

Vore v Seaport Global Holdings, LLC

2021 NY Slip Op 32531(U)

December 2, 2021

Supreme Court, New York County

Docket Number: Index No. 152094/2020

Judge: Joel M. Cohen

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M

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ADAM VORE	INDEX NO.	<u>152094/2020</u>
Plaintiff,		
- v -	MOTION DATE	<u>N/A, 09/08/2021</u>
SEAPORT GLOBAL HOLDINGS LLC,	MOTION SEQ. NO.	<u>003 004</u>
Defendant.		

**DECISION + ORDER ON
MOTION**

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HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 003) 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 64, 65

were read on this motion to COMPEL DISCOVERY.

The following e-filed documents, listed by NYSCEF document number (Motion 004) 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119

were read on this motion to COMPEL DISCOVERY.

Plaintiff seeks an order pursuant to CPLR § 3124 compelling Defendant Seaport to produce: (a) documents concerning Seaport's (or any Seaport affiliate, principal, or officer) holdings of, and trading activity related to, UrtheCast Corp. (including buys, sells, transfers, borrowings, lending, hypothecations and derivatives thereof) from August 10, 2018 to present; (b) the separation agreement, if any, between Seaport and Daniel O. Conwill IV (with financial terms redacted); and (c) a detailed privilege log for limited time periods.¹

¹ Requests (a) and (b) coincide with Plaintiff Document Request Nos. 14 and 15 (NYSCEF 77, at 6). Plaintiff's request for a detailed privilege log is moot as Defendant represents that is complying with this request.

Defendant objects to Plaintiff's request for documents concerning Seaport transactions with non-party UrtheCast on the ground that Plaintiff's theory of entitlement to that information is speculative and is simply an attempt to gain leverage in this action. Finally, Defendant objects to producing the separation agreement as Plaintiff has no grounds to demand any agreement between Seaport and its former Co-CEO and head of investment banking.

DISCUSSION

“New York has long favored open and far-reaching pretrial discovery. To a large extent, New York's open disclosure policy was intended to mark an end to the presentation of totally unexpected evidence and to substitute honesty and forthrightness for gamesmanship” (*DiMichel v S. Buffalo Ry. Co.*, 80 NY2d 184, 193 [1992]). CPLR 3101(a)(1) provides that “[t]here shall be full disclosure of all matter material and necessary in the prosecution or defense of an action, regardless of the burden of proof.” It is well-settled that “[t]he material and necessary standard is to be interpreted liberally to require disclosure of any facts bearing on the controversy which will assist preparation for trial by sharpening the issues and reducing prolixity” (*Reyes v Lexington 79th Corp.*, 149 AD3d 508, 509 [1st Dept 2017], citing *Allen v Crowell-Collier Publ. Co.*, 21 NY2d 403, 406 [1968]).

“[C]ompeting interests must always be balanced; the need for discovery must be weighed against any special burden to be borne by the opposing party” (*Kavanagh v. Ogden Allied Maint. Corp.*, 92 NY2d 952, 954 [1998], quoting *O'Neill v Oakgrove Constr.*, 71 NY2d 521, 529 [1988]). CPLR 3122(a)(1) and the Commercial Rules require that objections to discovery requests “state with reasonable particularity the grounds for any objection to the production.” Commercial Rule 11-e(b)(ii) requires a responding party to state “whether any documents or categories of documents are being withheld, and if so, which of the stated objections forms the

basis for the responding party's decision to withhold otherwise responsive documents or categories of documents.”

A. Seaport's UrtheCast Trading Activity

Plaintiff has established that Seaport's UrtheCast trading activity may include evidence that is “material and necessary” to the prosecution of Plaintiff's claims. Accordingly, Defendant must produce non-privileged documents responsive to Plaintiff's Document Request No. 14.

B. Mr. Conwill's Separation Agreement

Plaintiff's motion to compel production of Mr. Conwill's Separation Agreement (Document Request No. 15) is granted in part. Defendant must produce portions of the agreement, if any, that relate to Plaintiff or his claims in this case. Defendant's general assertions in opposition to the motion do not exclude the possibility that such portions may exist.

C. Privilege Log

Finally, Plaintiff requests a detailed privilege log is moot, as Defendant represents that it is complying with Plaintiff's request (*see* NYSCEF 101 [Def. Br. in opp. at 7–8]).

Accordingly, it is

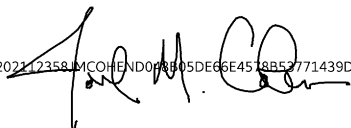
ORDERED that Plaintiff's Motion to Compel (Mot. Seq. 003) is denied without prejudice as moot because it was superseded by Mot. Seq. 004; it is further

ORDERED that Plaintiff's Motion to Compel (Mot. Seq. 004) is hereby **granted** with respect to Plaintiff's Document Request No. 14 and **granted in part** with respect to Document Request No. 15; it is further

ORDERED that Plaintiff's request for a detailed privilege log is **denied without prejudice as moot**; it is further

This constitutes the Decision and Order of the Court.

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12/2/2021
DATE

JOEL M. COHEN, J.S.C.

CHECK ONE:

CASE DISPOSED

GRANTED

SETTLE ORDER

INCLUDES TRANSFER/REASSIGN

DENIED

NON-FINAL DISPOSITION

GRANTED IN PART

SUBMIT ORDER

FIDUCIARY APPOINTMENT

OTHER

REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: