

**Meister v Saltzman**

2007 NY Slip Op 33967(U)

December 10, 2007

Supreme Court, New York County

Docket Number: 0111757/2007

Judge: Walter Tolub

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

PRESENT: WALTER B. TOLUB Justice

PART 15

TOAA MEISTER

INDEX NO. 111757/07

- v -

MOTION DATE \_\_\_\_\_

MOTION SEQ. NO. 1

Stephen B. Salzman

MOTION CAL. NO. \_\_\_\_\_

The following papers, numbered 1 to \_\_\_\_\_ were read on this motion to/for \_\_\_\_\_

Notice of Motion/ Order to Show Cause — Affidavits — Exhibits ...

Answering Affidavits — Exhibits \_\_\_\_\_

Replying Affidavits \_\_\_\_\_

PAPERS NUMBERED
_____
_____
_____

Cross-Motion:  Yes  No

Upon the foregoing papers, it is ordered that this motion

**IN ACCORDANCE WITH ACCORDANCE**

**IS DECIDED**

**BY THE COURT'S DECISION**

**FILED**

**DEC 10 2007**

**COUNTY CLERK'S OFFICE  
NEW YORK**

MOTION/CASE IS RESPECTFULLY REFERRED TO JUSTICE FOR THE FOLLOWING REASON(S):

Dated: 12/10/07

WALTER B. TOLUB

Check one:  FINAL DISPOSITION

NON-FINAL DISPOSITION

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: IAS PART 15

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TODD MEISTER

**Index:** 111757/07  
**Mtn. Seq.** 001

Plaintiff

-against-

STEPHEN B. SALTZMAN

Defendant  
-----x

**WALTER TOLUB, J.:**

Presently before the court is the Plaintiff's application for a sealing order to maintain the confidentiality of an arbitration award rendered by the American Arbitration Association ("AAA") on August 1, 2007 styled Meister v. Saltzman No. 13 180 Y 001130 05. Defendant has cross-moved for confirmation of the award and opposed Plaintiff's application for a sealing order.

Facts

Plaintiff and Defendant were two principal partners in two management companies, Priderock Management LLC and Priderock Advisors, LLC. The parties had contracted for the right to keep any arbitration which might arise out of their relationship confidential and indeed they are parties to a letter agreement dated December 13, 2003 which provides that the arbitration, including the proceedings, shall be confidential. (Abraham A. Ex. 1).

**FILED**  
**DEC 10 2007**  
COUNTY CLERK'S OFFICE  
NEW YORK

Previously, in an ancillary proceeding to the arbitration in question, a Justice of this court, pursuant to a joint application, issued an anonymous caption and sealed the file.

The arbitration hearings were held and lasted, in total, approximately three weeks. On August 1, 2007, the arbitration panel issued a twenty-three page arbitration award (the "Award") which details the factual issues underlying the dispute, references other documents which were produced during the proceedings and also discusses certain personal and social matters relating to Plaintiff. Defendant prevailed on virtually all issues.

Defendant's counsel seeks to confirm the award, which would make the Award a matter of public record. Plaintiff argues that a disclosure of the Award would serve no public purpose, undermines public policies which underlie the arbitration process and judicial review thereof. Moreover, Plaintiff argues that disclosure would damage his reputation and cause him embarrassment, whereas maintaining confidentiality would not damage the Defendant.

#### Discussion

Plaintiff's motion for an order sealing the Award is denied. There exists a broad Constitutional presumption arising from the First and Sixth Amendments, as applied to the States by the Fourteenth Amendment, that the public is entitled to access to

court proceedings and judicial records. (Landberg v. National Enterprises, 2007 WL 2176343 \*4 [July 6, 2007] *citing* Danco Labs., Ltd. v. Chemical Works of Gedeon Richter, Ltd., 274 AD2d 1 [1<sup>st</sup> Dept 2000]). This presumption of openness regarding court records is also firmly grounded in common law and courts have even been reluctant to allow the sealing of records where both sides to a litigation have asked for such sealing. (Id.). Courts are required to make an independent determination of good cause before granting a request to seal an order.

Here, there is no basis on which to seal the arbitration panel's Award or the records of this proceeding. Uniform Court Rule 216.1 requires that the moving party establish compelling circumstances to justify secrecy. Here, the Plaintiff is unable to meet that standard. Plaintiff's main argument is that good cause exists for sealing the records because the private interests in support of protecting the confidentiality of the papers on file outweighs the interest of the public. Plaintiff, in essence, claims that there is no countervailing public interest strong enough to outweigh the privacy of the parties involved because the matter is purely private and has been fully resolved. According to the Plaintiff any public interest is only minimal and does not outweigh Plaintiff's interest in maintaining his reputation.

However, harm to ones reputation in business or personal matters does not rise to the standard of "good cause" as required to seal an order. (Landberg v. National Enterprises, 2007 WL 2176343 [July 6, 2007]). Here, Plaintiff has not shown that allegations in this case against him are groundless. Plaintiff has not presented any evidence that the records at issue are a source of information that would harm Plaintiff or his business. "Conclusory assertions of harm do not suffice...Such a generalized preference for confidentiality is not enough. Nor is the desire of a corporation to protect its reputation, statute or image." (Landberg v. National Enterprises, 2007 WL 2176343 \*8 [July 6, 2007] citing Griffin v. Scudder, Stevens & Clark, Inc., NYLJ June 28, 1991 at 22 col 3 [Sup Ct. 1<sup>st</sup> Dept Baer, J.]). The fact that Plaintiff may experience prejudice as a result of this matter is insufficient to outweigh the public interest in this matter. It follows that Plaintiff's motion to seal the Award is denied.

Defendant's cross-motion for confirmation of the Award is granted. "The confirmation of an arbitration award is a summary proceeding that converts a final arbitration award into a judgment of the court." (Ono Pharmaceutical Co., Ltd v. Cortech, Inc. 2003 WL 22481379 at \*2 (Nov. 3, 2003). A court must grant a motion to confirm an award unless the non-moving party satisfies the very high burden of establishing grounds for vacating or

modifying the award. (Steward Taboro & Chang, Inc. v. Stewart, 28 AD2d 385 [1<sup>st</sup> Dept 2001]). Since the Plaintiff has not established grounds for vacating or modifying the Award of the Arbitration Panel, Defendant's motion is granted.

Accordingly it is

ORDERED that Defendant's cross-motion to confirm the Award is granted. Plaintiff shall have twenty days from service of this order with notice of entry to appeal this order; and it is further

ORDERED that Plaintiff's motion for an order sealing the file in this matter is granted solely to the extent that the Arbitration Award is sealed until December 31, 2007. In the absence of an order from the Appellate Division, First Department, the Award shall become public on January 2, 2008

This memorandum opinion constitutes the decision and order of the Court.

DATED: 12/10/07

ENTER:

*WBT*

\_\_\_\_\_  
WALTER B. TOLUB J.S.C.

**FILED**

DEC 10 2007

COUNTY CLERK'S OFFICE  
NEW YORK