be reassigned to another district judge and magistrate judge by the Chief Judge or the Clerk's Office to ensure impartiality;

ORDERED that DE [200] (July 1, 2025) is granted in full, including Plaintiff's requests for a 60-day adjournment of the summary judgment briefing schedule, a status update on pending motions (DE [165], [190], [192], [193], [194], [196], [198]), leave to file amended documents or supplemental certifications, and a briefing schedule;

ORDERED that the order denying DE [199] (July 2, 2025) is vacated under FRCP 60(b)(1), (3), (4), and (6) due to mistake, fraud, voidness, and extraordinary circumstances, and an amended order shall be issued recognizing DE [199] as a Renewed Motion for Declaratory Judgment under FRCP 57;

ORDERED that the summary judgment briefing schedule (DE [195], extended to August 8, 2025, per the July 7, 2025, order, Exhibit 16) is stayed under FRCP 56(d) pending resolution of discovery motions (DE [192], [194]) to allow Plaintiff to present essential facts;

ORDERED that Plaintiff's objection to the denial of DE [199] is noted to preserve appeal rights under Fed. R. App. P. 4(a);

ORDERED that the relief sought in DE [194] is granted, including vacatur of DE [195], disqualification of Defendants' counsel (Gordon Rees Scully Mansukhani, LLP) for fraud and FRCP 11 violations, provision of instructions for filing ~6,000 pages and 249+ exhibits (DE [165], Exhibit 3), establishment of a briefing schedule for DE [199], and resolution of discovery disputes;

ORDERED that the Court shall rule on pending motions DE [190], [192], [193], [196], and [198] in due course;

ORDERED that sanctions under FRCP 37 are imposed on Defendants for fraud, as evidenced by forged signatures (Exhibit 4) and false affidavits (DE [194], Pages 2-3);

ORDERED that a pre-motion conference and oral argument be scheduled to address Plaintiff's motions (DE [190], [196], [198], [199]), with the following briefing schedule, to be reviewed by the reassigned district judge:

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.

ORDERED that the Clerk of the Court provide instructions for filing Plaintiff's voluminous evidence (~6,000 pages, 249+ exhibits, digital media, DE [165], Exhibit 3) via FTP link or other secure method within 14 days of this order;

ORDERED that any further relief deemed just and proper by the Court may be granted.

ORDERED.

Date: _____, 2025
Central Islip, New York

/s/ _____
Hon. Sanket J. Bulsara
United States District Judge

EXHIBIT 1

Individual Practices for Civil and Criminal Cases

JUDGE SANKET J. BULSARA

Effective January 2, 2025

United States District Court for the Eastern District of New York

Central Islip

100 Federal Plaza
Courtroom 930
Central Islip, NY 11722
bulsara_chambers@nyed.uscourts.gov
Tel: (631) 712-5650

Brooklyn

225 Cadman Plaza East
Brooklyn, New York 11201
Tel: (718) 613-2550

Courtroom Deputy: Eddie Manson
Tel: (631) 712-5655

As of January 2, 2025, the Local Civil Rules employ word limits for certain filings. All civil filings subject to word limits in either the Local Rules or these Individual Practices must contain a certification of compliance as set forth in Local Civil Rule 7.1.

CIVIL CASE PRACTICES AT A GLANCE

	Issue	Requirement	Individual Practices	Page
Communications with Chambers	Written Communications	Must occur via letter filed on ECF.	II.A	1
	Faxes	Not permitted.	II.A	1
	Telephone Calls	Call only if parties cannot appear due to emergency and on the day of the conference. Telephone calls to chambers, otherwise prohibited .	II.B	1
	Email	<i>Ex Parte</i> Communication Prohibited. Certain documents must be provided to Chambers via email.	II.C	1
	Submission of Large Electronic Files	Contact Chambers via email for FTP link.	II.D	1
Case Related Filings	ECF	Required for all cases. Pro se litigants exempt.	III.A	2
	Notices of Appearance	Required in every case consistent with Local Civil Rule 1.4. "Of counsel" appearances prohibited.	III.B	2
	Text Searchable Submissions	Preferred for ECF filings	III.C	2
	Pro Se Cases	Counsel for represented parties must mail hard copies of papers to any pro se litigant.	III.D	2
	Microsoft Word Documents	Voir dire; jury instructions; verdict forms; proposed findings should also be emailed to Chambers.	III.E	2

	Issue	Requirement	Individual Practices	Page
	Courtesy Copies	Required for all memoranda of law and Rule 56.1 statements. Otherwise not required.	III.F	2
	Sealed or Redacted Filings	Must follow procedures set forth and satisfy <i>Lugosch</i> test.	III.G	2-3
	Unpublished Cases	Copies not required.	III.H	3
	Settlement Agreements	Court does not automatically retain jurisdiction for enforcement.	III.I	4
Court Conferences	Location; Remote Proceedings	In person proceedings only, except in certain pro se matters. Central Islip cases in Courtroom 930; Brooklyn cases, consult docket.	IV.A	4
	Requests for Adjournment or Extensions	Must be made via letter motion, 48 hours prior to deadline or time.	IV.B	4
	Attendance	Principal trial counsel required.	IV.C	4
	Participation	Court encourages participation of relatively inexperienced counsel.	IV.D	4
Magistrate Judges	Responsibilities	Magistrate Judge handles all non-dispositive pretrial matters and scheduling. Consult list for specific matters.	V.A	4-5
	Consent	Strongly encouraged.	V.B	5
	Objections or Appeals	Limited to letters no longer than 1750 words. Must have made argument or presented evidence to Magistrate Judge in first instance.	V.C	5

	Issue	Requirement	Individual Practices	Page
Motions	Letter Motions	Limited to 1750 words for opening and response briefs, and 1050 words for reply. Required for adjournments, venue, remand, and attorney's fees motions	VIA	5-6
	Premotion Conferences	Required only for non-venue Rule 12 motions.	VIB	6
	Briefing Schedule	Joint proposed schedule should be filed for all motions, except letter-motions, Rule 12 motions, motions in limine and <i>Daubert</i> motions.	VIC	6
	Bundling Rule	Should be followed for all motions except for letter-motions other enumerated motions.	VID	6
	Page Limits and Formatting	Memoranda in support and opposition limited to 8,750 words; replies to 3500 words. Double spacing and 12-point font (including footnotes) required.	VIE	6-7
	Oral Argument	Typically not held.	VIF	7
Motions	Rule 12 Motions	Require premotion conferences; party in opposition must inform about intent to amend; premotion conference will either set schedule or decide motion.	VIG	7
	Summary Judgment Motions	Deadline for briefing schedule is 30 days following discovery close; early summary judgment motions discouraged; special requirements for cross-motions; typically	VIH	8

	Issue	Requirement	Individual Practices	Page
		not permitted in non-jury cases; Rule 56.1 statements must comply with Local Civil Rule; wholesale filing of exhibits or testimony prohibited.		
	<i>Daubert</i> and Expert Motions	Absent order, must be filed on same schedule as summary judgment motions.	VII	8-9
	Bankruptcy Appeals	Follow Rules 8014-8018.	VI.K	9
	Orders to Show Cause; Return Date	Practice prohibited.	VII.L	9
Temporary Restraining Orders	Notice	Adverse party notice, unless exempt required.	VII.A	9
	Email	Email Chambers for scheduling of hearing.	VII.B	9
Pro Se Litigation	ECF	Exempt; pro se litigant permitted to receive ECF notice and file via emails sent to Clerk's Office.	VIII.A	9
	Motion Papers	Must be mailed in hard copy to pro se litigant; Local Civil Rule 7.2, 12.1, and 56.2 compliance certifications required.	VIII.B	9
Trial Procedures	Trial Date	Two weeks notice only.	IX.A	10
	Joint Pretrial Order	Due 30 days following decision on dispositive motion or following close of discovery if no motion filed. Consult list of requirements	IX.B	10-11

	Issue	Requirement	Individual Practices	Page
Trial Procedures	Motions <i>in Limine</i>	Due 30 days following filing of JPTO; subject to page and format limitations; single consolidated brief required.	IX.C.1	11
	Requests to Charge; Voir Dire; Verdict Forms; Proposed Findings	Generally due 30 days following filing of JPTO; must be joint.	IX.C.2	11-12
	Exhibit and Witness Lists	Must be filed on ECF	IX.C.3	12
	Pretrial Memorandum	Optional.	IX.C.4	12
	Deposition Designations	Must be submitted via email	IX.C.5	12
	Exhibits	Due with JPTO and submitted electronically to Chambers	IX.D	12
	Witnesses	Must be disclosed at end of each trial day.	IX.E	12
	Technology	Parties should consult courtroom deputy in advance of trial date.	IX.F	12-13
	Time Limits	Time limits used in all civil trials	IX.G	13

OVERVIEW OF SUMMARY JUDGMENT AND TRIAL DEADLINES

Item	Presumptive Deadline	Individual Practices
Summary Judgment (Briefing Schedule)	30 days following the close of discovery.	VI.H.1
<i>Daubert</i> Motions		VI.I
Joint Pretrial Order	30 days following the close of discovery or ruling on summary judgment, whichever is later.	IX.B
Electronic Copies of Exhibits	Submitted with JPTO.	IX.D
Motions <i>in Limine</i>	30 days following filing of JPTO.	IX.C.1
Requests to Charge		IX.C.2
Voir Dire		IX.C.2
Verdict Form		IX.C.2
Proposed Findings		IX.C.2
Witness List		IX.C.3
Exhibit List		IX.C.3
Pretrial Memorandum (Optional)		IX.C.4
Deposition Materials (Jury Trials Only)		IX.C.5

INDIVIDUAL PRACTICES IN CIVIL CASES

I. SCOPE AND APPLICATION; WORD COUNTS; COMPUTING TIME

These Individual Practices and Rules apply to all civil cases before Judge Bulsara. A party may seek leave, by filing a letter-motion, for a different rule or procedure to apply to a particular case.

In computing time and deadlines set forth in these Individual Practices, parties should consult Federal Rule of Civil Procedure 6.

II. COMMUNICATION WITH CHAMBERS

A. Written Communications. Except as otherwise provided below, any communication with the Court must occur via letter filed on ECF. Except for courtesy copies, which may be delivered to the Court Security Officers at the Central Islip courthouse, the Court does not accept hand delivery of any material. And the Court does not accept faxes. Letter correspondence solely between counsel should not be filed on ECF, unless as an exhibit to motion papers seeking relief from the Court. To ensure timely evaluation, a party making an application for relief via letter (such as a request for an adjournment) should file the document as a letter-motion on ECF.

B. Telephone Calls and Case Related Inquiries. Telephone calls to chambers are prohibited, except for emergency circumstances on the date of a conference. For case-related questions including deadlines and confirmation of conference dates, counsel should electronically access the docket sheet. Chambers should *only* be contacted if on the day of the conference, the parties cannot appear due to an emergency and counsel wish to inform the Court that an electronic application is forthcoming. In such a case, counsel may contact Judge Bulsara's case manager, Eddie Manson. Adjournment requests may *not* be made telephonically.

C. Emails to Chambers. The Court's email address is bulsara_chambers@nyed.uscourts.gov. Any request for an adjournment, even an emergency request, should only be made by letter filed on the docket, not by email or telephone. The Court does not respond to email requests or inquiries, or accept submissions via email, except as provided in these rules. *Ex parte* emails to Chambers are not permitted and all emails must cc: all other counsel in the case.

D. Submission of Large Electronic Files. The Court has a file transfer protocol for the safe electronic transmission of electronic files. If a party needs to submit large files to the Court, or exhibits for trial, the party should email Chambers indicating that they intend to submit large electronic file(s). The email should include the name and docket number of the case and the nature of the materials to be submitted electronically. The party should then follow the protocol set forth here: <https://evidence.nyed.uscourts.gov> for submission.

III. CASE RELATED FILINGS

A. Requirement for ECF Use. Counsel in all cases are required to register for Electronic Case Filing (“ECF”). Documents sent to the Court’s email address and not contemporaneously filed on ECF will not be considered filed. ECF procedures are available on the Eastern District of New York website. Chambers staff are unable to assist with filing via ECF. For assistance, please call the ECF helpline at (718) 613-2610. Because all orders issued by the Court will be transmitted to counsel electronically, attorneys are responsible for keeping their ECF registration current with the Clerk’s Office. Pro se litigants are exempt from ECF filing requirements.

B. Notices of Appearance. Counsel are reminded of their obligations under Local Civil Rule 1.4 to file a notice of appearance in civil cases. Only a party’s counsel of record, or an attorney authorized to appear by the party (and not simply by the party’s counsel of record) may appear in Court on behalf of a party. An attorney acting “of counsel” for a party’s counsel of record may not appear without the represented party’s explicit authorization, as such an attorney has no authority to make binding representations on behalf of any party. *See* N.Y. Rules of Pro. Conduct 1.2(c), 22 N.Y.C.R.R. § 1200 (requiring client to give “informed consent” before an attorney may make a limited appearance on the client’s behalf).

C. Text Searchable Submissions. If feasible, each submission on ECF should be in a text-searchable format created by converting the document electronically to PDF by computer (that is, *not* by scanning a printed document).

D. Cases Involving Pro Se Litigants. A party represented by counsel in a case involving a pro se litigant must still file all documents electronically on ECF and must also mail a hard copy of all documents to the pro se litigant. *See* Section V for additional rules regarding motions involving pro se litigants.

E. Microsoft Word Documents. In addition to filing the document on ECF, a party should provide Microsoft Word versions of proposed (a) voir dire; (b) jury instructions; (c) findings of fact and conclusions of law; and (d) verdict forms to the Court through its email address. Other papers should not be emailed to Chambers.

F. Courtesy Copies. The filing should only provide paper courtesy copies of memoranda of law and Rule 56.1 statements associated with any motion to the Court on the day the motion is filed on ECF (and not before). Such papers may be mailed; overnight, express or hand delivery service is not required. Courtesy copies of other papers—including letters, letter-motions, objections or appeals to decisions of a Magistrate Judge, exhibits to motions, notices of motions, proposed orders, or motions directed to the Magistrate Judge—should *not* be provided, and need only be filed on ECF.

G. Sealed or Redacted Filings. There are limited categories of information

that may be redacted from public ECF filings without prior permission from the Court: those items listed in Federal Rule of Civil Procedure 5.2. All other redactions or filing seal of Court materials require Court approval. In evaluating motions to seal, the Court applies the Second Circuit's test set forth in *Lugosch v. Pyramid Co.*, 435 F.3d 110 (2d Cir. 2006). Motions for redaction or sealing should comply with the following procedure:

1. The party seeking leave to file sealed or redacted materials should meet and confer with any opposing parties (or third parties seeking confidential treatment of the information, if any) in advance to narrow the request.
2. A party seeking to file a redacted or sealed document should file a single motion to seal that addresses every document (appended as separate exhibits) for which sealing or redaction is sought.
3. A public version of the motion should attach the exhibits containing limited redactions or an indication that the entire document is sealed, as appropriate. A private version of the motion should also be filed under seal with these same documents unredacted in their entirety.
4. The motion to seal should be accompanied by a memorandum of law that explains why any material that is redacted or entirely shielded from public view satisfies *Lugosch*. If the memorandum of law requires redaction, both redacted and unredacted versions of the memorandum, the latter under seal, should be filed. The memorandum must include an attorney certification that the meet and confer required in Step 1 has been completed.
5. Any opposition to a motion to seal must be filed within three days of the filing of the motion to seal and follow the procedures in steps (2) through (4) above.

Broad treatment of all documents and sweeping justifications for sealing are inconsistent with the requirement of narrow tailoring and are unlikely to have merit. *See Brown v. Maxwell*, 929 F.3d 41, 48 (2d Cir. 2019) (“[I]n contravention of our precedent, the District Court failed to review the documents individually and produce specific, on-the-record findings that sealing is necessary to preserve higher values. Instead, the District Court made generalized statements about the record as a whole. This too was legal error.” (quotations and footnotes omitted)); *e.g.*, *Gannett Media Corp. v. United States*, No. 22-CV-2160, 2022 WL 17818626, at *3 (2d Cir. Dec. 20, 2022) (“[B]road findings, however, are insufficient to justify the redactions in the Sealed Submissions.”).

H. Unpublished Cases. If a party cites to a case not available in an official reporter, but otherwise available on Westlaw, it need not file the authority on ECF or provide a copy to Chambers.

I. Settlement Agreements. The Court will not automatically retain jurisdiction to enforce confidential settlement agreements. If the parties move the Court to retain jurisdiction to enforce a settlement agreement, the party must file the unredacted version of the settlement agreement on ECF as an exhibit to the proposed stipulation of dismissal.

IV. COURT CONFERENCES

A. Location; Remote Proceedings. The Court conducts all conferences, except certain pro se matters, in person. Requests for remote proceedings will be denied. The parties should consult ECF to confirm the location of a conference. As a general matter, conferences for cases assigned to Central Islip will be held in Courtroom 930 and to Brooklyn will be held in the courtroom reflected on the docket sheet.

B. Requests for Adjournments or Extensions of Time. Requests for adjournments and for extensions of time must be filed electronically as letter-motions. All requests for adjournments of a court appearance must be made in writing, and absent an emergency, at least 48 hours prior to the scheduled appearance. All requests for adjournments or extensions of time must state: (1) the original date and proposed new date; (2) the reasons for the adjournment or extension; (3) whether the application is on consent; and (4) proposed dates for the revised deadline or conference.

C. Who Must Attend. Absent leave of Court obtained prior to the conference, the attorney who will serve as principal trial counsel must appear at all conferences with the Court. In accordance with Section III.B the Court does not permit “of counsel” appearances at Court conferences.

D. Courtroom Opportunities for Relatively Inexperienced Attorneys. The participation of relatively inexperienced attorneys in all court proceedings is strongly encouraged. The Court is amenable to permitting a number of lawyers to argue for one party if this creates an opportunity for a junior lawyer to participate.

V. MAGISTRATE JUDGES

A. Allocation of Responsibilities to Magistrate Judges. Consistent with the EDNY’s Division of Business Rule 2(b)(2), the assigned Magistrate Judge is “empowered to act with respect to all non-dispositive, pretrial matters.” As such, any request for action (including rescheduling of a deadline or conference set by the Magistrate Judge) on a non-dispositive matter should be addressed to the assigned Magistrate Judge, not Judge Bulsara. The following matters will be handled by the assigned Magistrate Judge:

1. Rule 16 initial conferences, discovery scheduling and management;
2. Extensions of time to serve, answer, or file amended pleadings;

3. Deposition disputes;
4. Confidentiality and protective orders;
5. Discovery motions, including motions to quash, enforce, or so-order Rule 45 subpoenas, except for subpoenas directing attendance of a witness at trial;
6. Motions related to the appearance of counsel, including for *pro hac vice* admissions, to substitute, to withdraw, or to disqualify counsel, except when such motions are made following the filing of the joint pretrial order;
7. Referrals of cases to the EDNY mediation or arbitration programs;
8. Settlement conferences;
9. Motions for collective certification under the Fair Labor Standards Act;
10. Any motion to seal related to items (1) to (9); and
11. Any motion to stay, enforce, adjourn, or compel or request related to items (1) to (10).

Motions for default judgment, to amend pleadings, or for attorney's fees will be handled by, and should be directed, to Judge Bulsara.

B. Consent to Magistrate Judge Jurisdiction. The Court *strongly* encourages parties to consent to Magistrate Judge jurisdiction over dispositive motions, for trial, settlement approval, or for all purposes.

C. Objections to or Appeal of Decisions, Orders, or Reports and Recommendations Issued by Magistrate Judges. Any appeal or objection to any action by a Magistrate Judge may only be made via letter, not to exceed 1750 words. The non-objecting party may respond via letter, not to exceed 1750 words. Replies are not permitted. The Court will summarily reject any objection or appeal based on arguments or evidence not presented in the first instance to the Magistrate Judge. As such, any letter objection or appeal must cite to the underlying record to demonstrate that the argument or evidence was first presented to the Magistrate Judge. The timing for any objection or appeal is governed by Federal Rule of Civil Procedure 72, Local Civil Rule 72.1(b), and 28 U.S.C. § 636.

VI. MOTIONS

A. Letter Motions. Papers in support and in opposition to letter-motions are limited to 1750 words, and 1050 words for reply briefs. Sur-replies are not permitted. All letter-briefs must be in 12-point font (including footnotes). The following motions

must be made via letter-motion:

1. To adjourn a deadline or extend time;
2. To transfer venue;
3. For remand; and
4. For an award of attorney's fees.

B. Premotion Conferences. Premotion conferences are required for all motions brought pursuant to Rule 12, except for those motions which must be made via letter-motion. No other motion requires a premotion conference.

C. Briefing Schedule. For all motions, except for those requiring premotion conferences, motions *in limine*, *Daubert* motions, or letter-motions, the parties should file a joint proposed briefing schedule to be so-ordered by the Court. For motions requiring premotion conferences, the Court will set the briefing schedule at the conference; motions *in limine* and *Daubert* motions are governed by Sections IX.V.5 and VI.1. The deadline for a letter motion is governed by any applicable Rule of Civil Procedure, Local Civil Rule 6.1, and any deadline set by this Court or the assigned Magistrate Judge.

D. Bundling Rule. As a courtesy to the Court, no motion papers should be filed on the docket until the motion is fully briefed. The parties should serve its papers on the other parties in accordance with the briefing schedule, and file a letter confirmation on the docket memorializing the same. Once the motion is fully briefed, the moving party is responsible for filing the full set of motion papers via ECF and providing a courtesy copy of all papers required by Section III.F to the Court. For motions implicating Fed. R. App. P. 4(a)(4)(A) or similar time-limiting rules of the Federal Rules of Civil or Appellate Procedure, if any party concludes in good faith that delaying the filing of a motion will deprive the party of a substantive right, this bundling rule does not apply; a party may file the motion within the time required by the Federal Rules of Civil or Appellate Procedure, together with an explanation of the basis for the conclusion. This bundling rule does not apply to motions: (1) for default judgment pursuant to Rule 55; (2) post-trial and/or post-judgment motions under Rules 50(b) (for judgment as a matter of law), 52(b) (to amend or make additional findings), 59 (for a new trial), and 60 (for relief from a final judgment, order or proceeding); (3) attorney's fees pursuant to Rule 54(d)(2); (4) motions involving a pro se litigant; or (5) letter-motions.

E. Word Limits, Fonts, and Formatting. The Court encourages and appreciates brevity. Memoranda of law in support of and in opposition to motions, except for letter-motions, are limited to 8750 words, and reply memoranda are limited to 3500 words. Case citations must contain pinpoint cites. All memoranda of law must

use reasonable margins, double spacing, and a reasonable font of 12 point or larger, including for footnotes. Legal arguments must be set forth in a memorandum of law rather than in affidavits, affirmations, or declarations. Any papers not complying with these requirements will be rejected. Citations to the docket should be made at the end of the sentence with “Docket Entry (“DE”) [docket number].” Thereafter, any further citations to THE docket may be made with a short-cite at the end of the sentence with “DE [docket number].” Memoranda of 3500 words or more must contain a table of contents and a table of authorities, neither of which shall count against the page limit.

F. Oral Argument. The Court does not typically hold oral argument. Parties may request oral argument by filing a letter requesting the same upon filing of a fully briefed motion, explaining the basis for the request.

G. Rule 12 Motions. The following rules apply to all motions under Federal Rule of Civil Procedure 12, except motions which must be made by proceeding via letter-motion:

1. A premotion conference is required. *See* Section VI.B. To arrange for such a conference, the moving party should file a letter not exceeding 1750 words setting forth the basis for the motion. No later than seven days following ECF service, the non-moving party may file a letter not exceeding 1750 words opposing the request and contesting the basis for the motion. Replies are not permitted.
2. Service of a letter requesting a premotion conference within the time requirements of Federal Rule of Civil Procedure 12 will constitute timely service of a motion made pursuant to this Rule.
3. When a motion to dismiss is filed, the non-moving party must, within 10 days of receipt of the motion, notify the moving party (and the Court by filing a letter on ECF) whether it intends to file an amended pleading or intends to rely upon the pleading being attacked. Any amended pleading must comply with Local Civil Rule 15.1.
4. In appropriate cases, the Court may exercise its discretion to construe the premotion letter as the motion itself.
5. Absent a statutory provision providing otherwise (e.g., the PSLRA), discovery is not stayed automatically upon filing of a motion to dismiss or request for premotion conference for such a motion. A party is obligated to seek a discovery stay from the assigned Magistrate Judge if it wishes to suspend discovery during the pendency of any motion.

H. Summary Judgment Motions

1. **Deadlines.** Unless ordered otherwise by either Judge Bulsara or the assigned Magistrate Judge, the deadline to submit a proposed summary judgment briefing schedule is 30 days following the close of all discovery. Failure to abide by this deadline will result in waiver of the right to make a summary judgment motion. *See* Fed. R. Civ. P. 56(b).
2. **Early Summary Judgment Motions.** The Court strongly discourages summary judgment motions made prior to the close of all discovery, though the Court will consider such motions in exceptional circumstances. For such early summary judgment motions, contemporaneous with the filing of the proposed briefing schedule, the moving party must file a letter no longer than 700 words directed to why early dispositive motion practice should be permitted. Any party may file a response no longer than 700 words in opposition no later than seven days after the first filing.
3. **Cross Motions For Summary Judgment.** In the case of cross-motions for summary judgment, a consolidated briefing scheme applies. Plaintiff shall serve a motion for summary judgment and supporting papers including a memorandum of law no longer than 8750 words on the deadline ordered by the Court. Defendant will then serve a motion for summary judgment and a memorandum of law of no more than 17,500 words supporting their motion and opposing Plaintiff's motion. Plaintiff will then serve a memorandum of law of no more than 12,250 words opposing Defendant's motion and replying to Defendant's opposition to Plaintiff's motion. Defendant shall then serve a reply to Plaintiff's opposition of no more than 3500 words. The papers will then be filed on ECF pursuant to the bundling rule, *see* Section VI.D, and courtesy copies provided as set forth in Section III.F.
4. **Non-Jury cases.** In any non-jury case, the Court will ordinarily not permit summary judgment practice. In such a case, on the date for the submission of a briefing schedule, the parties may submit a joint letter no longer than 700 words, explaining why such practice should be permitted.
5. **Local Rule 56.1 Statements.** Parties must prepare and submit Rule 56.1 statements consistent with the Local Rules.
6. **Exhibits.** Exhibits to summary judgment motions should be limited to those documents or portions of testimony necessary to the disposition of motions. For example, the parties should not file on ECF entire deposition transcripts or all exhibits used at a deposition. Unnecessary filings will be stricken.

I. Motion to Exclude Experts. Motions to exclude testimony of experts,

pursuant to Rules 702-705 of the Federal Rules of Evidence and *Daubert v. Merrell Dow Pharmaceuticals*, 509 U.S. 579 (1993) must be made by the deadline for briefing summary judgment motions and should not be treated as motions *in limine*. In the proposed briefing schedule for summary judgment motions, the parties may ask the Court to suspend briefing on motions related to experts, if good cause exists for such an adjournment until dispositive motions are resolved.

J. Motions *In Limine*. See Section IX.C.1.

K. Bankruptcy Appeals. Parties must comply with the briefing schedule and the format and length specifications set forth in Federal Rules of Bankruptcy Procedure 8014-8018, unless otherwise ordered by the Court.

L. Orders to Show Cause and Return Date. Parties should not proceed via orders to show cause or set their own return dates for motions.

VII. TEMPORARY RESTRAINING ORDERS

A. Notification to Adverse Party. The party seeking a temporary restraining order must file, with its motion papers, a letter indicating (a) whether and how it has notified its adversary about the motion; or (b) why the requirements of Federal Rule of Civil Procedure 65(b)(1) are satisfied, and notice to the adverse party is not required. Where the motion is made on notice to the adverse party, the moving party must serve the documents (as required by Fed. R. Civ. P. 4 or 5, as applicable) on all defendants against whom relief is sought.

B. Email to Chambers. The moving party must upon filing of the TRO papers send an email to Chambers indicating the timeframe requested for Court action. The email should also provide counsel and witness availability for a preliminary injunction hearing.

VIII. CASES INVOLVING PRO SE LITIGANTS

A. ECF. Pro se litigants are exempt from electronic filing. Pro se litigants may receive ECF notifications of case activity by contacting the Clerk's Office at either 718-613-2665 or 631-712-6060, and providing their email address. In lieu of bringing paper copies of documents to the Courthouse for filing, pro se litigants may file documents on ECF by submitting them to the Clerk's Office at <https://edny.app.box.com/f/0f6348c6cb5242409fe345811278b2ca>.

B. Motion Papers. Counsel for parties in cases must mail hard-copies of all motion papers and filings to any pro se litigant, and file proof of service on ECF, regardless of whether the pro se party has opted to receive ECF notifications. Counsel are reminded of their obligations under Local Civil Rules 7.2, 12.1 and 56.2. Any motion implicating these Local Rules must be accompanied with a certification of compliance with these requirements.

IX. TRIAL PROCEDURES

A. Notice of Trial Date; Schedule of Trial Dates. Following submission of the joint pretrial order, the Court may schedule the trial to commence with only two weeks notice, and absent extraordinary circumstances, adjournments will not be granted. The Court will typically begin trials on a Monday, and sit for four days per week.

B. Joint Pretrial Orders. No later than 30 days after the date for the completion of all discovery, or, in the event that a dispositive motion is filed, no later than 30 days after the Court's ruling on such a motion, the parties must file on ECF, a proposed joint pretrial order that includes the following information:

1. A current caption of the case (omitting entities or persons dismissed or substituted);
2. The names, law firms, addresses, telephone numbers, and email addresses of trial counsel;
3. A brief statement by plaintiff (or by defendant in a removed case) as to the basis of subject matter jurisdiction, and a brief statement by each other party as to the presence or absence of subject matter jurisdiction. Such statements shall include citations to all statutes relied on and relevant facts as to citizenship and jurisdictional amount;
4. A brief summary by each party of the claims and defenses it has asserted and which remain to be tried, without recital of evidentiary matter, but including citations to all statutes on which the party is relying;
5. A statement by each party as to whether the case is to be tried with or without a jury, and the number of trial days needed;
6. A joint statement summarizing the nature of the case, to be read to potential jurors during jury selection;
7. A list of people, places and institutions (in alphabetical order) that are likely to be mentioned during the course of the trial, to be read to potential jurors during jury selection;
8. Any stipulations or statement of facts that have been agreed to by all parties. In a jury case, the parties should memorialize any such statements in a standalone document that can be marked and admitted at trial;
9. A list of all trial witnesses (in alphabetical order), indicating whether such witnesses will testify in person (or by deposition), whether such witnesses

will require an interpreter (and, if so, which party will pay the costs for the interpreter), and a brief summary of the substance of each witness's testimony. Absent leave, a witness listed by both sides shall testify only once, and the parties should confer on scheduling for such witnesses;

10. A designation by each party of deposition testimony to be offered in its case in chief, with any cross-designations and objections by any other party. The parties need not include deposition testimony marked solely for impeachment purposes;
11. A list by each party of exhibits to be offered in evidence, with a single asterisk indicating exhibits to which no party objects on any ground. The list must include any exhibits that will be offered only on rebuttal, but does not need to include exhibits to be used solely for impeachment purposes. If a party objects to an exhibit, the objection should be noted by citing the Federal Rule of Evidence that is the basis for the objection. If any party believes that the Court should rule on such an objection in advance of trial, that party should include a notation to that effect (e.g., "Advance Ruling Requested.");
12. A statement of the damages claimed and any other relief sought, including the manner and method used to calculate any claimed damages and a breakdown of such claimed damages; and
13. A statement of whether the parties consent to less than a unanimous verdict.

C. Required Pretrial Filings. Each party must file on ECF within 30 days after the filing of the joint pretrial order, the following:

1. **Motions *in Limine*.** Each party must file a single memorandum of law, addressing all motions *in limine* filed by that party, and absent leave of Court, subject to the page and format limitations in Section VI.E above. Oppositions to the motions *in limine* are due no later than 14 days following the filing of the opening brief, with reply papers to follow no later than 7 days thereafter. No such motion will be considered unless the moving party's memorandum includes a certification that, prior to filing the motion, the parties conferred, in person or via video, in a good faith effort to resolve the issue(s) asserted in the motion without the intervention of the Court and were unable to reach an agreement.
2. **Requests to Charge; Voir Dire; Verdict Forms Proposed Findings.** In all jury cases, *joint* requests to charge, *joint* proposed verdict forms, and *joint* voir dire questions, and in all non-jury cases, proposed findings of fact and conclusions of law are required. In all jury trials, requests to charge, proposed verdict forms, and voir dire questions shall be filed as *joint* submissions, with

any differing proposals displayed in track change format and supported by authority or other justification. Absent good reason, the parties should not include proposed language for standard instructions (about, for example, the role of the Court and the jury, the standard of proof, etc.), as the Court is likely to use its own standard instructions; instead, the parties should include a list of standard instructions that they believe are appropriate and focus their attention on case-specific requests to charge. For any request to charge, voir dire question, or verdict entry on which the parties cannot agree, each party should clearly set forth its proposed charge or question, and briefly state why the Court should use its proposed charge or question, with citations to supporting authority. These documents should also be emailed to chambers contemporaneously.

3. **Exhibit and Witness Lists** (consistent with the previously filed joint pretrial order).
4. **Pretrial Memorandum of Law.** If a party believes that pretrial memorandum of law would be useful to the Court, it shall file such memorandum of law on ECF. Rebuttal or reply memoranda are not permitted, and any memorandum must comply with Section VI.
5. **Deposition Materials.** In any non-jury case, each party should submit via email (but not file on ECF) all deposition excerpts which will be offered as substantive evidence, as well as a one-page synopsis of those excerpts for each deposition. Each synopsis must include page citations to the pertinent pages of the deposition transcripts.

D. Electronic Copies of Exhibits. The parties must also submit with the joint pretrial order (but not file on ECF): an electronic copy of each exhibit sought to be admitted (with each filename corresponding to the relevant exhibit number — e.g., “PX-1,” “DX-1,” etc.). The electronic copies should be submitted pursuant to the protocol in Section II.D. If submission of electronic copies would be an undue burden on a party, the party may seek leave of the Court (by letter-motion filed on ECF) to submit prospective documentary exhibits in hard copy. Each hard copy shall be pre-marked (that is, with an exhibit sticker) and assembled sequentially in a loose-leaf binder (not to exceed 2 1/2 inches in thickness) or in separate manila folders labeled with the exhibit 12 numbers and placed in redweld folders labeled with the case name and docket number.

E. Witnesses. No later than the end of each trial day, counsel must notify each other and the Court of witnesses to be called the next trial day.

F. Technology Needs. If a party wishes to use audio-visual equipment at a hearing or trial, it is that party’s responsibility to ensure that any required approvals are obtained and that the necessary equipment is set up and working properly in advance

of trial. The party should contact Judge Bulsara's Courtroom Deputy sufficiently in advance of trial to make the necessary arrangements for a technology walkthrough and to test the equipment.

G. Time Limits. In most civil cases, the Court will impose time limits on both sides at the final prehearing or pretrial conference. The parties' opening statements (in civil jury trials) and examinations of witnesses will count against their time. The time limits do not apply to jury selection or to summations; the Court may impose separate time limits for summations. The parties should be prepared to address the issue of time limits at the final prehearing or pretrial conference.

CRIMINAL CASE PRACTICES AT A GLANCE

	Issue	Requirement	Individual Practices	Page
Communications with Chambers	Written Communications	Must occur via letter filed on ECF.	II.A	1
	Faxes	Not permitted.	II.A	1
	Telephone Calls	Call only if parties cannot appear due to emergency and on the day of the conference. Telephone calls to chambers, otherwise prohibited .	II.B	1
	Email	<i>Ex Parte</i> Communication Prohibited. Certain documents must be provided to Chambers via email.	II.C	1
	Submission of Large Electronic Files	Contact Chambers via email for FTP link.	II.D	1
Case Related Filings	ECF	Required for all cases.	III.A	2
	Notices of Appearance	Required in every case consistent with Local Criminal Rule 1.4.	III.B	2
	Text Searchable Submissions	Preferred for ECF filings.	III.C	2
	Microsoft Word Documents	Voir dire; jury instructions; verdict forms should also be emailed to Chambers.	III.D	2
	Courtesy Copies	Required for all memoranda of law longer than 10 pages/3500 words; sentencing submissions; and 3500 material. Otherwise not required.	III.E	2
	Sealed or Redacted Filings	Must follow procedures set forth and satisfy <i>Lugosch</i> test.	III.F	2-3
	Unpublished Cases	Copies not required.	III.G	3
Case Scheduling	Initial Appearance and Arraignment	Handled by duty Magistrate Judge.	IV.A	3
	Initial Status Conference	Counsel should email for scheduling.	IV.B	3
	Trial Date	Set at second status conference.	IV.C	3

	Issue	Requirement	Individual Practices	Page
	Request for Adjournment	Must be made 72 hours in advance, including for sentencing or pleas, and in writing via letter-motion.	IV.D	3-4
Guilty Pleas	Documents Emailed to Court (in advance)	Plea agreement; information; waiver of indictment; and elements sheet.	V.A	4
	Factual Allocation	Pre-plea preparation strongly encouraged.	V.B	4
	Documents Emailed to Court (following plea)	Executed plea agreement for filing under seal (no docket entry).	V.C	4
Letters, Motions, and Memoranda	Page Limits and Formatting	No page limits except for <i>in limine</i> motions. Letters longer than 2 pages/700 words must be double spaced. 12 point font (including footnotes) required for all submissions.	VI.A	4-5
	Discovery Motions	Must comply with meet-and-confer requirement of Local Criminal Rule 16.1	VI.B	5
	Motions <i>in Limine</i>	Due no later than 45 days prior to trial; must be consolidated briefs; limited to 8750 words for opening and response briefs and 3500 words for reply; replies strongly discouraged.	VI.C	5
Trial Procedures	Requests to Charge; Voir Dire; Verdict Forms	Due 14 days prior to trial; also must be emailed to Chambers in MS Word format.	VII.A.1	5
	Exhibit Lists	Due 7 days prior to trial.	VII.A.2	5
	Exhibits	Electronic form due to Chambers 2 days prior to trial	VII.A.3	5-6
	3500 Material	Must be in hard copy.	VII.A.4	5-6
	Witnesses	Must be disclosed at end of each trial day.	VII.B	6
	Technology	Parties should consult courtroom deputy in advance of trial date.	VII.C	6
Sentencing	Timing	21 days prior to sentencing for Defendant; 14 days prior to sentencing for Government.	VIII.A	6

	Issue	Requirement	Individual Practices	Page
	Letters	Should be consolidated submission on ECF.	VIII.B	6

Judge Bulsara Individual Practices (Criminal)
January 2, 2025

INDIVIDUAL PRACTICES IN CRIMINAL CASES

I. SCOPE AND APPLICATION

These Individual Practices and Rules apply to all criminal cases before Judge Bulsara. A party may seek leave, by filing a letter-motion, for a different rule or procedure to apply to a particular case.

In computing time and deadlines set forth in these Individual Practices, parties should consult Federal Rule of Criminal Procedure 45.

II. COMMUNICATION WITH CHAMBERS

A. Written Communications. Except as otherwise provided below, any communication with the Court must occur via letter filed on ECF. Except for courtesy copies, the Court does not accept hand delivery of any materials, which must be provided to the Court Security Officers at the Central Islip Courthouse lobby. And the Court does not accept faxes. A party making an application for relief via letter (such as a request for an adjournment), should file the letter as a letter-motion on ECF.

B. Telephone Calls and Case Related Inquiries. Telephone calls to chambers are prohibited, except for emergency circumstances on the date of a conference. Chambers should only be contacted if on the day of the conference, the parties cannot appear due to an emergency and counsel wish to inform the Court that an electronic application is forthcoming, in which case counsel may contact Judge Bulsara's deputy, Eddie Manson. Adjournment requests may *not* be made telephonically.

C. Emails to Chambers. The Court's email address is bulsara_chambers@nyed.uscourts.gov. Any request for an adjournment, even an emergency request, should only be made by letter, not email or telephone. The Court does not respond to email requests or inquiries, or accept documents via email, except for those matters detailed in these rules. *Ex parte* emails to Chambers are not permitted, and absent good cause, all emails must cc: opposing counsel.

D. Submission of Large Electronic Files. The Court has a file transfer protocol for the safe electronic transmission of electronic files. If a party needs to submit large files to the Court, or exhibits for trial, the party should email Chambers indicating that they intend to submit large electronic file(s). The email should include the name and docket number of the case and the nature of the materials to be submitted electronically. The party should then follow the protocol set forth here: <https://evidence.nyed.uscourts.gov> for submission.

Judge Bulsara Individual Practices (Criminal)
January 2, 2025

III. CASE RELATED FILINGS

A. Requirement for ECF Use. Counsel in all cases are required to register for Electronic Case Filing (“ECF”). ECF procedures are available on the Eastern District of New York website. Chambers staff are unable to assist with filing via ECF. For assistance, please call the ECF helpline at (718) 613-2610. Because all orders issued by the Court will be transmitted electronically, attorneys are responsible for keeping their ECF registration current with the Clerk’s Office.

B. Notices of Appearance. Counsel are reminded of their obligations under Local Criminal Rule 1.2 to file a notice of appearance in criminal cases.

C. Text searchable submissions. If feasible, each submission on ECF should be in a text-searchable format created by converting the document electronically to PDF by computer (that is, *not* by scanning a printed document).

D. Microsoft Word Documents. In addition to filing the document on ECF, a party should provide Microsoft Word versions of proposed (a) voir dire; (b) jury instructions; and (c) verdict forms to the Court’s email address.

E. Courtesy Copies. The parties must supply the Court with courtesy copies of any memoranda longer than 3500 words (10 pages), sentencing submissions, and 3500 material, all of which may be mailed to Chambers (express, overnight or hand deliver are not required). Courtesy copies of any other material are not required.

F. Sealed or Redacted Filings. There are limited categories of information that may be redacted from public ECF filings without prior permission from the Court: those items listed in Federal Rule of Civil Procedure 5.2. All other redactions or filing seal of Court materials require Court approval. In evaluating motions to seal, the Court applies the Second Circuit’s test set forth in *Lugosch v. Pyramid Co.*, 435 F.3d 110 (2d Cir. 2006). Motions for redaction or sealing should comply with the following procedure:

1. A party seeking to file a redacted or sealed document should file a single motion to seal that addresses every document (as separate exhibits) for which sealing or redaction is sought.
2. A public version of the motion should attach the exhibits containing limited redactions or an indication that the entire document is sealed, as appropriate. A private version of the motion should be filed under seal with these same documents unredacted in their entirety.
3. The motion to seal should be accompanied by a memorandum of law that

Judge Bulsara Individual Practices (Criminal)
January 2, 2025

explains why any material that is redacted or entirely shielded from public view satisfies *Lugosch*. If the memorandum of law requires redaction, both redacted and unredacted versions of the memorandum, the latter under seal, should be filed.

4. Any opposition to a motion to seal must be filed within three days of the filing of the motion to seal and follow the procedures in steps (2) through (3) above.

Broad treatment of all documents and sweeping justifications for sealing are inconsistent with the requirement of narrow tailoring and are unlikely to have merit. *See Brown v. Maxwell*, 929 F.3d 41, 48 (2d Cir. 2019) (“[I]n contravention of our precedent, the District Court failed to review the documents individually and produce specific, on-the-record findings that sealing is necessary to preserve higher values. Instead, the District Court made generalized statements about the record as a whole. This too was legal error.” (quotations and footnotes omitted)); *e.g., Gannett Media Corp. v. United States*, No. 22-CV-2160, 2022 WL 17818626, at *3 (2d Cir. Dec. 20, 2022) (“[B]road findings, however, are insufficient to justify the redactions in the Sealed Submissions.”).

G. Unpublished Cases. If a party cites to a case not available in an official reporter, but otherwise available on Westlaw, it need not file the authority on ECF or provide a copy to Chambers.

IV. CASE SCHEDULING

A. Initial Appearances and Arraignments. A defendant’s initial appearance and any arraignment on an indictment (or superseding indictment) will take place before the Magistrate Judge on duty.

B. Status Conferences. Following the assignment of a criminal case to Judge Bulsara, the parties are directed to email chambers, cc:ing all counsel, requesting an initial status conference.

C. Trial Dates. At the *second* status conference, the Court will generally set a firm trial date. The parties should meet and confer to discuss potential trial dates. Once a trial date has been set, it will only be adjourned in exceptional circumstances.

D. Requests for Adjournments or Extensions of Time. Requests for adjournments and for extensions of time—including for sentencing—must be filed electronically as letter-motions. All requests for adjournments of a court conference, sentencing or plea hearing must be made in writing, and absent an emergency, at least 72 hours prior to the scheduled appearance. All requests for adjournments or

Judge Bulsara Individual Practices (Criminal)
January 2, 2025

extensions of time must state: (1) the original date and proposed new date; (2) the reasons for the adjournment or extension; (3) whether the application is on consent; and (4) proposed dates for the revised deadline or conference.

V. PROCEDURES FOR GUILTY PLEAS

A. Documents in Advance of Change of Plea Hearing. The parties must provide the Court with an electronic copy of the following documents at least three calendar days prior to a change-of-plea hearing, and do so via email to chambers:

1. Plea or cooperation agreement or *Pimentel* letter;
2. Information, if the defendant intends to plead guilty to a new charging instrument;
3. An executed waiver of indictment form, if the defendant intends to plead guilty to either an information or complaint; and
4. An elements sheet, that sets forth the elements of the offense to which the defendant intends to plead guilty.

B. Preparation for Allocution. Defense counsel are expected to have discussed the elements of the offense with their client and discuss the need to have an narrative allocution that incorporates those elements. In the interest of clarity and efficiency, counsel is encouraged to assist the defendant in writing an allocution that can be read in open court during the plea proceeding.

C. Documents Following Plea Hearing. Counsel for the Government must email Chambers with an executed copy of the plea agreement following conclusion of the hearing and provide the document in PDF form.

VI. LETTERS, MOTIONS AND MEMORANDA

A. Page and Word Limits, Fonts, and Formatting. The Court encourages and appreciates brevity. For criminal matters, except for motions *in limine*, as set forth in in Section VI.C, the Court does not impose page or word count limits. Any letter, motion, or submission of any kind, except for letters shorter than 700 words (2 pages) must use reasonable margins, double spacing, and a reasonable font of 12 point or larger, including for footnotes. Case citations must contain pinpoint cites. Legal arguments must be set forth in a memorandum of law rather than in affidavits, affirmations, or declarations. Any papers not complying with these requirements will be rejected. Citations to the docket should be made at the end of the sentence with “Docket Entry (“DE”) [docket number].” Thereafter, any further citations to the docket

Judge Bulsara Individual Practices (Criminal)
January 2, 2025

may be made with a short-cite at the end of the sentence with “DE [docket number].” Memoranda of ten pages or more (3500 words) must contain a table of contents and a table of authorities, neither of which shall count against any page limit.

B. Discovery Motions. All discovery motions must comply with Local Criminal Rule 16.1 and contain a certification of the same in the motion papers. Discovery motions should be filed as “letter-motions.”

C. Motions in Limine. Any motions *in limine*, including those directed at evidentiary issues, must be filed no later than 45 days prior to the date of trial, with any opposition due 14 days later, and any reply 7 days thereafter. Each party must file a *single* consolidated memorandum of law in support of all motions *in limine* filed by that party. Memoranda of law in support of and in opposition to motions, except for letter-motions, are limited to 8750 words, and reply memoranda are limited to 3500 words. The Court does not prohibit but strongly discourages reply memoranda.

VII. TRIAL PROCEDURES

A. Required Pretrial Filings.

- 1. Requests to Charge; Voir Dire; Proposed Verdict Form.** Any proposed requests to charge, verdict forms, and voir dire questions must be filed on ECF no later than 14 days prior to trial. Absent good reason, the parties should not include proposed language for standard instructions (about, for example, the role of the Court and the jury, the standard of proof, etc.), as the Court is likely to use its own standard instructions; instead, the parties should include a list of standard instructions that they believe are appropriate and focus their attention on case-specific requests to charge. For any request to charge each party should include citations to supporting authority. These documents should also be emailed to Chambers.
- 2. Exhibit Lists.** Any exhibit lists must be filed on ECF no later than 7 days prior to trial, and emailed to chambers.
- 3. Electronic Copies of Exhibits.** The parties must submit to the Court no later than 2 days prior to trial (but not file on ECF): an electronic copy of each exhibit sought to be admitted (with each filename corresponding to the relevant exhibit number — e.g., “GX-1,” “DX-1,” etc.). If submission of electronic copies would be an undue burden on a party, the party may seek leave of Court (by letter-motion filed on ECF) to submit prospective documentary exhibits in hard copy. Each hard copy shall be pre-marked (that is, with an exhibit sticker) and assembled sequentially in a loose-leaf binder (not to exceed 2 1/2 inches in thickness) or in separate manila folders

Judge Bulsara Individual Practices (Criminal)
January 2, 2025

labeled with the exhibit numbers and placed in redweld folders labeled with the case name and docket number.

4. **Section 3500 Material.** All 3500 Material must be provided to the Court no later than 2 days prior to trial in hard copy, either assembled sequentially in a binder, or in separately labelled manila folders and placed in redweld folders.

B. Witnesses. No later than the end of each trial day, counsel must notify each other and the Court of witnesses to be called the next trial day.

C. Technology Needs. If a party wishes to use audio-visual equipment at a hearing or trial, it is that party's responsibility to ensure that any required approvals are obtained and that the necessary equipment is set up and working properly in advance of trial. A list of the technology already set-up in Courtroom 930 can be found in Attachment B. The party should contact Judge Bulsara's Courtroom Deputy sufficiently in advance of trial to make the necessary arrangements for a technology walkthrough and to test the equipment.

VIII. SENTENCING

A. Timing of Submissions. A defendant's sentencing memorandum is due 21 days prior to the date of sentencing. The Government's sentencing memorandum is due 14 days prior to the date of sentencing.

B. Sentencing Letters. Letters should be grouped and filed together as attachments or exhibits to a sentencing memorandum. A defendant is responsible for filing all letters submitted, including those from friends and relatives.

EXHIBIT 2

Individual Practices for Civil and Criminal Cases

JUDGE SANKET J. BULSARA

Effective April 21, 2025

United States District Court for the Eastern District of New York

Central Islip

100 Federal Plaza
Courtroom 930
Central Islip, NY 11722
bulsara_chambers@nyed.uscourts.gov
Tel: (631) 712-5650

Brooklyn

225 Cadman Plaza East
Brooklyn, New York 11201
Tel: (718) 613-2550

Courtroom Deputy: Eddie Manson
Tel: (631) 712-5655

As of January 2, 2025, the Local Civil Rules employ word limits for certain filings. All civil filings subject to word limits in either the Local Rules or these Individual Practices must contain a certification of compliance as set forth in Local Civil Rule 7.1.

CIVIL CASE PRACTICES AT A GLANCE

	Issue	Requirement	Individual Practices	Page
Communications with Chambers	Written Communications	Must occur via letter filed on ECF.	II.A	1
	Faxes	Not permitted.	II.A	1
	Telephone Calls	Call only if parties cannot appear due to emergency and on the day of the conference. Telephone calls to chambers, otherwise prohibited .	II.B	1
	Email	<i>Ex parte</i> communication prohibited. Certain documents must be provided to Chambers via email.	II.C	1
	Submission of Large Electronic Files	Contact Chambers via email for FTP link.	II.D	1
Case Related Filings	ECF	Required for all cases. Pro se litigants exempt.	III.A	2
	Notices of Appearance	Required in every case consistent with Local Civil Rule 1.4. "Of counsel" appearances prohibited.	III.B	2
	Text Searchable Submissions	Preferred for ECF filings.	III.C	2
	Pro Se Cases	Counsel for represented parties must mail hard copies of papers to any pro se litigant.	III.D	2
	Microsoft Word Documents	Voir dire; jury instructions; verdict forms; proposed findings should also be emailed to Chambers.	III.E	2

	Issue	Requirement	Individual Practices	Page
	Courtesy Copies	Required for all memoranda of law and Rule 56.1 statements. Otherwise not required.	III.F	2
	Sealed or Redacted Filings	Must follow procedures set forth and satisfy <i>Lugosch</i> test.	III.G	3
	Unpublished Cases	Copies not required.	III.H	3-4
	Settlement Agreements	Court does not automatically retain jurisdiction for enforcement.	III.I	4
Court Conferences	Location; Remote Proceedings	In person proceedings only, except in certain pro se matters. Central Islip cases in Courtroom 930; Brooklyn cases, consult docket.	IV.A	4
	Requests for Adjournment or Extensions	Must be made via letter motion, 48 hours prior to deadline or time.	IV.B	4
	Attendance	Principal trial counsel required.	IV.C	4
	Participation	Court encourages participation of relatively inexperienced counsel.	IV.D	4
Magistrate Judges	Responsibilities	Magistrate Judge handles all non-dispositive pretrial matters and scheduling. Consult list for specific matters.	V.A	4-5
	Consent	Strongly encouraged.	V.B	5
	Objections or Appeals	Limited to letters no longer than 1750 words. Must have made argument or presented evidence to Magistrate Judge in first instance.	V.C	5

	Issue	Requirement	Individual Practices	Page
Motions	Letter Motions	Limited to 1750 words for opening and response briefs, and 1050 words for reply. Required for adjournments, venue, remand, and attorney's fees motions.	VI.A	5-6
	Premotion Conferences	Required only for non-venue Rule 12 motions.	VI.B	6
	Briefing Schedule	Joint proposed schedule should be filed for all motions, except letter-motions, Rule 12 motions, motions in limine and <i>Daubert</i> motions.	VI.C	6
	Bundling Rule	Should be followed for all motions except for letter-motions and other enumerated motions.	VI.D	6
	Page Limits and Formatting	Memoranda in support and opposition limited to 8,750 words; replies to 3500 words. Double spacing and 12-point font (including footnotes) required.	VI.E	6-7
	Oral Argument	Typically not held.	VI.F	7
	Rule 12 Motions	Require premotion conferences; party in opposition must inform about intent to amend; premotion conference will either set schedule or decide motion.	VI.G	7

	Issue	Requirement	Individual Practices	Page
	Summary Judgment Motions	Deadline for briefing schedule is 30 days following discovery close; early summary judgment motions discouraged; special requirements for cross-motions; typically not permitted in non-jury cases; Rule 56.1 statements must comply with Local Civil Rule; wholesale filing of exhibits or testimony prohibited.	VI.H	8
	Motions to Amend	Redlines Required.	VI.I	9
	<i>Daubert</i> and Expert Motions	Absent order, must be filed on same schedule as summary judgment motions.	VI.J	9
	Bankruptcy Appeals	Follow Rules 8014-8018.	VI.L	9
	Orders to Show Cause; Return Date	Practice prohibited.	VI.M	9-10
Temporary Restraining Orders	Notice	Adverse party notice, unless exempt required.	VII.A	10
	Email	Email Chambers for scheduling of hearing.	VII.B	10
Pro Se Litigation	ECF	Exempt; pro se litigant permitted to receive ECF notice and file via emails sent to Clerk's Office.	VIII.A	10
	Motion Papers	Must be mailed in hard copy to pro se litigant; Local Civil Rule 7.2, 12.1, and 56.2 compliance certifications required.	VIII.B	10

Trial Procedures	Trial Date	Two weeks notice only.	IX.A	10
	Joint Pretrial Order	Due 30 days following decision on dispositive motion or following close of discovery if no motion filed. Consult list of requirements.	IX.B	10-12
	Motions <i>in Limine</i>	Due 30 days following filing of JPTO; subject to page and format limitations; single consolidated brief required.	IX.C.1	12
	Requests to Charge; Voir Dire; Verdict Forms; Proposed Findings	Generally due 30 days following filing of JPTO; must be joint.	IX.C.2	12-13
	Exhibit and Witness Lists	Must be filed on ECF.	IX.C.3	13
	Pretrial Memorandum	Optional.	IX.C.4	13
	Deposition Designations	Must be submitted via email.	IX.C.5	13
	Exhibits	Due with JPTO and submitted electronically to Chambers.	IX.D	13
	Witnesses	Must be disclosed by end of each trial day.	IX.E	13
	Technology	Parties should consult courtroom deputy in advance of trial date.	IX.F	13
	Time Limits	Time limits used in all civil trials.	IX.G	13

Judge Bulsara Individual Practices (Civil)
April 21, 2025

OVERVIEW OF SUMMARY JUDGMENT AND TRIAL DEADLINES

	Presumptive Deadline	Individual Practices
Summary Judgment (Briefing Schedule)	30 days following the close of discovery. Not permitted.	VI.H.1
<i>Daubert Motions</i>		VI.J
Joint Pretrial Order	30 days following the close of discovery or decision on summary judgment, whichever is later.	IX.B
Electronic Copies of Exhibits	Submitted with JPTO.	IX.D
Motions in Limine	30 days following filing of JPTO.	IX.C.1
Requests to Charge		IX.C.2
Voir Dire		IX.C.2
Verdict Form		IX.C.2
Proposed Findings		IX.C.2
Witness List		IX.C.3
Exhibit List		IX.C.3
Pretrial Memo (Optional)		IX.C.4
Deposition Material		IX.C.4

INDIVIDUAL PRACTICES IN CIVIL CASES

I. SCOPE AND APPLICATION; WORD COUNTS; COMPUTING TIME

These Individual Practices and Rules apply to all civil cases before Judge Bulsara. A party may seek leave, by filing a letter-motion, for a different rule or procedure to apply to a particular case.

In computing time and deadlines set forth in these Individual Practices, parties should consult Federal Rule of Civil Procedure 6.

II. COMMUNICATION WITH CHAMBERS

A. Written Communications. Except as otherwise provided below, any communication with the Court must occur via letter filed on ECF. Except for courtesy copies, which may be delivered to the Court Security Officers at the Central Islip courthouse, the Court does not accept hand delivery of any material. And the Court does not accept faxes. Letter correspondence solely between counsel should not be filed on ECF, unless as an exhibit to motion papers seeking relief from the Court. To ensure timely evaluation, a party making an application for relief via letter (such as a request for an adjournment) should file the document as a letter-motion on ECF.

B. Telephone Calls and Case Related Inquiries. Telephone calls to chambers are prohibited, except for emergency circumstances on the date of a conference. For case-related questions including deadlines and confirmation of conference dates, counsel should electronically access the docket sheet. Chambers should *only* be contacted if on the day of the conference, the parties cannot appear due to an emergency and counsel wish to inform the Court that an electronic application is forthcoming. In such a case, counsel may contact Judge Bulsara's case manager, Eddie Manson. Adjournment requests may *not* be made telephonically.

C. Emails to Chambers. The Court's email address is bulsara_chambers@nyed.uscourts.gov. Any request for an adjournment, even an emergency request, should only be made by letter filed on the docket, not by email or telephone. The Court does not respond to email requests or inquiries, or accept submissions via email, except as provided in these rules. *Ex parte* emails to Chambers are not permitted and all emails must cc: all other counsel in the case.

D. Submission of Large Electronic Files. The Court has a file transfer protocol for the safe electronic transmission of electronic files. If a party needs to submit large files to the Court, or exhibits for trial, the party should email Chambers indicating that they intend to submit large electronic file(s). The email should include the name and docket number of the case and the nature of the materials to be submitted electronically. The party should then follow the protocol set forth here: <https://evidence.nyed.uscourts.gov> for submission.

III. CASE RELATED FILINGS

A. Requirement for ECF Use. Counsel in all cases are required to register for Electronic Case Filing (“ECF”). Documents sent to the Court’s email address and not contemporaneously filed on ECF will not be considered filed. ECF procedures are available on the Eastern District of New York website. Chambers staff are unable to assist with filing via ECF. For assistance, please call the ECF helpline at (718) 613-2610. Because all orders issued by the Court will be transmitted to counsel electronically, attorneys are responsible for keeping their ECF registration current with the Clerk’s Office. Pro se litigants are exempt from ECF filing requirements.

B. Notices of Appearance. Counsel are reminded of their obligations under Local Civil Rule 1.4 to file a notice of appearance in civil cases. Only a party’s counsel of record, or an attorney authorized to appear by the party (and not simply by the party’s counsel of record) may appear in Court on behalf of a party. An attorney acting “of counsel” for a party’s counsel of record may not appear without the represented party’s explicit authorization, as such an attorney has no authority to make binding representations on behalf of any party. *See* N.Y. Rules of Pro. Conduct 1.2(c), 22 N.Y.C.R.R. § 1200 (requiring client to give “informed consent” before an attorney may make a limited appearance on the client’s behalf).

C. Text Searchable Submissions. If feasible, each submission on ECF should be in a text-searchable format created by converting the document electronically to PDF by computer (that is, *not* by scanning a printed document).

D. Cases Involving Pro Se Litigants. A party represented by counsel in a case involving a pro se litigant must still file all documents electronically on ECF and must also mail a hard copy of all documents to the pro se litigant. *See* Section V for additional rules regarding motions involving pro se litigants.

E. Microsoft Word Documents. In addition to filing the document on ECF, a party should provide Microsoft Word versions of proposed (a) voir dire; (b) jury instructions; (c) findings of fact and conclusions of law; and (d) verdict forms to the Court through its email address. Other papers should not be emailed to Chambers.

F. Courtesy Copies. The filing should only provide paper courtesy copies of memoranda of law and Rule 56.1 statements associated with any motion to the Court on the day the motion is filed on ECF (and not before). Such papers may be mailed; overnight, express or hand delivery service is not required. Courtesy copies of other papers—including letters, letter-motions, objections or appeals to decisions of a Magistrate Judge, exhibits to motions, notices of motions, proposed orders, or motions directed to the Magistrate Judge—should *not* be provided, and need only be filed on ECF.

G. Sealed or Redacted Filings. There are limited categories of information that may be redacted from public ECF filings without prior permission from the Court: those items listed in Federal Rule of Civil Procedure 5.2. All other redactions or filing seal of Court materials require Court approval. In evaluating motions to seal, the Court applies the Second Circuit's test set forth in *Lugosch v. Pyramid Co.*, 435 F.3d 110 (2d Cir. 2006). Motions for redaction or sealing should comply with the following procedure:

1. The party seeking leave to file sealed or redacted materials should meet and confer with any opposing parties (or third parties seeking confidential treatment of the information, if any) in advance to narrow the request.
2. A party seeking to file a redacted or sealed document should file a single motion to seal that addresses every document (appended as separate exhibits) for which sealing or redaction is sought.
3. A public version of the motion should attach the exhibits containing limited redactions or an indication that the entire document is sealed, as appropriate. A private version of the motion should also be filed under seal with these same documents unredacted in their entirety.
4. The motion to seal should be accompanied by a memorandum of law that explains why any material that is redacted or entirely shielded from public view satisfies *Lugosch*. If the memorandum of law requires redaction, both redacted and unredacted versions of the memorandum, the latter under seal, should be filed. The memorandum must include an attorney certification that the meet and confer required in Step 1 has been completed.
5. Any opposition to a motion to seal must be filed within three days of the filing of the motion to seal and follow the procedures in steps (2) through (4) above.

Broad treatment of all documents and sweeping justifications for sealing are inconsistent with the requirement of narrow tailoring and are unlikely to have merit. See *Brown v. Maxwell*, 929 F.3d 41, 48 (2d Cir. 2019) ("[I]n contravention of our precedent, the District Court failed to review the documents individually and produce specific, on-the-record findings that sealing is necessary to preserve higher values. Instead, the District Court made generalized statements about the record as a whole. This too was legal error." (quotations and footnotes omitted)); e.g., *Gannett Media Corp. v. United States*, No. 22-CV-2160, 2022 WL 17818626, at *3 (2d Cir. Dec. 20, 2022) ("[B]road findings, however, are insufficient to justify the redactions in the Sealed Submissions.").

H. Unpublished Cases. If a party cites to a case not available in an official reporter, but otherwise available on Westlaw, it need not file the authority on ECF or

provide a copy to Chambers.

I. Settlement Agreements. The Court will not automatically retain jurisdiction to enforce confidential settlement agreements. If the parties move the Court to retain jurisdiction to enforce a settlement agreement, the party must file the unredacted version of the settlement agreement on ECF as an exhibit to the proposed stipulation of dismissal.

IV. COURT CONFERENCES

A. Location; Remote Proceedings. The Court conducts all conferences, except certain pro se matters, in person. Requests for remote proceedings will be denied. The parties should consult ECF to confirm the location of a conference. As a general matter, conferences for cases assigned to Central Islip will be held in Courtroom 930 and to Brooklyn will be held in the courtroom reflected on the docket sheet.

B. Requests for Adjournments or Extensions of Time. Requests for adjournments and for extensions of time must be filed electronically as letter-motions. All requests for adjournments of a court appearance must be made in writing, and absent an emergency, at least 48 hours prior to the scheduled appearance. All requests for adjournments or extensions of time must state: (1) the original date and proposed new date; (2) the reasons for the adjournment or extension; (3) whether the application is on consent; and (4) proposed dates for the revised deadline or conference.

C. Who Must Attend. Absent leave of Court obtained prior to the conference, the attorney who will serve as principal trial counsel must appear at all conferences with the Court. In accordance with Section III.B the Court does not permit “of counsel” appearances at Court conferences.

D. Courtroom Opportunities for Relatively Inexperienced Attorneys. The participation of relatively inexperienced attorneys in all court proceedings is strongly encouraged. The Court is amenable to permitting a number of lawyers to argue for one party if this creates an opportunity for a junior lawyer to participate.

V. MAGISTRATE JUDGES

A. Allocation of Responsibilities to Magistrate Judges. Consistent with the EDNY’s Division of Business Rule 2(b)(2), the assigned Magistrate Judge is “empowered to act with respect to all non-dispositive, pretrial matters.” As such, any request for action (including rescheduling of a deadline or conference set by the Magistrate Judge) on a non-dispositive matter should be addressed to the assigned Magistrate Judge, not Judge Bulsara. The following matters will be handled by the assigned Magistrate Judge:

1. Rule 16 initial conferences, discovery scheduling and management;

2. Extensions of time to serve, answer, or file amended pleadings;
3. Deposition disputes;
4. Confidentiality and protective orders;
5. Discovery motions, including motions to quash, enforce, or so-order Rule 45 subpoenas, except for subpoenas directing attendance of a witness at trial;
6. Motions related to the appearance of counsel, including for *pro hac vice* admissions, to substitute, to withdraw, or to disqualify counsel, except when such motions are made following the filing of the joint pretrial order;
7. Referrals of cases to the EDNY mediation or arbitration programs;
8. Settlement conferences;
9. Motions for conditional certification under the Fair Labor Standards Act;
10. Any motion to seal related to items (1) to (9); and
11. Any motion to stay, enforce, adjourn, or compel or request related to items (1) to (10).

Motions for default judgment, to amend pleadings, or for attorney's fees will be handled by, and should be directed, to Judge Bulsara.

B. Consent to Magistrate Judge Jurisdiction. The Court *strongly* encourages parties to consent to Magistrate Judge jurisdiction over dispositive motions, for trial, settlement approval, or for all purposes.

C. Objections to or Appeal of Decisions, Orders, or Reports and Recommendations Issued by Magistrate Judges. Any appeal or objection to any action by a Magistrate Judge may only be made via letter, not to exceed 1750 words. The non-objecting party may respond via letter, not to exceed 1750 words. Replies are not permitted. The Court will summarily reject any objection or appeal based on arguments or evidence not presented in the first instance to the Magistrate Judge. As such, any letter objection or appeal must cite to the underlying record to demonstrate that the argument or evidence was first presented to the Magistrate Judge. The timing for any objection or appeal is governed by Federal Rule of Civil Procedure 72, Local Civil Rule 72.1(b), and 28 U.S.C. § 636.

VI. MOTIONS

A. Letter Motions. Papers in support and in opposition to letter-motions are

limited to 1750 words, and 1050 words for reply briefs. Sur-replies are not permitted. All letter-briefs must be in 12-point font (including footnotes). The following motions must be made via letter-motion:

1. To adjourn a deadline or extend time;
2. To transfer venue;
3. For remand; and
4. For an award of attorney's fees.

B. Premotion Conferences. Premotion conferences are required for all motions brought pursuant to Rule 12, except for those motions which must be made via letter-motion. No other motion requires a premotion conference.

C. Briefing Schedule. For all motions, except for those requiring premotion conferences, motions *in limine*, *Daubert* motions, or letter-motions, the parties should file a joint proposed briefing schedule to be so-ordered by the Court. For motions requiring premotion conferences, the Court will set the briefing schedule at the conference; motions *in limine* and *Daubert* motions are governed by Sections IX.V.5 and VI.1. The deadline for a letter motion is governed by any applicable Rule of Civil Procedure, Local Civil Rule 6.1, and any deadline set by this Court or the assigned Magistrate Judge.

D. Bundling Rule. As a courtesy to the Court, no motion papers should be filed on the docket until the motion is fully briefed. The parties should serve its papers on the other parties in accordance with the briefing schedule, and file a letter confirmation on the docket memorializing the same. Once the motion is fully briefed, the moving party is responsible for filing the full set of motion papers via ECF and providing a courtesy copy of all papers required by Section III.F to the Court. For motions implicating Fed. R. App. P. 4(a)(4)(A) or similar time-limiting rules of the Federal Rules of Civil or Appellate Procedure, if any party concludes in good faith that delaying the filing of a motion will deprive the party of a substantive right, this bundling rule does not apply; a party may file the motion within the time required by the Federal Rules of Civil or Appellate Procedure, together with an explanation of the basis for the conclusion. This bundling rule does not apply to motions: (1) for default judgment pursuant to Rule 55; (2) post-trial and/or post-judgment motions under Rules 50(b) (for judgment as a matter of law), 52(b) (to amend or make additional findings), 59 (for a new trial), and 60 (for relief from a final judgment, order or proceeding); (3) attorney's fees pursuant to Rule 54(d)(2); (4) motions involving a pro se litigant; or (5) letter-motions.

E. Word Limits, Fonts, and Formatting. The Court encourages and appreciates brevity. Memoranda of law in support of and in opposition to motions,

except for letter-motions, are limited to 8750 words, and reply memoranda are limited to 3500 words. Case citations must contain pinpoint cites. All memoranda of law must use reasonable margins, double spacing, and a reasonable font of 12 point or larger, including for footnotes. Legal arguments must be set forth in a memorandum of law rather than in affidavits, affirmations, or declarations. Any papers not complying with these requirements will be rejected. Citations to the docket should be made at the end of the sentence with "Docket Entry ("DE") [docket number]." Thereafter, any further citations to THE docket may be made with a short-cite at the end of the sentence with "DE [docket number]." Memoranda of 3500 words or more must contain a table of contents and a table of authorities, neither of which shall count against the page limit.

F. Oral Argument. The Court does not typically hold oral argument. Parties may request oral argument by filing a letter requesting the same upon filing of a fully briefed motion, explaining the basis for the request.

G. Rule 12 Motions. The following rules apply to all motions under Federal Rule of Civil Procedure 12, except motions which must be made by proceeding via letter-motion:

1. A premotion conference is required. *See* Section VI.B. To arrange for such a conference, the moving party should file a letter not exceeding 1750 words setting forth the basis for the motion. No later than seven days following ECF service, the non-moving party may file a letter not exceeding 1750 words opposing the request and contesting the basis for the motion. Replies are not permitted.
2. Service of a letter requesting a premotion conference within the time requirements of Federal Rule of Civil Procedure 12 will constitute timely service of a motion made pursuant to this Rule.
3. When a motion to dismiss is filed, the non-moving party must, within 10 days of receipt of the motion, notify the moving party (and the Court by filing a letter on ECF) whether it intends to file an amended pleading or intends to rely upon the pleading being attacked. Any amended pleading must comply with Local Civil Rule 15.1.
4. In appropriate cases, the Court may exercise its discretion to construe the premotion letter as the motion itself.
5. Absent a statutory provision providing otherwise (e.g., the PSLRA), discovery is not stayed automatically upon filing of a motion to dismiss or request for premotion conference for such a motion. A party is obligated to seek a discovery stay from the assigned Magistrate Judge if it wishes to suspend discovery during the pendency of any motion.

H. Summary Judgment Motions.

1. **Deadlines.** Unless ordered otherwise by either Judge Bulsara or the assigned Magistrate Judge, the deadline to submit a proposed summary judgment briefing schedule is 30 days following the close of all discovery. Failure to abide by this deadline will result in waiver of the right to make a summary judgment motion. *See* Fed. R. Civ. P. 56(b).
2. **Early Summary Judgment Motions.** The Court strongly discourages summary judgment motions made prior to the close of all discovery, though the Court will consider such motions in exceptional circumstances. For such early summary judgment motions, contemporaneous with the filing of the proposed briefing schedule, the moving party must file a letter no longer than 700 words directed to why early dispositive motion practice should be permitted. Any party may file a response no longer than 700 words in opposition no later than seven days after the first filing.
3. **Cross Motions For Summary Judgment.** In the case of cross-motions for summary judgment, a consolidated briefing scheme applies. Plaintiff shall serve a motion for summary judgment and supporting papers including a memorandum of law no longer than 8750 words on the deadline ordered by the Court. Defendant will then serve a motion for summary judgment and a memorandum of law of no more than 17,500 words supporting their motion and opposing Plaintiff's motion. Plaintiff will then serve a memorandum of law of no more than 12,250 words opposing Defendant's motion and replying to Defendant's opposition to Plaintiff's motion. Defendant shall then serve a reply to Plaintiff's opposition of no more than 3500 words. The papers will then be filed on ECF pursuant to the bundling rule, *see* Section VI.D, and courtesy copies provided as set forth in Section III.F.
4. **Non-Jury cases.** In any non-jury case, the Court will ordinarily not permit summary judgment practice. In such a case, on the date for the submission of a briefing schedule, the parties may submit a joint letter no longer than 700 words, explaining why such practice should be permitted.
5. **Local Rule 56.1 Statements.** Parties must prepare and submit Rule 56.1 statements consistent with the Local Rules.
6. **Exhibits.** Exhibits to summary judgment motions should be limited to those documents or portions of testimony necessary to the disposition of motions. For example, the parties should not file on ECF entire deposition transcripts or all exhibits used at a deposition. Unnecessary filings will be stricken.

I. Motions to Amend.

1. **Compliance with Local Rule 15.1.** Motions to amend must comply with Local Civil Rule 15.1, which requires the motion to include a clean copy of the proposed amended pleading, as well as a version indicating all differences from the original pleading through typographic methods such as redlining.
2. **Futility Arguments.** Parties intending to oppose a motion to amend based entirely on futility grounds are strongly advised to consider alternatively bringing those arguments in a motion to dismiss. While “it is well established that leave to amend a complaint need not be granted when amendment would be futile,” *Ellis v. Chao*, 336 F.3d 114, 127 (2d Cir. 2003), “[i]n the interests of judicial economy and in the absence of undue prejudice, the Court may decline to engage in a detailed futility analysis where the Court finds that these arguments are better suited for consideration in the context of a motion to dismiss.” *Env’t Sols. Assocs. Grp., LLC v. Conopoco, Inc.*, No. 20-CV-10699, 2021 WL 2075586, at *2 (S.D.N.Y. May 24, 2021) (citation omitted). Parties opposing amendment should strongly consider consenting to the amended complaint, *see* Fed. R. Civ. P. 15(a)(2), and raising any futility arguments in the context of a Rule 12 motion. *See, e.g., GGC Int’l Ltd. v. Ver*, No. 24-CV-153, 2025 WL 81319, at *2–*3 (S.D.N.Y. Jan. 13, 2025) (granting defendant’s motion to amend his answer and counterclaims and denying plaintiff’s motion to dismiss without prejudice after establishing that doing so would not prejudice plaintiff); *Pitman v. Immunovant, Inc.*, No. 21-CV-918, 2023 WL 1995018, at *6–*7 (E.D.N.Y. Feb. 14, 2023) (granting plaintiff leave to amend and denying defendants’ motions to dismiss after finding that “the better use of the parties’ and the Court’s resources is to have Plaintiff file a third amended complaint drafted with consideration to Defendants’ motions to dismiss”).

J. Motions to Exclude Experts. Motions to exclude testimony of experts, pursuant to Rules 702-705 of the Federal Rules of Evidence and *Daubert v. Merrell Dow Pharmaceuticals*, 509 U.S. 579 (1993) must be made by the deadline for briefing summary judgment motions and should not be treated as motions *in limine*. In the proposed briefing schedule for summary judgment motions, the parties may ask the Court to suspend briefing on motions related to experts, if good cause exists for such an adjournment until dispositive motions are resolved.

K. Motions In Limine. See Section IX.C.1.

L. Bankruptcy Appeals. Parties must comply with the briefing schedule and the format and length specifications set forth in Federal Rules of Bankruptcy Procedure 8014-8018, unless otherwise ordered by the Court.

M. Orders to Show Cause and Return Date. Parties should not proceed via

orders to show cause or set their own return dates for motions.

VII. TEMPORARY RESTRAINING ORDERS

A. Notification to Adverse Party. The party seeking a temporary restraining order must file, with its motion papers, a letter indicating (a) whether and how it has notified its adversary about the motion; or (b) why the requirements of Federal Rule of Civil Procedure 65(b)(1) are satisfied, and notice to the adverse party is not required. Where the motion is made on notice to the adverse party, the moving party must serve the documents (as required by Fed. R. Civ. P. 4 or 5, as applicable) on all defendants against whom relief is sought.

B. Email to Chambers. The moving party must upon filing of the TRO papers send an email to Chambers indicating the timeframe requested for Court action. The email should also provide counsel and witness availability for a preliminary injunction hearing.

VIII. CASES INVOLVING PRO SE LITIGANTS

A. ECF. Pro se litigants are exempt from electronic filing. Pro se litigants may receive ECF notifications of case activity by contacting the Clerk's Office at either 718-613-2665 or 631-712-6060, and providing their email address. In lieu of bringing paper copies of documents to the Courthouse for filing, pro se litigants may file documents on ECF by submitting them to the Clerk's Office at <https://edny.app.box.com/f/0f6348c6cb5242409fe345811278b2ca>.

B. Motion Papers. Counsel for parties in cases must mail hard-copies of all motion papers and filings to any pro se litigant, and file proof of service on ECF, regardless of whether the pro se party has opted to receive ECF notifications. Counsel are reminded of their obligations under Local Civil Rules 7.2, 12.1 and 56.2. Any motion implicating these Local Rules must be accompanied with a certification of compliance with these requirements.

IX. TRIAL PROCEDURES

A. Notice of Trial Date; Schedule of Trial Dates. Following submission of the joint pretrial order, the Court may schedule the trial to commence with only two weeks notice, and absent extraordinary circumstances, adjournments will not be granted. The Court will typically begin trials on a Monday, and sit for four days per week.

B. Joint Pretrial Orders. No later than 30 days after the date for the completion of all discovery, or, in the event that a dispositive motion is filed, no later than 30 days after the Court's ruling on such a motion, the parties must file on ECF, a proposed joint pretrial order that includes the following information:

1. A current caption of the case (omitting entities or persons dismissed or substituted);
2. The names, law firms, addresses, telephone numbers, and email addresses of trial counsel;
3. A brief statement by plaintiff (or by defendant in a removed case) as to the basis of subject matter jurisdiction, and a brief statement by each other party as to the presence or absence of subject matter jurisdiction. Such statements shall include citations to all statutes relied on and relevant facts as to citizenship and jurisdictional amount;
4. A brief summary by each party of the claims and defenses it has asserted and which remain to be tried, without recital of evidentiary matter, but including citations to all statutes on which the party is relying;
5. A statement by each party as to whether the case is to be tried with or without a jury, and the number of trial days needed;
6. A joint statement summarizing the nature of the case, to be read to potential jurors during jury selection;
7. A list of people, places and institutions (in alphabetical order) that are likely to be mentioned during the course of the trial, to be read to potential jurors during jury selection;
8. Any stipulations or statement of facts that have been agreed to by all parties. In a jury case, the parties should memorialize any such statements in a standalone document that can be marked and admitted at trial;
9. A list of all trial witnesses (in alphabetical order), indicating whether such witnesses will testify in person (or by deposition), whether such witnesses will require an interpreter (and, if so, which party will pay the costs for the interpreter), and a brief summary of the substance of each witness's testimony. Absent leave, a witness listed by both sides shall testify only once, and the parties should confer on scheduling for such witnesses;
10. A designation by each party of deposition testimony to be offered in its case in chief, with any cross-designations and objections by any other party. The parties need not include deposition testimony marked solely for impeachment purposes;
11. A list by each party of exhibits to be offered in evidence, with a single asterisk indicating exhibits to which no party objects on any ground. The list must

include any exhibits that will be offered only on rebuttal, but does not need to include exhibits to be used solely for impeachment purposes. If a party objects to an exhibit, the objection should be noted by citing the Federal Rule of Evidence that is the basis for the objection. If any party believes that the Court should rule on such an objection in advance of trial, that party should include a notation to that effect (e.g., “Advance Ruling Requested.”);

12. A statement of the damages claimed and any other relief sought, including the manner and method used to calculate any claimed damages and a breakdown of such claimed damages; and
13. A statement of whether the parties consent to less than a unanimous verdict.
14. A list of agreed upon dates for commencement of trial in the six months following submission of the joint pretrial order.

C. Required Pretrial Filings. Each party must file on ECF within 30 days after the filing of the joint pretrial order, the following:

1. **Motions *in Limine*.** Each party must file a single memorandum of law, addressing all motions *in limine* filed by that party, and absent leave of Court, subject to the page and format limitations in Section VI.E above. Oppositions to the motions *in limine* are due no later than 14 days following the filing of the opening brief, with reply papers to follow no later than 7 days thereafter. No such motion will be considered unless the moving party’s memorandum includes a certification that, prior to filing the motion, the parties conferred, in person or via video, in a good faith effort to resolve the issue(s) asserted in the motion without the intervention of the Court and were unable to reach an agreement.
2. **Requests to Charge; Voir Dire; Verdict Forms; Proposed Findings.** In all jury cases, *joint* requests to charge, *joint* proposed verdict forms, and *joint* voir dire questions, and in all non-jury cases, proposed findings of fact and conclusions of law are required. In all jury trials, requests to charge, proposed verdict forms, and voir dire questions shall be filed as *joint* submissions, with any differing proposals displayed in track change format and supported by authority or other justification. Absent good reason, the parties should not include proposed language for standard instructions (about, for example, the role of the Court and the jury, the standard of proof, etc.), as the Court is likely to use its own standard instructions; instead, the parties should include a list of standard instructions that they believe are appropriate and focus their attention on case-specific requests to charge. For any request to charge, voir dire question, or verdict entry on which the parties cannot agree, each party should clearly set forth its proposed charge or question, and briefly state why

the Court should use its proposed charge or question, with citations to supporting authority. These documents should also be emailed to chambers contemporaneously.

3. **Exhibit and Witness Lists** (consistent with the previously filed joint pretrial order).
4. **Pretrial Memorandum of Law.** If a party believes that pretrial memorandum of law would be useful to the Court, it shall file such memorandum of law on ECF. Rebuttal or reply memoranda are not permitted, and any memorandum must comply with Section VI.
5. **Deposition Materials.** In any non-jury case, each party should submit via email (but not file on ECF) all deposition excerpts which will be offered as substantive evidence, as well as a one-page synopsis of those excerpts for each deposition. Each synopsis must include page citations to the pertinent pages of the deposition transcripts.

D. Electronic Copies of Exhibits. The parties must also submit with the joint pretrial order (but not file on ECF): an electronic copy of each exhibit sought to be admitted (with each filename corresponding to the relevant exhibit number — e.g., “PX-1,” “DX-1,” etc.). The electronic copies should be submitted pursuant to the protocol in Section II.D. If submission of electronic copies would be an undue burden on a party, the party may seek leave of the Court (by letter-motion filed on ECF) to submit prospective documentary exhibits in hard copy. Each hard copy must be pre-marked (with an exhibit sticker) and assembled sequentially in a loose-leaf binder (not to exceed 2 1/2 inches in thickness) or in separate manila folders labeled with the exhibit numbers and placed in redweld folders labeled with the case name and docket number.

E. Witnesses. No later than the end of each trial day, counsel must notify each other and the Court of witnesses to be called the next trial day.

F. Technology Needs. If a party wishes to use audio-visual equipment at a hearing or trial, it is that party’s responsibility to ensure that any required approvals are obtained and that the necessary equipment is set up and working properly in advance of trial. The party should contact Judge Bulsara’s Courtroom Deputy sufficiently in advance of trial to make the necessary arrangements for a technology walkthrough and to test the equipment.

G. Time Limits. In most civil cases, the Court will impose time limits on both sides at the final prehearing or pretrial conference. The parties’ opening statements (in civil jury trials) and examinations of witnesses will count against their time. The time limits do not apply to jury selection or to summations; the Court may impose separate time limits for summations. The parties should be prepared to address the issue of time limits at the final prehearing or pretrial conference.

CRIMINAL CASE PRACTICES AT A GLANCE

	Issue	Requirement	Individual Practices	Page
Communications with Chambers	Written Communications	Must occur via letter filed on ECF.	II.A	1
	Faxes	Not permitted.	II.A	1
	Telephone Calls	Call only if parties cannot appear due to emergency and on the day of the conference. Telephone calls to chambers otherwise prohibited .	II.B	1
	Email	<i>Ex parte</i> communication prohibited. Certain documents must be emailed to Chambers.	II.C	1
	Submission of Large Electronic Files	Contact Chambers via email for FTP link.	II.D	1
Case Related Filings	ECF	Required for all cases.	III.A	2
	Notices of Appearance	Required in every case consistent with Local Criminal Rule 1.2.	III.B	2
	Text Searchable Submissions	Preferred for ECF filings.	III.C	2
	Microsoft Word Documents	Voir dire; jury instructions; verdict forms should also be emailed to Chambers.	III.D	2
	Courtesy Copies	Required for all memoranda of law longer than 10 pages/3500 words; sentencing submissions; and 3500 material. Otherwise not required.	III.E	2
	Sealed or Redacted Filings	Must follow procedures set forth and satisfy <i>Lugosch</i> test.	III.F	2-3
	Unpublished Cases	Copies not required.	III.G	3
Case Scheduling	Initial Appearance and Arraignment	Handled by duty Magistrate Judge.	IV.A	3
	Initial Status Conference	Counsel should email for scheduling.	IV.B	3
	Trial Date	Set at second status conference.	IV.C	3
	Request for Adjournment	Must be made 72 hours in advance, including for sentencing or pleas, and in writing via letter-motion.	IV.D	3-4

	Issue	Requirement	Individual Practices	Page
Guilty Pleas	Documents Emailed to Court (in advance)	Plea agreement; information; waiver of indictment; and elements sheet.	V.A	4
	Factual Allocution	Pre-plea preparation strongly encouraged.	V.B	4
	Documents Emailed to Court (following plea)	Executed plea agreement for filing under seal (no docket entry).	V.C	4
Letters, Motions, and Memoranda	Page Limits and Formatting	No page limits except for <i>in limine</i> motions. Letters longer than 2 pages/700 words must be double spaced. 12 point font (including footnotes) required for all submissions.	VI.A	4-5
	Discovery Motions	Must comply with meet-and-confer requirement of Local Criminal Rule 16.1	VI.B	5
	Motions <i>in Limine</i>	Due no later than 45 days prior to trial; must be consolidated briefs; limited to 8750 words for opening and response briefs and 3500 words for reply; replies strongly discouraged.	VI.C	5
Trial Procedures	Requests to Charge; Voir Dire; Verdict Forms	Due 14 days prior to trial; also must be emailed to Chambers in MS Word format.	VII.A.1	5
	Exhibit Lists	Due 7 days prior to trial.	VII.A.2	5
	Exhibits	Electronic form due to Chambers 2 days prior to trial.	VII.A.3	5
	3500 Material	Must be in hard copy.	VII.A.4	6
	Witnesses	Must be disclosed by end of each trial day.	VII.B	6
	Technology	Parties should consult courtroom deputy in advance of trial date.	VII.C	6
Sentencing	Timing	21 days prior to sentencing for Defendant; 14 days prior to sentencing for Government.	VIII.A	6
	Letters	Should be consolidated submission on ECF.	VIII.B	6

Judge Bulsara Individual Practices (Criminal)
April 21, 2025

INDIVIDUAL PRACTICES IN CRIMINAL CASES

I. SCOPE AND APPLICATION

These Individual Practices and Rules apply to all criminal cases before Judge Bulsara. A party may seek leave, by filing a letter-motion, for a different rule or procedure to apply to a particular case.

In computing time and deadlines set forth in these Individual Practices, parties should consult Federal Rule of Criminal Procedure 45.

II. COMMUNICATION WITH CHAMBERS

A. Written Communications. Except as otherwise provided below, any communication with the Court must occur via letter filed on ECF. Except for courtesy copies, the Court does not accept hand delivery of any materials, which must be provided to the Court Security Officers at the Central Islip Courthouse lobby. And the Court does not accept faxes. A party making an application for relief via letter (such as a request for an adjournment), should file the letter as a letter-motion on ECF.

B. Telephone Calls and Case Related Inquiries. Telephone calls to chambers are prohibited, except for emergency circumstances on the date of a conference. Chambers should only be contacted if on the day of the conference, the parties cannot appear due to an emergency and counsel wish to inform the Court that an electronic application is forthcoming, in which case counsel may contact Judge Bulsara's deputy, Eddie Manson. Adjournment requests may *not* be made telephonically.

C. Emails to Chambers. The Court's email address is bulsara_chambers@nyed.uscourts.gov. Any request for an adjournment, even an emergency request, should only be made by letter, not email or telephone. The Court does not respond to email requests or inquiries, or accept documents via email, except for those matters detailed in these rules. *Ex parte* emails to Chambers are not permitted, and absent good cause, all emails must cc: opposing counsel.

D. Submission of Large Electronic Files. The Court has a file transfer protocol for the safe electronic transmission of electronic files. If a party needs to submit large files to the Court, or exhibits for trial, the party should email Chambers indicating that they intend to submit large electronic file(s). The email should include the name and docket number of the case and the nature of the materials to be submitted electronically. The party should then follow the protocol set forth here: <https://evidence.nyed.uscourts.gov> for submission.

Judge Bulsara Individual Practices (Criminal)
April 21, 2025

III. CASE RELATED FILINGS

A. Requirement for ECF Use. Counsel in all cases are required to register for Electronic Case Filing ("ECF"). ECF procedures are available on the Eastern District of New York website. Chambers staff are unable to assist with filing via ECF. For assistance, please call the ECF helpline at (718) 613-2610. Because all orders issued by the Court will be transmitted electronically, attorneys are responsible for keeping their ECF registration current with the Clerk's Office.

B. Notices of Appearance. Counsel are reminded of their obligations under Local Criminal Rule 1.2 to file a notice of appearance in criminal cases.

C. Text searchable submissions. If feasible, each submission on ECF should be in a text-searchable format created by converting the document electronically to PDF by computer (that is, *not* by scanning a printed document).

D. Microsoft Word Documents. In addition to filing the document on ECF, a party should provide Microsoft Word versions of proposed (a) voir dire; (b) jury instructions; and (c) verdict forms to the Court's email address.

E. Courtesy Copies. The parties must supply the Court with courtesy copies of any memoranda longer than 3500 words (10 pages), sentencing submissions, and 3500 material, all of which may be mailed to Chambers (express, overnight or hand deliver are not required). Courtesy copies of any other material are not required.

F. Sealed or Redacted Filings. There are limited categories of information that may be redacted from public ECF filings without prior permission from the Court: those items listed in Federal Rule of Civil Procedure 5.2. All other redactions or filing seal of Court materials require Court approval. In evaluating motions to seal, the Court applies the Second Circuit's test set forth in *Lugosch v. Pyramid Co.*, 435 F.3d 110 (2d Cir. 2006). Motions for redaction or sealing should comply with the following procedure:

1. A party seeking to file a redacted or sealed document should file a single motion to seal that addresses every document (as separate exhibits) for which sealing or redaction is sought.
2. A public version of the motion should attach the exhibits containing limited redactions or an indication that the entire document is sealed, as appropriate. A private version of the motion should be filed under seal with these same documents unredacted in their entirety.
3. The motion to seal should be accompanied by a memorandum of law that explains why any material that is redacted or entirely shielded from public

Judge Bulsara Individual Practices (Criminal)
April 21, 2025

view satisfies *Lugosch*. If the memorandum of law requires redaction, both redacted and unredacted versions of the memorandum, the latter under seal, should be filed.

4. Any opposition to a motion to seal must be filed within three days of the filing of the motion to seal and follow the procedures in steps (2) through (3) above.

Broad treatment of all documents and sweeping justifications for sealing are inconsistent with the requirement of narrow tailoring and are unlikely to have merit. See *Brown v. Maxwell*, 929 F.3d 41, 48 (2d Cir. 2019) (“[I]n contravention of our precedent, the District Court failed to review the documents individually and produce specific, on-the-record findings that sealing is necessary to preserve higher values. Instead, the District Court made generalized statements about the record as a whole. This too was legal error.” (quotations and footnotes omitted)); e.g., *Gannett Media Corp. v. United States*, No. 22-CV-2160, 2022 WL 17818626, at *3 (2d Cir. Dec. 20, 2022) (“[B]road findings, however, are insufficient to justify the redactions in the Sealed Submissions.”).

G. Unpublished Cases. If a party cites to a case not available in an official reporter, but otherwise available on Westlaw, it need not file the authority on ECF or provide a copy to Chambers.

IV. CASE SCHEDULING

A. Initial Appearances and Arraignments. A defendant’s initial appearance and any arraignment on an indictment (or superseding indictment) will take place before the Magistrate Judge on duty.

B. Status Conferences. Following the assignment of a criminal case to Judge Bulsara, the parties are directed to email chambers, cc:ing all counsel, requesting an initial status conference.

C. Trial Dates. At the *second* status conference, the Court will generally set a firm trial date. The parties should meet and confer to discuss potential trial dates. Once a trial date has been set, it will only be adjourned in exceptional circumstances.

D. Requests for Adjournments or Extensions of Time. Requests for adjournments and for extensions of time – including for sentencing – must be filed electronically as letter-motions. All requests for adjournments of a court conference, sentencing or plea hearing must be made in writing, and absent an emergency, at least 72 hours prior to the scheduled appearance. All requests for adjournments or extensions of time must state: (1) the original date and proposed new date; (2) the

Judge Bulsara Individual Practices (Criminal)
April 21, 2025

reasons for the adjournment or extension; (3) whether the application is on consent; and (4) proposed dates for the revised deadline or conference.

V. PROCEDURES FOR GUILTY PLEAS

A. Documents in Advance of Change of Plea Hearing. The parties must provide the Court with an electronic copy of the following documents at least three calendar days prior to a change-of-plea hearing, and do so via email to chambers:

1. Plea or cooperation agreement or *Pimentel* letter;
2. Information, if the defendant intends to plead guilty to a new charging instrument;
3. An executed waiver of indictment form, if the defendant intends to plead guilty to either an information or complaint; and
4. An elements sheet, that sets forth the elements of the offense to which the defendant intends to plead guilty.

B. Preparation for Allocution. Defense counsel are expected to have discussed the elements of the offense with their client and discuss the need to have an narrative allocution that incorporates those elements. In the interest of clarity and efficiency, counsel is encouraged to assist the defendant in writing an allocution that can be read in open court during the plea proceeding.

C. Documents Following Plea Hearing. Counsel for the Government must email Chambers with an executed copy of the plea agreement following conclusion of the hearing and provide the document in PDF form.

VI. LETTERS, MOTIONS AND MEMORANDA

A. Page and Word Limits, Fonts, and Formatting. The Court encourages and appreciates brevity. For criminal matters, except for motions *in limine*, as set forth in in Section VI.C, the Court does not impose page or word count limits. Any letter, motion, or submission of any kind, except for letters shorter than 700 words (2 pages) must use reasonable margins, double spacing, and a reasonable font of 12 point or larger, including for footnotes. Case citations must contain pinpoint cites. Legal arguments must be set forth in a memorandum of law rather than in affidavits, affirmations, or declarations. Any papers not complying with these requirements will be rejected. Citations to the docket should be made at the end of the sentence with "Docket Entry ("DE") [docket number]." Thereafter, any further citations to the docket may be made with a short-cite at the end of the sentence with "DE [docket number]." Memoranda of ten pages or more (3500 words) must contain a table of contents and a

Judge Bulsara Individual Practices (Criminal)
April 21, 2025

table of authorities, neither of which shall count against any page limit.

B. Discovery Motions. All discovery motions must comply with Local Criminal Rule 16.1 and contain a certification of the same in the motion papers. Discovery motions should be filed as “letter-motions.”

C. Motions in Limine. Any motions *in limine*, including those directed at evidentiary issues, must be filed no later than 45 days prior to the date of trial, with any opposition due 14 days later, and any reply 7 days thereafter. Each party must file a *single* consolidated memorandum of law in support of all motions *in limine* filed by that party. Memoranda of law in support of and in opposition to motions, except for letter-motions, are limited to 8750 words, and reply memoranda are limited to 3500 words. The Court does not prohibit but strongly discourages reply memoranda.

VII. TRIAL PROCEDURES

A. Required Pretrial Filings.

- 1. Requests to Charge; Voir Dire; Proposed Verdict Form.** Any proposed requests to charge, verdict forms, and voir dire questions must be filed on ECF no later than 14 days prior to trial. Absent good reason, the parties should not include proposed language for standard instructions (about, for example, the role of the Court and the jury, the standard of proof, etc.), as the Court is likely to use its own standard instructions; instead, the parties should include a list of standard instructions that they believe are appropriate and focus their attention on case-specific requests to charge. For any request to charge each party should include citations to supporting authority. These documents should also be emailed to Chambers.
- 2. Exhibit Lists.** Any exhibit lists must be filed on ECF no later than 7 days prior to trial, and emailed to chambers.
- 3. Electronic Copies of Exhibits.** The parties must submit to the Court no later than 2 days prior to trial (but not file on ECF): an electronic copy of each exhibit sought to be admitted (with each filename corresponding to the relevant exhibit number — e.g., “GX-1,” “DX-1,” etc.). If submission of electronic copies would be an undue burden on a party, the party may seek leave of Court (by letter-motion filed on ECF) to submit prospective documentary exhibits in hard copy. Each hard copy shall be pre-marked (that is, with an exhibit sticker) and assembled sequentially in a loose-leaf binder (not to exceed 2 1/2 inches in thickness) or in separate manila folders labeled with the exhibit numbers and placed in redweld folders labeled with the case name and docket number.

Judge Bulsara Individual Practices (Criminal)
April 21, 2025

4. **Section 3500 Material.** All 3500 Material must be provided to the Court no later than 2 days prior to trial in hard copy, either assembled sequentially in a binder, or in separately labelled manila folders and placed in redweld folders.

B. Witnesses. No later than the end of each trial day, counsel must notify each other and the Court of witnesses to be called the next trial day.

C. Technology Needs. If a party wishes to use audio-visual equipment at a hearing or trial, it is that party's responsibility to ensure that any required approvals are obtained and that the necessary equipment is set up and working properly in advance of trial. A list of the technology already set-up in Courtroom 930 can be found in Attachment B. The party should contact Judge Bulsara's Courtroom Deputy sufficiently in advance of trial to make the necessary arrangements for a technology walkthrough and to test the equipment.

VIII. SENTENCING

A. Timing of Submissions. A defendant's sentencing memorandum is due 21 days prior to the date of sentencing. The Government's sentencing memorandum is due 14 days prior to the date of sentencing.

B. Sentencing Letters. Letters should be grouped and filed together as attachments or exhibits to a sentencing memorandum. A defendant is responsible for filing all letters submitted, including those from friends and relatives.

EXHIBIT 3

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 8f. Email: fullkj@gmail.com; steffdelacruz@gmail.com
(310) 569 - 2458

- 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: FI/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. ☐ 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
- 38d. If "Yes," please explain. 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).

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).

* Knipfings 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. Orrego 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
Appt 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. Orrego, 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

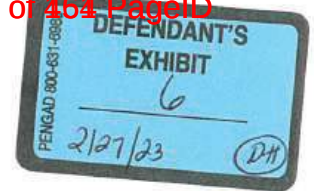
Apt 3E

Phone: 347-4532204-

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"

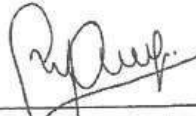
Dated: _____

By: _____

Kevin Knipfing

"EMPLOYEE"

Dated: 1/31/2018

By: 

Print Name: Lidia M. Orrego

Address: 85-08 Queens Blvd
Apt 3E.

Phone: 347-4532234-

**GENERAL DECLARATION TO AUTHENTICATE LEGAL OPINION
DECLARATION OF KARINA MAAS**

I, Karina Maas, declare under penalty of perjury pursuant to 28 U.S.C. § 1746, and under the laws of any applicable state or jurisdiction, that the following is true and correct:

- **Competency:** I am over the age of 18 and competent to make this declaration. I have personal knowledge of the facts stated herein, except where stated to be based on information and belief, and as to those matters, I believe them to be true.
- **Position and Contact:** I am a legal consultant at Loft Legal, a law firm located at 3790 El Camino Real, Palo Alto, California, United States. My contact telephone number is +1 650-879-8881.
- **Authorship of Legal Opinion:** On May 14, 2025, I authored and signed a legal opinion letter addressed to Lidia M. Orrego, titled “Legal Opinion Re: Enforceability of Certain Alleged Confidentiality Agreements” (the “Legal Opinion”). The Legal Opinion consists of 28 pages, including Exhibits A, B, and C, which are copies of certain Service Provider Confidentiality Agreements referenced therein.
- **Purpose and Creation:** The Legal Opinion was prepared in my capacity as special counsel to Lidia M. Orrego, based on my review of the documents described therein and applicable law, as detailed in the Legal Opinion. It was created to provide legal analysis and opinions regarding the enforceability of certain confidentiality agreements.
- **Document Authenticity:** The document attached to this declaration as **Exhibit 1** is a true and correct copy of the Legal Opinion, including all exhibits, as it was finalized and issued by me on May 14, 2025. The signature appearing on page 9 of the Legal Opinion, under the closing “Very truly yours,” is my genuine signature.

- **Business Records:** The Legal Opinion was created and maintained in the regular course of business at Loft Legal. It is the regular practice of Loft Legal to create, issue, and maintain such legal opinions as part of our professional services. The Legal Opinion was made at or near the time of the events described therein by, or from information transmitted by, a person with knowledge, and it has been kept in the course of Loft Legal's regularly conducted business activities.
- **No Alterations:** I have not altered or modified the Legal Opinion since its issuance on date May 14, 2025, and the attached copy accurately reflects the original document as it was delivered to Lidia M. Orrego.
- **Purpose of Declaration:** This declaration is provided to authenticate the Legal Opinion for use in any federal or state court proceedings, or before any federal, state, or local government agency, as may be required by applicable evidentiary or procedural rules, including but not limited to Rule 901 of the Federal Rules of Evidence, state evidence codes, or agency regulations.

I declare under penalty of perjury under the laws of the United States of America and any applicable state or jurisdiction that the foregoing is true and correct. I further affirm that this declaration may be used in any judicial or administrative proceeding where authentication of the Legal Opinion is required.

Executed on: May 21, 2025

Place:

Karina Maas

Karina Maas

Loft Legal Consultant

For Jurisdictions/Agencies Requiring a Sworn Affidavit

NOTARY ACKNOWLEDGMENT

State of Florida

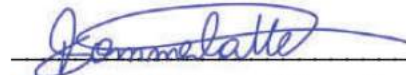
County of Hillsborough

On May 21st, 2025, before me, Rafael Clever Som Falcao, a Notary Public, personally appeared Karina Maas, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

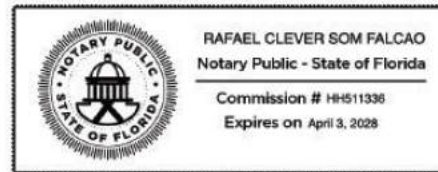
I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Karina G. Maas produced a Driver's license as identification on this online notarization.



Notary Public Rafael Clever Som Falcao
My Commission Expires: April 3rd, 2028
Notary Seal



This notarial act was an online notarization

EXHIBIT 2

WAGE STATEMENT
8529

Direct Deposit Account Information						
Category	Bank Name	Routing Number	Account Number	Account Type		Amount
710	TD BANK, NA			Checking	Personal	1,645.55

LIDIA M ORREGO

REFERENCE NO	DATE	EMPLOYEE ID	SSN	PAY FREQUENCY	PAY PERIOD	FILING STATUS	NET PAY
SDD 441	11-23-2018	44838		Weekly	11/12/18-11/16/18	S 000	1,645.55

EMPLOYER
KEVIN AND STEPHANIEANNA KNIPPING
C/O SAVITSKY SATIN BACON BUCCI
2049 CENTURY PARK EAST, SUITE 1400
LOS ANGELES CA 90067

CATEGORY-EARN	DESCRIPTION	THIS CHECK	HOURS	RATE
GROSS WAGES	Regular Earnings	1,200.00	40.00	30.0000
TIME & 1/2	Time & 1/2	1,404.00	31.20	45.0000

GROSS EARNINGS THIS CHECK 2,604.00 71.20
GROSS EARNINGS YTD 95,362.95 2,637.01

CATEGORY-OTHER	DESCRIPTION	THIS CHECK
----------------	-------------	------------

MISCELLANEOUS ITEMS THIS CHECK 0.00
MISCELLANEOUS ITEMS YTD 0.00

CATEGORY	THIS CHECK	YR TO DATE
GROSS WAGES	1,200.00	46,599.90
HOLIDAY	0.00	240.00
TIME & 1/2	1,404.00	48,053.25
DOUBLE TIME	0.00	469.80
FIT	498.07-	18,017.15-
SOC SEC	161.45-	5,912.50-
MEDI	37.76-	1,382.76-
NEW YORK SIT	160.02-	5,805.32-
NEW YORK SDI	0.60-	23.40-
NEW YORK PAID FAMILY LEAVE ACT (NY)	0.00	85.56-
NEW YORK CITY TAX	100.55-	3,658.38-
DIRECT DEPOS TO CKG	1,645.55	

LEAVE TYPE (HRS)	AVAILABLE	CURRENT ACCRUED	CURRENT USED
------------------	-----------	-----------------	--------------

EMPLOYEE NAME: LIDIA M ORREGO
EMPLOYEE ADDRESS: 95-08 QUEENS BLVD. #3E
REGO PARK NY 11374

#: 9500

LIDIA M ORREGO

EMPLOYEE NAME: LIDIA M ORREGO
EMPLOYEE ADDRESS: 95-08 QUEENS BLVD. #3E
REGO PARK NY 11374

#: 9503

EMPLOYEE NAME: LIDIA M ORREGO
EMPLOYEE ADDRESS: 95-08 QUEENS BLVD. #3E
REGO PARK NY 11374

~~#: 9502~~

LIDIA M ORREGO

EMPLOYEE NAME: LIDIA M ORREGO
EMPLOYEE ADDRESS: 95-08 QUEENS BLVD. #3E
REGO PARK NY 11374

#: 9504

EMPLOYEE NAME: LIDIA M ORREGO
EMPLOYEE ADDRESS: 95-08 QUEENS BLVD. #3E
REGO PARK NY 11374

EXHIBIT 3

KEVIN AND STEPHANIEANNA KNIPFING

NOTICE AND AUTHORIZATION REGARDING PROCUREMENT OF
INVESTIGATIVE CONSUMER REPORT

In connection with your application for employment with Kevin and Stephanieanna Knipfing, and, if you are subsequently hired by Kevin and Stephanieanna Knipfing, prior to or at any time after your employment commences, Kevin and Stephanieanna Knipfing, may request a consumer report from a consumer reporting agency concerning information to the extent permitted by law, including information as to your character, general reputation, personal characteristics, and mode of living, work habits, performances and experience, along with reasons for the termination of your past employment from previous employers. This information may be obtained by contacting your previous employers, associates, neighbors, friends, acquaintances, or from other individuals who may have knowledge concerning such information. An investigative consumer report may be obtained for employment purposes, as defined under the Fair Credit Reporting Act. Specifically, this information may be requested for purposes of employment, promotion, reassignment, or retention as an employee.

You have the right to request, in writing, a complete and accurate disclosure of the nature and scope of the investigation requested.

The Federal Fair Credit Reporting Act gives you specific rights regarding investigative consumer reports. The official summary of those rights is provided with this Notice and Authorization.

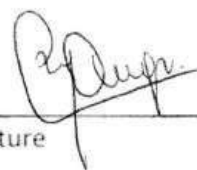
By your signature below, you authorize Kevin and Stephanieanna Knipfing, to obtain consumer reports about you prior to, during, or at any time after your employment commences.

Applicant's Full Name:

Lidia M. Orengo

2/6/2018

Date


Signature

KEVIN AND STEPHANIEANNA KNIPFING

NOTICE AND AUTHORIZATION FOR CONSUMER REPORT

In connection with your application for employment with Kevin and Stephanieanna Knipfing, and, if you are subsequently hired by Kevin and Stephanieanna Knipfing, prior to or at any time after your employment commences, Kevin and Stephanieanna Knipfing, may request an investigative consumer report from a consumer reporting agency concerning information as to your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, and mode of living. A consumer report may be obtained for employment purposes, and defined under the Fair Credit Reporting Act. Specifically, this information may be requested for purposes of employment, promotion, reassignment, or retention as an employee.

By your signature below, you authorize us to obtain investigative consumer reports about you prior to, during, or at any time after your employment commences.

Applicant's Full Name: Lidia M. Orrego

Applicant's Address: 95-08 Queens Blvd. Apart 3E

City/State/Zip Code: Rego Park NY 11374

Day of Birth: [REDACTED] Month of Birth: [REDACTED] (Do not include year of birth)

Driver License Number (Include State): [REDACTED]

Social Security Number: [REDACTED]

2/6/2018
Date

[Signature]
Signature

DISCLOSURE AND AUTHORIZATION

I understand that a consumer credit report and/or a consumer report and/or an investigative consumer report, which may include information regarding my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, may be requested and may be used in whole or in part for the purpose of evaluating me for employment, promotion, reassignment or retention as an employee. Such report(s) may include interviews of others concerning such matters as my education, degrees attained or units completed, including obtaining transcripts, prior employment, capabilities and qualifications, or concerning employment problems, should any arise, such as sexual harassment, workplace violence, theft and workers' compensation fraud.

The investigative consumer reporting agency preparing the report(s) is SmartHIRE, 2250 Lindsay Way, Glendora, CA 91740, telephone (800) 599-9202. Their files are available for review in person, by certified mail or telephonically with proper identification.

I understand that if the report(s) concerns my character, general reputation, personal characteristics or mode of living, and are obtained through personal interviews, I may request further information from the company regarding the nature and/or scope of the investigation.

By my signature below, I hereby authorize a consumer credit report and/or a consumer report and/or an investigative consumer report to be obtained. I also acknowledge receipt of "A Summary of Your Rights Under the Fair Credit Reporting Act." A copy of this document is the same as the original.

Last Name	First Name	Middle Name
ORREGO	LIDIA	M

Current Address
9508 QUEENS BLVD APART 3E

City	State	Zip
REGO PARK	NY	11374

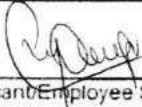
Social Security Number	E-mail Address
[REDACTED]	lorrego@gmail.com

State	Month of Birth	Day of Birth
NY	[REDACTED]	[REDACTED]

DO NOT provide your year of birth.

Have you used any other names or Social Security Numbers in the past? If yes, please provide all below:

N/A


Applicant/Employee Signature: _____ Date: 2/6/2018

Should a **consumer credit report** be processed, you are entitled to receive a copy. Please indicate below.

Yes LO No _____
Initials Initials

Should an **investigative consumer report** or **consumer report** be processed, you are entitled to receive a copy. Please indicate below.

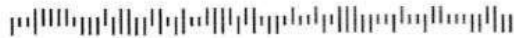
Yes LO No _____
Initials Initials

EXHIBIT 4

OLD WESTBURY EDDIE LLC
Benefit Co-ordinator
2 Spring Hill Lane
Old Westbury, NY 11568



>000612 8572341 003107
LIDIA M ORREGO
95-08 Queens Blvd
Apt 3 E
Rego Park, NY 113740000



UnitedHealthcare®

Oxford

Your new UnitedHealthcare Dental ID Card is here.

You are receiving this ID card because you or your dependent qualifies for the Pediatric Dental Essential Health Benefit. Age of eligibility varies by state but is most often under the age of 19 (check your plan documents). Please show this ID card to your dental provider when you or your dependent receives pediatric dental care.



We believe this card will simplify your check-in process at the dental office. You may notice a unique "Member ID" number, rather than your Social Security Number, on your new card. This Member ID will minimize the need for you to reference your Social Security Number when visiting a provider, and thus aid in protecting your personal information. A Member ID is assigned to the primary insured only.

Before visiting your dentist, check to see if your dentist is a UnitedHealthcare Dental participating network dentist at www.myuhc.com. With the Dental Options PPO (Preferred Provider Organization) Plan you and your family members have access to our nationwide network of dentists. When you see a dentist in our network, you may realize significant out-of-pocket savings- as much as 30% depending on the procedure - without ever submitting a claim form. Additionally, our on-line Treatment Cost Calculator is designed for you to calculate and compare the value of in-network savings against out-of-network, out-of-pocket costs. You still have the flexibility of visiting a dentist outside of our network, just keep in mind that you will have higher out-of-pocket costs when seeing a non-network dentist.

Should you have any questions, want to locate participating network dentists, get driving directions to dentists' offices or retrieve claim information, simply visit our Web site at, www.myuhc.com or contact customer service by calling the toll-free number on your Dental ID Card.

EXHIBIT 5

UnitedHealthcare
4 Research Drive
Shelton, CT 06484



June 28, 2018

178ADHOCPRC1Proj0014630034001-01197-01
Lidia Orrego
95-08 Queens Blvd
Apt 3 E
Rego Park, NY 11374

Notice of Premium Rate Change
OLD WESTBURY EDDIE, LLC, OW3185 CSP03
THIS IS NOT A BILL

Dear Lidia,

We want to give you some important information about your health insurance. New York State Department of Financial Services (DFS) has approved new premium rates for your employer's Oxford Health Insurance, Inc. plan.

The new rates are scheduled to begin on September 1, 2018 and will be in place for 12 months.

The chart below shows:

- The premium rates your employer pays now.
- The new rates that we can charge your employer in 2018.

Remember, the specific monthly premium rate that you pay is determined by your employer.

Monthly premiums for EPO		
TIERS	CURRENT RATES	2018 RENEWAL RATES
Single	\$861.49	\$922.93
Couple	\$1,722.98	\$1,845.87
Parent/Children	\$1,464.53	\$1,568.99
Family	\$2,455.25	\$2,630.36

The new rates could change if:

- Your employer makes benefit changes.
- Benefits are required to be added during the plan year.
- Your employer is considered a large group (101 or more employees) on the next renewal.

If you have questions about this notice, please talk to your employer's benefit administrator.

We value you as a member and thank you for your continued participation in our plan.

Sincerely,

Charles Cerniglia
Vice President, Key Account & Small Business Sales and Account Management

EXHIBIT 6

Health Coverage

Department of the Treasury
Internal Revenue Service

▶ Do not attach to your tax return. Keep for your records.

▶ Go to www.irs.gov/Form1095B for instructions and the latest information.

void

CORRECTED

2018

Part I	Responsible Individual
--------	------------------------

1	Name of responsible individual—First name, middle name, last name	2	Social security number (SSN) or other TIN	3	Date of birth (if SSN or other TIN is not available)
LIDIA	M	ORREGO	[REDACTED]		
4	Street address (including apartment no.)	5	City or town	6	State or province
95-08 QUEENS BLVD APT 3 E		REGO PARK		NY	
				7	Country and ZIP or foreign postal code
					UNITED STATES 11374
				9	Reserved

3 Enter letter identifying Origin of the Health Coverage (see instructions for codes): . . . ▶ B

Part II

10 Employer name OLD WESTBURY EDDIE LLC	11 Employer identification number (EIN) [REDACTED]
12 Street address (including room or suite no.) 2 SPRING HILL LANE	13 City or town OLD WESTBURY
	14 State or province NY
	15 Country and ZIP or foreign postal code 11588

part III
Issuer or Other Coverage Provider (see instructions)

16 Name Oxford Health Insurance, Inc.	17 Employer identification number (EIN) [REDACTED]	18 Contact telephone number 800-444-6222
19 Street address (including room or suite no.) 601 Brinker Creek Blvd	20 City or town Ox/dmar	21 State or province FL
		22 Country and ZIP or foreign postal code UNITED STATES 34677

Part IV

Covered Individuals (Enter the information for each covered individual.)

[illegible]

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 60704B

Form 1095-B (2018)

EXHIBIT 7



Exhibit 4

Lidia Orrego <lorrego@gmail.com>

MY SITUATION A WORK FOR 8 MONTHS

EXHIBIT [10/28/2020] [4000321031]

Lidia Orrego <lorrego@gmail.com>
Para: Steffiana Knipping Kj <steffdelacruz@gmail.com>
Cc: Skylar Testa <skylartesta@gmail.com>

2 de noviembre de 2018, 12:25

Good afternoon,

I am writing to you and to Skylar as house manager, about matters as I previously did on several occasions for different reasons and which I will expose in this email.. I apologize for any mistakes I may have.

I am writing to you this letter because I have not had the opportunity to speak or explain personally to you because of all the restrictions I have to communicate with you Mrs Steffiana because all instructions I receive are through other persons which is affecting my performance as nanny about situations that affects the care of his daughter S [REDACTED]

On October 14, I met with Rebeca to talk about everything that was happening in the house because she does not allow me to perform my job because she was always was giving me instruccions or ways to do my job in wich I do experience,those days on her way out when I was taking my shift Ms. Rebeca was permanently creating situations to make S [REDACTED] cried because I think she felt jealous because a day before S [REDACTED] wave her hands goodbye happy and telling her to leave so I want to ask her to let me deal with S [REDACTED] and to stop harassing me regarding S [REDACTED] care because i do know how to handle sweet S [REDACTED].t the same time I want to discuss the mistreatment of words and discrimination of which I am frequently a victim of your sister Taz (Teresa) even in my days off when I am initially I sought was kind off funy sending me with racist jokes but it was going everyday day worse when it came up to the insults and humiliations in front of strange people and your children, allowing your son K [REDACTED] sometimes comes to push me and humiliates me because of my Hispanic status o the way I do pronounce the words, some times mocking me in the car and sometimes even in public places calling stupid mexican and forbidding me to speak in Spanish with S [REDACTED] wich a prefer to do because it is a language that we both nannys speak. It is more the last week in the kitchen K [REDACTED] hits me with all his strength on my back twice wich cause pain until this day ,that happens in front o Miss Tass and she was laughing and minimizing the situation.

In the opportunity that I meet with Rebecca I was with another person at the Dinner Old Westbury,she start the conversations telling me that she wants me to help me and promise solve the problem with your sister Taz and the discrimination issues we suffer both because she is in control of all of you because you and your husband are afraid of a lawsuit she can do against you, because she has it has been documented with notes and recordings plus she has all the names of other affected people who were teachers, one of them even got a restraining order against Ms Taz , that according to Rebecca Mr. Kevin has no knowledge about that. She also mentioned me aout the testimony of a person named Gaby who never look for legal assistance because she was illegally working for you,she said that Gaby twice spoked with you Mrs Stefiana regardind the discrimination and harassment matters she have from your sister Ms. Taz ibut that you never did anything about it.

On that occasion, Rebeca, always in the presence of the third person, speaks openly of the situations that concern the family of Mr. Kevin and Mrs. Steffiana, which I will detail here:

1- First of all, she says that Mr. Kevin and you Mrs. Stefiana do not want to be with S [REDACTED] for a second or nothing to do with her,and she told me that's why S [REDACTED] is always very attached to us because she has no love and afecttion from her parents and that she will protect her from the bad influence of Taz.

2- That K [REDACTED] also treats her very bad her under the influence of Taz.

3- That Taz once treat very very bad yours daughters S [REDACTED] and S [REDACTED] in front of you and Professor Shannon and that you did nothing to defend your kids from her and why she is worry about S [REDACTED] because you will not protec her.

4- That you will never do anythinging about the discriminations matters and for that reason she has a note prepared to let Mr. Kevin know what is going on in the house because he is the boss and not you Mrs Steffiana, because talking to you is a waste of time and she is not interested in discussing tha matter with you.Actually 1 or 2 days ago in the playroom Ms. Rebecca told me that any moment she will give the letter to Mr. Kevin to help us.

These are more important points that she mentioned at that time asking me to join her collecting evidence for a lawsuit between all affected people teachers and nannys including Gaby to go against your husband in this discrimination situation created by your sister Ms Taz. That day in the dinner me met we met for an hour and a half or so.Also mention that Gaby situation was very different because she was illegal but both of us not because we do have documents to works here in this country.

From that date on, she mentions that she was going to speak with Mr. Kevin and that she was going to call me to give my testimony and corroborate what she says in that letter and the evidence she has endure an employment

discrimination and harassment.

I let you know that I feel at this time devastated by everything that happened these days, because I work with such care and dedication sometimes restlessly always accommodating all the needs of the family with professionalism, often worried about S [REDACTED] for the excessive consumption of sweets, S [REDACTED] is very smart and at night in Ms. Rebecca's room she shows me where is the sweets telling me not to tell her dad about it because is a secret, couple of time I did let Skylar knows about the situations and he told me that you Mrs. Steffiana are full knowledge also Taz told me the same, this day Ms Rebecca where telling I can give to her 1 or 2 candies wich I do not agree with it because S [REDACTED] depends of it all the time and her behavior also changes when I tell her she have enough sweets during the day.

Even S [REDACTED] shows me the sweets that she eats since 9 in the morning when she goes to school and in front of Ms. Rebeca, which Ms Rebecca tells me that Taz always gives them to S [REDACTED], in one opportunity Ms Rebecca told S [REDACTED] that if she brush ther teeth she gives her a bubble gum as a reward wich I don't agree with that practice. Ms Rebecca also uses keywords in Spanish about the way she promess the candies to S [REDACTED] so nobody will understand.

One opportunity happening at noon, S [REDACTED] in her innocence came to me and shows me a bubble gum that Ms. Rebecca gave her at the moment Ms Rebecca shook S [REDACTED] very hard yelling "NO" pushing her immediately into her bedroom and slammed the door on my face, Ms. Rebecca was furious with S [REDACTED] it got me very concern and worried because S [REDACTED] can be hurt ibecause she wass shook in such hard way!! This episode I communicate immediately to Skylar because those days you restricted me to go to your room even to exchange a word with you Mrs Steffiana and that happens around the time I asked you If I can have few words because I did not want to be responsible if something happens to S [REDACTED].

These are some of the situations that for all this time I have been coping with and wonder what's happening in these days starting with your claim that for the first time 8 months that I was helping in housekeeping I have never mentioned the inconvenience that It caused the cleaning of the masterbedroom, that I have to clean your bedroom in 45 minutes that was something completely new and unexpected for me beside that I told Ms. Cristina few times that I really fell bad going into your bedroom to do cleaning without explaining to her of my real feeling the truth is that im very uncomfortable being in your room because of the way you treat me o look at me makes me feel miserable and uncomfortable and is a very stressful situation when I was there to clean and not to do other things and the other day when you Mrs Steffiana saw me texting that was a text for Ms Cristina to ask for a water bottle and Mrs Cristina mention it the phone usage, the phone i used when is need it as everybody in the house do to communicate, also I have a daughter and a sick mother that im responsible for and if they call I need to take the call wich rarely happens .

After that, now my hours have change unexpectely , which doesn't allow me to do the hours I was promised thu the agency wit, wich it was guarantee when you Mrs. Steffiana hired me and it was 32 hours with the possibility of more hours to work even if they will not need or traveling traveling, now i dont know what to expect because i receive instructions about the hours o days i have to work from Ms Rebecca because she told me that nov 6 she will work my hours taking S [REDACTED] to a birthday party and i think is not right and i expect to be paid what wasin the agreement you text me when the paper works to hire me was almost finished.

And the last thing that happens is that you give special instruction(not me) no to have the wallet wich is fine but it is very strange if you have a doubt of me missusing or stealing your money please let me know because there is zero possibility for that to happens and Ms Recca told me not to take personally but I do take it in that way because I will never touch one penny of other people money or used for my benefit and I feel very very disappointed that all that is being talks on my back and the explanations Ms Rebeca tried to make me doesn't make sense at all.

All this situations affects in all the way me a lot of not knowing what is happening and why.

Mrs. Steffiana, I am an honest person who brings bread home every day with honest work without ever offending anyone, without abuse, insults or humiliation, neither I never gout of your house and talk about private things that happens in your house that is why I felt so surprise when Ms Rebecca start talk about you and your husband in front a third person in a public place saying your and your husband name very comfortable knowing that you both are know by the press and could generate I a very negative publications.

As I told you Mrs Stefianna previously I pray so much for this to improve but not so sadly is getting every day worse, the harassment , humiliation and discrimination and harassment makes and unhealthy environment but going thru all this situations I have never missed a day of work because I need to bring food to my house, lots of time I work without taking even a break and everybody see that in the house, when I need a permission to be late always I was letting you know in advance by text.

All this that I write in this letter every word, EVERYTHING, is supported by evidence, documents and witnesses, which are irrefutable, for which I am fully responsible.

If telling the truth is a reason to be fired will be not correct but I cant be quiet anymore and I don't like people to gossip on my back trying to ruin me in my jobs or my conduct at work less much to have issues over money, now writting this e mail trying to adress this issues in the right way, because what I will not allow to continue talking behind my back with complaints and comments without fundaments that surely will harm my good name.

Today again I will go to the doctor i dont feel well and will ask him a report to send you ,i will like to take for the firts time my sick days for today and tomorrow, reincorporating me again on Tuesday, November 6 at 4pm.

This letter is long I understand, but it is months of accumulation and it explaining all the situations i was going thru and i apologize for it.

Any change that is made and affects me, please let me know as soon as possible.

Regards,

Lidia Orrego

EXHIBIT 8

STAR MEDICAL OFFICES, P.C.

93-40 QUEENS BLVD

REGO PARK, NY 11374

TEL: (718) 730-9210

FAX: (718) 730-9329

MEDICAL LEAVE-RETURN TO WORK/SCHOOL FORM

To whom this may concern:

This is to certify that ORREGO Lidie POK [REDACTED]
(Name of Patient)

Was examined and treated at Star Medical Offices P.C. on 11 / 02 / 18
(Date)

Comments: Return to work on 11/06/18 (Tuesday)

11, 02, 18
(Date)

V. Gorgovsky M.D.
(Attending Physician)

STAR MEDICAL OFFICES, PC
93-40 QUEENS BLVD., SUITE 1G
REGO PARK, NY, 11374
TEL: (718) 730-9210
FAX: (718) 730-9329

EXHIBIT 9

**OLD WESTBURY, LLC
c/o Savitsky Satin Bacon & Bucci
2049 Century Park East, Suite 1400
Los Angeles, CA 90067**

November 27, 2018

VIA CERTIFIED MAIL & VIA EMAIL

Lidia M. Orrego
95-08 Queens Boulevard, Apt. 3E
Rego Park, NY 11374

Ms. Lidia Orrego,

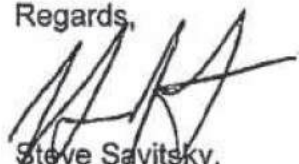
Old Westbury, LLC is ending your employment effective immediately. This decision is based on several factors, including but not limited to:

1. Breach of your Non-Disclosure Agreement, such as;
 - a. Recording a conversation with Rebeca Uzcategui in the presence of a member of the public, and
 - b. Taking recordings and photographs of the Knipfing's home.
2. Your statement that you were unwilling to continue working with Rebeca Uzcategui.
3. Our conclusion that you made statements in your complaint that you know to be false.

Your payment of wages through today's date (November 27, 2018) will be paid on the regular payroll date and offset by the nineteen (19) hours you reported were paid incorrectly.

You have health insurance through United Healthcare and the termination of your health insurance is November 30, 2018. You are eligible for COBRA Continuation Coverage and you will be contacted by the carrier directly.

Regards,


Steve Savitsky,
Business Manager, Old Westbury, LLC

SS/ew

EXHIBIT 10

**WORKERS' COMPENSATION
BOARD****Bureau of Compliance****ENFORCEMENT UNIT****REPORT OF INVESTIGATION**

Inv#: 2019-13141

Alleged Employer: KEVIN & STEPHANIEANNA 2 SPRING HILL LANE OLD WESTBURY, NY 11568-	
Date: 10/23/2018	WCB #: G2584330
Investigation Request: Coverage Investigation	
Report of Investigation	
Entity (Including business address): KEVIN & STEPHANIEANNA KNIPFING 2 SPRING HILL LANE OLD WESTBURY, NY 11568-	
Employer #:	
Principal(s):	
Coverage: [REDACTED]	
Other POI Entities: [REDACTED]	
License/Permit:	
Documents Submitted: [REDACTED]	
Report Details: As per request, a coverage and entity investigation was performed for this claim. The claimant stated on her C-3 that she worked for the ER as a housekeeper/nanny when she became injured on the job. On 10/4/19, a field visit was made to the ER's address. This is a luxury private gated community. The guard called the ER but there was no one home. Upon returning to the office, I placed a phone call to Stephanieanna Knipfing (310-569-2458). There was no answer so I left a VM which to date has been ignored. On 10/28/19, I placed another phone call to the ER and left another VM which again has been ignored. To date, I have not received a call back. 814110 - Private Households	
District Office:	Hempstead
Investigator:	Evelyn Mendez
Senior Investigator:	Jonathan Tisk
Date: 11/04/2019	

C-49.2
G2584330

1 of 1

EXHIBIT 11



RYDANSECURITY
INVESTIGATIONS

INVESTIGATIVE MEMO

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

ASSIGNMENT

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

INTERVIEW DETAILS

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

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

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

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

EXHIBIT 4

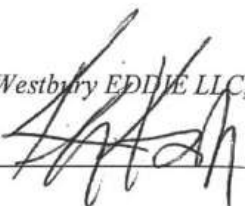
Forgery of Defendants' Signatures on Depositions Dated April 5, 2023, Served by Defendant's Counsel via Email on April 7, 2023

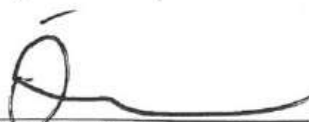
- 1) Original Signatures DE [17] Dated 09-30-2023 STIPULATION AND ORDER OF SUBST. OF
COUNSEL

*Incoming Counsel for Kevin Knipfing,
Stephanieanna James-Knipfing,
Old Westbury EDDIE LLC,
Old Westbury LLC, and
Teresa A. Zantua*


Kevin Knipfing


Stephanieanna James-Knipfing

Old Westbury EDDIE LLC,
By: 


Teresa A. Zantua

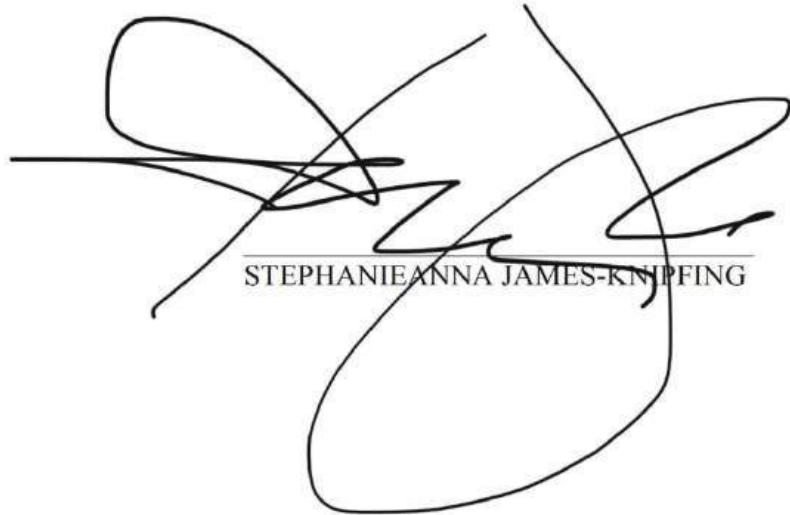
Old Westbury LLC,
By: 


Steve Savitsky

- 2) Signatures Depositions Exhibit 8 - Dated 11-13-2023 Plaintiffs Certificate Good Faith - No. 3 Defendants' Failure Disclose Pages 33 through 88.

CERTIFICATION

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



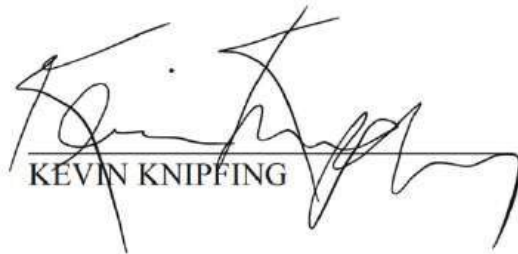
STEPHANIEANNA JAMES-KNIPFING

Dated:

4/5/23

CERTIFICATION

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



KEVIN KNIPFING

Dated: 4/5/23

CERTIFICATION

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


TERESA ZANTUA

Dated:

4/5/23

EXHIBIT 5



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. 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

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 B

SECOND NDA

(Attached hereto)

SERVICE PROVIDER CONFIDENTIALITY AGREEMENT

This Agreement is created and entered into effective as of ^{1/31/2018} 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 ("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: [Signature]

Print Name: Lidia M. Orrego

Address: 95-08 Queens Blvd

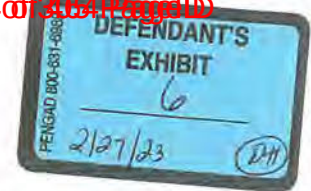
Apt 3E

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. Oregón, 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"

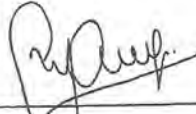
Dated: _____

By: _____

Kevin Knipfing

"EMPLOYEE"

Dated: 1/31/2018

By: 

Print Name: Lidia M. Orrego

Address: 95-08 Queens Blvd

Apt 3E

Phone: 347-4532204

EXHIBIT 6

EXHIBIT 1



RYDANSECURITY & I N V E S T I G A T I O N S

INVESTIGATIVE MEMO

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

ASSIGNMENT

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

INTERVIEW DETAILS

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

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

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

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

Privileged and Confidential

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

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

End of report

Privileged and Confidential

Restricted Use Warning

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

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

EXHIBIT 2

From: John Keil <JKeil@cfk-law.com>
Sent: Friday, March 22, 2019 3:55 PM
To: Kuuku Minnah-Donkoh
Subject: FW: Additional Information

From: Kevin Flanagan [mailto:kflanagan@rydansecurity.com]
Sent: Monday, November 12, 2018 11:51 PM
To: John Keil; Skylar Testa
Cc: Nick Bauer
Subject: RE: Additional Information

John,
Below are the bullet points of the interview today.

LIDIA ORREGO Interview at Starbucks 92-77 Queens Blvd Nov 12, 2018-

- LIDIA STATES THAT ON HER FIRST DAY AT WORK THE FIRST THING REBECCA TOLD HER WAS THAT THE AUNT (AUNT TAZ) IS CRAZY AND DOESN'T LIKE PEOPLE SPEAKING SPANISH IN THE HOUSE. REBECCA ALSO TOLD HER THAT TAZ RECORDS EVERYTHING.
- LIDIA STATES FROM DAY ONE REBECCA WAS VERY BOSSY, AND WAS ALWAYS TELLING HER WHAT TO DO.
- IN APRIL, LIDIA COMPLAINED TO TAZ THAT REBECCA WAS CONSTANTLY TELLING HER WHAT TO DO. TAZ TOLD HER NOT TO LISTEN TO REBECCA AND SUGGESTED THAT LIDIA START A DIARY AND KEEP NOTES, WHICH SHE DID.

(LIDIA HAS A VERY DETAILED JOURNAL WITH DATES AND INCIDENTS WRITTEN IN SPANISH. TOTAL OF 13 PAGES WHICH SHE STATED SHE WILL FORWARD TO MR. JAMES). SHE ALSO HAS 2 TO 4 OTHER AUDIO RECORDINGS OF REBECCA THAT SHE
WILL ALSO FORWARD.

- LIDIA STATES TAZ AND REBECCA ARE CONSTANTLY ARGUING IN FRONT OF THE CHILDREN, WHICH LIDIA FOUND SURPRISING BECAUSE SHE FELT THAT REBECCA WAS BEING DISRESPECTFUL TO HER BOSS'S SISTER.
- AROUND APRIL 2018, LIDIA APPROACHED STEFFIANA AND ASKED WHETHER IT'S OK TO SPEAK SPANISH IN THE HOUSE BECAUSE SHE WAS TOLD THAT SHE WAS NOT ALLOWED TO SPEAK SPANISH. STEFFIANA RESPONDED THAT SHE HAD "NO ISSUES" WITH LIDIA SPEAKING IN SPANISH.
- LIDIA STATES THAT TAZ MAKES RACIAL COMMENTS ABOUT HER ETHNICITY AND CONSTANTLY REFERS TO HER AS A MEXICAN. ACCORDING TO LIDIA, TAZ ENCOURAGES C [REDACTED] TO DO THE SAME. SHE ALSO STATES THAT TAZ IS CONSTANTLY CORRECTING HER ENGLISH. FOR EXAMPLE, LYDIA WOULD REFER TO A BUILDING AS "BEING BIG" AND TAZ CORRECTS HER GRAMMER AND TELLS HER, "IT'S NOT BIG IT'S TALL." THIS IS DONE IN PUBLIC IN FRONT OF STRANGERS CAUSING HER EMBARRASSMENT. (THIS IS ONE EXAMPLE)
- LIDIA STATES THAT TAZ HAS A VERY BAD TEMPER EXPECIALLY WHILE DRIVING. ON A FEW OCASSIONS THE CHILDREN WERE UPSET AND DIDN'T WANT TO DISCUSS WHAT WAS BOTHERING THEM WITH TAZ BUT

PREFERRED TO SPEAK TO THEIR MOTHER. ACCORDING TO LIDIA, TAZ WOULD WANT THEM TO TELL HER WHAT WAS BOTHERING THEM AND WOULD INSIST THAT THEY TELL HER. TAZ WOULD STOP THE CAR ON THE ROAD AND NOT MOVE UNTIL THEY TOLD HER WHAT WAS BOTHERING THEM. TAZ ALSO GETS INTO ARGUMENTS WITH OTHER DRIVERS IN WHICH SHE HAS DISPLAYED ROAD RAGE. SHE ARGUES WITH OTHER DRIVERS WHILE THE CHILDREN ARE IN THE VEHICLE. LIDIA FEARS FOR THEIR SAFETY. SHE FURTHER STATES THAT TAZ HAS ALSO BEEN PULLED OVER BY THE POLICE FOR HER DRIVING.

- APPROXIMATELY 3-5 TIMES REBECCA TOLD LIDIA IN CONVERSATION THAT TOGETHER THEY CAN FILE A LAWSUIT AGAINST TAZ FOR DISCRIMINATION.
- LIDIA STATES THAT REBECCA IS MANIPULATING S [REDACTED] BY GIVING HER CANDY FOR BRUSHING HER TEETH, WHICH REBECCA DENIES. ON ONE OCCASION LIDIA STATES THAT SHE OVERHEARD REBECCA TELLING S [REDACTED] TO BRUSH HER TEETH AND SHE WILL GIVE HER GUM. A SHORT TIME LATER S [REDACTED] EXITS THE BATHROOM AND AS SHE COMES OUT S [REDACTED] OPENS HER MOUTH AND SHOWS LIDIA A MOUTH FULL OF CHEWING GUM. AT THAT POINT REBECCA GETS FURIOUS AND GRABS S [REDACTED] BY THE SHOULDER AND SHAKES HER AND TAKES HER INTO THE ROOM.
- LIDIA HAS PHOTOGRAPHS SHE TOOK ON 4/21/2018, OF CANDY THAT IS HIDDEN IN REBECCAS ROOM AND OTHER AREAS. REBECCA ALSO KEEPS CANDY IN THE CAR.
- OCTOBER 14, 2018 –THE REASON WHY SHE AGREED TO MEET WITH REBECCA AT THE DINER ON 10/14/2018, WAS BECAUSE OF AN INCIDENT THAT OCCURRED WHEN LIDIA WAS AT A FARM APPLE PICKING AND THE KIDS WEREN'T LISTENING TO HER. IT WAS VERY UPSETTING TO HER SO SHE AGREED TO MEET REBECCA. SHE ALONG WITH HER MOTHER AND DAUGHTER MET WITH REBECCA AT A DINER. LIDIA RECORDED THEIR CONVESATION AND FORWARDED THE RECORDING TO MR. JAMES ON 11/8/18. DURING THIS MEETING REBECCA INFORMED HER THAT SHE AND OTHER EMPLOYEES WANTED TO FILE A LAWSUIT. SHE STATES THAT THE OTHER EMPLOYEES WANT TO SUE AND THAT SHE REBECCA HAS DOCUMENTATION AND THAT OTHER EMPLOYEES ARE ON BOARD. THE EMPLOYEES SHE SAID WERE ANNIE, GABY, SHANNON, TEACHERS, ETC.
- REBECCA ALSO TOLD LIDIA THAT TAZ TELLS HER, "I'M RECORDING YOU", AND REBECCA RESPONDS, "OH YES, I HAVE TEN RECORDINGS OF YOU."
- OCTOBER 23, 2018 – LIDIA STATES THAT SHE WAS ATTENDING TO S [REDACTED] AND C [REDACTED] CAME FROM BEHIND HER AND HIT HER WITH HIS HANDS ON HER BACK.
- NOVEMBER 2, 2018 – LIDIA SENT THE LETTER SHE HAD WRITTEN TO STEFFIANA AND SKYLER VIA EMAIL. THE REASON SHE WROTE THIS LETTER, WAS BECAUSE REBECCA HAD TOLD HER DURING THE MEETING ON OCTOBER 14, 2018, THAT SHE WAS GOING TO WRITE A LETTER AND GIVE IT TO KEVIN JAMES. LIDIA KEPT ASKING REBECCA, "DID YOU WRITE THE LETTER," AND REBECCA KEPT ON STALLING AND STATING IT'S ALMOST DONE. IN THE MEANTIME, LIDIA STATES THAT SHE NOTICED STEFFIANA WAS ACTING DIFFERENT TOWARDS HER AND WAS WONDERING IF REBECCA WAS PLAYING BOTH SIDES. SO LIDIA DECIDED TO SEND THE LETTER HERSELF. REBECCA ATTEMPTED TO CALL HER THIS DAY. LIDIA TEXTED HER AND TOLD HER SHE WAS AT THE DOCTOR AND COULDN'T SPEAK.
- NOVEMBER 6th, 2018 – MET WITH KEVIN JAMES AND GAVE HIM THE RECORDING ON NOVEMBER 8TH, 2018.
- LIDIA STATES HER PURPOSE FOR COMING FORWARD IS BECAUSE SHE DOSENT TRUST REBECCA AND IS WORRIED THAT REBECCA MAY TRY AND MAKE HER A WITNESS ON THE LAWSUIT SHE IS PLANNING ON FILING. SHE DOESN'T WANT TO BE INVOLVED IN ANY LAWSUIT WITH THE JAMES FAMILY. LIDIA IS ALSO CONCERNED HOW THE KIDS ARE BEING RAISED BY THE NANNIES AND HOW THEIR BEHAVIOR IS A NEGATIVE INFLUENCE ON THEM. REBECCA TOLD HER THAT SHE PURPOSELY KEEPS THE CHILD OUT OF THE HOUSE ALL DAY SO THE CHILD DOESN'T ASK TO GO WITH HER MOTHER.

John,

During my debrief with Tefta & Irma, this afternoon, they were clear with Lidia, when asking about actual physical abuse being inflicted upon the children. Lidia confirmed that there is no physical abuse taking place. Lidia did state that both Rebecca, and TAZ, by design tried to keep the children out of the house and away from the CCTV system at the residence.

Lidia stated that likes her job and wants to come back, but she did not want to come back if Rebecca was still going to be there.

Kevin Flanagan
Rydan Security & Investigations
131-19 Jamaica Avenue.
Richmond Hill, NY 11418
Office-718-805-8090 ext 111
Fax- 718-504-4033
mobile-917-922-3057
<http://www.rydansecurity.com>

EXHIBIT 7

KUUKU MINNAH-DONKOH
KMINNAHDONKOH@GRSM.COM



ATTORNEYS AT LAW
1 BATTERY PARK PLAZA, 28TH FLOOR
NEW YORK, NY 10004
PHONE: (212) 269-5500
FAX: (212) 269-5505
WWW.GRSM.COM

May 23, 2025

VIA ECF

The Honorable Sanket J. Bulsara
United States District Judge
Eastern District of New York
100 Federal Plaza
Central Islip, New York 11722

Re: Orrego v. Knipfing, et al.
20-cv-03361 (SJB)(AYS)

Dear Judge Bulsara:

My office represents defendants Kevin Knipfing a/k/a Kevin James, Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz, Old Westbury EDDIE LLC, and Teresa A. Zantua (collectively, “Defendants”) in connection with the above-referenced matter. I write to respectfully request a 30-day extension of time with respect to all of the deadlines set forth in the summary judgment motion briefing schedule So Ordered by the Court on March 19, 2025. This is Defendants’ first motion for an extension of time to the summary judgment motion briefing schedule, and Plaintiff consents.

In late March 2025 – after the Court So Ordered the summary judgment motion briefing schedule – a close family member of mine was diagnosed with advanced stage cancer, and subsequently underwent surgery on April 24, 2025. Thereafter, I have had to take a significant amount of time off work to assist with their care. Accordingly, with Plaintiff’s consent, I respectfully request that the briefing schedule deadlines be extended as follows:

- Any motion for summary judgment must be served by July 9, 2025
- Any opposition must be served by August 13, 2025
- Any reply must be served by September 3, 2025

I respectfully request that the remainder of Court’s Order issued on March 19, 2025, remain in full effect, including the directive that “[t]he parties should serve the papers on each other by these deadlines but only file them on the Court’s docket on September 3, 2025, following service of all briefs.

The Honorable Sanket J. Bulsara

May 23, 2025

Page 2

I thank the Court for its time and consideration of this submission.

Respectfully submitted,

/s/ Kuuku Minnah-Donkoh
Kuuku Minnah-Donkoh

CC via ECF

Pro Se Plaintiff Lidia Orrego

EXHIBIT 8

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

**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,

Pursuant to Your Honor's Individual Practices VI.A, VI.C, FRCP 16(a), FRCP 7(b), FRCP 26(c), FRCP 37(a) (c) , FRCP 11 (b), I, Lidia M. Orrego, Pro Se Plaintiff, request a Pre-Motion conference to file motions to: (1) Vacate the order scheduling the Summary Judgment briefing deadline (June 9, 2025), (2) Stay this case until resolution of my prior Motion to Stay, Disqualify Counsel, Preliminary Injunction, and Protective Order, (3) Disqualify Opposing Counsel, Gordon Rees Scully Mansukhani, LLP (GRSM), for fraud, ethical violations, and conflicts, (4) Provide instructions to file evidence, pending since August 3, 2023, and (5) Renew my Motion for Declaratory Judgment to declare the three Non-Disclosure Agreements (NDAs) unenforceable and unconscionable under New York State (NYS) Law, affirm my ongoing employment with Kevin and Stephanieanna James-Knipfing (The Knipfings), and recognize my deprivation of position, benefits, and medical attention for an Occupational Disease, as confirmed by the Workers' Compensation Board (WCB) and the report investigation dated November 21, 2018 confirmation by Rebeca Lugo aka Uzcategui that confirms all the abuse and discrimination concealed by GRSM.

My prior motion was ignored, likely due to no pre-motion letter. DE [190]. A letter acknowledged this oversight. DE [193].

A Third-Party legal opinion Report confirms the NDAs' unenforceability, evidencing Defendants' fraud and the Court's abuse of discretion. My former counsel, Pasternack Tilker Ziegler Walsh Stanton & Romano L.L.P., tainted discovery and prejudiced the WCB outcome (Case #G-2584330) through legal malpractice, abetting, and aiding fraud, compounding Defendants' actions.

a) Applicable Laws and Legal Grounds:

This matter implicates violations of Due Process and Equal Protection under the Fifth and Fourteenth Amendments of the U.S. Constitution; protections under Freedom of Speech under the First Amendment; Civil Rights Protections under 42 U.S.C. § 1981 (Civil Rights Act of 1866); and state-level protections under the NYS Human Rights Law (N.Y. Exec. Law § 290 et seq.).

b) Factual and Legal Basis:

1. Defendants' Fraud and GRSM's Misconduct: Defendants, including The Knipfings, Teresa A. Zantua, Old Westbury EDDIE LLC, and Old Westbury, LLC, engaged in pervasive and severe abuse, discrimination, fraud, retaliation, and evidence concealment. On November 2, 2018, I emailed a complaint to James-Knipfing and Skylar Testa, reporting Zantua's discrimination, including racial slurs ("stupid Mexican"), physical abuse, and banning Spanish. DE [73]. Defendants delivered three NDAs on November 2, 2018, before and after my complaint, and during my February 2023 deposition, showing retaliatory intent to silence me. DE [73]. These NDAs, presented as salary documents without Spanish translation despite my language barriers, contained unconscionable terms (\$100,000 damages for breaches) and lacked Defendants' signatures, failing the "meeting of the minds" under NYS law. The third-party legal opinion report

confirms their unenforceability due to fraud, lack of mutual assent, unconscionability, and linguistic disadvantage, negating the defense for my purported termination on November 27, 2018, by a ghost corporation, Old Westbury, LLC. DE [73].

GRSM, representing Defendants, witnesses (Cristina Coimbra aka Selga, Rebeca Uzcategui), and my former counsel (Pasternack Tilker, since 2012), perpetuated fraud through conflicts of interest, violating NY Rules of Professional Conduct 1.7, 3.3, and 3.4. GRSM coached Selga to submit false affidavits claiming I recanted child abuse allegations, a falsehood contradicted by Uzcategui's November 21, 2018, investigation report and supporting transcripts and recordings, which confirm my complaint's truth. DE [73], DE [26]. Defendants concealed this report until GRSM disclosed it on August 1, 2022, evidencing their intent to suppress exculpatory evidence. DE [73]. GRSM also obstructed Uzcategui's deposition and concealed the 2018 report. DE [125], DE [73]. The report, from Rydan Security, details Uzcategui's testimony about Zantua's racial hostility, including mocking Hispanic employees' accents and prohibiting Spanish. DE [73]. GRSM's defamatory statements labeling me "mentally disturbing" and fraudulent conduct tainted discovery, warranting disqualification (*Hempstead Video, Inc. v. Inc. Vill. of Valley Stream*, 409 F.3d 127 (2d Cir. 2005)). DE [190], DE [30].

2. Judicial Errors and Two-Tiered Justice: Magistrate Judge Shields abused discretion by mislabeling DE [88] as an order instead of an R&R and validating the NDA during discovery, despite a fraudulent NDA. DE [88]. This ignored Uzcategui's report, proving Zantua's discrimination, as submitted in my Default Judgment Motion. DE [57]. M. J. Shields wrongly denied DE [57] as non-dispositive, lacking jurisdiction over dispositive motions, prejudicing my case by upholding a fraudulent NDA: **LEP/Language Barrier:** In 2018, my limited English and the absence of a Spanish translation meant there was no mutual assent (see *Flores v. Lower E. Side*

Serv. Ctr., 4 N.Y.3d 363 (2005)); **Fraudulent Inducement:** I was misled by a signed signature page attached to three modified NDAs that I never consented to (*Pasternack v. Lab. Corp. of Am. Holdings*, 27 N.Y.3d 817 (2016)); **Lack of Consideration:** The NDAs were presented to me 10 months after I began working, with no new benefit (*Zucker v. Katz*, 708 F. Supp. 525 (S.D.N.Y. 1989)); **Unilateral Modifications:** Multiple inconsistent NDA versions were issued without my agreement, violating contract principles (N.Y. Contract Law § 5-1103, among others). DE [57].

After adopting DE [87] without addressing DE [88], D. Judge Brown denied my Declaratory Judgment Motion, citing ongoing discovery and reflecting a two-tiered justice system. DE [108]. D.J. Brown's failure to review DE [88] perpetuated M. J. Shields' error, as the third-party legal opinion confirms the NDAs' invalidity. DE [87], DE [73].

3. Former Counsel's Tainting of Discovery and WCB Outcome: My former counsel, Pasternack Tilker, tainted discovery and prejudiced the WCB outcome (Case #G-2584330) through legal malpractice. From September 5, 2019, to July 2021, I sent 147 emails with 52 exhibits, including medical records, recordings, and deposition transcripts proving Zantua's abuse and the defendants' fraud. DE [73].

Pasternack Tilker filed only six pieces of evidence, concealing 138 pages, including recordings of perjured testimony by Steve Savitsky, Zantua, and Testa. DE [73]. They failed to file medical records from June 2018 to September 2019, documenting injuries from Zantua's assaults, and ignored evidence of fraud, such as defendants' false policy under "FULL SHIMMEE INC." DE [73]. Their misrepresentations delayed my WCB claim and led to its disallowance on March 9, 2021, despite prima facie medical evidence of occupational disease (neck, back, right wrist, both knees, major depressive disorder, PTSD) on November 5, 2019. DE [73].

Pasternack Tilker's failure to file appeal, inaccurate advice, and case abandonment prejudiced my federal claims, as GRSM exploited this incomplete record. DE [73], DE [190].

4. Invalid NDAs, Termination Letter, and Deprivation of Medical Attention: The three NDAs and the November 27, 2018, termination letter from Old Westbury, LLC—an unregistered shell corporation—are invalid under NYS law, rendering my termination unlawful. DE [73]. The letter falsely accused me of breaching the NDA, which Uzcategui's report contradicts by confirming my complaint and Zantua's misconduct. DE [73]. Old Westbury, LLC was not my employer; The Knipfings, through Old Westbury EDDIE LLC, were. DE [73]. A third-party legal opinion confirms the NDAs are unenforceable due to lack of assent, fraud, unconscionability, and language barriers, invalidating the termination. I remain their employee, deprived of position, wages, and benefits, including workers' compensation and medical care for occupational injuries, as confirmed by the WCB's November 5, 2019, finding of prima facie evidence (neck, back, right wrist, knees, major depression, PTSD). DE [73]. The WCB's failure to provide care, worsened by Pasternack Tilker's malpractice, has left me untreated, requiring Declaratory Relief affirming my employment and benefits. DE [73], [190], [30], [57].

5. Unresolved Evidence Filing Instructions: My August 3, 2023, request for instructions to file evidence remains unresolved, hindering compliance with discovery and summary judgment rules. DE [165]. I seek specifications to submit the following evidence: (1) Electronic Storage Information (ESI), including a Digital Plaintiff's Record, 26 notarized and certified transcriptions of recordings, 821 pictures from my employment with defendants, 172 videos from my employment, and social media content from defendants' employees, witnesses, and defendants; (2) Hard copies totaling approximately 249 exhibits, comprising 13 volumes and ~6000 pages. DE [165].

These materials, including recordings of Zantua's harassment, Uzcategui's testimony, and evidence refuting Kevin Knipfing and Selga's false claims about child abuse recantation, are critical to proving discrimination, retaliation, and fraud. DE [73], DE [26]. GRSM's obstruction, my former counsel's failure, and M. J. Shields' rulings have prevented a complete discovery record, necessitating court guidance. DE [165].

6. Renewed Motion for Declaratory Judgment: Renewing my Motion for Declaratory Judgment is essential to declare my rights under 42 U.S.C. § 1981 and NYSHRL, affirm my ongoing employment with The Knipfings, and recognize my deprivation of workers' compensation and medical attention. DE [73]. The NDAs' unenforceability, the illegal termination letter, and the WCB's November 5, 2019, finding prove Defendants' fraudulent retaliation after my November 2, 2018, complaint. DE [73]. DE [73] detailed Defendants' concealment of the 2018 investigation report, Zantua's racial hostility, Kevin James aka Knipfing and Selga's false statements, and the fabricated termination, supported by 821 pictures, 172 videos, and 26 recordings. DE [73]. The WCB's prejudiced outcome, due to Pasternack Tilker's malpractice and fraud, supports my claim of harm, warranting Declaratory Relief to establish the NDAs' invalidity, my employment status, and defendants' liability. DE [73], DE [190].

e) Relief Sought: I request the Court to vacate the summary judgment scheduling order, stay the case, disqualify GRSM, provide instructions for filing evidence, and Grant Declaratory Relief affirming my rights under 42 U.S.C. § 1981 and NYSHRL, declaring the NDAs unenforceable, the termination letter invalid, and my status as an employee entitled to reinstatement, wages, workers' compensation, and medical attention. I seek further relief to address defendants' fraud, GRSM's misconduct, my former counsel's malpractice, fraud, and judicial errors.

Conclusion: The Court must address Defendants’ fraud, GRSM’s violations, including falsehoods and filing false affidavits, gross violation of FRCP 11, my former counsel’s tainting of discovery and the WCB outcome, and judicial errors in DE [88] and DE [57], reflecting a two-tiered justice system. DE [73]. The third-party legal opinion, Uzcategui’s report, the invalid NDAs, the illegal termination letter, and the WCB’s medical findings substantiate my claims of retaliation, discrimination, and deprivation of employment and medical benefits. DE [73].

I request a conference to restore Due Process by May 15, 2025.

Respectfully submitted,

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

CC: All parties via ECF

Word Count: 1733 (Certified Compliant with VI.A – excluding captions, signature)

Compliance: I request a conference to set a briefing schedule per VI.C, welcoming junior counsel participation (IV.D).

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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.

Defendants.

Affirmation of Service

20cv3361 (SJB) (AYS)

I, Lidia M. Orrego, declare under penalty of perjury that I served a copy of the attached letter dated May 9, 2025 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 upon the defendant(s) or attorney whose physical address:

Law Firm Gordon Rees Scully Mansukhani, LLP
One Battery Park Plaza, 28th Floor
New York, NY 10004

Via ECF & Notice has been electronically mailed to: kminnahdonkoh@grsm.com;
kminnahdonkoh@gordonrees.com; dlrivera@grsm.com; pcella@grsm.com

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

Dated: May 9, 2025

Rego Park, New York

/s/ Lidia M. Orrego

Plaintiff - Pro Se

Address: 95-08 Queens Blvd. 3E

Rego Park, NY 11374

Phone (347) 453-2234

Email: liorrego@gmail.com

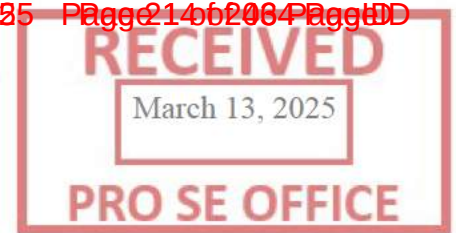
EXHIBIT 9

March 13, 2025 at 10:00am via Pro Se
Portal

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

U.S. District Court

Eastern District of New York



Lidia M. Orrego

Plaintiff,

D. JUDGE SANKET J. BULSARA

-against-

Docket 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).

NOTICE OF MOTION

a) Stay b) Disqualification, Ethical Violation, Conflict of Interest, Fraud, Perjury, Organized Crime
c) Preliminary Injunction d) Protective or Restraining Order

PLEASE TAKE NOTICE that upon the annexed affirmation of Lidia M. Orrego well-supported with Plaintiff's Affirmation, Memorandum of Law dated March 13, 2025 and 10 Exhibits 164-Pages, Certificate of Service based in current representation and fraudulent misrepresentation, and upon the complaint herein, the Plaintiff will move this Court according to Individual Rules, under Constitutional Right to Due Process of Law and Freedom of Speech, District Judge Sanket J. Bulsara U.S.J., in room 930, United States Courthouse, 100 Federal Plaza, Central Islip, NY, 11722, **on the day _____, at _____** or as soon thereafter as counsel can be heard, for orders to protect her Right to Due Process a) Stay order dated March 3, 2025 to proceed with the Discovery; b) Disqualification of Opposite Counsel for Gross Ethical Violation, Conflict of Interest, Fraud, Perjury, Organized Crime; c) Preliminary Injunction; d) Protective or Restraining Order against Gordon Rees Scully Mansukhani LLP ("GRSM") due their egregious behavior referring to the Plaintiff as a "Mentally Disturbing woman" despite the evidence of fraud and perjury in this case, to prevent harm, harassment, or legal violations. Exhibits: Citations to the Pages"; "p.#e"; "pp. ##e"

1. Dated August 1, 2022, Email GRSM Case Orrego v. Knipfing et al. - DEFS 8-1-2022 Responses to Initial Discovery Protocols, pp. 1e - 8e.

2. DE [118] Dated May 08, 2023, Letter to D. Judge Brown - Notice of Subpoenas, pp. 9e – 23e.
3. DE [125] Dated June 3, 2023, Defendants Opposition - Tampering Witness Rebeca Uzcategui aka Rebeca Lugo, pp. 24e – 26e.
4. NYSCEF doc. [11] Docket 622490-2024 Orrego v Governor Hochul et al. Order to Show Cause (“OSC”) Dated December 20, 2024, pp. 27e – 29e.
5. NYSCEF doc. [13] Docket 622490-2024 Orrego v Governor Hochul et al. Affirmation Dated December 31, 2024, pp. 30e – 35e.
6. NYSCEF doc. [24] Docket 622490-2024 Orrego v Governor Hochul et al. Affirmation Dated February 5, 2025, pp. 36e -47e.
7. NYSCEF doc. [151] Docket 535740 Matter of Orrego v Knipfing et al. Motion Disqualification Eastern District of New York (“EDNY”) Dated November 13, 2024, pp. 48e -122e.
8. NYSCEF doc. [141] Docket 535740 Matter of Orrego v Knipfing - Notice Motion to Vacate Dated November 12, 2024, pp. 123e – 130e.
9. NYSCEF doc. [142] Docket 535740 Matter of Orrego v Knipfing – Affirmation Dated November 12, 2024, pp. 131e – 154e.
10. NYSCEF doc. [203] Docket 535740 Matter of Orrego v Knipfing - Reply Affirmation Dated December 3, 2024, pp. 155e – 164e.

Respectfully submitted,

Dated: March 13, 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.

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

Lidia M. Orrego makes the following affirmation under the penalties of perjury:

I, Lidia M. Orrego, the Plaintiff in the above-entitled action, respectfully move this Court to
issue an order for simultaneous motions:

- a) A Stay Order dated March 3, 2025, to allow the continuation of Discovery DE [189];
- b) Disqualification of opposing counsel, Gordon Rees Scully Mansukhani LLP ("GRSM"),
for ethical violations, current conflict of interest, fraud, perjury, and involvement in organized
crime;
- c) A Preliminary Injunction pursuant to Federal Rules of Civil Procedure ("FRCP") Rule 65;
- d) A Protective or Restraining Order against GRSM under FRCP Rule 65 due to their
egregious behavior in referring to the Plaintiff as a "mentally disturbing woman," despite the
evidence of fraud and perjury in this case. This order is necessary to prevent further harm,
harassment, or legal violations.

I. FACTS OF THE CASE

1. Plaintiff, the former nanny, and housekeeper for Kevin Knipfing a/k/a Kevin James (“KJames”), Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz (“James-Knipfing”), collectively (“The Knipfings”) worked in their private house at 2 Spring Hill Ln, Old Westbury, NY 11568 from January 31, 2018, to November 27, 2018.

2. From January 31, 2018, to November 27, 2018, Plaintiff was subjected to pervasive and severe physical and emotional assaults, verbal abuse, harassment, retaliation, victimization, violence, etc., according to plenty of documentary evidence such as text messages, emails, recordings, transcriptions, medical records, witnesses, among others during her employment with Defendants as evidence based on her race. These incidents occurred during her employment with the Defendants, perpetrated by Teresa A. Zantua (“Zantua”), unaddressed by Defendants the Knipfings and their Corporations, Old Westbury EDDIE LLC and the unregistered “ghost” entity “Old Westbury LLC” under the Knipfings’ control. Despite the overwhelming evidence of discriminatory behavior based on the Plaintiff’s race, the Knipfings and their Corporations failed to take any corrective action against Zantua for fostering a dangerous and hostile work environment.

3. This inaction directly impacted the Plaintiff’s physical and emotional well-being, resulting in irreversible harm. The abuse and hostile work environment created by Zantua, coupled with the Defendants’ failure to intervene, caused significant distress, anxiety, and long-term psychological damage to the Plaintiff. Despite the severity of the situation, the Defendants neglected to take appropriate action to address the toxic environment or provide the necessary support to the Plaintiff. Furthermore, in direct retaliation for filing her complaint via email on November 2, 2018, the Plaintiff was terminated just 21 days later, on November 27, 2018.

4. This wrongful termination occurred without any meeting, which had been promised by KJames on November 6, 2018, in front of two witnesses, as recordings and transcriptions show. The Plaintiff was not provided with any explanation or justification during the ongoing investigation into her complaint. Additionally, at no point was the Plaintiff referred for medical treatment through the Workers' Compensation Board ("WCB"), as required for domestic workers, leaving her without necessary medical care for the physical and emotional injuries she sustained while employed by the Defendants that developed in Occupational Disease. (See DE [8]).

5. On July 23, 2020, Plaintiff filed the Complaint. On August 17, 2020, Plaintiff filed the Amended Complaint ("AC") against Kevin Knipfing a/k/a Kevin James, Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz, Old Westbury EDDIE LLC, Old Westbury, LLC, Steve Savitsky, Teresa A. Zantua, collectively "Defendants". (See DE [1] and DE [8])

6. H. District Judge Gary R. Brown's Order Denied the Defendants' Motion to Dismiss: In the order issued on September 30, 2021, District Judge Gary R. Brown denied the Defendants' Motion to Dismiss, recognizing the Plaintiff's claims for federal jurisdiction based on retaliation and hostile work environment under 42 U.S.C. § 1981 ("§ 1981") and the New York State Human Rights Law ("NYSHRL"). The claims were filed against the Plaintiff's employers, KJames, James-Knipfing, their corporations "Old Westbury EDDIE LLC," the ghost corporation "Old Westbury LLC," and Zantua. However, the claims against Steve Savitsky were dismissed. (See DE [30]).

7. The filings in this case, submitted by the Plaintiff, who is proceeding **pro se** (without legal representation), are made in order to prevent the miscarriage of justice that the Plaintiff has been subjected in the State Court to through "lawfare" well supported by documentary evidence. The Plaintiff asserts that her rights have been violated, and she is using these filings to protect herself

from further harm and ensure that her case is heard fairly in a legal system that she has been exploited against her. This legal action aligns with concerns expressed in the case EDNY **Orrego v. Wilson et al., Docket 25-cv-00769-SJB-AYS**, filed on January 31, 2025, not only identic tactics of lawfare—abuse of the legal system for ulterior motives—are cited as a significant concern but also the same “actors and witnesses in this case.” The Plaintiff is taking these actions to safeguard her right to justice and to address what she perceives as a systemic effort to silence and oppress her claims. District Judge Gary R. Brown denied the Defendants' Motion to Dismiss, recognizing the Plaintiff's claims for federal jurisdiction based on retaliation and hostile work environment under 42 U.S.C. § 1981 ("§ 1981") and the New York State Human Rights Law ("NYSHRL"). (See DE [30])

II. Current Clients as Witnesses – Conflict of Interest in Defendants' Counsel, GRSM

8. GRSM, in violation of FRCP 11, were filing from October 22, 2020, Affirmations in their Memorandum of Law in Support of Defendants' Motion to Dismiss containing a false statement from KJames and Plaintiff's former co-worker, Cristina Coimbra aka Cristina Selga (“Selga”) (See DE [22-3]).

On November 6, 2018, Plaintiff's first day back at work after her November 2, 2018 email, the Knipfings and their main housekeeper, Christina Selga, met with Plaintiff to discuss her allegations. AC at ¶ 45.⁸ When asked about her accusation in her November 2, 2018 email, that Uzategui had shaken one of the Knipfings' daughters very hard and pushed her into her bedroom, Plaintiff retracted the allegation, which led Knipfings to believe that Plaintiff made allegations that she knew were false. Ex. 1 at pp. 45-46; Ex. 3 (p. 48). Accordingly, following the November 6, 2018 meeting, the Knipfings retained an investigator to investigate Plaintiff's allegations and advised Plaintiff that she was being suspended with pay pending the investigation. AC at ¶ 45.

9. The Defendants' Affirmation filed under FRCP Rule 11 is not only improper but also a blatant falsehood, which was debunked by the Plaintiff in her Opposition. In her Opposition, Plaintiff revealed a recording dated November 6, 2018, in which she never retracted her complaint, including the allegations of child abuse. (See DE [22-5]).

17) November 6, 2018 – 4PM: Plaintiff had her first day back at work after her November 2, 2018 email, recorded for fear of being the victim of Ms. Zantua, who had already threatened to physically attack her if she complained about her. AC ¶ 17. Plaintiff's recording (33min 24sec) shows Mr. Knipfing, their main housekeeper, Ms. Cristina Selga (aka Coimbra), and Mr. Mike (Mr. Knipfing's friend), met with Plaintiff to discuss her allegations. *Id.* ¶ 45. The recording shows Plaintiff **never retracted her complaint**, emailed November 2, 2018, in any of the allegations, and Mr. Knipfing never asked her about the specific fact indicated in her Diary entry on August 14, 2018 at 9:40 am when Ms. Uzcategui had shaken one of the Knipfings' daughters very hard and pushed her into her bedroom. AC, Ex. 1, pp. 45- 46; Ex. 3, p. 48. If Plaintiff had rectified that allegation on November 6, 2020, the

9. On November 20, 2020, Plaintiff filed her objection along with the entire transcript of the November 6, 2018, meeting with KJames, Selga, and the third witness, "Mike." In this meeting, the Plaintiff never retracted her complaint. (See DE [22-5] and DE [27]).

Kevin Knipfing (17:25) : Okay. Okay. That's great. All right. Well then what we'll do is I'll look into all that because I don't, whatever it may be, I'm going to look into it. Now we're going to investigate the whole thing and you'll, you'll be up until we do this whole investigation. We'll have people come in and investigate it. And if we can get all the evidence that you have of everything TAZ said to you or whatever, or that Ms. Rebecca said to you, or is done, or the recordings that you have with the document that you talked about, or the witnesses they'll contact you. And they'll talk about doing this because it's really serious allegations and stuff, and we just want to make it better.

Kevin Knipfing (18:02) : So we want to make sure that it's right. And that's it. Okay?

Lidia Orrego (18:05) : Okay.

10. On December 11, 2020, Facing this evidence, GRSM, in the Reply to Plaintiff's Opposition in Bad Faith, intentionally altered the motive of the investigation to cover up their falsehoods in their Memorandum of Law in Support of Defendants' Motion to Dismiss. (See DE [22-5] and DE [27]).

had no reason to know about any alleged prior discrimination or harassment. Moreover, just four days after the Knipfings' learned about Plaintiff's complaint, they met with her to discuss her email. See AC ¶ 45. Afterwards, they took prompt remedial action and retained an investigator to conduct a thorough investigation. *Id.* Thus, Plaintiff's hostile work environment claims as against the Knipfings also fail because the Amended Complaint acknowledges that the Knipfings' provided Plaintiff with a reasonable avenue to complain – because she did complain in her

11. Clearly, GRSM engaged in witness tampering and filed false statements, supported by documentary evidence and the recording. (See DE [27]).

12. After uncovering evidence of defamation and falsehoods against the Plaintiff, specifically that she was terminated due to the alleged falsity of her complaint, the Plaintiff filed a complaint in the Supreme Court of Queens County against KJames, Selga, and, Plaintiff's former co-worker and witness Rebeca Uzcategui aka Rebeca Lugo ("Uzcategui") (Index No. 706324/2021, *Orrego v. Knipfing et al.*), requesting the retraction of their false statements. See **Exhibit 3** of AC DE [8], DE [22-5], DE [27].

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

1. Breach of your Non-Disclosure Agreement, such as;
 - a. Recording a conversation with Rebeca Uzcategui in the presence of a member of the public, and
 - b. Taking recordings and photographs of the Knipfing's home.
2. Your statement that you were unwilling to continue working with Rebeca Uzcategui.
3. Our conclusion that you made statements in your complaint that you know to be false.

13. GRSM has served as counsel for KJames, Selga, and Uzcategui in Index No. 706324/2021, Orrego v. Knipfing et al., from March 18, 2021, to the present. Considering the substantial cost of GRSM's legal fees, it would be KJames, not Selga or Uzcategui, who is responsible for paying the bills.

14. Additionally, GRSM continued with violation of the FRCP when with the Defendants intentionally and BAD Faith Concealed until August 1, 2022, the "Report" Investigation where the Plaintiff co-worker Rebeca Uzcategui aka Rebeca Lugo ("Uzcategui") confirmed all the complaint filed on November 2, 2018. See annexed **Exhibit 1** - Email from GRSM Case Orrego v. Knipfing et al. - DEFS 8-1-2022 Responses to Initial Discovery Protocols, pp 1e - 8e.

15. Uzcategui confirmed the Plaintiff complaint file on November 2, 2018, with the Knifings before the wrongful termination as retaliation on November 21, 2018. (See DE [8] and DE [73]).

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

16. Uzcategui also lied during the investigation for the Office of Children and Family Services (“OCFS”) - Child Protection Services, where she denied the abuses to the investigators on July 3, 2020, DE [18]. See annexed **Exhibit 2** - DE [118] Dated May 08, 2023, Letter to D. Judge Gary R. Brown - Notice of Subpoenas, pp 9e – 23e and 3. **Exhibit 3** - DE [125] Dated June 3, 2023, Defendants Opposition - Tampering Witness Rebeca Uzcategui aka Rebeca Lugo, pp 24e – 26e.

investigation		CONFIDENTIAL INFORMATION AUTHORIZED PERSONNEL ONLY
Progress Notes		PLA000295
CASE NAME: Knipping, Stephani	CASE ID: 27536970	
STAGE NAME: Knipping, Stephani	STAGE ID: 33114078	SENSITIVE CASE
Location:		
Type(s):	Casework Contact	
Purpose(s):		
Other Participant(s):		
Family Participant(s):	Uzcategui, Rebecca	
Focus:	Uzcategui, Rebecca	
Progress Notes Narrative:		
Rebecca Uzcategui xxx-xxx-2143 Rebecca Cw spoke with Nanny [REDACTED] denied the allegations of the report. She stated that she does not discipline the children. Children do not get punished. [REDACTED] denies that anyone in the home verbally or physically abuses the children. [REDACTED] stated that she did not have any concerns regarding the children and the children are safe. Rebecca		
*****End of Note*****		
Event Date:	7/3/2020	Event Time:
Entry Date:	7/3/2020	Dist.Agy:
Author:	Rose, Patricia	Duration:
Method:		Note Status:
Location:		Entered By:
Type(s):	Supervisor/Managerial Review	
Purpose(s):	Review Case	
Other Participant(s):		
Family Participant(s):		
Focus:		
Progress Notes Narrative:		
Case reviewed by and sup agrees with determination.		
*****End of Note*****		

17. Plaintiff filed the Petition Supreme Court Nassau (“SCN”) Index No. 622490/2024 Lidia M. Orrego v. Governor Kathy Hochul, Commissioner, Damia Harris-Madden, Deputy, Commissioner Gail Geohagen-Pratt, NYS Office Of Children And Family Services, Special Proceedings - CPLR Article 78 Short Caption: "Lidia M Orrego v. Governor Kathy Hochul et al." related to the abuses in this case. See annexed **Exhibit 4** - NYSCEF doc. [11] Docket 622490-

2024 Orrego v Governor Hochul et al. Order to Show Cause (“OSC”) Dated December 20, 2024, pp 27e – 29e.; **Exhibit 5** - NYSCEF doc. [13] Docket 622490-2024 Orrego v Governor Hochul et al. Affirmation Dated December 31, 2024, pp 30e – 35e; **Exhibit 6** - NYSCEF doc. [24] Docket 622490-2024 Orrego v Governor Hochul et al. Affirmation Dated February 5, 2025, pp 36e -47e.

18. The case is still pending, and any reasonable person who reviews the documents and evidence can see that the investigation of Case ID 27536970 must be reopened. This is because GRSM, knowingly disregarding the truth, has publicly referred to the Plaintiff as a "Mentally disturbing woman." The most recent personal attack was during the oral argument for the Appeal 2021-09209 before the Appellate Division, Second Department, regarding the unconscionable dismissal of the case—based on twisting facts and laws to justify a false narrative—was held on January 30, 2025, at 10:00 AM. See annexed **Exhibit 6** - NYSCEF doc. [24] pp 36e -47e.

MOST RECENT INSTANCE OF OUTRAGEOUS SLANDER AND DEFAMATION

8) On **January 30, 2025, at approximately 10:00 AM, Kuuku Minnah-Donkoh**, an attorney with **GRSM**, made an **outrageous and slanderous statement** against the Petitioner, a mandated reporter. Expressly, **Minnah-Donkoh** referred to the Petitioner as a "**mentally disturbing woman**" despite the absence of any medical evidence to substantiate such a claim. This defamatory statement was made with full knowledge that **child abuse** had indeed occurred and that the Petitioner had been a **mandated reporter** who acted in good faith.

9) 706324/2021 -Short Caption: Lidia M Orrego v. Kevin Knipfing et al. This Court can review the argument in the first 20 minutes of the video on the [Oral Argument Archive Appellate Division Second Department.](#)



19. GRSM filed the Disclosure Discovery on August 1, 2022, after failing to disclose in February 2022 (Default), and their witnesses and also clients, including Selga and Uzcategui. See annexed **Exhibit 1**, Email from GRSM Case Orrego v. Knipfing et al. - DEFS 8-1-2022 Responses to Initial Discovery Protocols, pp 1e - 8e.

- Cristina Selga (aka Cristina Coimbra): Ms. Selga was employed as the Knipfings' primary housekeeper during the period of time Plaintiff was employed by the Knipfings. Ms. Selga may have discoverable information concerning certain allegations in Plaintiff's Amended Complaint, including, but not limited to, Plaintiff's employment with the Knipfings, and Plaintiff's interactions with Ms. Zantua. The last known contact information for Ms. Selga is: 21 Hickory Rd, Apt. B, Port Washington, NY 11050; (561) 809-3367.
- Rebecca Uzcategui (aka Rebecca Lugo): Ms. Uzcategui was employed as the Knipfings' primary nanny during the period of time Plaintiff was employed by the Knipfings. Ms. Uzcategui may have discoverable information concerning certain allegations in Plaintiff's Amended Complaint, including, but not limited to, Plaintiff's employment with the Knipfings, and Plaintiff's interactions with Ms. Zantua. The last known contact information for Ms. Uzcategui is: 533 Deer Park Road, Dix Hills, NY 11746; (305) 970-2143.

20. If GRSM does not respond to this motion with a retraction regarding the personal attack made during the public oral argument, despite the evidence, the Plaintiff will seek judicial remedies. No one has the right to destroy the reputation of an honest person who has always acted in GOOD FAITH. The hatred and racism from KJames and James-Knipfing are evident, as they have dedicated their resources to destroying the Plaintiff's reputation.

21. It is impossible to ignore the gross conflict of interest between protecting Selga and Uzcategui while simultaneously coaching them or preventing their deposition, as GRSM did on June 3, 2023. On that date, GRSM denied any "knowledge" or contact regarding Uzcategui's whereabouts despite the fact that the information in their letter dated August 1, 2022, remains consistent to this day. This is especially significant considering that Uzcategui resides in Texas. As GRSM's client-witness, Uzcategui can perform a "remote deposition," which is permitted under

Local Rule 30.4 and allows for remote depositions, which can be conducted via video conferencing platforms. This is particularly useful when a witness resides in a different state or country, ensuring that their testimony can still be taken without requiring physical presence. See annexed **Exhibit 3** DE [125] Dated June 3, 2023, Defendants' Opposition Rebeca Uzcategui aka Lugo's deposition, pp 24e – 26e.

22. GRSM is tampering with witnesses and obstructing justice, clearly violating Federal Law by preventing or discouraging the deposition of key witnesses; GRSM's actions go beyond mere witness tampering and constitute obstruction of justice. These actions undermine the integrity of the legal process and obstruct the Plaintiff's right to a fair proceeding.

23. GRSM cannot continue to protect the Defendants without violating their professional obligations to Selga and Uzcategui. As legal counsel, GRSM is bound by ethical duties, including its obligation to act in the best interests of its clients and maintain integrity in its representation. However, by attempting to shield the Defendants from the deposition process and engaging in witness tampering, GRSM's actions are in direct conflict with these ethical responsibilities. Protecting the Defendants at the expense of truth and justice undermines the counsel's duty to Selga and Uzcategui, as it compromises their right to a fair legal process and exposes them to potential legal liability for aiding and abetting in such misconduct.

24. Selga and Uzcategui may have previously lied or been coached in their testimony, potentially under the influence of GRSM, but without formal representation, they were not bound by the ethical and professional obligations of an attorney-client relationship. At that time, they had no clear legal obligations to abide by these standards. However, the situation has now changed, as GRSM officially represents them, and they are now bound by the duties and responsibilities inherent in this relationship.

25. Now that GRSM represents Selga and Uzcategui, they are bound by the ethical responsibilities of the attorney-client relationship, including the obligation to provide honest and truthful representation. However, there is a gross conflict of interest, as it is likely that Defendant KJmaes is paying the legal fees. This is evident from GRSM's Opposition to the Notice of Deposition, where they stated that they had "no knowledge of Uzcategui's whereabouts or how to contact her" despite actively representing her. The Defendants, who are likely covering GRSM's bills, are essentially the true clients in this case. This creates an inherent conflict of interest, as GRSM's duty to their paying clients may undermine their impartiality and fairness in representing Selga and Uzcategui. See annexed **Exhibit 3 - DE [125]** Dated June 3, 2023, Defendants' Opposition Rebeca Uzcategui aka Lugo's deposition, pp 24e – 26e.

III. Current Clients of GRSM and Plaintiff's Counsel – Tainted Work Product and Conflict of Interest

26. Plaintiff retained the Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, Pasternack Tilker Weitz & Luxenberg LLP ("Law Firm") on September 5, 2019, to represent her in the Workers' Compensation Board ("WCB") case G-2584330. However, the Plaintiff's counsel acted deliberately in bad faith and intentionally lost the case by failing to submit all of the Plaintiff's medical records and evidence to the docket. This fraudulent conduct is directly related to the pending case in this venue, Docket No. 23cv6507 (JMA) (AYS), *Lidia M. Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP et.*, filed on August 31, 2023, and Docket 25-cv-00769-SJB-AYS, filed on January 31, 2025, *Orrego v. Wilson et al.*

27. Both cases are related to the fact that the Plaintiff's counsel, the Law Firm, never filed the recording or transcripts of the recording in any pleadings, despite the fact that these could have been used to discredit the false Independent Medical Examiner ("IME") report fabricated by First

Choice Evaluation LLC and Dr. Jason Hochfelder. This omission is part of a broader pattern of fraud at the Workers' Compensation Board (WCB), where fraudulent reports and misconduct are frequently overlooked or ignored, allowing such unethical practices to persist.

28. The actions of the Law Firm in failing to file the recording and transcripts of the recording constitute aiding and abetting fraud, perjury, and obstruction of justice in violation of due process. This betrayal of the Plaintiff undermines the integrity of the legal process and further exacerbates the injustice she has already suffered.

29. In her speech in November 2023, against now the 47th U.S. President Donald Trump, New York State Attorney General Letitia James repeatedly emphasized that the only matters that truly matter in a case are the **facts** and **evidence**.

30. New York State Attorney General Letitia James has engaged in double standards and selective prosecution by ignoring the Plaintiff's complaint against her Workers' Compensation counsel, the Law Firm, for fraud and organized crime, a complaint that has been pending since July 2021. Despite the evidence presented, her office has failed to take any meaningful action, further exacerbating the Plaintiff's hardship. This blatant disregard for the facts demonstrates a failure to uphold justice and highlights the disparity in how cases are handled depending on the power and resources involved.

31. Plaintiff annexed the following evidence in her pursuit of justice. This case is not merely about exposing false statements; the Plaintiff is fighting against money and power, not just a legal case. It is a battle of the poor against the wealthy.

32. **Exhibit 7** - NYSCEF doc. [151] Docket 535740 Matter of Orrego v Knipfing et al. Motion Disqualification Eastern District of New York ("EDNY") Dated November 13, 2024, pp 48e -122e

33. **Exhibit 8** - NYSCEF doc. [141] Docket 535740 Matter of Orrego v Knipfing - Notice Motion to Vacate Dated November 12, 2024, pp 123e – 130e. Exhibit 9 - NYSCEF doc. [142] Docket 535740 Matter of Orrego v Knipfing – Affirmation Dated November 12, 2024, pp 131e – 154e.

34. **Exhibit 9** - NYSCEF doc. [142] Docket 535740 Matter of Orrego v Knipfing – Affirmation Dated November 12, 2024, pp 131e – 154e.

35. **Exhibit 10** - NYSCEF doc. [203] Docket 535740 Matter of Orrego v Knipfing - Reply Affirmation Dated December 3, 2024, pp 155e – 164e.

a) Defendants’ counsel GRSM’s relationship with Plaintiff’s counsel since 2012

36. **Facts:** On October 28, 2023, Plaintiff discovered that her lawyer, the Law Firm, has been a current client of the Defendants’ counsel since 2012, Gordon Rees Scully Mansukhani LLP ([“GRSM”](#)). Plaintiff filed the letter to D. Judge Joan M. Azrack on October 28, 2023, that was returned later with the Notice on Motion, Affirmation, Memoranda of Law, and 13 Exhibits for an order on November 13, 2023, for an Order:

- a) Disqualify Opposite Counsel GRSM for Ethical Violation, Conflict Of Interest, Fraud, Perjury, Organized Crime;
- b) Preliminary Injunction Under FRCP Rule 65;
- c) Protective or Restraining Order against GRSM under FRCP Rule 65;
- d) Strike All Fraudulent Pleadings And Motions Filed By Defendants Related to the Use of “Work-Product” from WCB Case No. G 2584330 Under FRCP Rule 11.

37. The Motion to Disqualify GRSM, Preliminary Injunction Protective Order, or Restraining Order was returned along with several documents related to the Discovery, but without being docketed due to the decision to stay the case pending the resolution of the interlocutory appeal.

38. **Evidence:** On November 13, 2023, Plaintiff filed the Motion for Disqualification of opposing counsel, GRSM, after discovering that GRSM had been representing Plaintiff's law firm in Supreme State cases involving legal malpractice and employment matters since 2012.

- **Exhibit 1:** RICO (Racketeer Influenced and Corrupt Organizations). See annexed p. 62e.
- **Exhibit 2:** Supreme Court New York County - Notice of Appearance filed June 19, 2018, with GRSM as counsel of the Law Firm, Index No. 150188/2018. See annexed p. 63e.
- **Exhibit 3:** Supreme Court New York County - Notice Entry, Index No. 150188/2018, filed April 21, 2021, with GRSM as counsel of the Law Firm. See annexed pp. 65e – 66e.
- **Exhibit 4:** Supreme Court New York County - Notice Entry, Index No. 150188/2018, filed March 28, 2023, with GRSM as counsel of the Law Firm. See annexed pp. 67e – 68e.
- **Exhibit 5:** Plaintiff's Letter Report to District Judge Azrack dated October 28, 2023, detailing her discovery of the client-lawyer relationship between the Defendants' counsel GRSM and her law firm. See annexed pp. 69e – 80e.
- **Exhibit 6:** January 28, 2021: Transcription of communication between Plaintiff and her Worker Compensation Counsel, Joseph Mercurio of the Law Firm, where Mr. Mercurio falsely confirmed that all evidence had been filed in her case. See annexed pp. 81e – 83e.
- **Exhibit 7:** June 17, 2021: Law Firm's letter confirming the loss of the First Appeal WCB G-2584330 while continuing to represent Plaintiff at the WCB level, offering further assistance. See annexed p. 84e.
- **Exhibit 8:** June 24, 2021: Law Firm's letter explaining they never filed all the evidence in the Plaintiff's case and asserting the goal was to undermine the WCB case G-2584330 due to the client-lawyer relationship with GRSM, the Defendants' counsel. The Law Firm was working on behalf of the Defendants. See annexed pp. 85e – 90e.

- **Exhibit 9:** July 6, 2021: The Law Firm filed Form OC400.17, “Attorney/Licensed Representative Request To Withdraw From Representation,” containing false information, signed by Matthew Funk of the Law Firm. See annexed pp. 91e – 92e.
- **Exhibit 10:** April 1, 2022: Edgar Romano of the Law Firm misrepresented their relationship with GRSM and falsely stated that they had undertaken the Plaintiff’s representation, “believing” in her case when, in fact, they never filed all the evidence. See annexed pp. 93e – 94e.
- **Exhibit 11:** December 14, 2022: Transcription of a call between Plaintiff and her WC Counsel, Matthew Funk of the Law Firm, during which Mr. Funk rejected assisting the Plaintiff with her Appeal, indicating a conflict of interest due to their allegiance to their lawyer, GRSM, and their real client, actor Kevin James (a/k/a Kevin Knipfing). See annexed pp. 95e – 99e.
- **Exhibit 12:** November 6, 2023: Plaintiff’s request to Diana Maxfield Kearse, Chief Counsel of the Committee on Grievance, Second Department, to reopen File No. K-908-21 and consider the disbarment of Pasternack Tilker Ziegler Walsh Stanton & Romano LLP and Pasternack Tilker Weitz & Luxenberg LLP (“Law Firm”). See annexed pp. 100e – 103e.
- **Exhibit 13:** November 2023: Plaintiff filed simultaneous complaints detailing fraud in WCB case G-2584330 and Docket 535740 at the Appellate Division, Third Department (“Third Department”). See annexed pp. 104e – 122e.

37. **Fact:** The Law Firm lost the Plaintiff’s case on March 5, 2021, and June 17, 2021, and abandoned the case without filing the RB89.2 - Application for Reconsideration / Full Board

Review in July 2021, all without a Court order, which resulted in the Plaintiff's WCB case, G-2584330, being jeopardized. The Law Firm deceived the Plaintiff, continuing to lie about the case and working with the Defendants and their Counsel, GRSM, to create "leverage" that ultimately harmed both the WCB case and the Plaintiff's current case.

38. **Fact:** The Law Firm failed to fully disclose their shared representation with the Defendants' counsel, GRSM. The Law Firm was fully aware of the Plaintiff's identity and, while pretending to provide legal services to protect her interests, their true common goal with GRSM was to sabotage her case and damage her reputation.

III) Disqualify Opposing Counsel GRSM for Ethical Violations, Conflict of Interest, Fraud, Perjury, and Organized Crime

39. The relationship between GRSM and the Law Firm is a blatant violation of the Model Rules of Professional Conduct, specifically Rule 1.7: Conflict of Interest. The Plaintiff would never have retained the Law Firm had they disclosed their relationship with GRSM, as Rule 1.7 clearly states that "the representation by the Law Firm in the Plaintiff's WCB case G-2584330 was prohibited by law."

40. This egregious action constitutes not only an ethical violation but also a moral breach of the trust that the Plaintiff placed in the Law Firm to handle her case, a trust that should have been established at the very outset of the proceedings.

41. Had the Plaintiff not retained the Law Firm, she would not have suffered the irreversible damages that resulted in the Appeal currently under Docket 535740 Matter of Lidia M. Orrego at the Appellate Division, Third Department.

42. The Law Firm shielded the Defendants and their lawyer, GRSM, by aiding and abetting the obstruction of justice in the WCB case G-2584330, including but not limited to perjury,

obstruction of justice, conspiracy, and fraud, between September 2019 and August 2021. The Law Firm's "work product" served the interests of their lawyer, GRSM, breaching their duty of confidentiality and loyalty to the Plaintiff and violating the sacred client-lawyer relationship. The Law Firm's actions reflect self-interest in providing services to GRSM and their client, actor Kevin James, rather than acting in the Plaintiff's best interests.

43. In this case, the Law Firm's self-interest was in direct conflict with the Plaintiff's interests. The evidence shows that they not only failed to file crucial evidence but also allowed false information to be recorded, including misrepresentations of the Plaintiff's employment. The Plaintiff was misclassified as a worker for Kevin James and James Knipfing, with inaccurate details about her employment history, including her position, the company she worked for, her work address, and her salary. Additionally, her personal address was incorrectly filed as Steve Savitsky's address in California, despite the Plaintiff residing in New York. These actions, among others, led to significant harm to the Plaintiff's case and reputation, ultimately resulting in malpractice claims. The Plaintiff can prove that the Law Firm's work product and loyalty at WCB case G-2584330 were compromised by the firm's conflicting interests.

44. The Plaintiff intends to call her former lawyers, Sam Cohen ("Cohen") and Joseph Mercurio ("Mercurio"), along with their paralegal, Mariana Vizuite ("Vizuite") from the Law Firm, as witnesses to be deposed during the trial among others who engaged in a consistent pattern of deceit throughout their representation. Cohen, Mercurio, and Vizuite repeatedly misled Plaintiff regarding key aspects of her case, including the handling of evidence, procedural steps, and applicable legal standards. The Plaintiff's decision to depose them stems from their misrepresentations, which were intentional, potentially constituting a breach of their professional

duties. Plaintiff seeks to uncover the truth through their testimony to substantiate her claims of malpractice or fraud.

45. By compelling their depositions, Plaintiff aims to expose their misconduct and present compelling evidence to the court, which she claims directly contributed to the adverse outcomes she faced during the legal proceedings. The depositions are directly connected with the Plaintiff Appeal filings **Exhibit 8** - NYSCEF doc. [141] Docket 535740 Matter of Orrego v Knipfing - Notice Motion to Vacate Dated November 12, 2024, pp 123e – 130e. Exhibit 9 - NYSCEF doc. [142] Docket 535740 Matter of Orrego v Knipfing – Affirmation Dated November 12, 2024, pp 131e – 154e; **Exhibit 9** - NYSCEF doc. [142] Docket 535740 Matter of Orrego v Knipfing – Affirmation Dated November 12, 2024, pp 131e – 154e; **Exhibit 10** - NYSCEF doc. [203] Docket 535740 Matter of Orrego v Knipfing - Reply Affirmation Dated December 3, 2024, pp 155e – 164e.

46. Additionally, the Plaintiff highlights the complicating role of GRSM, a law firm that has represented her former lawyers' firm in legal malpractice cases. GRSM's involvement presents a conflict of interest that could compromise the integrity of the trial process. The Plaintiff contends that GRSM has a vested interest in protecting Cohen, Mercurio, and Vizuete, potentially leading them to obstruct or tamper with witness testimony to shield their clients, "the Law Firm," from liability. This concern is particularly significant given the plaintiff's assertion that GRSM has engaged in such tactics with other witnesses, specifically Selga and Uzcategui, since October 2022, preventing them from providing truthful or complete testimony that could support her case. The Plaintiff views this as a deliberate strategy to undermine her pursuit of justice, raising serious ethical concerns about the defense's conduct.

47. Therefore, the Plaintiff's decision to depose Cohen, Mercurio, and Vizuite becomes even more critical. It serves as a countermeasure to GRSM's interference. By bringing these individuals under oath, she aims to elicit testimony that contradicts any fabricated narratives and reveals the extent of the deception and tampering. This approach seeks not only to hold her former legal team accountable but also to expose any coordinated efforts by GRSM to manipulate the trial's outcome.

48. GRSM is, therefore, automatically disqualified, as they are simultaneously representing both the Law Firm and the Defendants, whose interests are averse to each other in this case. GRSM has been stalking and harassing Plaintiff for years in collaboration with their client, the Law Firm, violating the sanctity of the client-lawyer relationship and disclosing Plaintiff's confidential information for their own gain, aided by their "mafia connections."

49. GRSM cannot represent the Defendants in this case because their work product, provided by the Law Firm, is part of the Plaintiff's "Evidentiary Record" in the WCB case G-2584330.

50. The Law Firm's actions show SELF-INTERES in providing services to GRSM and their Defendants actor Kevin James "KJames" as Client, not to Plaintiff.

51. The gross conflict of interest in this case cannot be ignored. The Plaintiff's former lawyers, Sam Cohen and Joseph Mercurio, along with their paralegal, Mariana Vizuite, engaged in conduct that violated their professional duties and obligations to her. The involvement of GRSM, a law firm that has represented the plaintiff's former legal team in malpractice cases, creates an undeniable and significant conflict of interest.

52. The Plaintiff should not be forced to face a defense built on lies that distort the reality of the case, as this deprives her of the opportunity to present her side fairly. This relationship between the Law Firm and GRSM undermines the fairness of the trial and raises serious concerns about the integrity of the legal proceedings. GRSM will continue the fraud in this case.

IV) Preliminary Injunction Under FRCP Rule 65

53. Plaintiff filed the first Preliminary Injunction due to GRSM's fraud in this action. However, the Court denied the motion, issuing a defective order that lacked specificity and overlooked the critical facts and evidence, ultimately protecting the organized crime activities of GRSM. DE [74]

54. Plaintiff now requests a second Order for a Preliminary Injunction against GRSM to prevent the continued use of the LAW FIRM's "work product and outcome" in the WCB case G-2584330 and Appeal Docket 535740 Matter of Lidia M. Orrego – Third Department, in a manner prejudicial to the Plaintiff. This injunction is necessary to prevent GRSM from further perpetuating fraud, perjury, and obstruction of justice before the Court.

55. The Law Firm's actions in the WCB case G-2584330 have caused irreparable harm to the Plaintiff. This harm directly led to the denial of her Appeal in Docket 535740 – Appellate Division, Third Department, where despite the compelling facts and evidence presented, the Court's decision ignored crucial violations of the Plaintiff's Federal and State Constitutional rights as well as her Civil Rights. The Law Firm's mishandling of the case, to ruin the case by failing to file essential evidence, allowing the submission of false information, and failing to challenge misclassifications that prejudiced the Plaintiff's case, resulted in the "ruining" of her WCB claim. The improper handling and the lack of due diligence significantly harmed her legal standing, ultimately ensuring that the appeal would fail.

56. The facts and evidence presented by the Plaintiff were not only ignored but were also intentionally misconstrued to fit a narrative that benefited the Defendants and their counsel. As a result, GRSM was able to exploit the circumstances and use the manipulated case against the Plaintiff in the current proceedings, thus undermining her legal claims.

57. The denial of the Plaintiff's appeal on November 2, 2023, by the Third Department was an insult to any reasonable observer. It was a clear example of how the integrity of the judicial system can be compromised when undue influence and corruption come into play. Despite the overwhelming facts and evidence supporting the Plaintiff's case, the Third Department, led by a panel that acted in a manner inconsistent with judicial ethics, knowingly and willingly circumvented the Plaintiff's motions, twisted the facts, and made their own motions that were inconsistent with the law. The actions taken by the Third Department were unlawful, incorrect, and inconsistent with the established standards of legal procedure. This deliberate misapplication of the law contributed to the denial of the Plaintiff's appeal.

58. Attorney General Letitia James played a pivotal role in ensuring that this process was manipulated to the advantage of the Defendants. The Plaintiff's claims are substantiated by evidence of ex-parte communications between the Attorney General's office and the Third Department, including a verbal recommendation from Letitia James to the Third Department, which strongly suggests that the case was "cooked" behind the scenes. These actions constitute serious breaches of ethical and legal standards and demonstrate an unholy alliance between the New York State Attorney General's office, the Third Department, and GRSM, which perpetuated fraud, perjury, and obstruction of justice.

59. Moreover, the corrupt influence and manipulation in this case are not isolated incidents but are part of a broader pattern of behavior by the New York State Attorney General and the agencies under the governance of Governor Kathy Hochul. The Plaintiff references the case *Orrego v. Wilson et al.*, Docket 25-cv-00769-SJB-AYS, filed on January 31, 2025, as an example of how corrupt influence has been wielded within New York's legal system. In that case, as in the

Plaintiff's own case, undue influence appears to have played a significant role in denying justice, leading to a further erosion of public trust in the state's legal institutions.

60. This sequence of events demonstrates how the Plaintiff's Federal and State Constitutional rights have been systematically violated through a combination of legal malpractice, corrupt practices, and undue political influence. The Plaintiff believes that the Third Department's decision, influenced by ex-parte communications, is evidence of a broader scheme to thwart her efforts to seek justice. The Plaintiff urges the Court to carefully consider the full extent of this manipulation and corruption as it reviews the motions in this case, as it is vital to protect the integrity of the legal process and prevent further injustice.

V) Protective Or Restraining Order Against GRSM Under FRCP Rule 65

60. Plaintiff has requested a Protective Order against GRSM to prevent them from using her confidential information, which was wrongfully shared by her former counsel, the "Law Firm," to benefit their common client, actor Kevin James, and all other Defendants.

61. GRSM has repeatedly and knowingly disregarded the truth by publicly referring to the Plaintiff as a "mentally disturbing woman." This defamatory characterization is part of a larger pattern of misconduct aimed at damaging the Plaintiff's reputation. The most recent attack occurred during the oral argument for the Appeal (2021-09209) before the Appellate Division, Second Department, on January 30, 2025. During this hearing, GRSM further twisted the facts and laws to justify their false narrative, leading to an unconscionable dismissal of the case. The Plaintiff seeks protection from GRSM's continued harassment and lies, as evidenced by **Exhibit 6** – NYSCEF doc. [24] pp 36e-47e.

62. Plaintiff respectfully requests a Protective Order due to the ongoing and harmful personal attacks by GRSM. These attacks, which have included defamatory statements and

attempts to discredit the Plaintiff's character, are causing significant emotional distress and undermining the integrity of the legal proceedings.

63. Plaintiff seeks this protective order to prevent GRSM from continuing to harass and abuse her in this legal process. It is evident that GRSM has extensive financial, social, and political influence, which they may use to secure orders that defy the facts and evidence presented in this case. This influence undermines the integrity of the judicial process.

CONCLUSION

64. For all the reasons outlined above, Plaintiff respectfully requests this Court to grant her motions, including the request for Preliminary Injunction and Protective Order, to protect her Constitutional Rights to Due Process and preserve the Court's integrity and transparency.

65. GRSM, in this case, has turned it into a farcical circus, aided by their mafia-like connections and an utter disregard for justice. The evidence provided in this motion is conclusive that the Defendants, the Law Firm, acted with the intent to ruin the Plaintiff's WCB case G-2584330 and to aid their attorneys, GRSM, in a racketeering scheme. The Law Firm's actions in the case were designed to destroy the Plaintiff's life, reputation, and case.

66. The Plaintiff's request to disqualify GRSM is based not on their competence but due to their fraudulent and criminal behavior. This is not a case of legal malpractice but of criminal activity that has negatively impacted the Plaintiff's case and life.

67. While Attorney General Letitia James' selective prosecution focuses only on the facts and evidence, former President Donald Trump is fortunate to have an attorney like Ms. Alina Habba, who has the platform to expose corruption within the legal system.

68. Plaintiff, however, has been misled for years due to her being Hispanic, a woman, and Pro Se. She ultimately fell into a trap when she signed the retainer with the Law Firm Pasternack

Tilker Ziegler Walsh Stanton & Romano LLP, Pasternack Tilker Weitz & Luxenberg LLP, and their counsel, GRSM. This criminal enterprise deliberately sabotaged her Worker's Compensation case to manipulate the outcome of this lawsuit by twisting the facts and misapplying the laws.

69. The Plaintiff cannot have a fair due process if GRSM's defense is based on lies and fraud. A fair trial relies on truth and the rule of law, but GRSM's deliberate manipulation of facts and evidence undermines this principle. Their fraudulent actions, such as sabotaging the Plaintiff's WCB case G-2584330 and misrepresenting key facts, prevent the Plaintiff from presenting her case truthfully.

70. With GRSM's defense built on deception, the Plaintiff faces an unjust trial where her rights are violated, and the truth is distorted. For the Plaintiff to have fair due process, the court must address these fraudulent tactics and ensure the trial is based on facts, not manipulation, to achieve true justice.

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: March 13, 2025
Rego Park, New York

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

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

X

Lidia M. Orrego

Plaintiff,

v

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

Defendant(s).

X

**MEMORANDA OF LAW
IN SUPPORT MOTION**

Case No. 20cv3361(SJB)(AYS)

District Judge Sanket J. Bulsara

I. INTRODUCTION

NOW COMES the above-named, Lidia M. Orrego, the plaintiff petitioner herein, and moves to a) Stay Order Dated March 3, 2025; b) Disqualify Opposite Counsel for Ethical Violation; Conflict of Interest, Fraud, Perjury, Organized Crime; c) Permanent Injunction; d) Protective or Restraining Order against Gordon Rees Scully Mansukhani LLP (“GRSM”); due Gross Ethical Violations, Due Process under Federal Rules Civil Procedure (“FRCP”) **Rules, 65 and 11, Local Rules 1.4, 7.1; Conflicts of Interest - NYRPC Rules 1.7, 1.9, 1.10, Local Rule 83.1, Witness Tampering and Obstruction - NYRPC Rules 3.3, 3.4, Local Rule 11.1, Protective Order under Fed. R. Civ. P. 26(c), Local Rule 7.1, Rule 1.7(a)(2) of the Rules of Professional Conduct**, among others, from the above-entitled matter.

Since January 2019, GRSM has represented Defendants Kevin Knipfing a/k/a Kevin James ("KJames"), Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz ("James-Knipfing"), collectively referred to as "The Knipfings," as well as Old Westbury EDDIE LLC, the “ghost” entity "Old Westbury LLC," and Teresa A. Zantua ("Zantua"), collectively referred to as the "Defendants." Throughout this period, GRSM has engaged in gross conflicts of interest, committed

witness tampering, obstructed justice, and perpetuated fraudulent activities. These unethical actions have compromised the fairness and integrity of the legal process and have prejudiced the Plaintiff in the pursuit of justice.

Additionally, GRSM attorneys currently represent the Defendants, key witnesses who provided false testimony in court or to government agencies, including the Plaintiff's former co-workers Cristina Coimbra (aka Cristina Selga), Rebeca Uzcategui (aka Rebeca Lugo) since 2021, as well as the Plaintiff's counsel, Pasternack Tilker Ziegler Walsh Stanton & Romano LLP, Pasternack Tilker Weitz & Luxenberg LLP ("Law Firm"), and their associates since 2012.

II. FACTUAL BACKGROUND

Since 2012, GRSM has represented the Law Firm (Plaintiff's retained counsel) in malpractice cases, while the Law Firm simultaneously represented the Plaintiff in her Workers Compensation Board ("WCB") case, G-2584330. The Plaintiff was unaware of this significant conflict of interest and never provided written consent for such dual representation. This constitutes a clear breach of trust. The Plaintiff's Workers' Compensation Board (WCB) case, G-2584330, was compromised from the outset due to her counsel's relationship with GRSM. This improper relationship allowed for perjury and fraudulent actions, undermining the integrity of her case. The Plaintiff's trust was violated as her legal representation was tainted by conflicts of interest arising from GRSM's involvement, which significantly impacted the fairness of the proceedings. The conflict permitted dishonest practices without the Plaintiff's knowledge or consent, compromising the case's legitimacy.

The Law Firm BAD represented the Plaintiff from **September 5, 2019, to July 8, 2021**. However, the Law Firm abandoned the Plaintiff's case after the Plaintiff discovered significant fraud within the representation. The Plaintiff became aware of this "client-lawyer relationship" on

October 27, 2023. The Law Firm's betrayal in the **WCB case G-2584330** severely impacted the Plaintiff's interests. The Law Firm failed to file critical evidence, including medical records, documents regarding perjury, and business records. Moreover, it is alleged that the Law Firm intentionally undermined the Plaintiff's case and damaged her reputation, seemingly in alignment with the Defendants' counsel, for personal and financial gain. This includes deliberate misclassification and false business records.

III. LEGAL ARGUMENT

a) PLAINTIFF'S MOTIONS FOR STANDING AND SIMULTANEOUS RELIEF

Stay of the March 3, 2025 order is necessary (Local Rule 7.1), pending resolution of this motion for the following reasons:

Irreparable Harm: GRSM's conflicts of interest in representing the Defendants, along with its influence over key witnesses and clients such as Selga, Uzcategui, and the Law Firm, all with a history of tampering and false statements, pose a serious and irreparable threat to the Plaintiff's case. The tainted evidence these actions create distorts the integrity of the case and unfairly prejudices the Plaintiff.

Merits: Disqualification of GRSM based on their breaches of ethical rules (Rules 1.7, 1.9, 1.10, 3.4), which involve conflicts of interest, dishonesty, and improper conduct.

Justice: A stay of the proceedings is necessary to ensure fairness, as per Local Rule 7.1 and the court's inherent authority, until GRSM's involvement and the associated conflicts are fully resolved. This will preserve the integrity of the case and allow for a just outcome.

The collusion between Selga, Uzcategui, and the Law Firm, as current clients of the Defendants' Counsel GRSM, has prejudiced the Plaintiff's case. As a result, relief is warranted under Local Rules 1.4 and 7.1.

Local Rule 1.4 permits disqualification for ethical breaches. GRSM's conflicts and tampering—prejudicing Plaintiff without consent—justify this, per *Board of Education v. Nyquist*, 590 F.2d 1241 (2d Cir. 1979) (disqualifying firm where conflicts undermined fairness to adverse party). “A party seeking to disqualify another party's attorney on conflict-of-interest grounds must have standing to do so based on either being a present or former client of the subject attorney. (*Campbell v McKeon*, 75 AD3d 479 [1st Dept 2010]; *A.F.C. Enter., Inc. v New York School Constr. Auth.*, 33 AD3d 736 [2d Dept 2006]).” Plaintiff proved the CURRENT representation of GRSM, the existence of a lawyer-client relationship between the key witnesses who lied in Court or Government Agencies Selga, Uzcategui, and her counsel, Law Firm. See annexed Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

The Law Firm showed a clear lack of interest in securing a favorable outcome for the Plaintiff's case. This is evidenced by their failure to file critical medical evidence, among other important facts that were intentionally withheld from this lawsuit. Their actions, or lack thereof, suggest a deliberate effort to undermine the Plaintiff's chances of success. The failure to present key evidence, coupled with other omissions, further demonstrates the Law Firm's disregard for their professional duty and the Plaintiff's best interests. As a result, the Plaintiff believes that the Law Firm's conduct has caused significant harm to her case, and she reserves the right to pursue additional claims under State Laws for all damages sustained due to the Law Firm's negligence and misconduct.

The Law Firm's representation of the Plaintiff went far beyond mere negligence; it was a deliberate conspiracy aimed at depriving the Plaintiff of her fundamental rights and legal remedies. This conspiracy involved intentional actions to sabotage the Plaintiff's case,

including the failure to file critical medical evidence, which was necessary to support the Plaintiff's claims. By not presenting this evidence, as well as withholding other essential documents, the Law Firm actively obstructed the Plaintiff's ability to seek justice.

The Law Firm's actions throughout the Plaintiff's case demonstrate that their loyalty was not to the Plaintiff but rather to GRSM and the Defendants. This misplaced loyalty influenced every aspect of their representation, as they consistently prioritized the interests of GRSM and the Defendants over their legal and ethical duty to serve the Plaintiff's best interests. Instead of zealously advocating for the Plaintiff's rights, the Law Firm worked in tandem with GRSM to undermine the Plaintiff's case at every turn, often failing to file critical evidence, medical records, and other essential documents.

This allegiance to GRSM and the Defendants created a clear conflict of interest, where the Plaintiff's case was secondary to the personal and financial interests of the other parties involved. The Law Firm's actions were not merely the result of negligence; they were driven by a deeper commitment to serving the Defendants' interests, even at the Plaintiff's expense. The Law Firm's active role in abetting and aiding fraud, perjury, and committing obstruction of justice against their own client, the Plaintiff, compounded by their lack of dedication to her case, highlights a severe breach of trust and loyalty. Their actions directly obstructed the Plaintiff's ability to pursue legal remedies, further exacerbating the harm caused and demonstrating a profound violation of the duty they owed to her.

Rule 1.7(a)(2) of the Rules of Professional Conduct prohibits a lawyer from accepting employment if the lawyer's personal interests will, or reasonably may, affect their professional judgment on behalf of their client. In this case, the Law Firm's self-interest directly conflicted with the Plaintiff's interests, and the evidence clearly demonstrates that their actions harmed the

Plaintiff's case and reputation, leading to claims of malpractice.

Plaintiff can prove that the Law Firm's work product and loyalty were significantly compromised due to the firm's conflicting interests, which adversely impacted her legal representation and the outcome of her case.

If the Plaintiff had not hired the Law Firm, she would not have suffered the irreversible damages caused by their negligent and self-interested actions. The Law Firm's abetting and aiding in fraud directly led to the harm she now faces. As a result, she would not be embroiled in an ongoing appeal under Docket 535740 at the Appellate Division Third Department, which continues to complicate her legal battle and further jeopardizes her pursuit of justice.

b) DISQUALIFICATION OPPOSITE COUNSEL FOR ETHICAL VIOLATION, CONFLICT OF INTEREST, FRAUD, PERJURY, ORGANIZED CRIME

The current representation of Selga, Uzategui, and the Law Firm by GRSM constitutes a gross conflict of interest involving serious ethical violations, fraud, perjury, and organized criminal activities. GRSM's involvement goes beyond standard legal representation and appears to encompass deliberate efforts to obstruct justice, falsify evidence, and manipulate witnesses, all of which are part of the firm's services to its clients.

GRSM's involvement goes beyond representation; they actively coached Selga to lie under oath, distorting the truth to benefit the Defendants. This conduct not only violates ethical standards but also undermines the integrity of the legal process. By coaching Selga to provide false testimony, GRSM has caused significant harm to the Plaintiff, tainting the case and obstructing justice. This misconduct warrants immediate action, including disqualifying GRSM and rectifying the damage done to the Plaintiff's case. (See DE [22-3] DE [22-5] DE [22-8]).

GRSM obstructed Uzategui's deposition in violation of Rule 3.4(a), leveraging their state representation based on their client's interests while continuing to represent her to this day. See

annexed **Exhibit 3** DE [125] Dated June 3, 2023, Defendants' Opposition Rebeca Uzcategui aka Lugo's deposition, pp 24e – 26e and **Exhibit 6** – NYSCEF doc. [24] pp 36e-47e.

In this case, the Law Firm betrayed the Plaintiff by failing to honor these ethical obligations. Instead of prioritizing the Plaintiff's best interests, the Law Firm allowed their loyalty to the Defendants and their counsel, GRSM, to take precedence. This severe breach of duty resulted in actions that not only conflicted with the Plaintiff's interests but actively sabotaged her case, compromising the integrity of the legal proceedings and causing irreparable harm to the Plaintiff's case and reputation." See **Exhibit 7** - NYSCEF doc. [151] Docket 535740 Matter of Orrego v Knipfing et al. Motion Disqualification Eastern District of New York ("EDNY") Dated November 13, 2024, pp 48e -122e; **Exhibit 8** - NYSCEF doc. [141] Docket 535740 Matter of Orrego v Knipfing - Notice Motion to Vacate Dated November 12, 2024, pp 123e – 130e; **Exhibit 9** - NYSCEF doc. [142] Docket 535740 Matter of Orrego v Knipfing – Affirmation Dated November 12, 2024, pp 131e – 154e; **Exhibit 10** - NYSCEF doc. [203] Docket 535740 Matter of Orrego v Knipfing - Reply Affirmation Dated December 3, 2024, pp 155e – 164e.

These actions not only breach legal and ethical standards but also serve to significantly prejudice the Plaintiff, undermining her right to a fair trial and impartial proceedings. The impact of these unethical practices is far-reaching, and the gravity of the situation makes it impossible to ignore. GRSM's misconduct has distorted the course of justice, creating an unfair advantage for their clients at the Plaintiff's expense.

“As an attorney owes a duty of confidentiality and loyalty to his or her client, the attorney must avoid not only the fact but the appearance of representing conflicting interests. (*Tekni-Plex, Inc. v Meyner and Landis*, [89 NY2d 123](#) [1996]). “Thus, pursuant to section 1.7 of the Rules

of Professional Conduct, an attorney may not act as an advocate in a matter where he or she has a conflict of interest with his or her current client.”

“As disqualification conflicts with the policy favoring a party's representation of counsel of its choice, the party moving for disqualification must establish that: (1) a prior attorney-client relationship existed between the moving party and opposing counsel, (2) the matters involved in both representations are substantially related, and (3) the interests of the present and former client are materially adverse. (*Tekni-Plex, Inc.*, 89 NY2d at 131).”

“Whether to disqualify an attorney from continuing to represent his or her client lies within the sound discretion of the court, and **doubts as to the existence of a conflict of interest must be resolved in favor of disqualification to avoid the appearance of impropriety.** (*Delaney v Roman*, [175 AD3d 648](#) [2d Dept 2015]).”

c) PRELIMINARY INJUNCTION UNDER FRCP RULE 65

The Plaintiff’s case is in jeopardy due to GRSM’s commission of fraud on or before the Court, obstruction of justice, and other misconduct in this case. Furthermore, GRSM has actively manipulated their clients to serve as witnesses, using them to provide false testimony and distort the facts.

This manipulation not only compromises the integrity of the case but also severely undermines the Plaintiff’s ability to present a fair and truthful argument. These actions have prejudiced the Plaintiff’s position and continue to obstruct justice, influencing the outcome of the case through deceptive practices. *See Doe v. Axelrod*, 73 N.Y.2d 748, 750 (1988). *Federal Standard: Federal injunctions are governed by Federal Rule of Civil Procedure 65. To prevail on a motion for a preliminary injunction, the moving party must show: 1. Irreparable harm; 2. Either (a) a likelihood of success on the merits or (b) sufficiently serious*

questions going to the merits; and 3. A balance of hardships tipping decidedly toward the party seeking injunctive relief. *Such relief, however, is an extraordinary and drastic remedy, one that should not be granted unless the movant, by clear showing, carries the burden of persuasion.* See *Johnson v. Burge*, 506 Fed. Appx. 10, 11 (2d Cir. 2012). See annexed Exhibits 1 through 10, which successfully prove all the elements to meet the standard for an order for a preliminary injunction.

d) PROTECTIVE ORDER AGAINST GRSM IS WARRANTED

Protective Order against GRSM is Warranted Fed. R. Civ. P. 26(c), Local Rule 7.1:

Basis for Relief: Under Fed. R. Civ. P. 26(c), this Court has the authority to issue a protective order "to protect a party... from annoyance, embarrassment, oppression, or undue burden" upon a showing of good cause. GRSM's repeated personal attacks on Plaintiff—despite clear evidence that shows the lies of Defendants, Selga, Uzcategui, and the Law Firm - constitute harassment, escalating their misconduct from simple tampering to outright obstruction and intimidation when GRSM, knowingly disregarding the truth, has publicly referred to the Plaintiff as a "Mentally disturbing woman". The most recent personal attack was during the oral argument for the Appeal 2021-09209 before the Appellate Division, Second Department, regarding the unconscionable dismissal of the case—based on twisting facts and laws to justify a false narrative—was held on January 30, 2025, at 10:00 AM causing ” causing Emotional Distress, Reputational Harm, Intimidation and Litigation Burden. See annexed **Exhibit 6** - NYSCEF doc. [24] pp 36e -47e.

Nature of Attacks: GRSM has made disparaging statements regarding Plaintiff's credibility, such as calling her "untruthful" in filings dated March 7, 2025, even though the evidence (Exhibits 1-10) directly contradicts their claims. These attacks, aimed at undermining Plaintiff's integrity, further demonstrate a pattern of harassment and intimidation, particularly

against a pro se litigant. This behavior directly violates NYRPC Rule 4.4(a) (“A lawyer shall not... engage in conduct intended to... embarrass, delay, or burden a third person”) and Rule 8.4(d) (conduct prejudicial to justice). Prejudice to Case Integrity, Potential Witness Influence.

Prejudice to Plaintiff: These continuous attacks, compounded by GRSM’s prior tampering and obstruction (such as Uzcategui’s deposition being blocked, Selga’s lies, and abetting and adding fraud with The Law Firm’s conflict), create an environment where Plaintiff cannot fairly litigate her case. Without immediate relief, these attacks threaten to further distort the factual record, jeopardizing the integrity of the proceedings related to the March 3, 2025, Order.

Requested Relief: Plaintiff respectfully requests an order barring GRSM from continuing with personal attacks, limiting their filings to substantive legal issues, and imposing sanctions for any future violations. This request is consistent with the Court’s authority under Rule 26(c) and the inherent power of the Court to curb abusive litigation tactics, as outlined in *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991).

IV. CONCLUSION

The deliberate obstruction, tampering, and malicious personal attacks perpetrated by GRSM, in collusion with their current clients, have not only prejudiced the Plaintiff but have also caused irreparable harm to her WCB case G-2584330 directly related to this case and her reputation. These unethical and unlawful actions undermine the integrity of the legal process and threaten to further distort the proceedings. As such, the Plaintiff respectfully requests the immediate disqualification of GRSM under Local Rule 1.4, a stay of the March 3, 2025, Order under Local Rule 7.1, and the issuance of a protective order under Fed. R. Civ. P. 26(c) to safeguard her rights and ensure the fairness of the litigation. The Court must act decisively to preserve the integrity of the legal system and protect the Plaintiff from further harm.

WHEREFORE, Plaintiff respectfully requests that the Court GRANT this motion in its entirety, along with any other and further relief that may be just and proper.

Respectfully submitted,

Date: March 13, 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

EXHIBIT 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
LIDIA M. ORREGO,

Plaintiff,

Case No.: 20-cv-03361-GRB-AYS

- against -

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

**DEFENDANTS' RESPONSES TO
INITIAL DISCOVERY
PROTOCOLS FOR
EMPLOYMENT CASES
ALLEGING ADVERSE ACTION**

Defendants.

----- X

Defendants Kevin Knipfing, Stephanieanna James-Knipfing, and Old Westbury Eddie LLC (collectively, "Defendants"), as and for their responses to the Initial Discovery Protocols for Employment Cases Alleging Adverse Action, respond as follows:

DOCUMENTS DEFENDANTS MUST PRODUCE

A. All communications concerning the factual allegations or claims at issue in this lawsuit among or between:

- i. The plaintiff and the defendant;
- ii. The plaintiff's manager(s), and/or supervisor(s), and/or the defendant's human resources representative(s).

Defendants' Response: Plaintiff is referred to the documents produced herewith, at Bates ranges DEFS_000001-DEFS_000009; DEFS_000012-DEFS_000019; and DEFS_000024-DEFS_000110, as and for responsive documents.

B. Responses to claims, lawsuits, administrative charges, and complaints by the plaintiff that rely on the same factual allegations or claims as those at issue in this lawsuit.

Defendants' Response: Plaintiff is referred to the documents produced herewith, at Bates ranges

DEFS_000119-DEFS_000143; and DEFS_000159-DEFS_000650, as containing responsive documents. Additionally, Defendants identify the file maintained by the State of New York Workers' Compensation Board ("WCB"), in connection with the claim Plaintiff filed with the WCB on or about September 3, 2019, as containing documents that may be responsive. Defendants' shall produce the WCB file upon their receipt of same from the WCB.

C. Documents concerning the formation and termination, if any, of the employment relationship at issue in this lawsuit, regardless of the relevant time period.

Defendants' Response: Plaintiff is referred to the documents at Bates ranges DEFS_000001-DEFS_000009; DEFS_000012-DEFS_000015; and DEFS_000017-DEFS_000110, as containing responsive documents.

D. The plaintiff's personnel file, in any form, maintained by the defendant, including files concerning the plaintiff maintained by the plaintiff's supervisor(s), manager(s), or the defendant's human resources representative(s), regardless of the relevant time period.

Defendants' Response: Plaintiff is referred to the documents at Bates ranges DEFS_000001-DEFS_000011, and DEFS_000110, as containing responsive documents.

E. The plaintiff's performance evaluations and any formal discipline.

Defendants' Response: Defendants have no responsive documents.

F. Documents relied on to make the employment decision(s) at issue in this lawsuit.

Defendants' Response: Plaintiff is referred to the documents at Bates ranges DEFS_000003-DEFS_000009; DEFS_000012-DEFS_000015; and DEFS_000017-DEFS_000109, as containing responsive documents.

G. Workplace policies or guidelines relevant to the adverse action in effect at the time of the adverse action. Depending upon the case, those may include policies or guidelines that address:

- i. discipline;
- ii. termination of employment;
- iii. promotion;

- iv. discrimination;
- v. performance reviews or evaluations;
- vi. misconduct;
- vii. retaliation; and
- viii. nature of the employment relationship.

Defendants' Response: Plaintiff is referred to the document at Bates range DEFS_000003-DEFS_000009, as and for a responsive document.

H. The table of contents and index of any employee handbook, code of conduct, or policies and procedures manual in effect at the time of the adverse action.

Defendants' Response: Defendants have no responsive documents.

I. Job description(s) for the position(s) that the plaintiff held.

Defendants' Response: Plaintiff is referred to the document at Bates range DEFS_000001-000002 as and for a document that may be responsive.

J. Documents showing the plaintiff's compensation and benefits. Those normally include retirement plan benefits, fringe benefits, employee benefit summary plan descriptions, and summaries of compensation.

Defendants' Response: Plaintiff is referred to the documents at Bates ranges DEFS_000001-DEFS_000002; and DEFS_000011, as and for responsive documents.

K. Agreements between the plaintiff and the defendant to waive jury trial rights or to arbitrate disputes.

Defendants' Response: Defendants have no responsive documents.

L. Documents concerning investigation(s) of any complaint(s) about the plaintiff or made by the plaintiff, if relevant to the plaintiff's factual allegations or claims at issue in this lawsuit and not otherwise privileged.

Defendants' Response: Plaintiff is referred to the documents at Bates ranges DEFS_000012-DEFS_109 as and for responsive documents.

M. Documents in the possession of the defendant and/or the defendant's agent(s) concerning claims for unemployment benefits unless production is prohibited by applicable law.

Defendants' Response: Defendants have no responsive documents, as, upon information and belief, Plaintiff never filed a claim for unemployment insurance benefits.

N. Any other document(s) upon which the defendant relies to support the defenses, affirmative defenses, and counterclaims, including any other document(s) describing the reasons for the adverse action.

Defendants' Response: Plaintiff is referred to the documents at Bates ranges DEFS_000111-DEFS_000763 as and for responsive documents.

INFORMATION DEFENDANTS MUST PRODUCE

A. Identify the plaintiff's supervisor(s) and/or manager(s).

Defendants' Response: Defendants identify Kevin Knipfing, Stephanieanna James-Knipfing, and Skylar Testa.

B. Identify person(s) presently known to the defendant who were involved in making the decision to take the adverse action.

Defendants' Response: Defendants identify Kevin Knipfing and Stephanieanna James-Knipfing.

C. Identify persons the defendant believes to have knowledge of the facts concerning the claims or defenses at issue in this lawsuit, and a brief description of that knowledge.

Defendants' Response: Defendants identify the following individuals:

- Kevin Knipfing: Defendant Mr. Knipfing has discoverable information concerning certain allegations in Plaintiff's Amended Complaint, including, but not limited to, Plaintiff's employment with the Knipfings, Plaintiff's interactions with Teresa Zantua, and the reasons for the termination of Plaintiff's employment. Any communication with Mr. Knipfing must be through the undersigned counsel.
- Stephanieanna James-Knipfing: Defendant Ms. Knipfing has discoverable information concerning certain allegations in Plaintiff's Amended Complaint, including, but not limited to, Plaintiff's employment with the Knipfings, Plaintiff's job performance, Plaintiff's interactions with Teresa Zantua, and the reasons for the termination of Plaintiff's employment. Any communication with Ms. Knipfing must be through the undersigned counsel.

- Skylar Testa: Mr. Testa is employed with the Knipfings as an assistant, and has discoverable information concerning certain allegations in Plaintiff's Amended Complaint, including, but not limited to, Plaintiff's employment with the Knipfings. Any communication with Mr. Testa must be through the undersigned counsel.
- Steve Savitsky: Mr. Savitsky is employed as Mr. Knipfing's business manager, and has discoverable information concerning Plaintiff's employment with the Knipfings generally. Any communication with Mr. Savitsky must be through the undersigned counsel.
- Teresa Zantua: Defendant Ms. Zantua is Ms. Knipfing's sister, and neither was employed by the Knipfings nor had any supervisory responsibilities over Plaintiff at any time during Plaintiff's employment with the Knipfings. Ms. Zantua has discoverable information concerning certain allegations in Plaintiff's Amended Complaint, including, but not limited to, Plaintiff's employment with the Knipfings, her lack of supervisory authority or responsibilities with respect to Plaintiff, and her interactions with Plaintiff.
- Cristina Selga (aka Cristina Coimbra): Ms. Selga was employed as the Knipfings' primary housekeeper during the period of time Plaintiff was employed by the Knipfings. Ms. Selga may have discoverable information concerning certain allegations in Plaintiff's Amended Complaint, including, but not limited to, Plaintiff's employment with the Knipfings, and Plaintiff's interactions with Ms. Zantua. The last known contact information for Ms. Selga is: 21 Hickory Rd, Apt. B, Port Washington, NY 11050; (561) 809-3367.
- Rebecca Uzategui (aka Rebecca Lugo): Ms. Uzategui was employed as the Knipfings' primary nanny during the period of time Plaintiff was employed by the Knipfings. Ms. Uzategui may have discoverable information concerning certain allegations in Plaintiff's Amended Complaint, including, but not limited to, Plaintiff's employment with the Knipfings, and Plaintiff's interactions with Ms. Zantua. The last known contact information for Ms. Uzategui is: 533 Deer Park Road, Dix Hills, NY 11746; (305) 970-2143.
- Donald Gerardo Guarino: Mr. Guarino was employed as the Knipfings' chef during the period of time Plaintiff was employed by the Knipfings. Mr. Guarino may have discoverable information concerning certain allegations in Plaintiff's Amended Complaint, including, but not limited to, Plaintiff's employment with the Knipfings, and Plaintiff's interactions with Ms. Zantua. The last known contact information for Mr. Guarino is: 25 Glenwood Drive, 2nd Floor, Huntington, NY 11743; (732) 986-1879.
- Lisa Fye: Ms. Fye was employed by the Knipfings as a home-school teacher during the period of time Plaintiff was employed by the Knipfings. Ms. Fye may have discoverable information concerning certain allegations in Plaintiff's Amended Complaint, including, but not limited to, Plaintiff's employment with the Knipfings, and Plaintiff's interactions with Ms. Zantua. The last known contact information for Ms. Fye is: 14 Glendale Drive, Melville, NY 11747; (631) 678-2664.

- Shannon Sha: Ms. Sha was employed by the Knipfings as a home-school teacher during the period of time Plaintiff was employed by the Knipfings. Ms. Sha may have discoverable information concerning certain allegations in Plaintiff's Amended Complaint, including, but not limited to, Plaintiff's employment with the Knipfings, and Plaintiff's interactions with Ms. Zantua. The last known contact information for Ms. Sha is: 4 Moscato Street, Huntington, NY 11743; (631) 482-7648.
- Kevin Flanagan: Mr. Flanagan is or was employed by Rydan Security. Mr. Flanagan has discoverable information concerning the interviews of Plaintiff and Ms. Uzcategui done in connection with the investigation into Plaintiff's November 2, 2018 email complaint. The last known contact information for Mr. Flanagan is 131-19 Jamaica Avenue, Richmond Hill, NY 11418; (718) 805-8090.

D. State whether the plaintiff has applied for disability benefits and/or social security disability benefits after the adverse action. State whether the defendant has provided information to any third party concerning the application(s). Identify any documents concerning any such application or any such information provided to a third party.

Defendants' Response: Defendants are not aware of any claims/applications Plaintiff filed for disability benefits or social security disability benefits after the termination of her employment.

Reservation of Rights and Amendments

The disclosures herein are made without waiving:

1. The right to object on the grounds of competency, privilege, relevancy, materiality, admissibility or any other proper ground to the use of material described herein, for any purpose, in whole or in part, in any subsequent proceeding in this action or in any other action;
2. The right to object on any and all proper grounds, at any time, to discovery requests or other discovery procedures involving or relating to the subject matter addressed herein, and
3. The right at any time to revise, correct, modify, supplement, or clarify any of the responses provided herein as may be appropriate and necessary.

Dated: New York, New York
August 1, 2022

GORDON REES SCULLY
MANSUKHANI, LLP

By: Kuuku Minnah-Donkoh

Kuuku Minnah-Donkoh
One Battery Park Plaza, 28th Floor
New York, NY 10004
Tel: (212) 269-5500
kminnahdonkoh@grsm.com

Attorneys for Defendants

To: Lidia M. Orrego (via email only)
Plaintiff Pro Se
95-08 Queens Blvd., Apt. 3E
Rego Park, NY 11374
liorrego@gmail.com

EXHIBIT 2

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

May 8, 2023

Honorable Judge Gary R. Brown
United States District Court
Eastern District of New York - EDNY
100 Federal Plaza, Central Islip, NY 11722
Attn: Pro Se Office

★ **MAY 08 2023**
LONG ISLAND OFFICE

Re: Notice of Subpoenas
Orrego v. Knipfing, et al, 20-CV-03361-GRB-AYS

Dear Judge Gary R. Brown,

In accordance with Rule VI Pro Se Litigants of Your Honor's Individual Rules, the Plaintiff, Lidia M. Orrego, respectfully files a Notice of Subpoenas pursuant to the Federal Rules of Civil Procedure ("FRCP") Rules 30, 32, 34 & 45, Local Civil Rules 5.1, 5.2, 7.1 & 30.4:

- Rebeca Uzcategui aka Lugo
- Nassau County Department of Social Services

Plaintiff is looking to move forward with the process for the Trial. Plaintiff is not waive the pending motions and she reserves her right to file any dispositive or non-dispositive motions to which she is entitled under the Law, FRCP, and Local Civil Rules that govern this Court.

Respectfully submitted,

Date: May 8, 2023
Rego Park, New York


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

CC via ECF:
H. Magistrate Judge Anne Y. Shields
United States District Court
Eastern District of New York - EDNY
100 Federal Plaza, Central Islip, NY 11722

Plaintiff files via Pro Se Electronic Document Submission on May 8, 2023,
<https://edny.app.box.com/f/0f6348c6cb5242409fe345811278b2ca>

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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

NOTICE OF SUBPOENA

Case No. 20CV3361(GRB)(AYS)

Hon. Judge Gary R. Brown

X

COMES NOW Plaintiff Pro Se Lidia M. Orrego pursuant to Federal Rule of Civil Procedure ("FRCP") Rules 30 & 45 Notice of Subpoena Oral Deposition and Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action attached hereto and incorporated herein as Exhibits DEFS 20-23; Plaintiff's Disclosures Exhibits 33; 141-148-; 153-155 shall be served on the following:

- Rebeca Uzcategui aka Lugo

Dated: May 8, 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

CC via ECF:

H. Magistrate Judge Anne Y. Shields
United States District Court
Eastern District of New York - EDNY
100 Federal Plaza, Central Islip, NY 11722

Plaintiff files via Pro Se Electronic Document Submission on May 8, 2023,
<https://edny.app.box.com/f/0f6348c6cb5242409fe345811278b2ca>

AO 88A (Rev. 12/20) Subpoena to Testify at a Deposition in a Civil Action

UNITED STATES DISTRICT COURT

for the
Eastern District of New York

Lidia M. Orrego

Plaintiff

v.

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

Civil Action No. 20CV3361 (GRB) (AYS)

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To:

Rebeca Uzcategui (aka Rebeca Lugo);
533 Deer Park Road Dix Hills, NY 11746

(Name of person to whom this subpoena is directed)

☒ Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters: See annexed Exhibits: DEFS 20-23; Plaintiff's Disclosures Exhibits 33, 141-148, 153-155.

Place: 437 Madison Ave, 24 Floor
New York, NY, 10022

Date and Time: June 5, 2023, 10 AM.

The deposition will be recorded by this method: Stenography - Videorecording

☒ Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material: Documents related to employment with Defendants; Non-disclosure agreement, last paycheck, W-2 Forms years from 2015, Offer letter, Severance payment, termination letter or agreements, Letter recommendation, resume filed hiring process and current resume. -

The following provisions of Fed. R. Civ. P. 45 are attached - Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 4/11/2023

BRENNA B. MAHONEY

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party)

Lidia M. Orrego

, who issues or requests this subpoena, are:

Lidia M. Orrego; 95-08 Queens Blvd. 3E Rego Park NY 11374; lloorego@gmail.com; 3474532234

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 20CV3361 (GRB) (AYS)

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____ .

☐ I served the subpoena by delivering a copy to the named individual as follows: _____

_____ on *(date)* _____ ; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)

(c) Place of Compliance.

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.



Lidia Orrego <liorrego@gmail.com>

Docket No. 20CV3361(GRB)(AYS) – EDNY Orrego v. Knipfing et al

Lidia Orrego <liorrego@gmail.com>

Tue, Apr 18, 2023 at 11:00 AM

To: Rebeca Lugo Kj <rebelugo30@gmail.com>, rebecatheteacher@yahoo.com

Cc: Lidia Orrego <liorrego@gmail.com>, Kuuku Minnah-Donkoh <kminnahdonkoh@grsm.com>, kminnahdonkoh@gordonrees.com

Proof of Service

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 LLC, Steve Savitsky, Teresa A. Zantua
Docket No. 20CV3361(GRB)(AYS)

Dear Ms. Rebeca Lugo-Uzcategui, according to the document filed in Federal Court in the above action you have been appointed by both parties as a witness pursuant to FRCP Rule 26. Duty to Disclose; General Provisions Governing Discovery and the parties are entitled to an informal investigation prior to trial, therefore please confirm the information below is true and correct within three (3) days from the date that you received this email, verified on your employment with Kevin Knipfing aka Kevin James and Stephanieanna James-Knipfing aka Steffiana de la Cruz:

Information filed by Defendants:

*Rebecca Uzcategui (aka Rebecca Lugo): Position Primary Nanny by Defendants

The last known contact information for Ms. Uzcategui is: 533 Deer Park Road, Dix Hills, NY 11746; (305) 970-2143.

Respectfully submitted,

Date: April 18, 2023

Rego Park, New York

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

EXHIBIT 1



RYDANSECURITY
INVESTIGATIONS

INVESTIGATIVE MEMO

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

ASSIGNMENT

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

INTERVIEW DETAILS

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

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

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

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

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

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

End of report

Privileged and Confidential

Restricted Use Warning

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

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

Exhibit 33

AFFIDAVIT OF WITNESS

Manuela E. Orrego, being duly sworn, deposes and says:

1. I am the witness, in this action. I am American Citizen, over the age 18 years. Resident in New York State. Address 95-08 Queens Blvd. 3E, Rego Park – New York.
2. I was present and personally saw when Rebeca Uzcategui aka Rebeca Lugo testified about all the Child Abuse and Neglect against the children, discrimination and abuse physical and verbal that also received Mrs. Lidia M. Orrego in the Knipfing's house address 2 Spring Hill Lane, Old Westbury, NY 11568, and the person who carried out all these abuses was Ms. Teresa A. Zantua since the beginning of Ms. Orrego's work. According to the Ms. Rebeca Uzcategui's statement recording and transcription, length 2 hours in front me, dated October 14, 2018, at 10:00 am in the Old Westbury Diner, located in 4 Glen Cove Rd. Old Westbury, NY 11568. This Transcript has been certified and notarized.
3. Ms. Rebeca Uzcategui confirmed in front of me that she and Ms. Orrego should protect the children by alerting Ms. Orrego that they were in danger and that they were always mistreatment by Ms. Zantua.
4. Rebeca Uzcategui also states that the parents of the children Kevin and Stephanieanna Knipfing, the teacher Shannon Sha, the housekeeper Cristina Selga, the school principal and other teachers of the children, the house manager Skylar Testa were fully aware of all these abuses.
5. Rebeca Uzcategui stated she have a list of other people who were abused and discriminated in the Knipfing's house and that she can initiate a lawsuit against the Knipfings when she decides to do so along with the other victims.

6. Rebeca Uzcategui stated in front of me that Ms. Orrego's daily work depended on the Ms. Zantua's orders. Ms. Uzcategui stated that she will draft the complaint against Ms. Zantua to submitted to the Knipfing's because God for some reason put to Ms. Uzcategui and Ms. Orrego in that house to protected the children and finished with all the abuses and discrimination that were occurring since years ago even with the previous nanny named Gaby who worked for 8 years with the Knipfing's but never filed any complaint because she was illegal gave all that information to Ms. Uzcategui, these were the Ms. Uzcategui's words in front of me.

7. Ms. Uzcategui also stated that housekeeper Ms. Cristina Selga was committing a sin by shutting up all the abuses to protect Ms. Teresa A. Zantua.

8. Ms. Uzcategui also declared in front of me that she witnessed the Ms. Lidia Orrego's physical and mental abuse due to the long working hours and that no one can deny that she worked excessively and the discrimination, physical and verbal abuse by Ms. Zantua and that Ms. Uzcategui would be Ms. Orrego's witness and support her in making the complaint in front of the Knipfings'.

9. The Rebeca Uzcategui's statement attached hereto the truth and correct to the best knowledge and belief of the undersigned. Under penalty of perjury, I declare that to the best of my knowledge and belief, the statement contained in this Affidavit are true and correct.

10. I executed this affidavit to attest the truthfulness of the foregoing facts and support the filing of Case ID 27536970, Intake Stage ID 33113894, Date of Intake 05/28/2020 reported by Lidia M. Orrego to Office of Children and Family Services – Child Protection Services (CPS).

Date: June 20, 2021
Rego Park, New York

Respectfully Submitted,



Manuela E. Orrego
95-08 Queens Blvd. 3E
Rego Park – New York
Phone (347)9614568

Sworn to before me this
20th day of June 2021



NOTARY PUBLIC



#70046

Filed

March 17, 2025 at 11:23 pm via Pro Se Portal

March 17, 2025

U.S. District Court

March 17, 2025

Eastern District of New York

H. Magistrate Judge Anne Y. Shields

United States District Court

Eastern District of New York (EDNY)

100 Federal Plaza, Central Islip, NY 11722

Attn: Pro Se 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 LLC, Steve Savitsky, Teresa A. Zantua.

Docket No. 20CV3361(SJB)(AYS)

**Re: Plaintiff's Objection to Defendants' Letter DE [191] in Violation of Due Process
and Equal Protection of the Law**

Dear Magistrate Judge Shields,

Plaintiff Lidia M. Orrego respectfully submits this letter in OBJECTION to the filing of DE [191], as the Defendants have submitted it in BAD FAITH and twisted the facts for the following reasons:

1. **Pending Plaintiff's Motion DE [190]:** The Motion requests a STAY of the order to proceed with discovery dated March 3, 2025, and the Disqualification of Opposing Counsel for gross ethical violations, conflict of interest, fraud, perjury, and organized crime, the Preliminary Injunction and a Protective or Restraining Order against Gordon Rees Scully Mansukhani LLP ("GRSM") is not a new motion. Due to the interlocutory appeal, the Motion for Disqualification of Opposing Counsel and other relief was previously returned on November 14, 2023. It should now be considered on its merits, along with the supporting documentary evidence in accordance with the Law and Facts that substantiate the Plaintiff's position.

2. **New Evidence:** Plaintiff is submitting additional evidence supporting her Motion DE [190], highlighting the gravity of the violations and criminal actions committed by the Defendants and their counsel, including but not limited to witness tampering, obstruction of justice, and other unlawful activities. This new evidence provides further documentation and details that demonstrate the ongoing and intentional misconduct. The Court has already been made aware of these serious violations and the Defendants' criminal actions in connection with Plaintiff's

counsel at the Workers' Compensation Board. The Plaintiff respectfully asserts that this new evidence strengthens the allegations of misconduct and criminal behavior, further supporting the need for immediate action and relief.

3. **Plaintiff's Motion DE [190] Pending to Set the Brief:** The motion was filed in compliance with the District Judge's Individual Rules, including the request to stay the order dated March 3, 2025, until H. Judge Bulsara, in accordance with instructions, sets a return date for filing the brief, which will include Plaintiff's reply to any Defendant opposition.

4. **Attachments:** Plaintiff is attaching letters dated March 15, 2025, requesting a referral to proceed with a criminal complaint and to create new legislation to protect pro se parties from abuse and gaslighting. These letters, supported by evidence, are addressed to:

- The Honorable Donald J. Trump, President of the United States
- The Honorable J.D. Vance, Vice President of the United States
- The Honorable Pamela J. Bondi, Attorney General of the United States
- Director Kash Patel, Federal Bureau of Investigation ("FBI")
- The Honorable Jim Jordan, Chairman House Judiciary Committee
- The Honorable Chuck Grassley, Chairman Senate Judiciary Committee

This Court is also aware that none of the documents filed by Plaintiff are frivolous, as they are crucial to protecting her case from irreparable harm caused by fraud and perjury.

Plaintiff appreciates your attention to this matter and thanks the Court in advance for its consideration.

Respectfully submitted,

Dated: March 17, 2025

Rego Park, New York

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

CC: H. Judge Sanket J. Bulsara – Via NYSCEF

All the parties via ECF and Email.

APPENDICES

Lidia M. Orrego
95-08 Queens Blvd. 3E
Rego Park, NY 11374

March 15, 2025

VIA CERTIFIED MAIL & FILED INTO ALL PENDING CASES

The Honorable Donald J. Trump
President of the United States
The White House
1600 Pennsylvania Avenue NW
Washington, D.C. 20500

The Honorable J.D. Vance
Vice President of the United States

**Subject: Urgent Request for Federal Action—NY Corruption, Google Censorship,
and Protection for Pro Se Litigants ("Pro Se Litigants Act" or "Shield Act")**

Dear President Trump and Vice President Vance,

I'm writing to you both because you're the only ones who'll fight this—you, Mr. President, and I are victims of New York's corrupt lawfare, and now Google's hiding my case from the people, just like they messed with you. Mr. Vice President, I know you've got the grit to back this up, too. My Workers' Compensation Case (G-2584430) is drowning in fraud, perjury, and obstruction, covered by Attorney General Letitia James and Governor Kathy Hochul. I'm attaching a copy of the complaint filed on February 14, 2025, and March 15, 2025, that includes everything—cases, complaints, evidence—and I need your help, plus a new law to stop this system from crushing people like me.

Here's the truth: My Workers' Compensation case exposed fraud and lies by actor Kevin James aka Kevin Knipfing and wife, Stephanieanna James-Knipfing, his manager Steve Savitsky, employees Skylar Testa and Teresa A. Zantua, Dr. Jason Hochfelder, New York Marine Insurance Company, Marc Neuman – Cipriani & Werner P.C., WCB Clarissa Rodriguez – Chair, WCLJ Barry Greenberg, my lawyers Edgar Romano, Sam Cohen, Joseph Mercurio among others. I filed complaints with agencies and offices under James and Hochul—Committee on Grievance, NYS Commission on Judicial Conduct, Department of Financial Services, and Licensing Department—demanding justice. James refused, claiming “no personnel,” the same NY Attorney General who targeted you, Mr. President, nonstop. Hochul's “agencies” said they investigated, but the Freedom of Information Law (“FOIL”) from 2021-2025 proves they lied—no action, just a cover-up.

It's filthy. OpenSecrets.org shows James and Hochul pocketing cash from lawyers, law firms, and insurance companies. At the same time, my case and my complaints in the State Agencies got buried — from 2021 to 2022, according to the website Open Secrets — The same game they played against you, Mr. President: take the money, bury the truth.

Google's in on it—they're rigging searches so nobody can find my federal case, Eastern District of New York (“EDNY”) 20cv3361 Orrego v. Knipfing et al., or its documents.

I've got FOILs, donations, and court filings, but they don't exist online. This is Big Tech censorship, the kind you've both blasted, keeping Americans in the dark while James and Hochul skate-free.

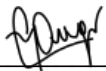
Here's the worst part: my lawyers deceived me, abandoned my case, and aided the fraud—forcing me to go pro se. The judicial system allows corrupt lawyers to abuse pro se litigants like me without any protection. I've called my representatives—**Chuck Schumer, Kirsten Gillibrand, Andrew Hevesi, Joseph Addabbo Jr., Grace Meng, Jumaane Williams, and James F. Gennaro** (NY City Council)—multiple times, demanding action or advocacy to fix all the abuse in the NY State Courts. These Democrats ignore me because they are propping up the **RICO (Racketeer Influenced and Corrupt Organizations)** Enterprise run by **James and Hochul**—the same group that targeted you, Mr. President. Gentlemen, please work with Congress to analyze and implement this law, protecting people like me from crooked lawyers and a rigged system.

I'm attaching all the related cases with a complete list of complaints and a copy of my first complaint, emailed to U.S. Attorney General Pamela Bondi and FBI Director Kash Patel on February 14, 2025. All evidence I've filed in state and federal courts—like G-2584430 and EDNY 20cv3361—is available for review, and I've got more I'll send to Ms. Bondi and Mr. Patel. Additionally, the second complaint with evidence requesting Federal Intervention to **Honorable Pamela J. Bondi - Attorney General of the United States, The Honorable Jim Jordan - Chairman, House Judiciary Committee, Director Kash Patel - Federal Bureau of Investigation ("FBI"), The Honorable Chuck Grassley- Chairman, Senate Judiciary Committee** dated March 15, 2025.

You've already faced this lawfare nightmare, Mr. President—they targeted you, and now they're doing the same to other vulnerable individuals like me who are fighting for justice as pro se litigants. Mr. Vice President, I know you'll recognize this for its grave injustice. Please take immediate action—order or refer the DOJ and FBI to investigate James, Hochul, and Google's censorship, and champion the passage of the **"Pro Se Litigants Act"** or **"Shield Act"** to dismantle this corruption and protect honest workers. I have all the evidence right here—just say the word, and it's yours. You are my last hope.

I look forward to working together to halt corruption, restore justice, and protect the integrity of our nation.

Respectfully,



Lidia M. Orrego

Attached Document:

Copy of the Complaint **Honorable Pamela J. Bondi - Attorney General of the United States, The Honorable Jim Jordan - Chairman, House Judiciary Committee, Director Kash Patel - Federal Bureau of Investigation ("FBI"), The Honorable Chuck Grassley- Chairman, Senate Judiciary Committee** dated March 15, 2025.

Lidia M. Orrego
95-08 Queens Blvd. 3E
Rego Park, NY 11374

March 15, 2025

VIA CERTIFIED MAIL & FILED INTO ALL PENDING CASES

The Honorable Pamela J. Bondi
Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530-0001

The Honorable Jim Jordan
Chairman, House Judiciary Committee
U.S. House of Representatives
2138 Rayburn House Office Building
Washington, D.C. 20515

Director Kash Patel
Federal Bureau of Investigation
935 Pennsylvania Avenue, NW
Washington, D.C. 20535-0001

The Honorable Chuck Grassley
Chairman, Senate Judiciary Committee
135 Hart Senate Office Building
Washington, D.C. 20510-1501

**URGENT MATTER REQUIRES IMMEDIATE FEDERAL ACTION &
INTERVENTION DUE TO NY STATE & FEDERAL JUDICIAL CORRUPTION,
OBSTRUCTION OF JUSTICE, AND VIOLATIONS OF FEDERAL LAW**

RE: Immediate Federal Oversight and Investigation into Judicial Misconduct, Denial of Due Process, and Conspiracy to Obstruct Justice filed in the cases Eastern District of New York – RICO (Racketeer Influenced and Corrupt Organizations) Enterprise by Governor Kathy Hochul and Attorney General Letitia James in collusion with State Agencies, Judges, State Government officers, and Lawyers.

Dear Attorney General Bondi, Director Patel, Chairman Jordan, and Chairman Grassley,

I am writing to demand immediate federal intervention and oversight regarding ongoing, egregious violations of my constitutional rights, due process, and obstruction of justice committed by state judiciary officials in the New York State Court. These violations are being led by Governor Kathy Hochul and Attorney General Letitia James in collusion with state agencies, judges, state government officers, and lawyers involved in State Court and Eastern District of New York (“EDNY”).

The documented evidence establishes a widespread conspiracy within the judicial system to shield corruption, retaliate against litigants, and systematically deny access to justice through procedural manipulation and unlawful actions.

Key Case References:

- **EDNY ECF [1] 25-cv-00769-SJB-AYS Orrego v. Wilson et al.**, dated January 31, 2025
- **EDNY ECF [1] 25-cv-00736-SJB-AYS Orrego v. Kerrigan et al.**, dated January 31, 2025

- **Criminal Complaint** filed via email on February 14, 2025, to U.S. Attorney General Pamela Jo Bondi and FBI Director Kash Patel
- **Email Dated February 20, 2025** – Notice of Appeal, including incidents of abuse and verbal assault by Judge Kevin J. Kerrigan
- **Email Dated February 23, 2025** – Criminal Complaint filed with New York State Attorney General Letitia James
- **Petition Docket 2025-02279 Orrego v. Kerrigan** – Appellate Division Third Department
- **Exhibit 3** – Dated June 1, 2004, EDNY 04cv2249 ECF doc. [1] – Case **James Lyons v. Kevin Kerrigan et al.** (Mr. Lyons is another victim of similar judicial abuse by Judge Kevin J. Kerrigan)

Overview of Allegations:

The case **EDNY ECF [1] 25-cv-00769-SJB-AYS Orrego v. Wilson et al.** (January 31, 2025) consolidates the facts of related cases, outlining how judges from the Appellate Division Third Department, specifically in **Docket 535740, Matter of Lidia M. Orrego**, colluded with Governor Kathy Hochul and Attorney General Letitia James through ex-parte communications to manipulate a case involving evidence of fraud, perjury, falsification of business records, and other unlawful actions. These activities are linked to my employer, actor Kevin James (aka Kevin Knipfing), and his wife, Stephanieanna James-Knipfing, in connection with the New York State Workers Compensation Board (“WCB”) case **G-2584330**. The fraudulent order from the WCB case and Appeal Docket 535740 was intended to be used in the federal case **EDNY 20cv3361 (SBJ) (AYS) Orrego v. Knipfing et al.**, which involved additional fraudulent rulings by District Judge Joan M. Azrack and Magistrate Judge Anne Y. Shields between January 2022 and April 2023, further supporting the false narrative of Kevin James and the other defendants.

At the WCB, Judge Barry Greenberg and the associated lawyers fraudulently introduced false employment documents and information, even providing fraudulent personal address details. Despite repeated requests, judges have denied vacating the fraudulent case without providing any legal justification. This constitutes a clear violation of due process and equal protection under the law, a **miscarriage of justice**, and **blatant corruption**. This coordinated effort involves deliberate obstruction of justice, the falsification of records, and the suppression of critical evidence, all of which undermine the integrity of the legal process.

I have filed complaints with various agencies, including the New York State Commission on Judicial Conduct, the Attorney Grievance Committee, the Lucy Lang Inspector General, the Department of Financial Services, the Office of Professional Medical Conduct (OPMC), and District Attorney Melinda Katz, among others. Unfortunately, none of these agencies have responded meaningfully to my complaints. In fact, District Attorney Melinda Katz recently dismissed my criminal complaint, claiming that only a "lawyer" can file such complaints against judges or government officials. Through these unlawful tactics, those in positions of power seek to protect corrupt actors and maintain control over outcomes, further denying individuals their fundamental right to a fair and impartial process and hearing.

Concerns Regarding Judicial Corruption:

Governor Kathy Hochul and Attorney General Letitia James have received thousands of dollars in "donations" from lawyers, insurance companies, and law firms connected to the WCB case **G-2584330**. These donations were made during litigation and after I filed complaints with various agencies. To this day, no agency has taken action on my complaints.

The documents I have annexed to this letter represent only a small fraction of the evidence I have filed in the EDNY PACER system and NYSCEF. The evidence includes false affidavits, witness tampering, and other judicial abuses. For example, Judge Kevin J. Kerrigan continues to issue orders imposing "fines" based on opinions that are, in themselves, criminal. He is abusing his judicial position to commit fraud and perjury. This is not a new pattern. Another victim, Mr. James Lyons, filed a similar complaint on June 1, 2004, regarding the same judge.

Call for Federal Investigation and Oversight:

The New York State Commission on Judicial Conduct, under the leadership of Robert H. Tembeckjian, has repeatedly dismissed complaints despite substantial evidence of wrongdoing. This "Agency" reviewed only 21 complaints out of 2900 filed only in 2023. As a result, Judge Kerrigan became unhinged after receiving the first Notice of Petition Article 78 on January 17, 2025. He imposed fines on January 20, 2025, in a conspiracy with lawyers in the case **Supreme Court Queens 702511/2023 Orrego v. Morgovsky et al.**, further demonstrating his misconduct.

Additionally, I have submitted overwhelming evidence in the related case Docket 535740 in the Third Department Appellate Division, including recordings, transcripts, Freedom of Information Law (FOIL) requests, medical reports, falsified WCB documents, emails, text messages, and voice recordings.

For over four years, I have consistently requested federal intervention through motions, urging the FBI and other authorities to investigate. Instead of fulfilling their duty to uphold the law, both state courts have conspired to cover up judicial misconduct, obstruct justice, and retaliate against victims. By blocking federal intervention under the "**Joe Biden Administration**", these courts have transformed from passive enablers into direct participants in a criminal conspiracy designed to shield state officials from accountability, obstruct justice, and deny me my constitutional right to fair hearings and process by intentionally overlooking the facts and evidence.

Requests for Action:

I respectfully request the following:

1. A **full investigation** by the **Department of Justice (DOJ)** and **FBI** into the New York Workers Compensation Board, the New York State Commission on Judicial Conduct, the Attorney Grievance Committee, the Lucy Lan Inspector General, the Department of Financial Services, the Office of Professional Medical Conduct (OPMC), District Attorney Melinda Katz, and the Third Department Appellate Division.

2. The **removal and impeachment** of all judges involved in these cases, including Judges from the Appellate Division Third Department and Judge Kevin J. Kerrigan, due to conflicts of interest and demonstrated misconduct.
3. The appointment of an **independent special prosecutor** to investigate and pursue criminal charges against all state actors involved in obstructing justice and violating constitutional rights.
4. Immediate **congressional oversight hearings** before the House and Senate Judiciary Committees to expose and address the systemic corruption within the judiciary.

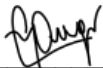
Conclusion:

The U.S. Constitution guarantees due process and equal protection under the law—rights that are being systematically denied by state and federal judges acting in concert to obstruct justice. No judge, including federal judges, is above the law. Those who abuse their authority must be held accountable. If these crimes are not thoroughly investigated, it will send a clear message that federal judges can conspire to obstruct justice, retaliate against litigants, and shield corrupt actors from accountability without consequence.

I will also forward this letter to **H. President Donald J. Trump** and **H. Vice-President J.D. Vance**, requesting their referral for federal intervention. Furthermore, I will request a referral to Congress to pass new legislation, the “**SHIELD Act**” (Self-represented Help, Integrity, and Enforcement of Legal Due Process), to protect PRO SE litigants from abuse and ensure a fair judicial process.

I look forward to working together to halt corruption, restore justice, and protect the integrity of our nation.

Respectfully,



Lidia M. Orrego

Attached Exhibits:

- Copy of the Letter to **H. President Donald J. Trump** and **H. Vice-President J.D. Vance**
- **EDNY ECF [1] 25-cv-00769-SJB-AYS Orrego v. Wilson et al.**, dated January 31, 2025
- **EDNY ECF [1] 25-cv-00736-SJB-AYS Orrego v Kerrigan et al.**, dated January 31, 2025
- **Criminal Complaint** filed via email on February 14, 2025, to U.S. Attorney General Pamela Jo Bondi and FBI Director Kash Patel
- **Email Dated February 20, 2025** – Notice of Appeal regarding Judge Kevin J. Kerrigan’s abuse and verbal assault
- **Email Dated February 23, 2025** – Criminal Complaint filed with New York State Attorney General Letitia James
- **Petition Docket 2025-02279 Orrego v. Kerrigan** – Appellate Division Third Department
- **Exhibit 3** – Dated June 1, 2004, EDNY 04cv2249 ECF doc. [1] – Case **James Lyons v. Kevin Kerrigan et al.** (Mr. Lyons is a victim of similar abuse by Judge Kevin J. Kerrigan.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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.

Defendants.

Affirmation of Service

20cv3361 (SJB) (AYS)

I, Lidia M. Orrego, declare under penalty of perjury that I served a copy of the attached Letter to Magistrate Judge Anne Y. Shields, Objection to Proceed with the Discovery until the resolution of Plaintiff's Motion Stay order dated March 3, 2025 proceed with the Discovery; Disqualification of Opposite Counsel for Gross Ethical Violation, Conflict of Interest, Fraud, Perjury, Organized Crime; Preliminary Injunction; Protective or Restraining Order against Gordon Rees Scully Mansukhani LLP ("GRSM") despite the evidence of fraud and perjury in this case, to prevent harm, harassment, or legal violations, Memorandum of Law and Exhibits 1 to 10 see ECF doc. [190] pending brief with District Judge SANKET J. BULSARA and Letters dated March 15, 2025, to H. President Donald J. Trump, H. Vice President J.D. Vance and others Government Representatives upon the defendant(s) or attorney whose physical address:

Law Firm Gordon Rees Scully Mansukhani, LLP
One Battery Park Plaza, 28th Floor
New York, NY 10004

Via ECF & Notice has been electronically mailed to: kminnahdonkoh@grsm.com;
kminnahdonkoh@gordonrees.com; ddrivera@grsm.com; pcella@grsm.com

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

Dated: March 17, 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

Filed

March 26, 2025 at 7:55am via Pro Se Portal

U.S. District Court

Eastern District of New York

Hon. District Sanket J. Bulsara
United States District Court
Eastern District of New York (EDNY)
100 Federal Plaza, Central Islip, NY 11722
Attn: Pro Se Office

March 26, 2025



Caption: Lidia M. Orrego v. Kevin Knipfing a/k/a Kevin James et al.
Docket No.: 20-CV-3361 (SJB)(AYS)

Re: Status of Motion to Stay, Motion for Disqualification for Fraud, Perjury, Tampering with Witnesses and Evidence, Preliminary Injunction, and Protective Order (Docket Entry [DE] 190), filed on March 13, 2025.

Dear H. District Judge Bulsara,

I am the Pro Se Plaintiff in this case and respectfully request an update on the status of my Motion for Stay, Disqualification for Fraud, Perjury, and Tampering with Witnesses and Evidence, as well as my request for a Preliminary Injunction and Protective Order, filed on March 13, 2025, that support my letter filed on March 17, 2025, in accordance with the Your Honor's Individual Rules. See DE [190] [192].

The Defendants and their counsel, Gordon Rees Scully Mansukhani LLP (“GRSM”), are committing serious violations of Federal Rule of Civil Procedure (“FRCP”) 11, as well as engaging in fraudulent conduct in violation of the American Bar Association’s Model Rules of Professional Conduct, including Rule 3.3 (Candor Toward the Tribunal), Rule 8.4 (Misconduct), and Obstruction of Justice under 18 U.S.C. § 1621. While individuals may lie, my evidence—comprising recordings, text messages, emails, voice messages, and reports—remains irrefutable.

Since the beginning of this case, the Defendants and GRSM have committed severe ethical violations, fraud, perjury, and tampering with witnesses and evidence, all compounded by a clear conflict of interest. For over a decade, GRSM has represented my Workers' Compensation attorneys in state court legal malpractice cases, where evidence has shown that my attorneys aided and abetted fraud, as documented in EDNY Case No. 23-CV-6507 (Orrego v. Pasternack Tilker Ziegler Walsh Stanton & Romano LLP et al.). This longstanding conflict of interest undermines the integrity of the current proceedings, especially given that witnesses with conflicting interests are involved. Unable to counter my evidence, the Defendants have resorted to submitting false affidavits, as demonstrated in Workers’ Compensation Board Case No. G-2584330 and Appellate Division, Third Department, Case No. 535740 (Matter of Lidia M. Orrego v. Kevin Knipfing et al.). - Judicial proceedings must be free of deliberate deception, including perjury. See *Mooney v. Holohan*, 294 U.S. 103 (1935).

I also assert that the orders based on Magistrate Judge Shields' Order and Report and Recommendation, dated March 9 and 10, 2023 (the latter issued at midnight), are null and void. As established in *Marbury v. Madison*, 5 U.S. 137, 174, 176 (1803), “all laws which are repugnant to the Constitution are null and void.” Judge Shields abused her discretion by validating a critical issue without Due Process, improperly deeming an English-only, 2-page Non-Disclosure Agreement (NDA) valid, which shows a page signed solely by me on January 31, 2018. This page was not signed by Kevin Knipfing, a/k/a Kevin James, or Stephanieanna James-Knipfing, a/k/a Steffiana de la Cruz, collectively (“The Knipfings”), and lacks any connection to a broader “alleged agreement.” A second, manipulated version of this “NDA,” expanded to 7 pages, was presented to me on November 6, 2018—just four days after I filed my discrimination complaint—an act that constitutes clear retaliation, as noted in District Judge Gary R. Brown’s order at DE [30] (September 30, 2021). See DE [87] and DE [88], which include case law.

The NDA is invalid under several laws and precedents, including but not limited to New York law, specifically N.Y. General Obligations Law § 5-701, which requires certain agreements to be in writing and signed by the party to be charged. Both versions of the manipulated NDA, lacking the Defendants' signatures and dates, fail to meet these requirements and are therefore unenforceable. See Exhibits 11, 12, 13, and 14 - Amended Complaint, DE [8], pp. 85–97.

My wrongful termination, which followed the submission of my internal complaint of discrimination and abuse via email to The Knipfings on November 2, 2018, was executed through a fraudulent letter dated November 27, 2018, issued by Steve Savitsky and the fictitious entity Old Westbury LLC—created to evade accountability of my real employers, The Knipfings. This termination was based on fabricated reasons. See DE [30], [92], pp. 126–133 and DE [190].

The selective enforcement of the unenforceable NDA not Bound: On October 14, 2018, my coworker, Rebeca Uzategui (“Uzategui”), lured me into publicly discussing the family’s private matters in front of a witness. She also admitted to sharing the same information with teachers, family members, and friends while gathering witnesses for a joint complaint against Kevin James. Despite this, Uzategui faced no consequences. In contrast, I was retaliated against and terminated after filing my internal complaint in Good Faith. Even though Uzategui confirmed during the investigation on November 21, 2018, that she had publicly discussed the discrimination and abuses and had requested legal counsel, this investigation report was intentionally concealed in Bad Faith. It was only disclosed during discovery by Kevin James' counsel, GRSM, with Bates numbering DEFS_000020 to DEFS_000023 on August 1, 2022. See DE [30], [190].

This disparity strongly assert that my termination was retaliatory, not a legitimate enforcement of the unenforceable NDA. Under New York law, for a contract to be enforceable, there must be a “meeting of the minds” and mutual assent (see *Martin v. Camp*, 219 N.Y. 170, 114 N.E. 46 [1916]; *God’s Battalion of Prayer Pentecostal Church, Inc. v. Miele Assocs., LLP*, 6 N.Y.3d 371, 845 N.E.2d 1265 [2006]; N.Y. General Obligations Law § 5-701). See DE [92], pp. 126–133.

Additionally, I wish to bring to Your Honor's attention the principle established in **Bagley v. United States**, 473 U.S. 667 (1985), which emphasizes the obligation of judges to ensure that material evidence, including evidence of perjury, is properly considered to avoid prejudice.

This principle is particularly relevant to the ongoing conduct of the Defendants, whose fraudulent actions and false affidavits should be subjected to thorough judicial scrutiny to prevent further harm to my case and ensure Due Process.

The Defendants, with their high-profile counsel, GRSM, persist in making defamatory and baseless claims, labeling me in public as a "mentally disturbing woman"—all without a shred of medical evidence to back their reckless and damaging accusations—simply because I am fighting for transparency and accountability through documentary evidence. This unjust treatment is in glaring contrast to the Due Process afforded to others, including undocumented criminals and terrorists, only amplifying the profound injustice I am forced to endure. Kevin James and Stephanieanna James-Knipfing are fully aware that these allegations about my character are false.

I respectfully request an update on the status of DE [190], as while Chief Judge James E. Boasberg emphasizes "Due Process" in cases involving individuals such as the Tren de Aragua, criminal illegal aliens, or terrorists, I, as a U.S. citizen and taxpayer, continue to be deprived of my constitutional rights. It is unconscionable that the Court allows Kevin James, leveraging his celebrity status, and GRSM to persist in their attacks on me—a whistleblower protected under both federal and New York law—simply because I am a woman, Pro Se, and Hispanic. See DE [30].

I urge this Court to uphold the Due Process that I, as a U.S. citizen, am entitled to under the Constitution. I respectfully seek clarity on DE [190] to address the Defendants' fraud, perjury, witness tampering, and evidence suppression and to secure injunctive relief. If left unaddressed, the Defendants will continue to submit false affidavits and tamper with witnesses and evidence, further undermining Due Process and violating legal precedents in their Summary Judgment.

Respectfully submitted,

Dated: March 26, 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
lidia.orrego@justiceforlidia.nyc

CC: All parties via ECF and email.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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.

Defendants.

Affirmation of Service

20cv3361 (SJB) (AYS)

I, Lidia M. Orrego, declare under penalty of perjury that I served a copy of the attached letter dated March 26, 2025 Status of Motion to Stay and for Disqualification for Fraud, Perjury, Tampering with Witnesses and Evidence, Preliminary Injunction, and Protective Order (Docket Entry [DE] 190), filed on March 13, 2025 upon the defendant(s) or attorney whose physical address:

Law Firm Gordon Rees Scully Mansukhani, LLP
One Battery Park Plaza, 28th Floor
New York, NY 10004

Via ECF & Notice has been electronically mailed to: kminnahdonkoh@grsm.com;
kminnahdonkoh@gordonrees.com; dlrivera@grsm.com; pcella@grsm.com

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

Dated: March 26, 2025
Rego Park, New York

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

*** 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

D. Judge Sanket J. Bulsara

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 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).

-----X

**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

95-08 Queens Blvd Apart 3E

Rego Park, NY, 11374

Phone (347) 4532234

Email: liorrego@gmail.com

lidia.orrego@justiceforlidia.nyc

TABLE OF CONTENTS

I. INTRODUCTION

II. TABLE OF AUTHORITIES

III. LEGAL STANDARD

IV. ARGUMENT

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

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

C. Specific Violations Demonstrate Extreme Favoritism

1. Favoritism Before May 14, 2025

2. Favoritism After May 14, 2025

V. CONCLUSION

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 Uzategui'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
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).

-----X

**[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

*** Filed ***
07:22 AM, 18 Jun. 2025
U.S. 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

AMENDED

Hon. D. Judge Sanket J. Bulsara

EDNY 20CV3361 (SJB) (AYS)

NOTICE OF MOTION



**NOTICE OF MOTION TO VACATE ORDERS PURSUANT TO FRCP 60(b)(2), 60(b)(6),
AND 60(d)(3)**

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 60(b)(2), 60(b)(6), and 60(d)(3), and EDNY Local Civil Rule 7.1, Plaintiff Lidia M. Orrego, Pro Se, moves this Court, before the Honorable Sanket J. Bulsara, District Judge, at the United States Courthouse, **100 Federal Plaza, Central Islip, NY 11722, on a date and time to be set by the Court, for an order** vacating March 9, 2023, and March 10, 2023, orders of Magistrate Judge Anne Y. Shields (DE [87], DE [88]) and the March 28, 2023, order of District Judge Gary R. Brown adopting the Report and Recommendation (Exhibit 5) regarding Plaintiff's motions (DE [57], DE [65], DE [73], DE [74]). This motion is based on:

a. Newly Discovered Evidence: On June 8, 2025, I discovered I must file the NYS Labor Standards Complaint Form to demand unpaid wages (\$408,000), sick leave (\$1,200), health insurance (\$137,340), and workers' compensation (\$39,500) due to an invalid termination by a fraudulent letter from Old Westbury LLC, a "ghost corporation," sent from California by Steve Savitsky, not my employers. A May 14, 2025, legal opinion confirms the NDAs are void under New York law, contradicting DE [87]'s mid-discovery validation. See annexed Exhibit 1, pp. 1–8, 10–36.

b. **Fraud Upon the Court:** Defendants’ false NDA representations, backdated documents, and fraudulent termination letter, aided by DE [87], constitute fraud upon the court. See annexed Exhibit 1, pp. 10–36; Exhibit 7.

c. **Legal Errors:** DE [87] misapplies *Lugosch v. Pyramid Co.*, 435 F.3d 110 (2d Cir. 2006), and ignores precedents on mutual assent, retroactivity, and unconscionability. See annexed Exhibit 1, pp. 10–36.

d. **NYS Labor Law Violations:** Defendants violated NYLL §§ 162, 190, 191, 195(1)(a), 195(5), 195(6), 196-b, 215, 652, and WCL § 50 et seq., depriving me of wages, benefits, and medical attention. See annexed Exhibit 1, pp. 1–8.

e. **Aiding FRCP 11 Violations:** Defendants’ frivolous oppositions relying on void NDAs, aided by DE [87], violate FRCP 11(b). See annexed Exhibit 1, pp. 1–8.

f. **Exploitation of Pro Se Status:** Systematic abuse since January 2022, including ignoring objections and motions, demonstrates bias. See annexed Exhibit 5.

g. **Due Process Violations:** DE [87] and DE [88] deny DE [57] and DE [65] without addressing evidence, undermining fairness. See annexed Exhibit 5.

h. **Denial of Motions DE [73] and DE [74]: DE [87] and DE [88]** improperly deny Plaintiff’s Motion for Declaratory Judgment (DE [73]) and Amended Motion for Injunctive Relief and to Compel (DE [74]), ignoring evidence of Defendants’ fraud, retaliation, and discovery violations, and failing to address Plaintiff’s rights under 42 U.S.C. § 1981, NYSHRL, and FRCP 37 and 65. See annexed Exhibit 1, pp. 1–8, 10–36; Exhibit 6; Exhibit 7.

i. **Retaliatory Termination and Fraud:** Plaintiff, employed from January 31, 2018, to November 27, 2018, worked 70–88 hours per week, suffering Zantua’s racial discrimination (e.g., “stupid Mexican,” prohibiting Spanish). Her November 2, 2018, complaint triggered a fraudulent termination

letter on November 27, 2018, from a “ghost company,” violating NYLL §§ 195(6), 215, 740, NYSHRL § 296, and 18 U.S.C. §§ 1341, 1343. GRSM’s false filings (DE [22-3]) and witness tampering (DE [125]) prejudiced Plaintiff, warranting vacatur (*Andryeyeva v. New York Health Care, Inc.*, 33 N.Y.3d 152 (2019); *Weider v. Skala*, 80 N.Y.2d 628 (1992); *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944)). See annexed Exhibits 1, 5, 7, 9.

Plaintiff requests relief vacating DE [87], DE [88], and Exhibit 5, granting DE [57] and DE [65], and ordering further discovery. This motion is supported by the annexed Affirmation, Memorandum of Law, and **Exhibits 1–7**, listed as follows:

Exhibit 1: NYS Labor Standards Complaint Form (LS223), dated June 8, 2025, including:

1. Loft Legal Opinion, dated May 14, 2025 – Enforceability of Confidentiality Agreements.
2. Pay Stub – Lidia Orrego
3. Hiring Process Documents, dated February 6, 2018
4. United Healthcare Oxford Benefits, dated April 1, 2018.
5. United Healthcare Oxford Benefits, dated June 28, 2018.
6. Old Westbury EDDIE LLC Form 1095-B, Year 2018, dated December 3, 2018.
7. Complaint – Lidia Orrego, dated November 2, 2018.
8. Medical Certificate, dated November 2, 2018.
9. Termination Letter – Old Westbury LLC, dated November 27, 2018.
10. Report – Investigation WCB 2019-13141, dated November 4, 2019.
11. Report – Investigation Rebeca Uzcategui - dated November 21, 2018 and
Witness Manuela Orrego
12. General Declaration to Authenticate Legal Opinion – Notarized.

Exhibit 2: DE [30], dated September 30, 2021 – Hon. District Judge Gary R. Brown Decision & Order.

Exhibit 3: DE [87], dated March 9, 2023 – Order and Report and Recommendation, Docket 20-cv-3361.

Exhibit 4: DE [57], dated July 8, 2022 – Motion for Default Judgment.

Exhibit 5: Dated March 28, 2023 – EDNY 20-cv-03361-GRB-AYS, Order Adopting Report and Recommendations.

Exhibit 6: DE [73], dated February 13, 2023 – Plaintiff’s Motion for Declaratory Judgment.

Exhibit 7: DE [74], dated February 13, 2023 – Plaintiff’s Amended Motion for Injunctive Relief and to Compel.

Exhibit 8: DE [65] Dated August 12, 2022 Plaintiffs Motion Challenging Confidentiality Designation of Uzcategui Report.

Exhibit 9: DE [66] Dated August 22, 2022 Opposition to Plaintiffs Motion Challenging Confidentiality Designation of Uzcategui Report.

Exhibit 10: Dated May 20, 2025 Email - Request to Confer on Motion to Vacate Order (ECF [87], DE [65]) – Case 20-cv-03361-SJB-AYS.

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

Hon. D. Judge Sanket J. Bulsara

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 THE MOTION TO VACATE ORDERS

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

I am the pro se plaintiff in this action and submit this affirmation to support my motion to vacate Magistrate Judge Anne Y. Shields' March 9, 2023, and March 10, 2023, orders (DE [87], DE [88]) and District Judge Gary R. Brown's March 28, 2023, order (Exhibit 5) under FRCP 60(b)(2), 60(b)(6), and 60(d)(3), before District Judge Sanket J. Bulsara, against 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, and Teresa A. Zantua, based on new evidence, fraud upon the court, legal errors, NYS Labor Law violations, Defendants' FRCP 11 violations, and exploitation of my pro se status since January 2022.

a.New Evidence: On June 8, 2025, I discovered I must file the NYS Labor Standards Complaint Form to demand unpaid wages (\$408,000 for 340 weeks at \$1,200/week), sick leave (\$1,200 for 40 hours), health insurance (\$137,340), and workers' compensation (\$39,500) for injuries reported November 2, 2018, denied due to a fraudulent termination letter from Old

Westbury, LLC, a “ghost corporation,” sent from California by Steve Savitsky, not my employers, Kevin Knipfing and Stephanieanna James-Knipfing. I never received a valid termination letter from my employers, and under NYS law, I remain employed. A May 14, 2025, legal opinion from Loft Legal confirms the NDAs are void due to lack of mutual assent, fraudulent backdating, and retaliatory termination. This is the first unbiased legal opinion I secured, as the Defendants’ celebrity status and the case’s tainted nature prevented finding a lawyer since 2023. See annexed Exhibit 1, pp. 1–8, 10–36.

b. **Fraud Upon the Court:** Defendants misrepresented the NDAs’ validity, backdated them to January 31, 2018, and issued a fraudulent termination letter on November 27, 2018, from Old Westbury, LLC, falsely promising COBRA coverage and canceling health insurance in 3 days, violating NYLL § 195(6). They falsely denied Rebeca Uzcategui’s employment despite their counsel’s representation in QSC Index 706327/2021. Magistrate Judge Shields aided this fraud by validating NDAs mid-discovery in DE [87] and ignoring evidence of Defendants’ perjury. See annexed Exhibit 1, pp. 10–36; Exhibit 7.

c. **NYS Labor Law Violations:** Defendants violated:

- **NYLL § 162:** No 30-minute meal periods for 8.5–13.83-hour workdays.
- **NYLL §§ 190, 191:** Unpaid wages (\$408,000) for 340 weeks, irregular payments.
- **NYLL § 195(1)(a):** No pay rate notice.
- **NYLL § 195(5):** No minimum wage posters.
- **NYLL § 195(6):** Invalid termination notice, canceling health insurance in 3 days.
- **NYLL § 196-b:** No 326 hours of sick leave (\$1,200 owed).
- **NYLL § 215:** Retaliatory termination 25 days after the November 2, 2018, complaint.
- **NYLL § 652:** No minimum wage compliance.

- **WCL § 50 et seq.:** Denied workers' compensation for November 2, 2018, injuries, depriving medical attention.
- See annexed Exhibit 1, pp. 1–8.

d. **Legal Errors in DE [87]:** The order validates NDAs, misapplying *Lugosch v. Pyramid Co.*, 435 F.3d 110 (2d Cir. 2006), which addresses public access, not NDA enforceability. It ignores:

e. **Mutual Assent:** No “meeting of the minds” due to language barriers, no employer signatures, misrepresentation (*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)).

f. **Retroactivity:** Backdating without consent or consideration violates the *Estate of Anglin ex rel. Dwyer v. Estate of Kelley ex rel. Kelley*, 705 N.Y.S.2d 769 (4th Dep’t 2000).

g. **Unconscionability:** Blank signature pages and language issues void NDAs (*Kamel v. Ahgelian*, 179 N.Y.S.3d 692 (2d Dep’t 2022)).

h. **Ignored Precedents:** *Stonehill* and *Reyes* require objective intent, absent here. See annexed Exhibit 1, pp. 10–36.

i. **FRCP 11 Violations:** Defendants’ oppositions (DE [61], [66]) rely on void NDAs, misrepresenting facts, and violating FRCP 11(b)(1)–(3). DE [87] aids this lawfare. See annexed Exhibit 1, pp. 1–8.

j. **Exploitation of Pro Se Status:** Since January 2022, Magistrate Judge Shields ignored my objections (DE [57], DE [65]), denied motions without addressing evidence, and failed to sanction Defendants’ contempt, prejudicing my case. See annexed Exhibit 5; Exhibit 4.

k. **DE [57] and DE [65] Errors:** DE [87] denies my default judgment motion (DE [57]) despite Defendants’ discovery delays and my motion to remove confidentiality designations (DE

[65]), ignoring the Uzcategui Report’s public status and my authorized conduct. See annexed Exhibit 4; Exhibit 1, pp. 10–36.

1. **Due Process Violations:** DE [87] contradicts Judge Brown’s order, noting my NDA challenges, suppressing evidence, aiding fraud, and violating due process. See Exhibit 2.

m. **Denial of Motions DE [73] and DE [74]: DE [87] and DE [88] erroneously deny my Motion for Declaratory Judgment (DE [73])** and Amended Motion for Injunctive Relief and to Compel (DE [74]). DE [73] sought a declaration of my rights under 42 U.S.C. § 1981 and NYSHRL due to Defendants’ retaliation and hostile work environment, supported by evidence of fraudulently concealed documents and Ms. Uzcategui’s interview confirming discrimination by Defendant Teresa A. Zantua. DE [74] sought injunctive relief and sanctions under FRCP 37 and 65 for Defendants’ contempt of court orders and discovery violations, including an improper deposition notice. DE [87] fails to address this evidence and misapplies legal standards, prejudicing my claims. See annexed Exhibit 1, pp. 1–8, 10–36; Exhibit 6; Exhibit 7.

n. **From January 31, 2018, to November 27, 2018,** I worked 70–88 hours per week as a nanny and housekeeper at the Defendants’ residence, enduring Zantua’s racial discrimination (e.g., calling me “stupid Mexican,” prohibiting Spanish). My November 2, 2018, complaint led to a fraudulent termination letter on November 27, 2018, from a “ghost company,” sent via email and mail from California, falsely claiming COBRA eligibility and canceling insurance by date of November 30, 2018, violating NYLL §§ 195(6), 215, NYSHRL § 296, and 18 U.S.C. §§ 1341, 1343. GRSM’s false filings (DE [22-3], claiming I retracted my complaint) and January 30, 2025, defamatory attack, calling me a “mentally disturbing woman,” exploited my pro se status. GRSM’s conflict, representing my former counsel since 2012 while sabotaging my WCB case (G-2584330), prejudiced me (*Andryeyeva v. New York Health Care, Inc.*, 33 N.Y.3d 152 (2019); *Matter of New*

York City Transit Auth. v. State Div. of Human Rights, 78 N.Y.2d 207 (1991); Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238 (1944)). See annexed Exhibits 1, 5, 7, 9.

o. On May 20, 2025, I attempted to confer with Defendants' counsel, Gordon Rees Scully Mansukhani LLP, via email to Kuuku Minnah-Donkoh (kminnahdonkoh@grsm.com), requesting a good-faith discussion regarding this motion to vacate DE [87] and DE [88], as required by EDNY Local Civil Rule 7.1(a)(2) and Magistrate Judge Shields' Individual Practice Rules (Rule II.A). I sought GRSM's position by May 22, 2025, but received no response, demonstrating their non-responsiveness and further prejudicing my pro se efforts to resolve issues without court intervention (FRCP 60(b)(6); Erickson v. Pardus, 551 U.S. 89, 94 (2007)). See annexed Exhibit 10.

I certify this motion is made in good faith, supported by the Memorandum of Law and **Exhibits 1–7**, listed as follows:

Exhibit 1: NYS Labor Standards Complaint Form (LS223), dated June 8, 2025, including:

1. Loft Legal Opinion, dated May 14, 2025 – Enforceability of Confidentiality Agreements.
2. Pay Stub – Lidia Orrego
3. Hiring Process Documents, dated February 6, 2018
4. United Healthcare Oxford Benefits, dated April 1, 2018.
5. United Healthcare Oxford Benefits, dated June 28, 2018.
6. Old Westbury EDDIE LLC Form 1095-B, Year 2018, dated December 3, 2018.
7. Complaint – Lidia Orrego, dated November 2, 2018.
8. Medical Certificate, dated November 2, 2018.

9. Termination Letter – Old Westbury LLC, dated November 27, 2018.

10. Report – Investigation WCB 2019-13141, dated November 4, 2019.

11. Report – Investigation Rebeca Uzcategui - dated November 21, 2018 and

Witness Manuela Orrego

12. General Declaration to Authenticate Legal Opinion – Notarized.

Exhibit 2: DE [30], dated September 30, 2021 – Hon. District Judge Gary R. Brown
Decision & Order.

Exhibit 3: DE [87], dated March 9, 2023 – Order and Report and Recommendation,
Docket 20-cv-3361.

Exhibit 4: DE [57], dated July 8, 2022 – Motion for Default Judgment.

Exhibit 5: Dated March 28, 2023 – EDNY 20-cv-03361-GRB-AYS, Order Adopting
Report and Recommendations.

Exhibit 6: DE [73], dated February 13, 2023 – Plaintiff’s Motion for Declaratory
Judgment.

Exhibit 7: DE [74], dated February 13, 2023 – Plaintiff’s Amended Motion for Injunctive
Relief and to Compel.

Exhibit 8: DE [65] Dated August 12, 2022 Plaintiffs Motion Challenging Confidentiality
Designation of Uzcategui Report.

Exhibit 9: DE [66] Dated August 22, 2022 Opposition to Plaintiffs Motion Challenging
Confidentiality Designation of Uzcategui Report.

Exhibit 10: Dated May 20, 2025 Email - Request to Confer on Motion to Vacate Order
(ECF [87], DE [65]) – Case 20-cv-03361-SJB-AYS.

WHEREFORE, Plaintiff respectfully requests that the court GRANT, 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

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)

**MEMORANDUM OF LAW IN SUPPORT OF NOTICE OF MOTION TO VACATE
ORDERS PURSUANT TO FRCP 60(b)(2), 60(b)(6), AND 60(d)(3)**

Respectfully submitted,

Dated: June 17, 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.

TABLE OF CONTENTS

I. INTRODUCTION

II. LEGAL STANDARD

III. ARGUMENT

A. Newly Discovered Evidence Justifies Vacatur Under FRCP 60(b)(2)

B. Fraud Upon the Court Warrants Relief Under FRCP 60(d)(3)

C. NYS Labor Law Violations Establish Ongoing Employment and Support Vacatur

D. Legal Errors and Judicial Bias Constitute Extraordinary Circumstances Under FRCP 60(b)(6)

1. Misapplication of Lugosch

2. NDA Enforceability Errors

3. FRCP 11 Violations Enabled

4. Pro Se Exploitation

5. Due Process Violations

E. Denial of Motions DE [73] and DE [74] Was Prejudicial and Warrants Vacatur

1. DE [73] (Declaratory Judgment)

2. DE [74] (Injunctive Relief and Compel)

F. DE [57] and DE [65] Were Wrongly Denied and Should Be Granted

1. DE [57] (Default Judgment)

2. DE [65] (Remove Confidentiality Designations)

G. Relief Requested

IV. CONCLUSION

TABLE OF AUTHORITIES

Cases

- Andryeyeva v. New York Health Care, Inc., 33 N.Y.3d 152 (2019)
- Burgess v. Adams, 273 F. Supp. 2d 1151 (S.D.N.Y. 2003)
- Caterpillar Inc. v. Lewis, 519 U.S. 61 (1996)
- Domnister v. Exclusive Ambulette, Inc., 13 A.D.3d 373 (2d Dep’t 2004)
- EEOC v. Nat’l Cleaning Contractors, Inc., 1990 WL 115620 (S.D.N.Y. Aug. 7, 1990)
- Erickson v. Pardus, 551 U.S. 89 (2007)
- Estate of Anglin ex rel. Dwyer v. Estate of Kelley ex rel. Kelley, 705 N.Y.S.2d 769 (4th Dep’t 2000)
- Hedges v. Yonkers Racing Corp., 48 F.3d 1320 (2d Cir. 1995)
- Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238 (1944)
- Hernandez v. Chefs Diet Delivery, LLC, 81 A.D.3d 596 (2d Dep’t 2011)
- Kamel v. Ahgelian, 179 N.Y.S.3d 692 (2d Dep’t 2022)
- Kao v. Yao, 2020 NY Slip Op 31582(U) (Sup. Ct. N.Y. Cty. 2020)
- Kupferman v. Consol. Rsch. & Mfg. Corp., 459 F.2d 1072 (2d Cir. 1972)
- Lambert v. Schiller, 68 N.Y.S.3d 195 (3d Dep’t 2017)
- Liteky v. United States, 510 U.S. 540 (1994)
- Lugosch v. Pyramid Co., 435 F.3d 110 (2d Cir. 2006)
- Matter of New York City Transit Auth. v. State Div. of Human Rights, 78 N.Y.2d 207 (1991)
- Mullane v. Cent. Hanover Bank & Tr. Co., 339 U.S. 306 (1950)
- Pachter v. Bernard Hodes Group, Inc., 10 N.Y.3d 609 (2008)
- Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P’ship, 507 U.S. 380 (1993)
- Reyes v. Lincoln Auto. Fin. Servs., 861 F.3d 51 (2d Cir. 2017)
- Ryan v. Kellogg Partners Inst. Servs., 19 N.Y.3d 1 (2012)
- Stonehill Capital Mgmt., LLC v. Bank of the West, 45 N.Y.S.3d 864 (2016)
- United States v. Int’l Bhd. of Teamsters, 247 F.3d 370 (2d Cir. 2001)
- Vega v. Restani Constr. Corp., 18 N.Y.3d 499 (2012)
- Weider v. Skala, 80 N.Y.2d 628 (1992)

Statutes

- 18 U.S.C. § 1341
- 18 U.S.C. § 1343
- 26 C.F.R. § 54.4980B-4
- 42 U.S.C. § 1981
- NY Civil Practice Law and Rules (CPLR) § 213(8)
- NY Executive Law § 296 (NYSHRL)
- NY Insurance Law § 3221(m)
- NY Labor Law (NYLL) § 162
- NYLL § 170
- NYLL §§ 190, 191
- NYLL § 195(1)(a)
- NYLL § 195(5)
- NYLL § 195(6)
- NYLL § 196-b
- NYLL § 215
- NYLL § 740
- NYLL § 652
- NY Penal Law § 190.25
- NY Workers' Compensation Law (WCL) § 11
- WCL § 120

Rules

- Federal Rules of Civil Procedure (FRCP) 11(b)(1)–(3)
- FRCP 26
- FRCP 37(b)(2)(A)(vi)
- FRCP 60(b)(2)
- FRCP 60(b)(6)
- FRCP 60(d)(3)
- FRCP 65

I. INTRODUCTION

Plaintiff Lidia M. Orrego, pro se, moves under Federal Rules of Civil Procedure (FRCP) 60(b)(2), 60(b)(6), and 60(d)(3) before District Judge Sanket J. Bulsara to vacate Magistrate Judge Anne Y. Shields' March 9, 2023, and March 10, 2023, orders (DE [87], DE [88]) and District Judge Gary R. Brown's March 28, 2023, order adopting the Report and Recommendation (Exhibit 5) regarding Plaintiff's motions (DE [57], DE [65], DE [73], DE [74]) against 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, and Teresa A. Zantua (collectively, "Defendants").

From January 31, 2018, to November 27, 2018, Plaintiff, a domestic worker employed as a nanny and housekeeper in Defendants' private residence at 2 Spring Hill Lane, Old Westbury, NY 11568, worked 70–88 hours per week with six other employees and was subjected to pervasive racial discrimination, physical and emotional abuse, and retaliation by Defendant Teresa A. Zantua, unaddressed by Defendants.

On November 2, 2018, Plaintiff filed a complaint alleging these abuses, resulting in severe injuries, yet Defendants issued a fraudulent termination letter on November 27, 2018, from a non-existent "ghost company," signed by an unknown manager via email and mail from California, falsely claiming COBRA eligibility and canceling health insurance by November 30, 2018, without investigation, notice, mini-COBRA referral, or workers' compensation referral, violating the New York Domestic Workers' Bill of Rights, New York Labor Law (NYLL) §§ 195(6), 170, 198, 215, 740, New York State Human Rights Law (NYSHRL) § 296, New York Insurance Law § 3221(m), Workers' Compensation Law (WCL) §§ 11, 120, and federal laws including 18 U.S.C. §§ 1341, 1343. On June 8, 2025, Plaintiff discovered she must file the NYS Labor Standards Complaint Form

to demand unpaid wages (\$408,000), sick leave (\$1,200), health insurance (\$137,340), and workers' compensation (\$39,500) due to this invalid termination. A May 14, 2025, legal opinion confirms the non-disclosure agreements (NDAs) are void, exposing DE [87]'s erroneous NDA validation, fraud upon the court, legal errors, NYS Labor Law violations, FRCP 11 violations by Defendants' counsel, Gordon Rees Scully Mansukhani LLP (GRSM), exploitation of Plaintiff's Pro Se status, and due process violations. Vacatur is essential to remedy these injustices and ensure a fair proceeding. See annexed Exhibits 1, 5, 7.

II. LEGAL STANDARD

Under **FRCP 60(b)(2)**, a court may vacate an order based on "newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b)" and is material to the outcome (*United States v. Int'l Bhd. of Teamsters*, 247 F.3d 370, 392 (2d Cir. 2001)). Under **FRCP 60(b)(6)**, relief is granted for "any other reason that justifies relief," requiring extraordinary circumstances, such as judicial bias or due process violations (*Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 393 (1993)). Under **FRCP 60(d)(3)**, a court may set aside a judgment for "fraud on the court," involving egregious misconduct, like perjury or fabricated evidence, undermining judicial integrity (*Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238, 245–46 (1944); *Hadges v. Yonkers Racing Corp.*, 48 F.3d 1320, 1325 (2d Cir. 1995)). EDNY Local Civil Rule 7.1 requires a motion, affirmation, memorandum, and exhibits.

III. ARGUMENT

A. Newly Discovered Evidence Justifies Vacatur Under FRCP 60(b)(2)

On June 8, 2025, Plaintiff discovered the necessity to file the NYS Labor Standards Complaint Form to demand unpaid wages (\$408,000 for 340 weeks at \$1,200/week), sick leave

(\$1,200 for 326 hours), health insurance (\$137,340), and workers' compensation (\$39,500 for injuries reported November 2, 2018). Plaintiff, employed from January 31, 2018, to November 27, 2018, at Defendants' residence, worked 70–88 hours per week as a nanny and housekeeper, subjected to severe racial discrimination, physical, and emotional abuse by Zantua, unaddressed by Defendants.

On November 2, 2018, Plaintiff filed a complaint alleging these abuses, triggering retaliation via a fraudulent termination letter on November 27, 2018, from a non-existent “ghost company,” sent via email and mail from California, signed by an unknown manager, falsely claiming COBRA eligibility and canceling insurance by November 30, 2018, without investigation, notice, mini-COBRA, or workers' compensation referral, violating NYLL §§ 195(6), 170, 198, 215, 740, NYSHRL § 296, NY Insurance Law § 3221(m), WCL §§ 11, 120, and 18 U.S.C. §§ 1341, 1343. The May 14, 2025, Loft Legal opinion confirms the NDAs are void due to:

- Lack of Mutual Assent:** No “meeting of the minds” due to Plaintiff's limited English proficiency, absence of employer signatures, and coercion during onboarding, as Plaintiff signed blank pages (*Stonehill Capital Mgmt., LLC v. Bank of the West*, 45 N.Y.S.3d 864, 870 (2016); *Reyes v. Lincoln Auto. Fin. Servs.*, 861 F.3d 51, 58 (2d Cir. 2017)).

- Fraudulent Backdating:** NDAs backdated to January 31, 2018, without Plaintiff's consent or consideration, as no additional benefits were provided (*Lambert v. Schiller*, 68 N.Y.S.3d 195, 197 (3d Dep't 2017)).

- Retaliatory Termination:** Termination 25 days after Plaintiff's November 2, 2018, complaint about Zantua's racial discrimination (e.g., “stupid Mexican,” prohibiting Spanish) violates NYLL § 215 and NYSHRL § 296, corroborated by the Workers' Compensation Board (WCB) investigation (*Andryeyeva v. New York Health Care, Inc.*, 33 N.Y.3d 152 (2019); *Kao v. Yao*, 2020 NY Slip Op 31582(U)).

•This evidence, unavailable earlier due to Defendants’ concealment of Uzcategui’s interview until August 1, 2022, and Plaintiff’s inability to secure counsel due to Defendants’ celebrity status, directly contradicts DE [87]’s mid-discovery NDA validation. The fraudulent letter’s invalidity, supported by *Weider v. Skala*, 80 N.Y.2d 628 (1992), entitles Plaintiff to wages, overtime, and benefits, materially affecting the outcome of DE [57], DE [65], DE [73], and DE [74]. See annexed Exhibits 1, 2, 3, 5, 6, 7, 9.

B. Fraud Upon the Court Warrants Relief Under FRCP 60(d)(3)

Defendants, aided by DE [87]’s erroneous rulings, committed fraud upon the court through deliberate misconduct, as corroborated by GRSM’s unethical actions:

•**False NDA Claims:** Defendants misrepresented NDAs as valid in DE [61] and DE [66], despite their void status due to coercion, unsigned pages, and backdating, as confirmed by Loft Legal. GRSM falsely claimed Plaintiff’s recordings were not her property, ignoring her right to document misconduct (*EEOC v. Nat’l Cleaning Contractors, Inc.*, 1990 WL 115620, at *3 (S.D.N.Y. Aug. 7, 1990)).

•**Fraudulent Termination Letter:** On November 27, 2018, Defendants issued a letter from a non-existent “ghost company,” sent via email and mail from California, signed by an unknown manager, falsely promising COBRA coverage and canceling insurance by November 30, 2018, constituting mail and wire fraud (18 U.S.C. §§ 1341, 1343) and criminal impersonation (NY Penal Law § 190.25). GRSM’s affirmation in DE [22-3] falsely claimed Plaintiff retracted her November 2, 2018, complaint during a November 6, 2018, meeting, debunked by Plaintiff’s recording (*Weider v. Skala*, 80 N.Y.2d 628).

•**Perjurious Claims:** Defendants denied Rebeca Uzcategui’s employment in DE [66], despite GRSM’s representation of her in QSC Index 706324/2021, corroborated by her interview confirming

Zantua's racial slurs and emotional abuse. GRSM's June 3, 2023, opposition (DE [125]) falsely denied knowledge of Uzcategui's whereabouts, obstructing her deposition despite representing her (*Hadges v. Yonkers Racing Corp.*, 48 F.3d 1325).

•Magistrate Judge Shields perpetuated this fraud by validating NDAs in DE [87] without addressing Plaintiff's evidence of perjury, concealment of Uzcategui's interview, and the fabricated termination letter. Shields' denial of DE [57], DE [65], DE [73], and DE [74] ignored Uzcategui's corroboration of Zantua's misconduct (e.g., prohibiting Spanish, mocking accents) and GRSM's witness tampering, undermining judicial integrity (*Hazel-Atlas*, 322 U.S. at 245–46; *Kupferman v. Consol. Rsch. & Mfg. Corp.*, 459 F.2d 1072, 1078 (2d Cir. 1972)). Vacatur is required to restore fairness. See annexed Exhibits 1, 7, 9.

C. NYS Labor Law Violations Establish Ongoing Employment and Support Vacatur

Defendants' systemic violations of New York Labor Law, detailed in the NYS Labor Standards Complaint Form, confirm Plaintiff's ongoing employment status and entitlement to relief, ignored by DE [87]. From January 31, 2018, to November 27, 2018, Plaintiff worked 70–88 hours per week without overtime, meal breaks, or proper termination, suffering retaliation and injuries unaddressed by Defendants:

1. **NYLL § 162**: No 30-minute meal periods for 8.5–13.83-hour workdays, as shown by Plaintiff's timesheets.
2. **NYLL §§ 190, 191**: Unpaid wages (\$408,000) for 340 weeks, with irregular payments via Old Westbury EDDIE LLC, not Plaintiff's employer (*Ryan v. Kellogg Partners Inst. Servs.*, 19 N.Y.3d 1 (2012)).
3. **NYLL § 195(1)(a)**: No pay rate notice provided during hiring (*Pachter v. Bernard Hodes Group, Inc.*, 10 N.Y.3d 609 (2008)).

4. **NYLL § 195(5)**: No minimum wage posters displayed.
5. **NYLL § 195(6)**: Invalid termination notice from a “ghost company,” canceling health insurance in three days, violating written notice requirements.
6. **NYLL § 170 (Domestic Workers’ Bill of Rights)**: No written employment agreement or proper termination for a domestic worker, entitling Plaintiff to wages and overtime for 70–88 hours per week (*Andryeyeva v. New York Health Care, Inc.*, 33 N.Y.3d 152; *Kao v. Yao*, 2020 NY Slip Op 31582(U)).
7. **NYLL § 196-b**: No 326 hours of sick leave (\$1,200 owed), despite documented illness.
8. **NYLL § 215 and NYSHRL § 296**: Retaliatory termination 25 days after Plaintiff’s November 2, 2018, complaint about Zantua’s racial discrimination (e.g., “stupid Mexican,” prohibiting Spanish) (*Matter of New York City Transit Auth. v. State Div. of Human Rights*, 78 N.Y.2d 207 (1991)).
9. **NYLL § 740 (Whistleblower Protection)**: Retaliation for reporting illegal acts, including Zantua’s abuse, supports reinstatement and damages.
10. **NYLL § 652**: No minimum wage compliance for excessive hours (*Vega v. Restani Constr. Corp.*, 18 N.Y.3d 499 (2012)).
11. **WCL § 11**: No workers’ compensation coverage for injuries sustained working 40+ hours per week, including knee, wrist, and PTSD (*Domnister v. Exclusive Ambulette, Inc.*, 13 A.D.3d 373 (2d Dep’t 2004)).
12. **WCL § 120**: Retaliation for reporting injuries on November 2, 2018, supports damages and reinstatement (*Hernandez v. Chefs Diet Delivery, LLC*, 81 A.D.3d 596 (2d Dep’t 2011)).

13. **NY Insurance Law § 3221(m) (Mini-COBRA):** No continuation coverage notice for a household with six employees, with false COBRA claims in the termination letter (*Burgess v. Adams*, 273 F. Supp. 2d 1151 (S.D.N.Y. 2003)).

14. DE [87]’s failure to address these violations, evidenced by Plaintiff’s pay stubs, medical records, and WCB findings, supports vacatur, as it disregards Plaintiff’s ongoing employment status under NYS law and entitlement to wages, overtime, and medical costs (*Ryan*, 19 N.Y.3d 1; *Andryeyeva*, 33 N.Y.3d 152). See annexed Exhibits 1, 2, 3, 6, 7.

D. Legal Errors and Judicial Bias Constitute Extraordinary Circumstances Under FRCP 60(b)(6)

DE [87] contains egregious legal errors, facilitated Defendants’ FRCP 11 violations, and exploited Plaintiff’s Pro Se status as a Hispanic woman with limited English proficiency, constituting extraordinary circumstances warranting vacatur:

1. **Misapplication of *Lugosch*:** Magistrate Judge Shields misapplied *Lugosch v. Pyramid Co.*, 435 F.3d 110 (2d Cir. 2006), in DE [87] because *Lugosch* addresses public access to judicial documents, not NDA enforceability. Shields used it to validate NDAs mid-discovery, ignoring their void status due to fraud, lack of mutual assent, and retaliatory termination, as evidenced by coerced signatures, backdating, and the fraudulent termination letter sent via email and mail from California. See annexed Exhibits 1, 3, 7.

2. **NDA Enforceability Errors:** DE [87] disregards controlling precedents requiring mutual assent, evidenced by a “meeting of the minds” absent here due to Plaintiff’s language barriers and Defendants’ coercion (*Stonehill Capital Mgmt., LLC v. Bank of the West*, 45 N.Y.S.3d 864, 870 (2016); *Reyes v. Lincoln Auto. Fin. Servs.*, 861 F.3d 51, 58 (2d Cir. 2017)). It ignores prohibitions on retroactive contracts without consent or consideration (*Estate of Anglin ex rel. Dwyer v. Estate of*

Kelley ex rel. Kelley, 705 N.Y.S.2d 769 (4th Dep’t 2000)) and voiding unconscionable agreements due to Plaintiff’s coerced signing of blank pages (*Kamel v. Ahgelian*, 179 N.Y.S.3d 692 (2d Dep’t 2022)). Shields failed to consider Plaintiff’s evidence of fraud and coercion. See annexed Exhibits 1, 3.

3. **FRCP 11 Violations Enabled:** Defendants’ oppositions (DE [61], DE [66]) falsely claimed NDA validity, asserting “greater expectation of privacy,” and denied Uzcategui’s employment, despite GRSM’s representation in QSC Index 706324/2021. GRSM’s DE [22-3] falsely alleged Plaintiff retracted her November 2, 2018, complaint, contradicted by her recording. These misrepresentations, violating FRCP 11(b)(1)–(3), were enabled by DE [87]’s acceptance without scrutiny, prejudicing Plaintiff. See annexed Exhibits 1, 9.

4. **Pro Se Exploitation:** Since January 2022, Shields exhibited bias by ignoring Plaintiff’s objections to DE [57], DE [65], DE [64], and DE [69]. Shields failed to address GRSM’s illegal deposition notice of February 9, 2023, which violated her August 16, 2022, order requiring conferral, remote options, and a Spanish interpreter. GRSM’s January 30, 2025, defamatory attack, calling Plaintiff a “mentally disturbing woman” during QSC Index 706324/2021 oral arguments, exploited her vulnerability as a Hispanic Pro Se litigant with limited English, causing emotional distress. GRSM’s conflict of interest, representing Plaintiff’s former counsel since 2012 while sabotaging her WCB case (G-2584330), further prejudiced her. Shields’ failure to sanction GRSM’s misconduct or accommodate Plaintiff’s language needs violates judicial impartiality (*Liteky v. United States*, 510 U.S. 540, 555 (1994); *Erickson v. Pardus*, 551 U.S. 89, 94 (2007)). See annexed Exhibits 4, 7, 8.

5. **Due Process Violations:** DE [87] contradicts Judge Brown’s findings questioning NDA validity, suppresses evidence of Defendants’ fraud, including the fraudulent termination letter and concealed Uzcategui interview, and denies Plaintiff’s motions without substantive review. This

deprived Plaintiff of a fair hearing, violating due process (*Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950); *Caterpillar Inc. v. Lewis*, 519 U.S. 61, 75 (1996)). See annexed Exhibits 1, 2, 7.

E. Denial of Motions DE [73] and DE [74] Was Prejudicial and Warrants Vacatur

DE [87] and DE [88] erroneously deny Plaintiff's Motion for Declaratory Judgment (DE [73]) and Amended Motion for Injunctive Relief and to Compel (DE [74]), compounding the prejudice from DE [87]'s legal errors and bias. From January 31, 2018, to November 27, 2018, Plaintiff suffered Zantua's racial discrimination (e.g., "stupid Mexican," prohibiting Spanish), unaddressed by Defendants, leading to her November 2, 2018, complaint. Defendants retaliated with a fraudulent termination letter 25 days later, violating NYLL § 215 and NYSHRL § 296 (*Matter of New York City Transit Auth. v. State Div. of Human Rights*, 78 N.Y.2d 207):

1. **DE [73] (Declaratory Judgment):** Plaintiff sought a declaration of her rights under 42 U.S.C. § 1981 and NYSHRL, substantiated by Defendants' retaliation and hostile work environment. Evidence includes Zantua's racial slurs and abuse, corroborated by Uzategui's interview, concealed by Defendants until August 1, 2022, Plaintiff's complaint triggering retaliation, and a two-hour Uzategui recording delivered to Knipfing on November 8, 2018. DE [87] ignored this evidence, misapplied *Lugosch*, and failed to address Defendants' fraud, such as denying Uzategui's employment in DE [66] despite GRSM's representation in QSC Index 706324/2021. This denial prevented Plaintiff from establishing her federal and state claims, warranting vacatur under FRCP 60(b)(6) (*Mullane*, 339 U.S. at 314). See annexed Exhibits 1, 5, 6, 9.

2. **DE [74] (Injunctive Relief and Compel):** Plaintiff sought injunctive relief under FRCP 65 to halt Defendants' contempt, fraud, and perjury, and sanctions under FRCP 37 for discovery violations, including an illegal deposition notice dated February 9, 2023, sent 18 days before the

February 28, 2023, deadline, violating Shields' August 16, 2022, order requiring conferral, remote options, and an interpreter. DE [74] cited Defendants' concealment of Uzcategui's interview and Plaintiff's interview transcript, which corroborated Zantua's misconduct and Defendants' fraud. DE [87] dismissed DE [74] without addressing Defendants' contempt or discovery delays, misapplied *Lugosch*, and ignored Plaintiff's evidence, including the fraudulent termination letter's false COBRA claims (*Burgess v. Adams*, 273 F. Supp. 2d 1151). Vacatur is required to remedy this injustice (*Hazel-Atlas*, 322 U.S. at 245–46). See annexed Exhibits 1, 7.

F. DE [57] and DE [65] Were Wrongly Denied and Should Be Granted

1. **DE [57] (Default Judgment):** Plaintiff sought default judgment due to Defendants' willful discovery delays, including withholding Uzcategui's interview and Plaintiff's interview transcript until August 1, 2022, four years after her termination. These delays violated FRCP 26, as Defendants concealed evidence critical to Plaintiff's retaliation and discrimination claims. DE [87]'s denial of DE [57] ignored Defendants' bad faith, warranting default judgment under FRCP 37(b)(2)(A)(vi) (*Caterpillar*, 519 U.S. at 75). See annexed Exhibits 1, 4, 6.

2. **DE [65] (Remove Confidentiality Designations):** Plaintiff sought to remove confidentiality designations on the Uzcategui Report, disclosed in QSC Index 706324/2021 and thus public, and invalid due to void NDAs. GRSM's DE [66] falsely claimed the report was not public and relied on NDAs, misrepresenting facts.

DE [87]'s denial of DE [65] misapplied *Lugosch* and ignored Plaintiff's evidence, preventing her from using critical evidence to prove Zantua's discrimination. Granting DE [65] is necessary to ensure a fair trial. See annexed Exhibits 1, 3, 8, 9.

G. Relief Requested

Plaintiff respectfully requests the Court vacate DE [87], DE [88], and Exhibit 5, grant DE [57], DE [65], DE [73], and DE [74], order further discovery with accommodations for Plaintiff's Pro Se status and language needs (e.g., Spanish interpreter), and provide equitable relief, including sanctions and damages (\$408,000 wages, \$39,500 workers' compensation, \$137,340 health insurance, \$1,200 sick leave), to remedy the exploitation of Plaintiff's Pro Se status and Defendants' misconduct (*Erickson v. Pardus*, 551 U.S. 89, 94 (2007)).

IV. CONCLUSION

Plaintiff respectfully requests the Court grant this motion, vacate DE [87], DE [88], and Exhibit 5, grant DE [57], DE [65], DE [73], and DE [74], order further discovery, and provide such other relief as is just to ensure fairness in this proceeding.

WHEREFORE, Plaintiff respectfully requests that the court GRANT the within this 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
Plaintiff Pro Se
95-08 Queens Blvd Apart 3E
Rego Park, NY, 11374
Phone (347) 4532234
Email: liorrego@gmail.com
lidia.orrego@justiceforlidia.nyc

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

Lidia M. Orrego

Plaintiff,

-against-

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)

PROPOSED ORDER

Upon the Motion to Vacate Orders filed by Plaintiff Lidia M. Orrego, pro se, pursuant to Federal Rules of Civil Procedure 60(b)(2), 60(b)(6), and 60(d)(3), seeking to vacate the March 9, 2023, and March 10, 2023, orders of Magistrate Judge Anne Y. Shields (DE [87], DE [88]) and the March 28, 2023, 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, and Teresa A. Zantua, and upon consideration of Plaintiff's Notice of Motion, Affirmation, Memorandum of Law, and annexed Exhibits 1–7, including the NYS Labor Standards Complaint Form with the May 14, 2025, Loft Legal opinion (Exhibit 1, pp. 1–8, 10–36), and Defendants' response, if any, and the entire record in this case, and for good cause shown, the Court finds as follows:

a. Newly Discovered Evidence (FRCP 60(b)(2)): Plaintiff has presented newly discovered evidence that could not have been discovered with reasonable diligence before the challenged orders were issued. On June 8, 2025, Plaintiff discovered the necessity to file the NYS Labor Standards Complaint Form to demand unpaid wages (\$408,000), paid sick leave (\$1,200), health insurance (\$137,340), and workers' compensation (\$39,500) due to an invalid termination letter issued by Old

Westbury LLC, a “ghost corporation,” sent from California by Steve Savitsky, not Plaintiff’s employers, Kevin and Stephanieanna Knipfing. The May 14, 2025, Loft Legal opinion confirms the NDAs are void under New York law due to lack of mutual assent, fraudulent backdating, and retaliatory termination. This evidence is material and likely to change the outcome of Plaintiff’s motions (DE [57], DE [65]) by demonstrating the NDAs’ invalidity and Plaintiff’s ongoing employment status under NYS law. See annexed Exhibit 1, pp. 1–8, 10–36.

b.Fraud Upon the Court (FRCP 60(d)(3)): Defendants engaged in fraud upon the court by misrepresenting the validity of the NDAs, backdating them to January 31, 2018, and issuing a fraudulent termination letter on November 27, 2018, from Old Westbury LLC, falsely promising COBRA coverage and canceling health insurance in three days, in violation of N.Y. Labor Law § 195(6). Defendants also falsely denied Rebeca Uzcategui’s employment, despite their counsel’s representation of her in QSC Index 706327/2021. Magistrate Judge Shields’ acceptance of these misrepresentations in DE [87] aided this fraud, undermining the integrity of the judicial process. See annexed Exhibit 1, pp. 10–36; Exhibit 7.

c.NYS Labor Law Violations: Defendants violated multiple provisions of New York Labor Law, as detailed in Exhibit 1, including:

- **NYLL § 162:** Failure to provide 30-minute meal periods for workdays of 8.5–13.83 hours.
- **NYLL §§ 190, 191:** Failure to pay wages (\$408,000) for 340 weeks and irregular payments.
- **NYLL § 195(1)(a):** Failure to provide a pay rate notice.
- **NYLL § 195(5):** Failure to post minimum wage notices.
- **NYLL § 195(6):** Issuance of an invalid termination notice.
- **NYLL § 196-b:** Failure to provide 326 hours of paid sick leave (\$1,200 owed).
- **NYLL § 215:** Retaliatory termination 25 days after Plaintiff’s November 2, 2018, complaint.

- **NYLL § 652:** Failure to comply with minimum wage requirements.
- **WCL § 50 et seq.:** Denial of workers' compensation for injuries reported on November 2, 2018, depriving Plaintiff of medical attention.
- These violations support vacatur, as DE [87] and DE [88] fail to address Plaintiff's ongoing employment status and the fraudulent termination. See annexed Exhibit 1, pp. 1–8.

d. **Legal Errors (FRCP 60(b)(6)):** The March 9, 2023, order (DE [87]) contains significant legal errors, including the misapplication of *Lugosch v. Pyramid Co.*, 435 F.3d 110 (2d Cir. 2006), which pertains to public access to judicial documents, not NDA enforceability. DE [87] also ignores controlling precedents on 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)), retroactivity (*Estate of Anglin ex rel. Dwyer v. Estate of Kelley ex rel. Kelley*, 705 N.Y.S.2d 769 (4th Dep't 2000)), and unconscionability (*Kamel v. Ahgelian*, 179 N.Y.S.3d 692 (2d Dep't 2022)). These errors prejudiced Plaintiff's claims and warrant relief under FRCP 60(b)(6). See annexed Exhibit 1, pp. 10–36.

e. **Aiding FRCP 11 Violations:** Defendants' oppositions (DE [61], [66]) relied on void NDAs and contained misrepresentations, violating FRCP 11(b)(1)–(3). DE [87]'s acceptance of these filings exacerbated the prejudice to Plaintiff. See annexed Exhibit 1, pp. 1–8.

f. **Exploitation of Pro Se Status:** Since January 2022, Magistrate Judge Shields systematically ignored Plaintiff's objections to DE [57] and DE [65], denied motions without addressing evidence, and failed to sanction Defendants' discovery delays and contempt, demonstrating bias and prejudicing Plaintiff's case. This constitutes extraordinary circumstances justifying relief under FRCP 60(b)(6). See annexed Exhibit 5; Exhibit 4.

g. **Due Process Violations:** DE [87] and DE [88] denied Plaintiff's motions (DE [57], DE [65]) without addressing critical evidence, contradicted Judge Brown's prior findings on the NDAs' validity, and suppressed the Uzcategui Report, violating Plaintiff's due process rights (*Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950)). See annexed Exhibit 2.

h. **DE [57] and DE [65] Merits:** Plaintiff's motion for default judgment (DE [57]) was improperly denied, as Defendants' persistent discovery delays warranted sanctions under FRCP 37(b)(2)(A)(vi). Plaintiff's motion to remove confidentiality designations (DE [65]) was also improperly denied, as the Uzcategui Report is public, and the NDAs are void, negating any basis for confidentiality. See annexed Exhibit 4; Exhibit 1, pp. 10–36.

i. **Denial of Motions DE [73] and DE [74]: DE [87] and DE [88]** erroneously deny Plaintiff's Motion for Declaratory Judgment (DE [73]) and Amended Motion for Injunctive Relief and to Compel (DE [74]). DE [73] sought a declaration of Plaintiff's rights under 42 U.S.C. § 1981 and NYSHRL due to Defendants' retaliation and hostile work environment, supported by evidence of fraudulently concealed documents and Ms. Uzcategui's interview confirming discrimination by Defendant Teresa A. Zantua. DE [74] sought injunctive relief under FRCP 65 and sanctions under FRCP 37 for Defendants' contempt of court orders and discovery violations, including an improper deposition notice. DE [87]'s failure to address this evidence and misapplication of legal standards prejudiced Plaintiff, warranting vacatur under FRCP 60(b)(6). See annexed Exhibit 1, pp. 1–8, 10–36; Exhibit 6; Exhibit 7.

j. **Retaliatory Termination and Fraud:** Plaintiff, employed from January 31, 2018, to November 27, 2018, worked 70–88 hours per week, suffering Zantua's racial discrimination (e.g., “stupid Mexican,” prohibiting Spanish). Her November 2, 2018, complaint triggered a fraudulent termination letter on November 27, 2018, from a “ghost company,” violating NYLL §§ 195(6), 215, and

NYSHRL § 296. GRSM's false filings (DE [22-3]) and witness tampering (DE [125]) prejudiced Plaintiff, warranting vacatur under FRCP 60(b)(6) and 60(d)(3) (*Andryeyeva v. New York Health Care, Inc.*, 33 N.Y.3d 152 (2019); *Weider v. Skala*, 80 N.Y.2d 628 (1992); *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306 (1950)). See annexed Exhibits 1, 5, 7, 9.

IT IS HEREBY ORDERED that:

1. Plaintiff's Motion to Vacate Orders pursuant to FRCP 60(b)(2), 60(b)(6), and 60(d)(3) is **GRANTED**.

2. The March 9, 2023, and March 10, 2023, orders of Magistrate Judge Anne Y. Shields (DE [87], DE [88]) and the March 28, 2023, order of District Judge Gary R. Brown adopting the Report and Recommendation (Exhibit 5) are **VACATED**.

3. Plaintiff's Motion for Default Judgment (DE [57]) is **GRANTED**, and the Clerk of Court is directed to enter default judgment against 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, and Teresa A. Zantua for their failure to comply with discovery obligations, subject to further proceedings to determine damages.

4. Plaintiff's Motion to Remove Confidentiality Designations (DE [65]) is **GRANTED**, and the Uzcategui Report and related documents are deemed non-confidential, as the NDAs are void and the report is public in state proceedings.

5. Plaintiff's Motion for Declaratory Judgment (DE [73]) and Amended Motion for Injunctive Relief and to Compel (DE [74]) are **GRANTED**. The Court declares Plaintiff's rights under 42 U.S.C. § 1981 and NYSHRL were violated by Defendants' retaliation and hostile work environment, and Defendants are enjoined from further contempt, fraud, or discovery violations, with sanctions to be determined in further proceedings.

6. The parties are directed to engage in further discovery to address Plaintiff's claims, including unpaid wages, benefits, and workers' compensation, as outlined in the NYS Labor Standards Complaint Form (Exhibit 1). The Court refers discovery to a Magistrate Judge, other than Magistrate Judge Anne Y. Shields, for supervision, with a discovery schedule to be set within **30 days** of this order.

7. The Court finds that the NDAs are void under New York law, consistent with the Loft Legal opinion (Exhibit 1, pp. 10–36), and Defendants are barred from relying on them in this action.

8. Plaintiff, as a pro se litigant, is entitled to equitable relief to remedy the exploitation of her status and ensure a fair proceeding (*Erickson v. Pardus*, 551 U.S. 89, 94 (2007)). The Court reserves jurisdiction to award further relief, including sanctions or costs, as may be appropriate.

9. Defendants shall file any response to the issue of damages or further proceedings within **21 days** of this order, and Plaintiff may reply within **14 days** thereafter.

10. The Clerk of Court is directed to serve a copy of this order on all parties via ECF and mail to Plaintiff at 95-08 Queens Blvd., Apt. 3E, Rego Park, NY 11374.

SO ORDERED.

Date: _____, 2025
Central Islip, New York

/s/ _____
Hon. Sanket J. Bulsara
United States District Judge

EXHIBIT 10

*** Filed ***
11:14 AM, 01 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 For Adjournment Of Summary Judgment Deadline, Status Update, Leave
To File Amended Documents Or Supplemental Certifications, And Briefing Schedule**

Dear Hon. Judge Bulsara:

I, Lidia M. Orrego, Pro Se Plaintiff in Case No. 20cv3361 (SJB)(AYS), respectfully request, to ensure procedural fairness, an adjournment of the summary judgment deadline, a status update on pending motions, leave to file amended documents or supplemental certifications, and the establishment of a briefing schedule in the interest of justice, to address these matters in an efficient and impartial manner (see Exhibit 1):

(1) A **60-day adjournment** of the summary judgment schedule (motion due July 9, 2025; opposition due Aug. 13, 2025; reply due Sept. 3, 2025, DE [195]) under FRCP 56(d), as pending rulings on motions—**DE [165]** (filed August 3, 2023), **DE [190]**, **DE [192]**, **DE [193]**, **DE [194]**, **DE [196]**, **DE [198]** (filed March–June 2025), and **DE [pending]** (Renewed Motion for Declaratory Relief, filed June 30, 2025, to narrow Summary Judgment issues and support judicial notice, Exhibit 5)—prove my claims, damages, and will narrow the case. Newly discovered evidence of forged signatures in deposition documents (filed June 30, 2025, **DE [pending]**, 3,396 words, “Certification Word Count: 3,396,” Exhibit 2) pursuant to Judge Brown’s March 28, 2023, Order (Exhibit 2) evidence Defendants’ counsel’s fraud. The ~249+ exhibits (**DE [165]**, Exhibit 3), likely to increase due to FOIL/FOIA disclosures, include ~6,000 pages, 26+ recordings, 821+ pictures, 172+ videos, requiring additional time for review. Additional factors include my relative’s illness (known to Defendants’ counsel, requiring medical bill payments), financial

hardship, deteriorating health, and related litigation (EDNY Case No. 23-CV-6507; WCB Case No. G-2584330; Appellate Division Case No. 535740).

(2) A **status update** on pending motions—**DE [165]** (Letter Motion for Instructions to Submit Evidentiary Records, filed August 3, 2023, Exhibit 3), **DE [190]** (Motion to Stay Order of March 3, 2025, Disqualify Gordon Rees Scully Mansukhani, LLP (GRSM) for ethical violations, conflict of interest, fraud, perjury, organized crime under FRCP Rules 11, 65, Local Rules 1.4, 7.1, 83.1, 11.1, NYRPC Rules 1.7, 1.9, 1.10, 3.3, 3.4, and for permanent injunction and protective order under FRCP 26(c), 2,974 words, filed March 13, 2025), **DE [192]** (Plaintiff’s Objection to Defendants’ Letter DE [191], filed March 17, 2025, alleging due process and equal protection violations), **DE [193]** (Letter, filed March 26, 2025), **DE [194]** (Pre-Motion Letter for Conference, filed May 9, 2025), **DE [196]** (Second Motion to Recuse Magistrate Judge Anne Y. Shields, 1,697 words, filed June 17, 2025, for aiding fraud by validating NDAs mid-discovery in **DE [87]** and ignoring evidence of Defendants’ perjury), **DE [198]** (Amended Motion to Vacate Orders DE [87] and DE [88], 2,938 words, filed June 17, 2025), and **DE [pending]** (Renewed Motion for Declaratory Relief, filed June 30, 2025, to narrow Summary Judgment issues and support judicial notice, Exhibit 5)—unanswered since March 13, 2025, raising due process concerns per *Bagley v. United States*, 473 U.S. 667 (1985), while Defendants’ letter (DE [195], filed May 23, 2025) was answered on May 27, 2025 (Exhibit 1).

(3) **Leave to file amended DE [190], DE [196], and DE [198]** to include word count certifications (“Certification Word Count: 2,974” for **DE [190]**, “1,697” for **DE [196]**, “2,938” for **DE [198]**), compliant with Local Civil Rule 7.1 and SJB-MLR, Section VI.E, or, alternatively, instructions to file supplemental certifications separately to avoid refileing extensive documents, with leniency for prior omissions as a pro se litigant under *Erickson v. Pardus*, 551 U.S. 89, 94

(2007), and *Haines v. Kerner*, 404 U.S. 519, 520 (1972), due to financial hardship, health issues, and related litigation. Please confirm if **DE [190]** requires a proposed order per Section VI.A.

(4) A **briefing schedule** for all pending motions (**DE [165], DE [190], DE [192], DE [193], DE [194], DE [196], DE [198], DE [pending]**) under FRCP 7(b) and Local Rule 7.1, as none has been set since March 13, 2025.

I request guidance on filing voluminous evidence (~6,000 pages, 249+ exhibits likely to increase due to FOIL/FOIA disclosures, digital media, **DE [165]**, Exhibit 3) via FTP link per Section II.D, updated since August 3, 2023, per Magistrate Judge Shields' July 5, 2022, Order (Exhibit 4) and Judge Brown's April 10, 2023, Order (DE [108], Exhibit 5). I reserve all rights.

Date Filed	#	Docket Text
07/05/2022		SCHEDULING ORDER: As set forth on the record during the conference held today, the Court clarifies that a hostile work environment claim remains against Mr. Knipping. Further, Plaintiff has agreed that all service in this matter may proceed via email. The following Phase I discovery schedule was entered: By August 1, 2022, the parties shall exchange all documents/recordings/video relating to Plaintiff's employment. The production shall include, but is not limited to, the non-disclosure agreement executed by Plaintiff, all documents referenced in Plaintiff's amended complaint such as the relevant portions of her diary, as well as Plaintiffs November complaint to Mr. Knipping, and any emails and text messages, as well as any other documents relating to Plaintiff's employment. To be clear, these documents are to be exchanged by all parties regardless of how that party came into possession of the document. On August 15, 2022, the parties are directed to submit one joint status letter setting forth whether this paper discovery has been completed. Defendants shall file the joint status letter. Upon receipt of the August 15, 2022 joint status letter the Court will enter an order as to the remainder of discovery so that this case can proceed. If the parties need additional time, they are directed to communicate with each other via email, and after reaching an agreement, submit a letter notifying this Court as to their agreement. So Ordered by Magistrate Judge Anne Y. Shields on 7/5/2022. (Mucciaccio, Dina) (Entered: 07/05/2022)
07/05/2022	<u>56</u>	Minute Entry for proceedings held before Magistrate Judge Anne Y. Shields:Initial Conference Hearing held on 7/5/2022 (FTR Log #10:50-11:23.) (Torres, Jasmine) (Entered: 07/06/2022)

Thank you for your guidance and consideration.

Respectfully submitted,

Dated: July 1, 2025
Rego Park, New York

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

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: 722 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.

EXHIBIT 1

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
03/03/2025	189	ORDER: Plaintiff has moved to lift the stay in this case and reinstate nine administratively terminated motions 186 . For the reasons stated in the attached, the motion to lift the stay is granted. The motion to reinstate Plaintiff's prior motions is denied. The parties are directed to meet and confer and submit a proposed schedule for the completion of discovery to Judge Shields by 3/17/2025 . So Ordered by Judge Sanket J. Bulsara on 3/3/2025. (MPG) (Entered: 03/03/2025)
03/13/2025	190	MOTION to Stay , MOTION to Disqualify Counsel , MOTION for Preliminary Injunction , MOTION for Temporary Restraining Order by Lidia M. Orrego. (GO) (Entered: 03/13/2025)
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 for <i>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)

PACER Service Center

Transaction Receipt

EXHIBIT 2

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
03/28/2023		ORDER ADOPTING REPORT AND RECOMMENDATIONS for 73 Motion for Declaratory Judgment filed by Lidia M. Orrego, 77 Motion to Change Venue filed by Lidia M. Orrego, adopting 87 Report and Recommendations. Presently before the Court is the Report and Recommendation dated March 9, 2023, DE 87, of United States Magistrate Judge Anne Y. Shields recommending that Plaintiff's motions for a declaratory judgment in her favor, and the motion to change venue to the Brooklyn Courthouse, be denied. In reviewing a Report and Recommendation, the district court "may accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge." 28 U.S.C. § 636(b)(1). Where a party makes specific and timely objections to a Magistrate Judge's findings or recommendations as to dispositive motions, the district court must apply a de novo standard of review to the portions of the Report and Recommendation to which the objection is made. Fed. R. Civ. P. 72(b); <i>see LLC v. Doe 3</i>, 604 F.3d 110, 116 (2d Cir. 2010); <i>see also</i> 28 U.S.C. § 636(b)(1). However, "general or conclusory objections, or objections which merely recite the same arguments presented to the magistrate judge, are reviewed for clear error." <i>Caldarola v. Town of Smithtown</i>, No. 09-cv-272, 2011 U.S. Dist. LEXIS 37280, at *1 (E.D.N.Y. Apr. 4, 2011). On March 22, 2023, Plaintiff requested eight additional days to file her objections to the Report and Recommendation. DE 99. Whereas Plaintiff already filed objections to the Report and Recommendation on March 23 and March 24, 2023, <i>see</i> DEs 101, 105, the request for an extension of time is denied as moot. In her objections, Plaintiff argues that Magistrate Judge Anne Y. Shields "misapplied" the concept of the Plaintiff's motion for Declaratory Relief in order to protect the Defendant, <i>see</i> DE 101 at 5, and that transferring this case to Brooklyn would be a "win-win" because the Plaintiff will "try to seek justice in a forum that protects the working class" and "this Court will not have to deal with Plaintiff whom it has been rejecting after September 30, 2021," <i>see</i> DE 105 at 6. Although de novo review is not required, the Court has conducted a de novo review of the Report and Recommendation, and having reviewed the motion papers, the applicable law, and having conducted a careful review of the Report and Recommendation de novo, the Court has determined that Judge Shields correctly determined that the motion for declaratory judgment should be denied in light of this case's ongoing discovery and that this case was properly designated as a Long Island case. <i>See Orrego v. Knipfing</i>, 564 F. Supp. 3d 273, 278-82 (E.D.N.Y. 2021) (summarizing allegations of misconduct against defendants in Nassau County). As such, the objections to the Report and Recommendation are OVERRULED and the Report and Recommendation dated March 9, 2023, DE 87, of United States Magistrate Judge Anne Y. Shields is ADOPTED in its entirety. The Clerk of Court is respectfully directed to mail a copy of this Order to the pro se Plaintiff. Ordered by Judge Gary R. Brown on 3/28/2023. (JT) (Entered: 03/28/2023)

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,
Stephanicanna 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>



REGO PARK
9224 QUEENS BLVD
REGO PARK, NY 11374-9997
(800)275-8777

08/01/2023 09:17 AM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

USPS Grnd-Avgtg	1		\$35.00
-----------------	---	--	---------

New York, NY 10004

Weight: 32 lb 1.0 oz

Estimated Delivery Date

Thu 08/03/2023

Tracking #:

9534 6161 8892 3213 6333 06

Insurance

Up to \$100.00 included

\$0.00

Total			\$35.00
-------	--	--	---------

Grand Total:			\$35.00
--------------	--	--	---------

Debit Card Remit			\$35.00
------------------	--	--	---------

Card Name: VISA

Account #: XXXXXXXXXXXX0154

Approval #: 161672

Transaction #: 262

Receipt #: 028357

Debit Card Purchase: \$35.00

AID: A0000000980840

Chip

AL: US DEBIT

PIN: Verified

Save this receipt as evidence of insurance. For information on filing an insurance claim go to
<https://www.usps.com/help/claims.htm>
or call 1-800-222-1811

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 352892-0026
Receipt #: 840-51100115-2-6232379-2
Clerk: 31

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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.

Defendants.

Affirmation of Service

20CV3361 (JMA) (AYS)

x

I, Lidia M. Orrego, declare under penalty of perjury that I have served a copy of the attached Letter Motion request for instruction to submit the evidentiary Plaintiff's Record dated August 3, 2023 upon the defendant(s) or attorney whose physical address:

Law Firm Gordon Rees Scully Mansukhani, LLP
One Battery Park Plaza, 28th Floor
New York, NY 10004

Mailing tracking #

Via ECF & Notice has been electronically mailed to:

kminnahdonkoh@grsm.com; kminnahdonkoh@gordonrees.com;
dlrivera@grsm.com; pcella@grsm.com; pguerrero@grsm.com

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

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) 4532234

EXHIBIT 4

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
07/05/2022		SCHEDULING ORDER: As set forth on the record during the conference held today, the Court clarifies that a hostile work environment claim remains against Mr. Knipfing. Further, Plaintiff has agreed that all service in this matter may proceed via email. The following Phase I discovery schedule was entered: By August 1, 2022, the parties shall exchange all documents/recordings/video relating to Plaintiff's employment. The production shall include, but is not limited to, the non-disclosure agreement executed by Plaintiff, all documents referenced in Plaintiff's amended complaint such as the relevant portions of her diary, as well as Plaintiff's November complaint to Mr. Knipfing, and any emails and text messages, as well as any other documents relating to Plaintiff's employment. To be clear, these documents are to be exchanged by all parties regardless of how that party came into possession of the document. On August 15, 2022, the parties are directed to submit one joint status letter setting forth whether this paper discovery has been completed. Defendants shall file the joint status letter. Upon receipt of the August 15, 2022 joint status letter the Court will enter an order as to the remainder of discovery so that this case can proceed. If the parties need additional time, they are directed to communicate with each other via email, and after reaching an agreement, submit a letter notifying this Court as to their agreement. So Ordered by Magistrate Judge Anne Y. Shields on 7/5/2022. (Mucciaccio, Dina) (Entered: 07/05/2022)
07/05/2022	56	Minute Entry for proceedings held before Magistrate Judge Anne Y. Shields: Initial Conference Hearing held on 7/5/2022 (FTR Log #10:50-11:23.) (Torres, Jasmine) (Entered: 07/06/2022)

PACER Service Center			
Transaction Receipt			
06/29/2025 22:43:08			
PACER Login:			
Description:	Docket Report	Search Criteria:	2:20-cv-03361-SJB-AYS Start date: 7/5/2022 End date: 7/5/2022
Billable Pages:	2	Cost:	0.20

EXHIBIT 5



Lidia Orrego <liorrego@gmail.com>

Activity in Case 2:20-cv-03361-GRB-AYS Orrego v. Knipfing et al Order

1 message

ecf_bounces@nyed.uscourts.gov <ecf_bounces@nyed.uscourts.gov>
To: nobody@nyed.uscourts.gov

Mon, Apr 10, 2023 at 12:12 PM

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

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

U.S. District Court

Eastern District of New York

Notice of Electronic Filing

The following transaction was entered on 4/10/2023 at 12:12 PM EDT and filed on 4/10/2023

Case Name: Orrego v. Knipfing et al
Case Number: 2:20-cv-03361-GRB-AYS
Filer:
Document Number: No document attached

Docket Text:

ORDER. Plaintiff's motion pursuant to Federal Rule of Evidence 201 (DE 108) is denied without prejudice to renewal at the time of trial. Ordered by Judge Gary R. Brown on 4/10/2023. (MR)

2:20-cv-03361-GRB-AYS Notice has been electronically mailed to:

Kuuku Angate Minnah-Donkoh kminnahdonkoh@grsm.com, jxmartinez@grsm.com, pcella@grsm.com

Alex Dumas adumas@grsm.com, dlrivera@grsm.com

Edward E. Warnke ewarnke@grsm.com, tgalarza@grsm.com, vcanarte@grsm.com

Lidia M. Orrego liorrego@gmail.com

2:20-cv-03361-GRB-AYS Notice will not be electronically mailed to:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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.

Defendants.

Affirmation of Service

20cv3361 (SJB) (AYS)

I, Lidia M. Orrego, declare under penalty of perjury that I served a copy of the attached Letter Motion for Adjournment of Summary Judgment Deadline, Status Update, Leave to File Amended Documents or Supplemental Certifications, and Briefing Schedule, Exhibits 1 - 5 upon the defendant(s) or attorney whose physical address:

Law Firm Gordon Rees Scully Mansukhani, LLP
One Battery Park Plaza, 28th Floor
New York, NY 10004

Via ECF & Notice has been electronically mailed to: kminnahdonkoh@grsm.com;
kminnahdonkoh@gordonrees.com; dlrivera@grsm.com; pcella@grsm.com

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

Dated: July 1, 2025

Rego Park, New York

/s/ Lidia M. Orrego

Plaintiff - Pro Se

Address: 95-08 Queens Blvd. 3E

Rego Park, NY 11374

Phone (347) 453-2234

Email: liorrego@gmail.com

EXHIBIT 11



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 12

KUUKU MINNAH-DONKOH
KMINNAHDONKOH@GRSM.CCOM



ATTORNEYS AT LAW
1 BATTERY PARK PLAZA, 28TH FLOOR
NEW YORK, NY 10004
PHONE: (212) 269-5500
FAX: (212) 269-5505
WWW.GRSM.COM

July 3, 2025

VIA ECF

The Honorable Sanket J. Bulsara
United States District Judge
Eastern District of New York
100 Federal Plaza
Central Islip, New York 11722

Re: Orrego v. Knipfing, et al.
20-cv-03361 (SJB)(AYS)

Dear Judge Bulsara:

My office represents defendants Kevin Knipfing a/k/a Kevin James, Stephanieanna James-Knipfing a/k/a Steffiana de la Cruz, Old Westbury EDDIE LLC, and Teresa A. Zantua (collectively, “Defendants”) in connection with the above-referenced matter. I write to respond to Plaintiff’s application filed on July 1, 2025 (ECF Doc. No. 200), in which Plaintiff requests a 60-day extension of the motion for summary judgment briefing schedule deadlines set forth in the Court’s Order dated May 27, 2025.

Although Plaintiff failed to request Defendants’ consent, because Plaintiff previously consented to Defendants’ request for a 30-day extension of the motion for summary judgment deadlines (ECF Doc. No. 195), Defendants likewise will consent to a 30-day extension, but not to a 60-day extension. Accordingly, Defendants are amenable to the briefing schedule being extended as follows:

- Any party seeking to move for summary judgment must serve, but not file, its motion by August 8.
- Any opposition must be served, but not filed, by September 12, 2025.
- Any reply must be served by October 3, 2025.

Defendants request that: (1) the remainder of Plaintiff’s application filed on July 1, 2025, be denied; and (2) other than any anticipated motion for summary judgment in accordance with the above-proposed briefing schedule, Plaintiff be sanctioned for filing any other frivolous and bloated motions in the interim. The Court has previously warned Plaintiff on multiple occasions about being sanctioned if she continues to file bloated and wholly unsupported motions, and yet she

The Honorable Sanket J. Bulsara

July 3, 2025

Page 2

continues to do.

I thank the Court for its time and consideration of this submission.

Respectfully submitted,

/s/ Kuuku Minnah-Donkoh
Kuuku Minnah-Donkoh

CC via ECF

Pro Se Plaintiff Lidia Orrego

EXHIBIT 13



Lidia Orrego <liorrego@gmail.com>

Request to Confer on Motion to Vacate Order (ECF [87], DE [65]) – Case 2:20-cv-03361-SJB-AYS

1 message

Lidia Orrego <liorrego@gmail.com>

Tue, May 20, 2025 at 10:24 AM

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

Cc: Dallas Rivera <dldriversa@grsm.com>, Paulette Guerrero <pguerrero@grsm.com>, Peter Cella <pcella@grsm.com>, Lidia Orrego <lidia.orrego@justiceforlidia.nyc>, orregoprose@gmail.com

Mr. Minnah-Donkoh-GRSM,

Under Magistrate Judge Shields' Individual Practice Rules (Rule II.A), following instructions, I request a good-faith conferral regarding my intent to file a motion to vacate the March 9, 2023, order (ECF [87], DE [65]) on the confidentiality designation of documents in Case 2:20-cv-03361-JMA-AYS. The motion is based on:

New Evidence: A May 14, 2025, legal opinion ([Exhibit 11, link](#)) from Loft Legal, demonstrating the NDAs are void under New York law due to lack of mutual assent, fraudulent backdating, and unlawful termination (Case 2:24-cv-07247-SJB-AYS, ECF [15], pp. 6–18; Ex. 11, pp. 3–7).

Legal Error: The order lacks case law supporting an NDA breach assumption, misapplying *Lugosch v. Pyramid Co.*, 435 F.3d 110 (2d Cir. 2006) (ECF [87], p. 9).

Factual Distortions/Contradiction: The order assumes an NDA breach, ignoring Judge Brown's order noting my claim of authorized conduct and incomplete NDAs (ECF [30], pp. 2, 7–8).

This motion relates to my claims against [Steve Savitsky, Old Westbury LLC et al. in Case 2:24-cv-07247-SJB-AYS \(Third Amended Complaint, ECF \[15\], link\)](#), claims of fraud, retaliation, and RICO violations stemming from the same NDAs and retaliatory termination (ECF [15], pp. 6–18).

My prior attempts to communicate, including on July 27, 2022, and on July 27, 2023 (ECF [168]), and in 2025, received no substantive response, violating Rule II.A. To comply with court rules, please provide your position on this motion and advice and instructions about the procedure by 5:00 PM EDT on May 22, 2025. If no response is received, I will file the motion, noting your non-responsiveness, as documented in ECF [168].

Please confirm receipt and indicate availability to discuss. Reply to this email.

Regards,

Lidia M. Orrego
Plaintiff Pro Se
95-08 Queens Blvd. 3E
Rego Park, NY 11374
liorrego@gmail.com (<mailto:liorrego@gmail.com>)

Attachments:

Third Amended Complaint (Case 2:24-cv-07247-SJB-AYS, ECF [15], filed May 18, 2025) Orrego v. Savitsky et al.

Legal Opinion on Enforceability of NDAs (Exhibit 11, dated May 14, 2025)

CC: All counsel of record (dldriversa@grsm.com, pguerrero@grsm.com, pcella@grsm.com, per ECF [168], p. 15)

EXHIBIT 14

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X

LIDIA M. ORREGO,

Plaintiff,

-against-

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

Defendants.

MEMORANDUM &

ORDER

CV 20-3361 (GRB)(AKT)

-----X

GARY R. BROWN, United States District Judge:

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

I. Factual and Procedural History

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Discussion

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Conclusion

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

Dated: Central Islip, New York
September 30, 2021

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

EXHIBIT 15

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
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)
02/06/2025	186	MOTION to Compel <i>Re: Plaintiffs Request to Lift the Stays in the 2020 and 2023 Cases and Reinstate Motions</i> by Lidia M. Orrego. (AMF) (Entered: 02/06/2025)
02/12/2025	187	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	188	Notice of Related Case: 25-cv-00769 The Case was directly assigned as a related Pro Se/Habeas Case. (KS) (Entered: 02/14/2025)
03/03/2025	189	ORDER: Plaintiff has moved to lift the stay in this case and reinstate nine administratively terminated motions 186 . For the reasons stated in the attached, the motion to lift the stay is granted. The motion to reinstate Plaintiff's prior motions is denied. The parties are directed to meet and confer and submit a proposed schedule for the completion of discovery to Judge Shields by 3/17/2025 . So Ordered by Judge Sanket J. Bulsara on 3/3/2025. (MPG) (Entered: 03/03/2025)
03/13/2025	190	MOTION to Stay , MOTION to Disqualify Counsel , MOTION for Preliminary Injunction , MOTION for Temporary Restraining Order by Lidia M. Orrego. (GO) (Entered: 03/13/2025)
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 for <i>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) #: 9763
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)

PACER Service Center			
Transaction Receipt			
07/02/2025 20:54:14			
██████	██████	██████	
██████	██████	██████	████████████████████
██████	██████	██████	██████

EXHIBIT 16

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](#)

Cause: 42:2000e Job Discrimination (Employment)

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

Date Filed	#	Docket Text
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)

PACER Service Center			
Transaction Receipt			
07/07/2025 21:25:42			
			
			
			

EXHIBIT 17

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.

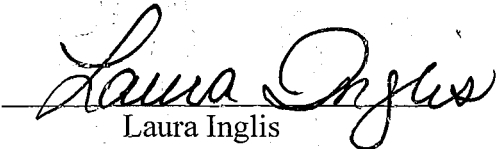
**BUSINESS RECORD CERTIFICATION PURSUANT TO
CPLR § 4518 AND CPL § 190.30**

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



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. GOTIMER
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)

Legal Disclaimer

This e-mail message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. This communication may contain material protected by work product or other privileges. If you are not the intended recipient or person responsible for delivering this confidential communication to the intended recipient, you have received this communication in error, and any review, use, dissemination, forwarding, printing, copying, or other distribution of this e-mail message and any attached files is strictly prohibited. If you have received this confidential communication in error, please notify the sender immediately by reply e-mail message and permanently delete the original message.

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)

Legal Disclaimer

This e-mail message and any attached files are confidential and are intended solely for the use of the addressee(s) named above. This communication may contain material protected by work product or other privileges. If you are not the intended recipient or person responsible for delivering this confidential communication to the intended recipient, you have received this communication in error, and any review, use, dissemination, forwarding, printing, copying, or other distribution of this e-mail message and any attached files is strictly prohibited. If you have received this confidential communication in error, please notify the sender immediately by reply e-mail message and permanently delete the original message.



CERTIFIED CPS RECORDS.pdf
1052K

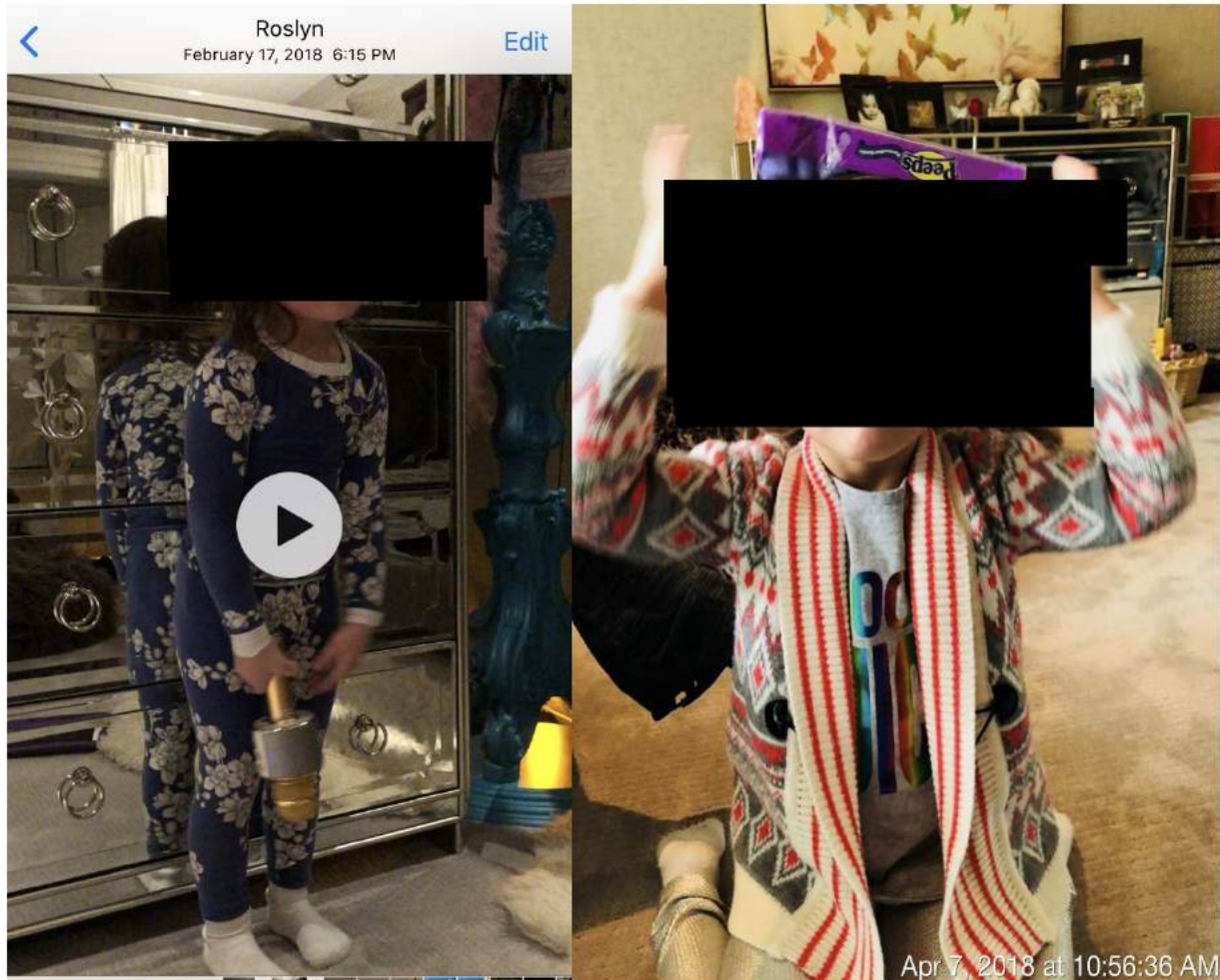
Exhibit 21

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".



October 16, 2019

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

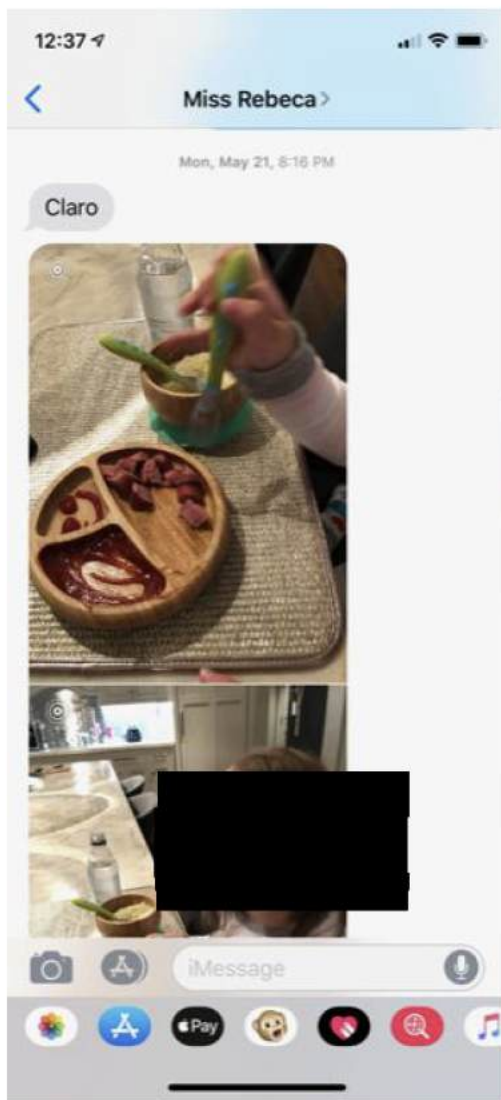
Rebeca Lugo muchas gracias amiga querida!! ❤️🙏🙏

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".

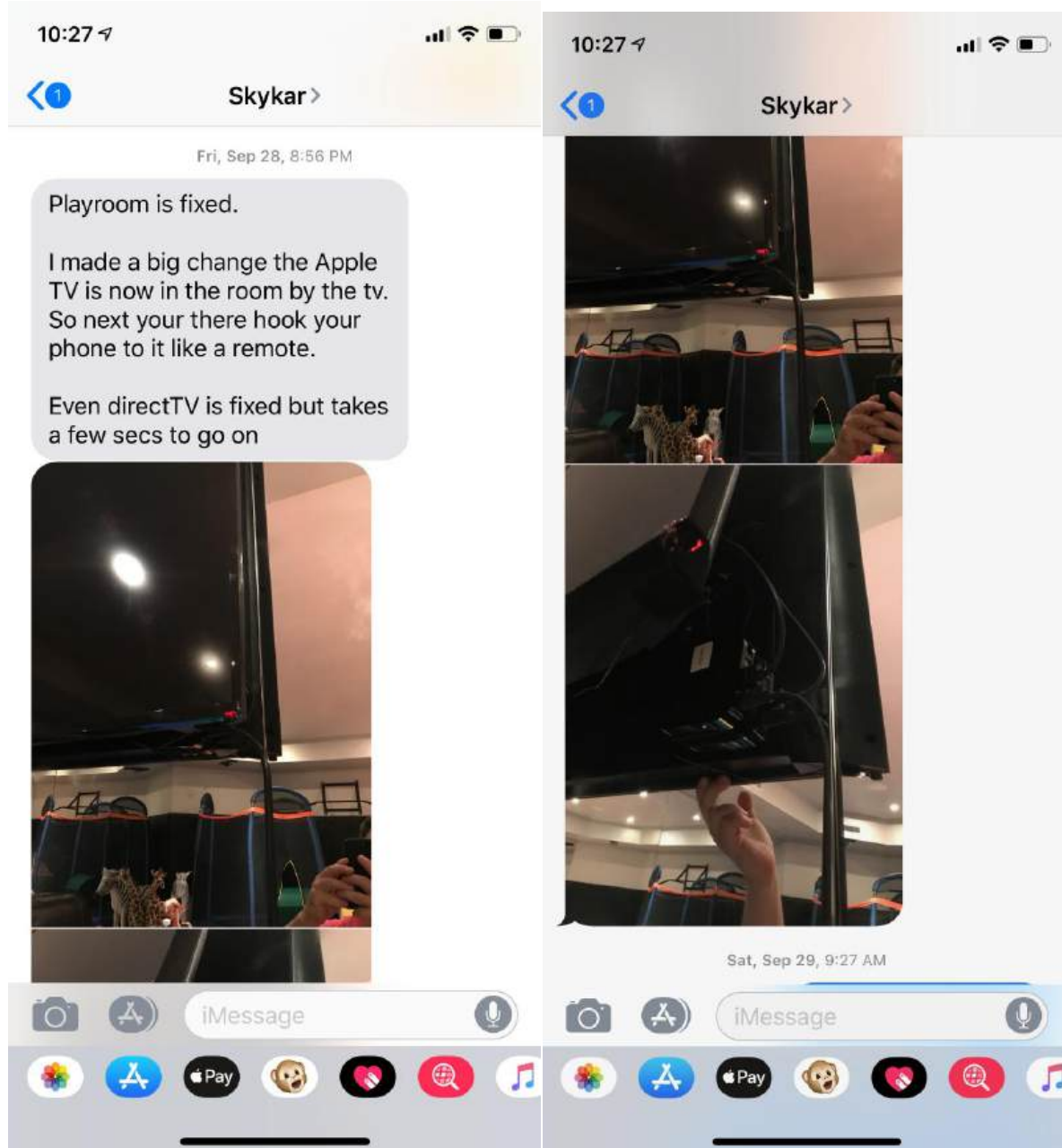
Kevin Knipfing and Stephanie James - Knipfing keep Rebeca Uzcategui working because she threatens to sue them for discrimination and abuse. Recording on October 14, 2018.



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.

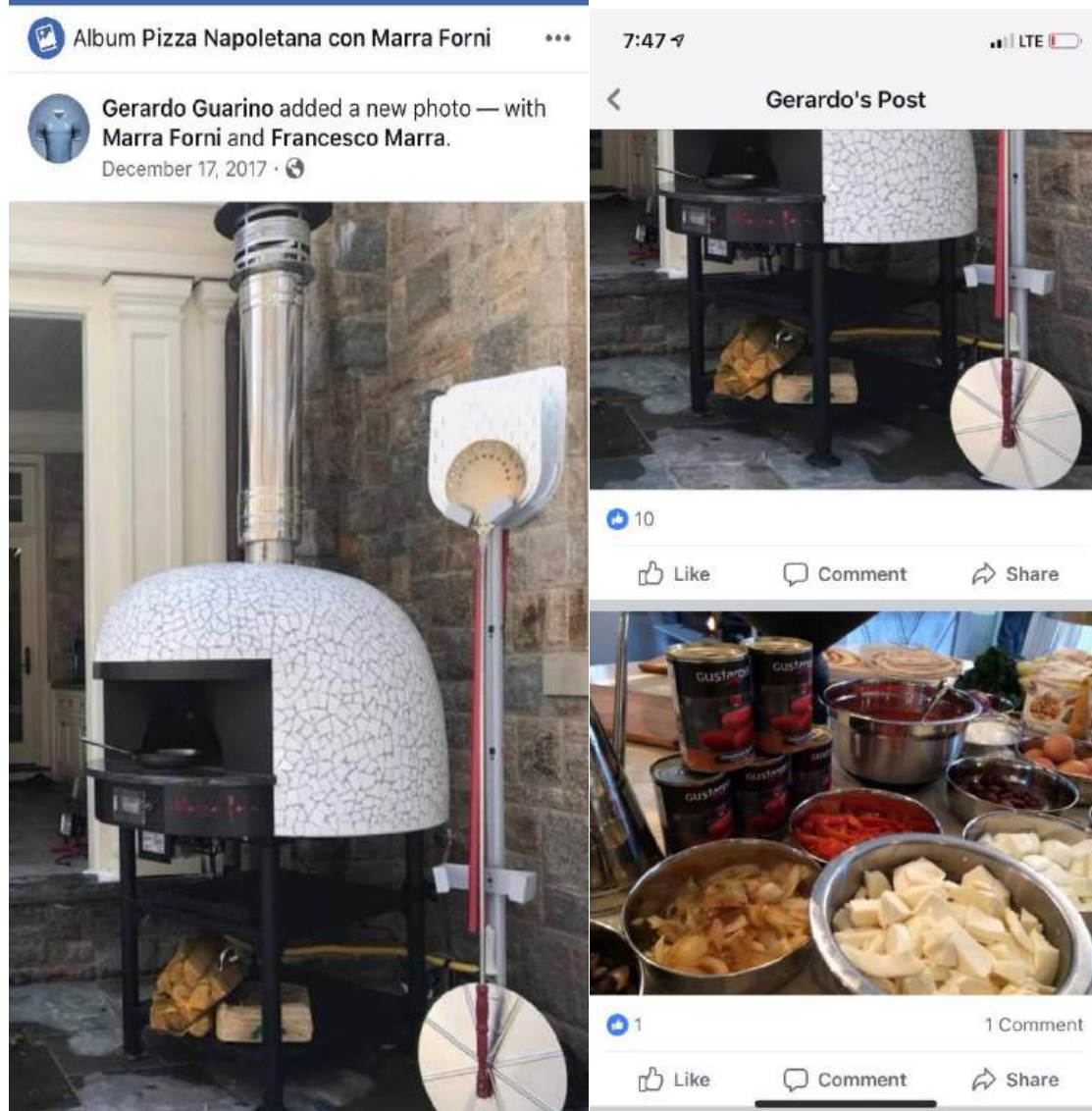
The Knipfing's don't applied "Breach his NDA" .



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.

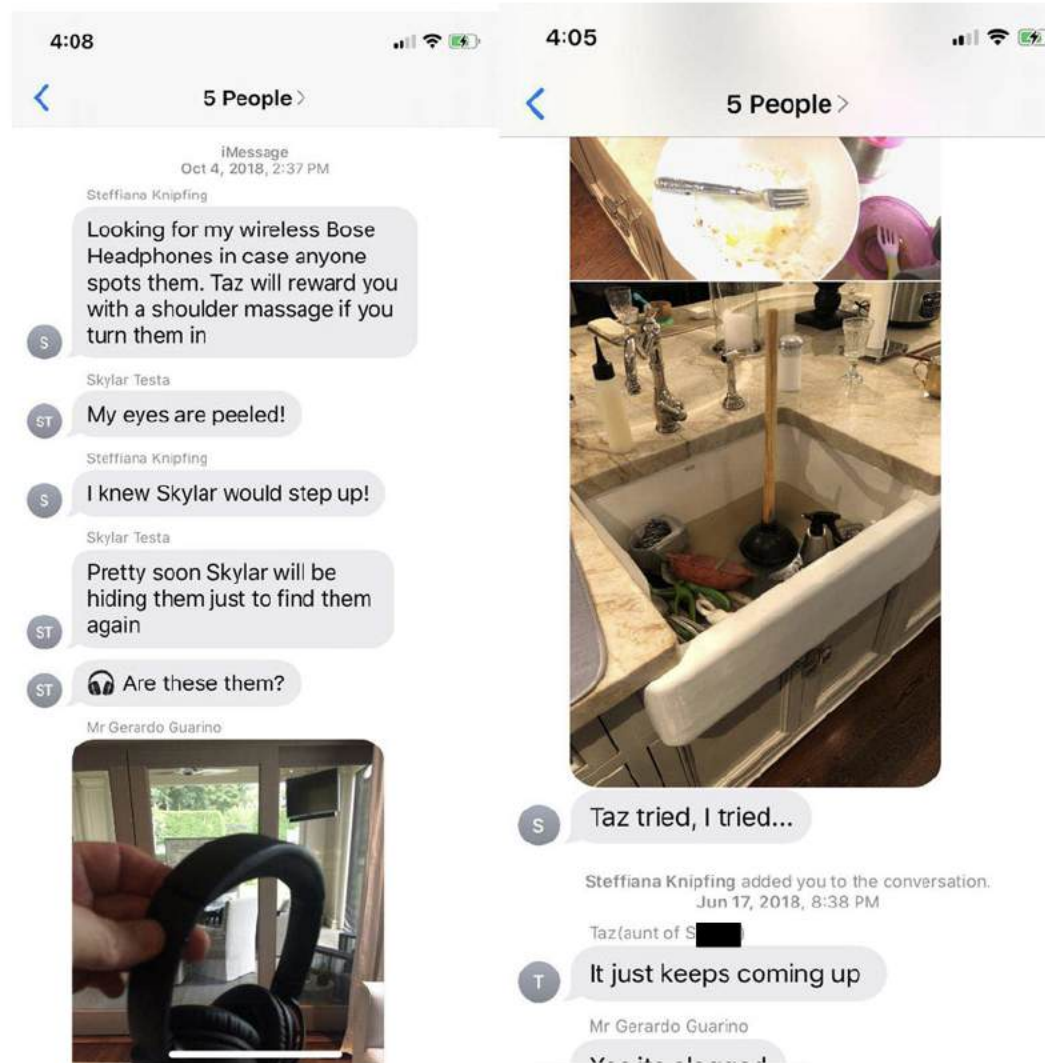
But the Knipfing's don't applied "Breach his NDA" .



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.

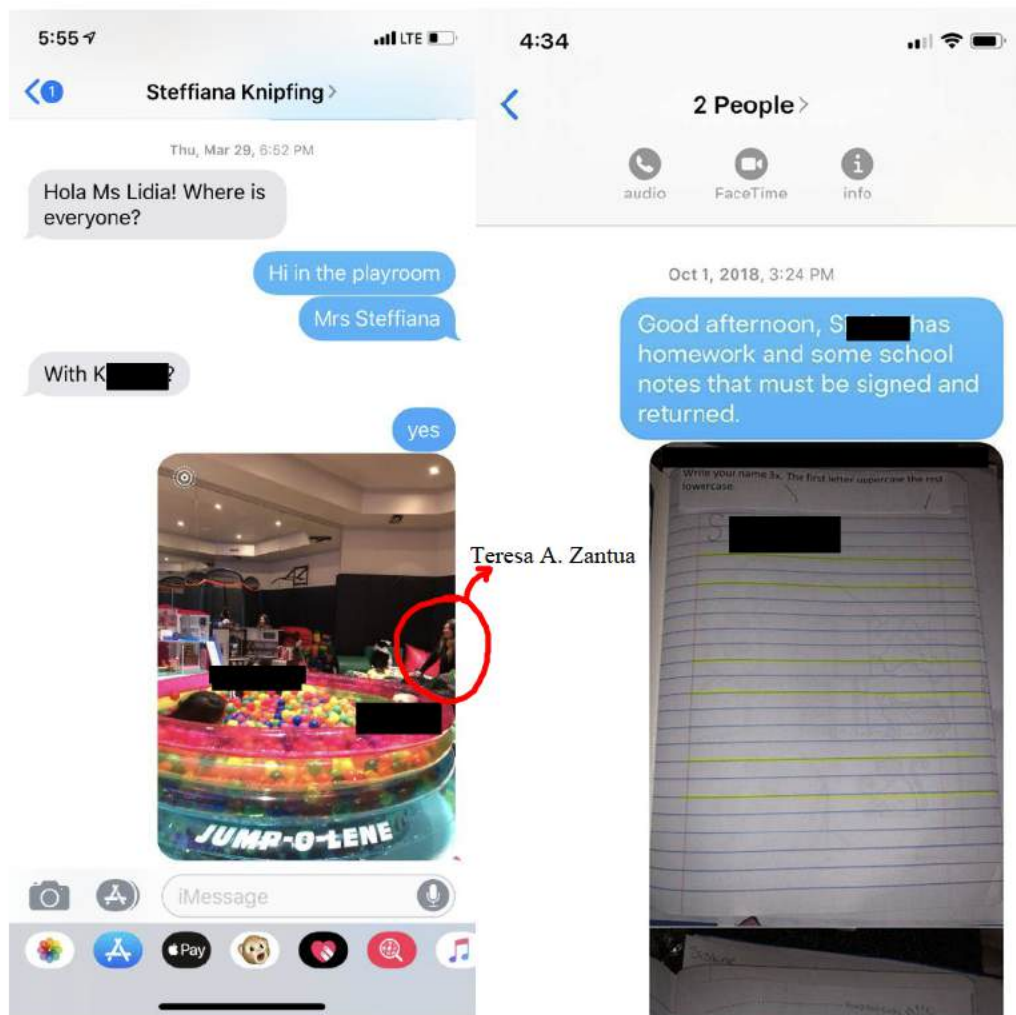


Exhibit 23

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 <liorrego@gmail.com>

Report 3

1 mensaje

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

15 de noviembre de 2018, 14:24

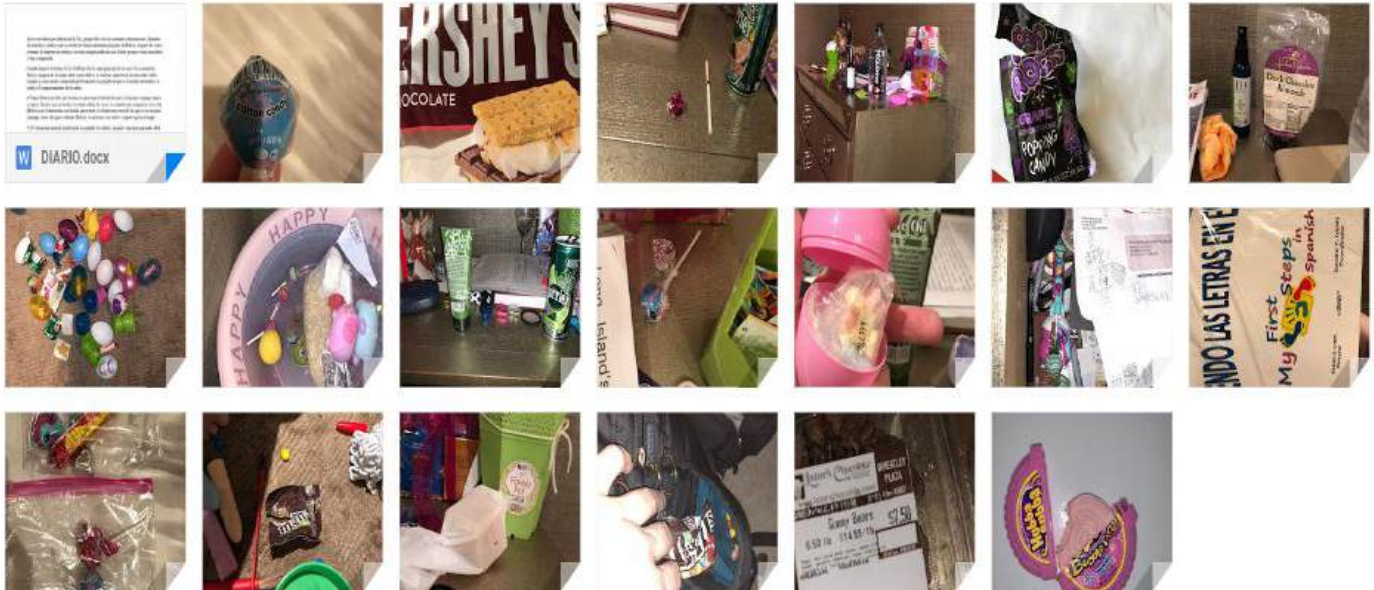
Good afternoon, Mr. Kevin,
I attached my diary and photos.
I will be sending by parts to avoid errors in the email.
Please forward to the investigators.
Thank you.
Lidia

 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 5

1 mensaje

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

16 de noviembre de 2018, 8:17

continuation

17 archivos adjuntos



IMG_3301.PNG
1200K



IMG_3302.PNG
1092K



IMG_3303.PNG
1234K



IMG_3304.PNG
1226K



IMG_3305.PNG
1367K

IMG_3306.PNG
1462K



IMG_3307.PNG
1592K



IMG_3322.PNG
1563K



IMG_3323.PNG
1473K



IMG_3321.PNG
1784K



IMG_3324.PNG
1499K

IMG_3327.PNG
1395K

IMG_3328.PNG
1332K

IMG-4758.JPG
722K

IMG_3329.PNG
1391K



 **IMG_3330.PNG**
1696K

 **00000064-AUDIO-2018-10-04-14-54-13.opus**
162K



Lidia Orrego <liorrego@gmail.com>

REPORT 6

1 mensaje

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

16 de noviembre de 2018, 8:17

continuation

19 archivos adjuntos



IMG_4747 (3).jpg
370K



IMG_4890.PNG
320K



IMG-4776.JPG
782K



IMG-4775.JPG
638K



IMG-4774.JPG
686K

IMG-4777.JPG
999K



IMG-4778.JPG
961K



IMG-4779.JPG
1056K



IMG-4780.JPG
1100K



IMG-4781.JPG
1179K



IMG-4782.JPG
1800K

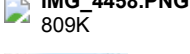
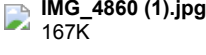
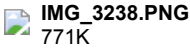
IMG_3257.PNG
709K



IMG_4464.PNG
776K



IMG_4459.PNG
744K



IMG_4891.PNG
567K



IMG_4892.PNG
548K



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 Steffiana 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.

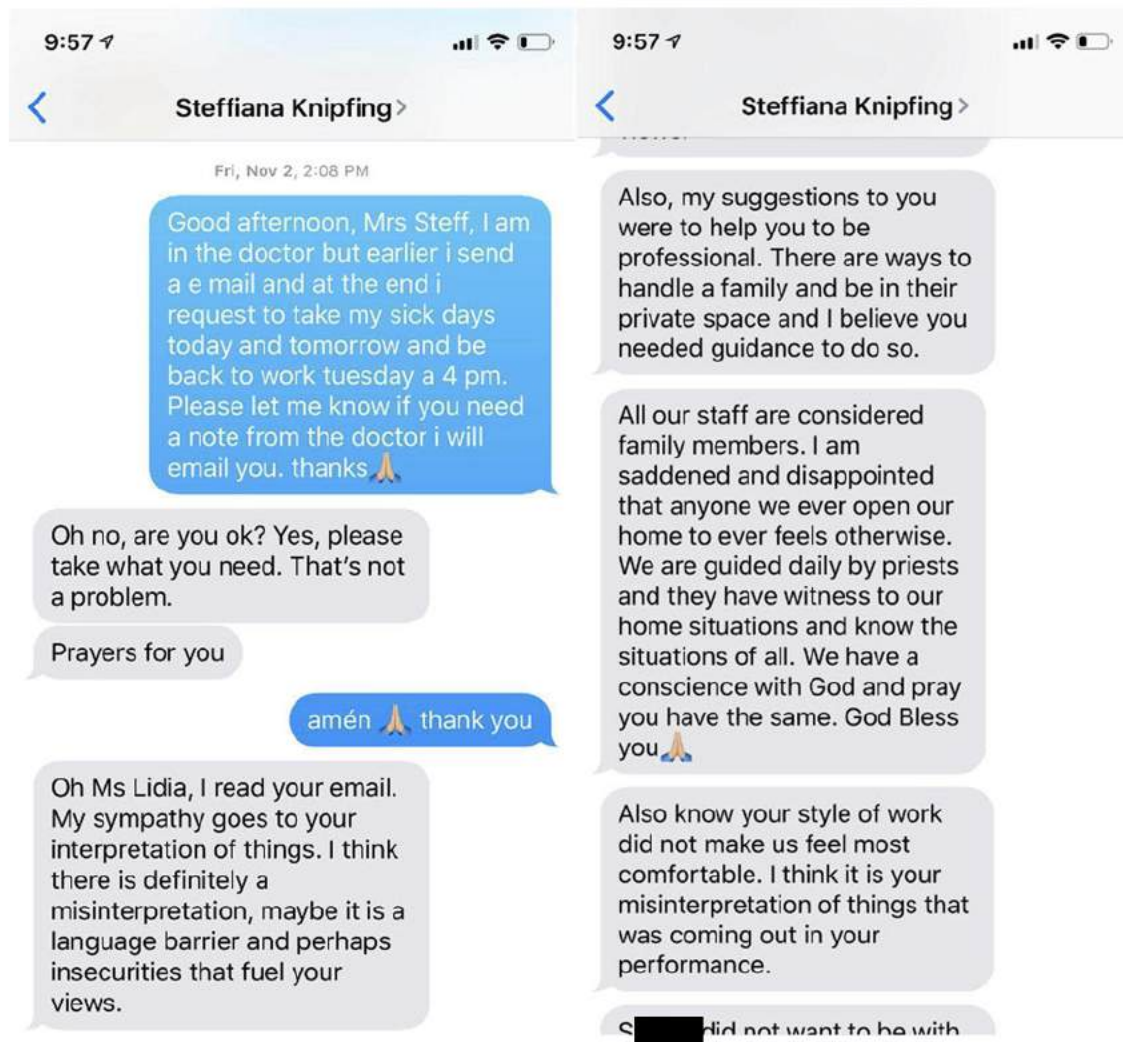
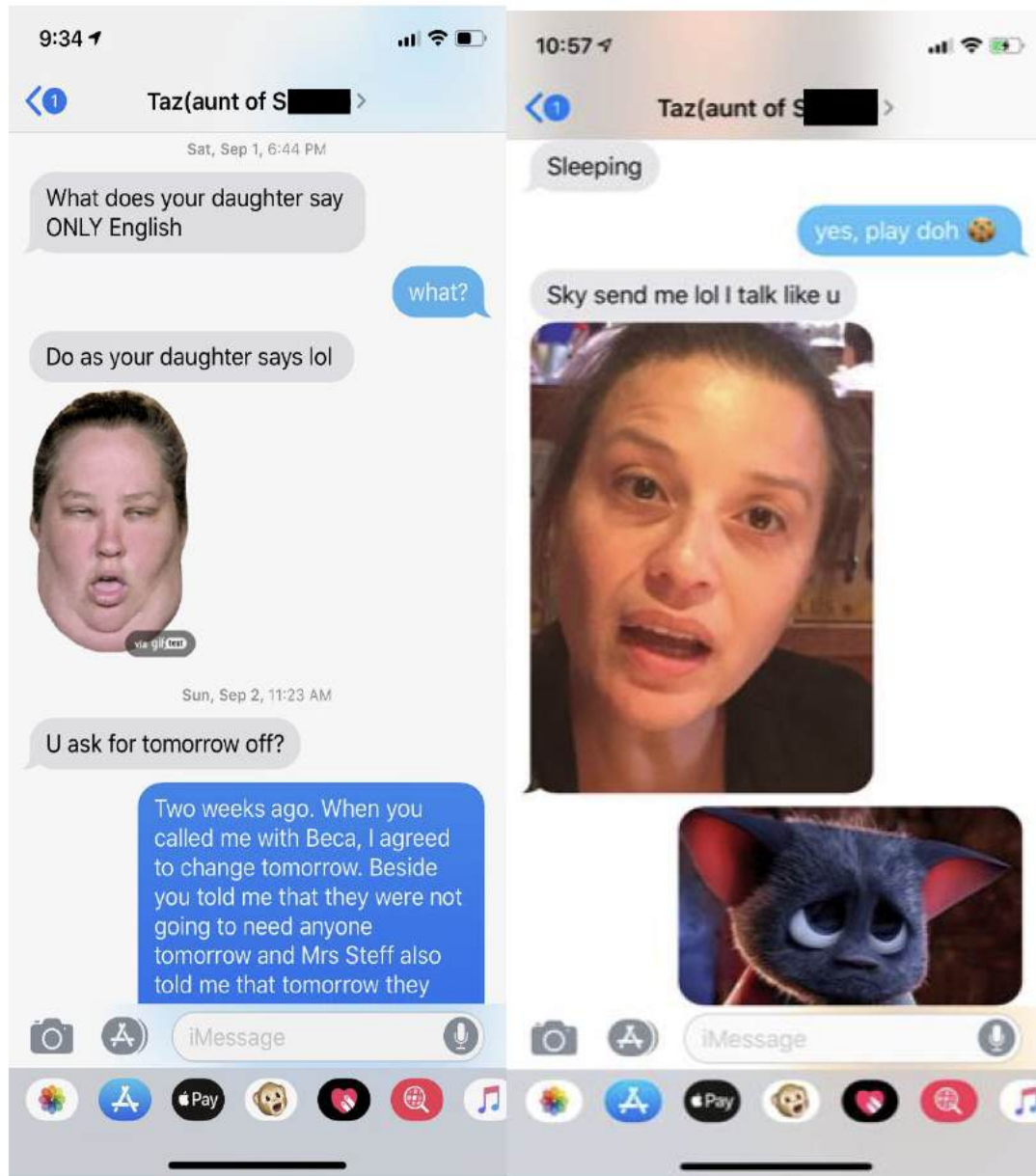




Exhibit 27

TEXT MESSAGES FROM TERESA A. ZANTUA TO THE PLAINTIFF.





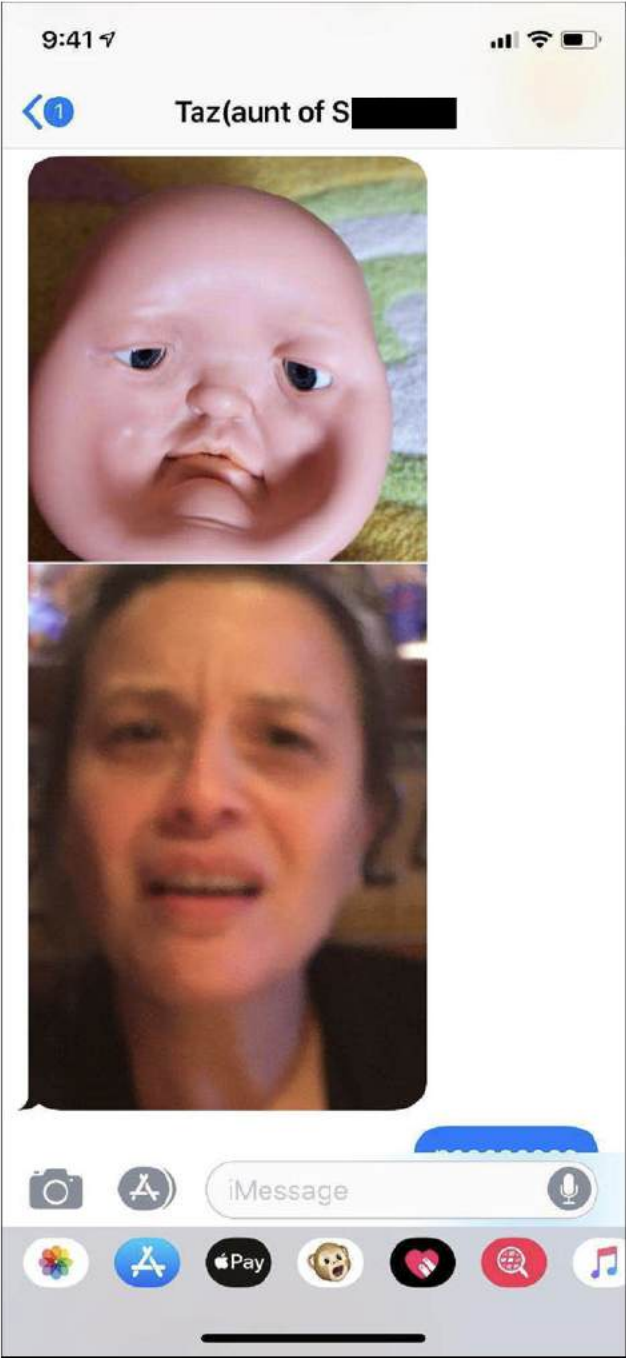


Exhibit 28

#6604 #6696
Date: 4/1/18
Weight:

BP:

RP:

TEMP.

RR

HR-

Date _____

Weight

MEDICATIONS

Pt complains of low and upper back pain. Acceding to pt was hit by child at work 2 weeks ago. Also complains of dry throat cough.

Accepted. amake are lions
there is mild pharyngeal
constriction.

Car Regular / S.S.
Soft waterpiper
Each Black Explorer
Unlimited motions

Al

Back Pm

Tylenol

PR

R/W R/W
R/O Amey D/SOPs

MOISEY BELMAN, M.D.
MEDICAL ATTENDING



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.

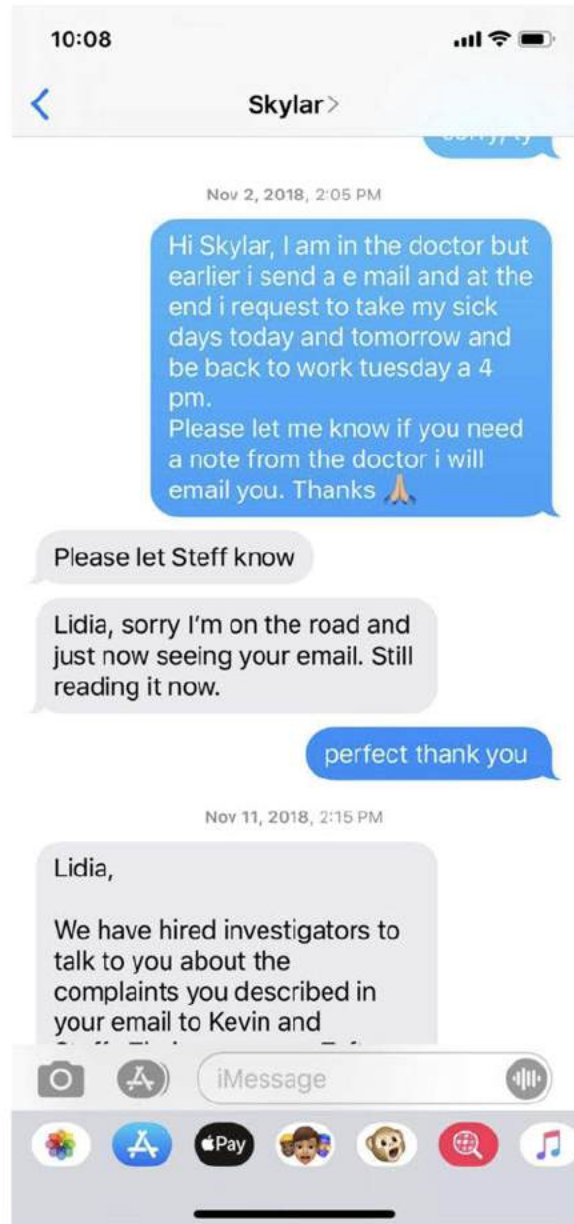


Exhibit 30

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.

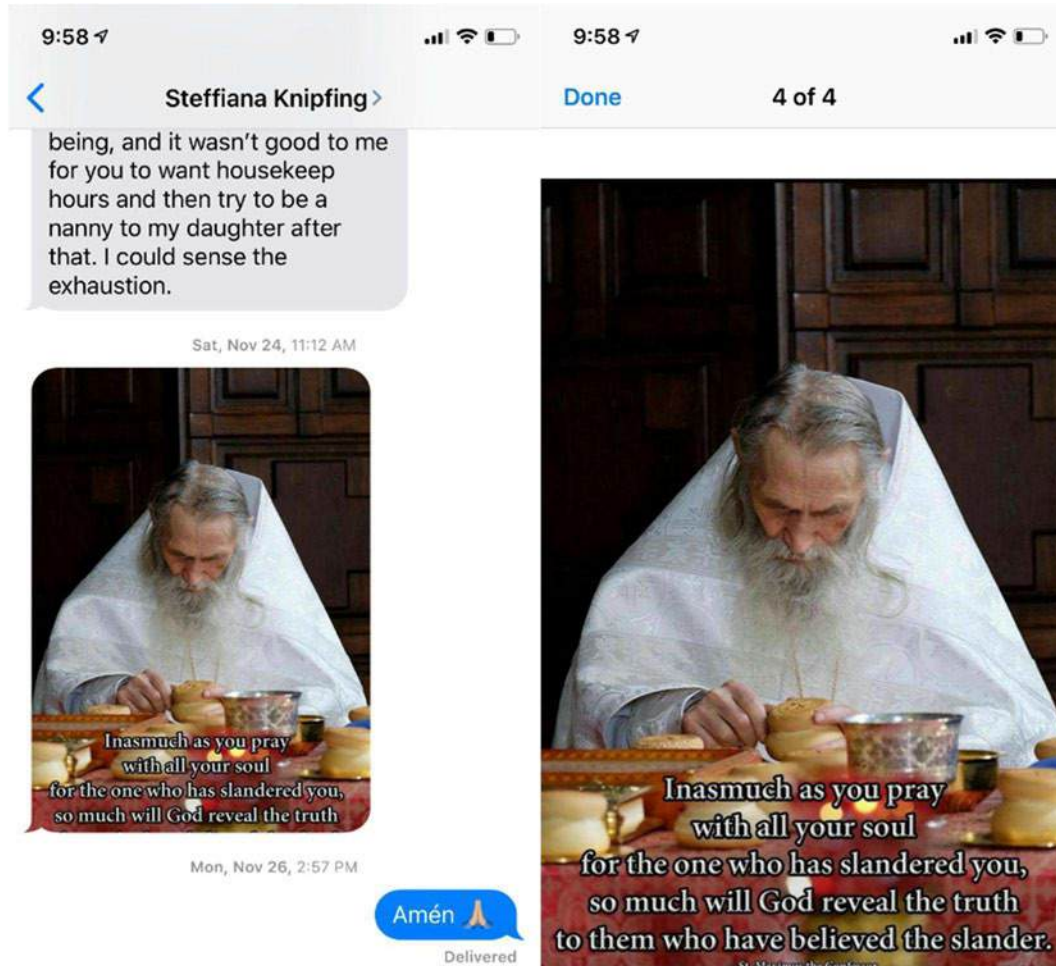




Exhibit 32

Lidia Orrego <liorrego@gmail.com>

TIMESHEET Lidia Orrego

Lidia Orrego <liorrego@gmail.com>

9 de noviembre de 2018, 10:07

Para: Skylar Testa <skylartesta@gmail.com>

Cc: K J <fullkj@gmail.com>

Good day Skylar, I just realized that I was incorrectly paid for the hours worked last week.

You paid for 71h20m when you only work 52h20m.

I did not realize before because I am working on the reports and do not check the automatic email.

Since I had resent the timesheet, I thought everything was correct.

I await your instructions and confirmation of the amount that I must return to you as soon as possible.

Blessings.

Thank you.

Lidia

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

From: Lidia Orrego <liorrego@gmail.com>

Date: lun., 5 nov. 2018 a las 4:49

Subject: TIMESHEET Lidia Orrego

To: <cstan@savco.com>

Please find attached timesheet for
Week Ending : 11/4/18

Sent from my iPhone

2 adjuntos

 2018-10-29_TIMESHEET_Lidia Orrego_.pdf
50K

 10-26-2018.PDF
11K

TIMESHEET

liorrego@gmail.com

95-08 Queens Blvd

Name : Lidia Orrego Client : K

Phone : 347-4532234 Phone : 310.315.6200

Week Beginning : 29 Oct 2018 Project : Time-sheet

	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Date	Oct 29, 2018	Oct 30, 2018	Oct 31, 2018	Nov 1, 2018	Nov 2, 2018	Nov 3, 2018	Nov 4, 2018
Start	9:10 am	9:15 am	9:45 am	4:20 pm	4:00 pm	8:00 am	
Finish	5:00 pm	10:00 pm	9:50 pm	10:00 pm	10:00 pm	4:00 pm	
Break							
Sub Total	7h 50m	12h 45m	12h 5m	5h 40m	6h 0m	8h 0m	
Overtime							
Total Hours	7h 50m	12h 45m	12h 5m	5h 40m	6h 0m	8h 0m	
Comments					Sick day	Sick day	

Signature 

Total Normal Hours : 40h 0m

*Overtime Hours : 12h 20m

Total Hours : 52h 20m

Manager's Signature : _____

Manager : Rachel / Charles



Created with Timesheet Plus

#: 9821

EMPLOYEE NAME: LIDIA M ORREGO
EMPLOYEE ADDRESS: 95-08 QUEENS BLVD. #3E
REGO PARK NY 11374

Exhibit 33

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 <lorrego@gmail.com>

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

1 message

Lidia Orrego <lorrego@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: lorrego@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>



REGO PARK
9224 QUEENS BLVD
REGO PARK, NY 11374-9997
(800)275-8777

08/01/2023 09:17 AM

Product	Qty	Unit Price	Price
USPS Grnd Advtg	1		\$35.00
New York, NY 10004			
Weight: 32 lb 1.0 oz			
Estimated Delivery Date			
Thu 08/03/2023			
Tracking #:			
9534 6161 8892 3213 6333 06			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$35.00

Grand Total: \$35.00

Debit Card Remit \$35.00

Card Name: VISA
Account #: XXXXXXXXXXXX0154
Approval #: 161672
Transaction #: 262
Receipt #: 028357
Debit Card Purchase: \$35.00
AID: A0000000980840 Chip
AL: US DEBIT
PIN: Verified

Save this receipt as evidence of insurance. For information on filing an insurance claim go to
<https://www.usps.com/help/claims.htm>
or call 1-800-222-1811

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 352892-0026
Receipt #: 840-51100115-2-6232379-2
Clerk: 31

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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.

Defendants.

Affirmation of Service

20CV3361 (JMA) (AYS)

I, Lidia M. Orrego, declare under penalty of perjury that I have served a copy of the attached Letter Motion request for instruction to submit the evidentiary Plaintiff's Record dated August 3, 2023 upon the defendant(s) or attorney whose physical address:

Law Firm Gordon Rees Scully Mansukhani, LLP
One Battery Park Plaza, 28th Floor
New York, NY 10004

Mailing tracking #

Via ECF & Notice has been electronically mailed to:

kminnahdonkoh@grsm.com; kminnahdonkoh@gordonrees.com;
dlrivera@grsm.com; pcella@grsm.com; pguerrero@grsm.com

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

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) 4532234

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Lidia M. Orrego,

Plaintiff,

-against-

Affirmation of Service

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.
Defendants.

I, Lidia M. Orrego, declare under penalty of perjury that I served a copy of the attached 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 submit voluminous evidentiary materials according to the attached email to "bulsara_chambers@nyed.uscourts.gov" dated July 2, 2025 - Exhibits 21-33 annexed to the Amended Complaint DE [8] and Exhibits 1, 2, 3, Certifications upon the Defendant(s) or attorney whose physical address:

Law Firm Gordon Rees Scully Mansukhani, LLP
One Battery Park Plaza, 28th Floor
New York, NY 10004

Via ECF & Notice has been electronically mailed to: kminnahdonkoh@grsm.com;
kminnahdonkoh@gordonrees.com; dlrivera@grsm.com; pcella@grsm.com

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

Dated: July 7, 2025
Rego Park, New York

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

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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.

Defendants.

Affirmation of Service

20cv3361 (SJB) (AYS)

I, Lidia M. Orrego, declare under penalty of perjury that I served a copy of the attached Notice of Motion for Recusal, along with the annexed Affirmation, Memorandum of Law, Proposed Order, and Exhibits 1-17, upon the defendant(s) or attorney whose physical address:

Law Firm Gordon Rees Scully Mansukhani, LLP
One Battery Park Plaza, 28th Floor
New York, NY 10004

Via ECF & Notice has been electronically mailed to: kminnahdonkoh@grsm.com;
kminnahdonkoh@gordonrees.com; dlrivera@grsm.com; pcella@grsm.com

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

Dated: July 8, 2025

Rego Park, New York

/s/ Lidia M. Orrego

Plaintiff - Pro Se

Address: 95-08 Queens Blvd. 3E

Rego Park, NY 11374

Phone (347) 453-2234

Email: liorrego@gmail.com