SUPREME COURT OF THE STATE OF NEW YORK NEW YORK COUNTY

PRESENT: **HON. MATTHEW V. GRIECO** **PART** **30M**

Justice

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AMTAD LLC,

Plaintiff,

- v -

SOSH ARCHITECTS, P.A., SYKES, O'CONNOR, SALERNO & HAZEVEH, P.A.,

Defendants.

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INDEX NO. 655247/2024

MOTION DATE 04/07/2026

MOTION SEQ. NO. 004

DECISION + ORDER ON MOTION

SYKES, O'CONNOR, SALERNO & HAZEVEH, P.A.

Third-Party Plaintiff,

-against-

NORY HAZEVEH

Third-Party Defendant.

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Third-Party
Index No. 595505/2025

SOSH ARCHITECTS, P.A., NORY HAZAVEH

Second Third-Party Plaintiffs,

-against-

THOMAS SYKES, WILLIAM SALERNO

Second Third-Party Defendants.

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Second Third-Party
Index No. 595723/2025

The following e-filed documents, listed by NYSCEF document number (Motion 004) 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110

were read on this motion to/for ORDER OF PROTECTION.

Upon the foregoing documents, and for the reasons stated *infra*, plaintiff's motion for a confidentiality order is denied.

On October 3, 2024, plaintiff Amtad LLC ("Amtad") commenced this breach of contract action against defendants SOSH Architects, P.A. ("SOSHNY") and Sykes,

O'Connor, Salerno & Hazaveh, P.A. ("Sykes"), two professional architectural firms, seeking to collect rent arrears of more than $344,281.61, damages, and costs and expenses (NYSCEF Doc. No. 1 ¶¶ 2-7, 40-42). Amtad alleged that, beginning in 2002, it leased office space to Sykes on the 11th and 12th floors of its building at 145 West 57th Street, New York, New York (*id.* ¶ 8). In 2019, Sykes assigned its rights under the lease to SOSHNY (*id.* ¶ 10). Amtad further alleged that, in or about December 2022, defendants ceased paying rent, and in June 2024, defendants moved out (*id.* ¶¶ 20-24). Amtad filed, among other things, the lease (NYSCEF Doc. No 2); the Consent to Assignment and Assumption of Lease (NYSCEF Doc. No. 3); and the notice of rent default sent to SOSHNY (NYSCEF Doc. No. 4).

On April 7, 2026, Amtad moved, under CPLR 3013(a), for a confidentiality order to protect any designated confidential information disclosed during discovery (NYSCEF Doc. Nos. 94-103). Amtad contended that its document production would include "nonpublic, proprietary, and commercially sensitive information relating to business management and operations" and personally identifiable information ("PII") (NYSCEF Doc. No. 96 ¶ 5).

Amtad provided, among other things, a proposed confidentiality order (NYSCEF Doc. No. 97), and an affirmation from Rowena McCool, the Portfolio Manager at Amtad (NYSCEF Doc. No. 103). McCool averred that Amtad's business relationships "are generally confidential," "and details regarding building management and operations are kept in strict confidence and are almost always the subject of confidentiality agreements" (NYSCEF Doc. No. 103 ¶ 4). McCool further stated that the disclosure of "rent rolls, the financial terms of leases, and details regarding building management and operations ... would place Amtad at a competitive disadvantage with other firms and

prejudice its ability to attract and keep tenants" (*id.* ¶¶ 4-5). In addition, "Amtad possesses sensitive and confidential tenant information, including but not limited to personally identifying information, financial statements and tax returns" (*id.* ¶ 8). McCool attested that the production of discovery materials in response to defendants' requests "will result in the disclosure of the above-described confidential, proprietary business information of Amtad" (*id.* ¶ 12).

Both SOSHNY and Sykes opposed (NYSCEF Doc. Nos. 104-09). SOSHNY contended that Amtad had failed to identify any categories of discoverable items that could be construed as business secrets or proprietary information, and PII is already properly omitted or redacted from public filings (NYSCEF Doc. No. 109 at 4-7). Sykes argued that Amtad's papers do not describe any specific trade or business secrets or proprietary formulae or processes that could be disclosed during this landlord-tenant dispute, and the McCool affirmation is too general and conclusory to support the application for a confidentiality order (NYSCEF Doc. No. 104 at 1-2, 5-8).

Under CPLR 3103(a), a party may seek a confidentiality order restricting the dissemination of discovery materials upon a "minimal" showing that a discovery demand would result in the disclosure of trade secrets or other confidential business documents (*Matter of New York City Asbestos Litig. [McCloskey]*, 133 AD3d 463, 464 [1st Dept 2015], citing *Jackson v Dow Chem. Co. Inc.*, 214 AD2d 827, 828 [3d Dept 1995]). The proffered affirmations or affidavits must contain "non-conclusory assertions giving rise to a 'concern that [the movant's] competitors may gain some competitive advantage as a result of discovery of secret business procedures and information'" (*Linderman v Pennsylvania Bldg. Co.*, 289 AD2d 77, 78 [1st Dept 2001], quoting *Jackson*, 214 AD2d at 828 [internal citation omitted]; *see JPMorgan Chase Funding*

Inc. v Cohan, 134 AD3d 455, 455 [1st Dept 2015] [party failed to demonstrate that requested financial documents contained trade secrets through affirmations specifically addressing, among other things, "the manner in which the information was obtained and kept, and the ease or difficulty of obtaining the information from nonpublic" sources]). If that burden is met, the opponent must demonstrate that a confidentiality order would "hinder discovery" (*McCloskey*, 133 AD3d at 464).

Amtad has not met its burden. The McCool affirmation is brief, wholly conclusory, and fails to set forth any specific categories of trade secrets or proprietary information that would be disclosed in response to defendants' requests (*see* NYSCEF Doc. No. 103 ¶¶ 4-12; *see also Kennedy Lewis Inv. Mgt., LLC v Stimq Med. LLC*, 2024 NY Slip Op 32873[U], 3 [Sup Ct, NY County 2024] [Arlene P. Bluth, J.]). A "trade secret" has been defined as "any formula, pattern, device or compilation of information which is used in one's business, and which gives him an opportunity to obtain an advantage over competitors who do not know or use it" (*Ashland Mgt. Inc. v Janien*, 82 NY2d 395, 407 [1993], quoting Restatement [First] of Torts § 757 comment b [1939]). "[R]ent rolls, the financial terms of leases, and details regarding building management and operations" do not constitute trade secrets or confidential business information (NYSCEF Doc. No. 103 ¶ 4; *see Wiener v Lazard Freres & Co.*, 241 AD2d 114 [1st Dept 1998] ["Here, the data relating to the building's operations, and even the data relating to negotiations with tenants and unions, cannot be considered to be of a genuinely 'secret' nature"]). Amtad has already submitted the lease at issue in this dispute, which included

rents, other financial terms, and details regarding building operations (*see* NYSCEF Doc. No. 2).[1]

With respect to the potential disclosure of PII and tax returns, tax returns are generally not discoverable (*see Roth v Am. Colonial Ins. Co.*, 159 AD2d 370 [1st Dept 1990] ["Unless there is a strong showing of necessity, the production of tax returns, because of their confidential and private nature, is not favored"]), and none of the discovery demands reflect any specific request for tax returns or an explanation why their disclosure would be necessary (*see* NYSCEF Doc. Nos. 22, 98-99; *see also Nanbar Realty Corp. v Pater Realty Co.*, 242 AD2d 208, 209-10 [1st Dept 1997]). To the extent that documents containing PII might be disclosed, PII may properly be omitted or redacted from court filings under 22 NYCRR 202.5(e), and this motion is denied without prejudice; any party may seek protection, sealing, or redaction of specific documents or exhibits as appropriate (*see* CPLR 3103; *Matter of Hofmann*, 284 AD2d 92, 93-94 [1st Dept 2001] ["Confidentiality is clearly the exception, not the rule, and the court is always required to make an independent determination of good cause"]).

It is therefore

ORDERED that plaintiff's motion for a confidentiality order is denied; and it is further

ORDERED that the stay of discovery is lifted; and it is further

ORDERED that the parties are directed to appear for a compliance conference in Room 623, 111 Centre Street, New York, New York, on January 8, 2027, at 10:00 a.m.

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[1] Insofar as a provision of the lease reflected an agreement to keep certain financial disclosures from Amtad confidential (*see* NYSCEF Doc. No. 2 at 7 [Lease, Art. 40(F)(i)]), that narrow provision does not suggest that the parties agreed that all of Amtad's financial information would be treated as confidential during any subsequent litigation.

This constitutes the decision and order of the Court.

10/07/2026
DATE

MATTHEW V. GRIECO, J.S.C.

CHECK ONE:	☐	CASE DISPOSED		☒	NON-FINAL DISPOSITION		
	☐	GRANTED	☒ DENIED	☐	GRANTED IN PART	☐	OTHER
APPLICATION:	☐	SETTLE ORDER		☐	SUBMIT ORDER		
CHECK IF APPROPRIATE:	☐	INCLUDES TRANSFER/REASSIGN		☐	FIDUCIARY APPOINTMENT	☐	REFERENCE