

**Charter Communications Operating, LLC v Sonus  
Networks, Inc.**

2026 NY Slip Op 31499(U)

April 9, 2026

Supreme Court, New York County

Docket Number: Index No. 653435/2022

Judge: Anar Rathod Patel

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 45

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CHARTER COMMUNICATIONS OPERATING,  
LLC,

Plaintiff,

- v -

SONUS NETWORKS, INC. and RIBBON  
COMMUNICATIONS OPERATING COMPANY,  
INC.,

Defendants.

**INDEX NO.** 653435/2022

**MOTION DATE** 12/31/2025

**MOTION SEQ. NO.** 013

**DECISION + ORDER ON MOTION**

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**HON. ANAR RATHOD PATEL:**

The following e-filed documents, listed by NYSCEF document number (Motion 013) 511–27, 529, 530, 532, 534, 655–68, 671, 672, 674, 681–87, 689, 690 were read on this motion to/for SEAL.

Plaintiff Charter Communications Operating, LLC (“Plaintiff”) moves for an order sealing and/or redacting certain documents filed by Charter and Defendants Sonus Networks, Inc. and Ribbon Communications Operating Company, Inc. (“Defendants”) in support of their respective motions for summary judgment (Motion 013). Defendants do not oppose Plaintiff’s motion.

Pursuant to § 216.1(a) of the Uniform Rules for Trial Courts, the Court may seal a filing “upon a written finding of good cause, which shall specify the grounds thereof. In determining whether good cause has been shown, the court shall consider the interests of the public as well as of the parties.” “There is a presumption that the public has the right of access to the courts to ensure the actual and perceived fairness of the judicial system, as the ‘the bright light cast upon the judicial process by public observation diminishes the possibilities for injustice, incompetence, perjury, and fraud.’” *Mancheski v. Gabelli Grp. Cap. Partners*, 39 A.D.3d 499, 501 (2d Dept. 2007) (quoting *Republic of Philippines v. Westinghouse Elec. Corp.*, 949 F.2d 653 (3d Cir. 1991)). “The public right to access, however, is not absolute.” *Mosallem v. Berenson*, 76 A.D.3d 345, 349 (1st Dept. 2010). “The burden of proof on a sealing application is upon the party who desires that the record be impounded or, as here, remain sealed because of the need to establish compelling circumstances for the secrecy . . . .” *Coopersmith v. Gold*, 156 Misc. 2d 594, 606 (N.Y. Sup. Ct. Rockland Cnty. 1992). “Although the rule does not further define ‘good cause,’ a standard that is ‘difficult to define in absolute terms,’ a sealing order should rest on a ‘sound basis or legitimate need to take judicial action,’ a showing properly burdening the party seeking to have a sealed record remain sealed.” *Danco Lab’ys, Ltd. v. Chem. Works of Gedeon Richter, Ltd.*, 274 A.D.2d 1, 8 (1st Dept. 2000) (quoting *id.*).

Courts have routinely held that, in the business context, a negative impact as to a movant's ability to conduct business or participate in negotiations is sufficient to warrant sealing. *See e.g., Mavel, a.s. v. Rye Dev., LLC*, 79 Misc. 3d 1231(A) (N.Y. Sup. Ct. N.Y. Cnty. 2023); *People v. Leasing Expenses Co. LLC*, 73 Misc. 3d 1207(A) (N.Y. Sup. Ct. N.Y. Cnty. 2021). Similarly, courts have held that sealing is warranted for records that "are a source of business information which might harm a litigant's competitive standing." *Crain Commc'ns, Inc. v. Hughes*, 135 A.D.2d 351, 351 (1st Dept. 1987), *aff'd*, 74 N.Y.2d 626 (1989). The absence of a showing of "any legitimate public concern, as opposed to mere curiosity" may also weigh in favor of sealing. *Id.* at 352; *Dawson v. White & Case*, 184 A.D.2d 246, 247 (1st Dept. 1992) (same).

However, merely marking certain documents as "confidential" "is not controlling on the court's determination whether there is good cause to seal the record." *Mosallem*, 76 A.D.3d at 350. The First Department "has generally been reluctant to allow the sealing of court records and has authorized sealing only in strictly limited circumstances," *e.g.*, "where trade secrets are involved, or where the release of documents could threaten a business's competitive advantage." *Id.* at 350–51 (citations omitted). Sealing should therefore be denied where "there is no showing that the documents contain any trade secrets or other revelations that might harm [a party's] competitive standing in the industry." *Id.* at 351.

### Legal Analysis

Plaintiff seeks to seal six categories of documents. First, Plaintiff seeks to seal "non-party documents or documents containing non-party confidential information related to the *Sprint* Litigation."<sup>1</sup> NYSCEF Doc. No. 512 at 6. This category entails three types of documents: third-party litigation documents from the *Sprint* Litigation; Plaintiff's discovery responses or filings in the *Sprint* Litigation; and confidential communications between Plaintiff and non-parties in connection with the *Sprint* litigation. The Court finds that most of these documents contain sensitive information from nonparties, disclosure of which "could impinge on the privacy rights of third parties who clearly are not litigants herein." *Mancheski*, 39 A.D.3d at 502. Accordingly, sealing is warranted for these documents.<sup>2</sup> *See, e.g., Linkable Networks, Inc. v. Mastercard Inc.*, 75 Misc. 3d 1231(A) (N.Y. Sup. Ct. N.Y. Cnty. 2022) (sealing documents that "contain extensive sensitive, nonpublic financial information concerning business strategies, licensing agreements and agreements and fees of nonparties as well as legal planning"); *McGrath v. Debs*, No. 655804/2025, 2025 WL 2999624, at \*1 (N.Y. Sup. Ct. N.Y. Cnty. Oct. 22, 2025) ("Courts have further held that sealing is appropriate to warrant protection of third-party names, contact information, and private financial information." (collecting cases)).

However, this conclusion does not apply to Plaintiff's discovery responses, in which Plaintiff seeks to "conceal the identity of [its] file synchronization and backup service vendor."<sup>3</sup> NYSCEF Doc. No. 512 at 7. Plaintiff contends that "a nefarious actor could utilize that

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<sup>1</sup> The "*Sprint* Litigation" refers to a prior dispute between Plaintiff and Sprint Communications Company, L.P. ("Sprint"). In the instant action, Plaintiff seeks indemnity from Defendants in connection with its defense and settlement of the *Sprint* Litigation.

<sup>2</sup> NYSCEF Doc. Nos. 383–88, 390–93, 418, 420, 435, 440, 443, 445, 446, 457, 461, 477–84.

<sup>3</sup> NYSCEF Doc. Nos. 427, 428.

information for improper purposes to harm [its] business, such by hacking [its] systems.” *Id.* Plaintiff fails to provide any explanation for how the name of a vendor, on its own, could facilitate such an outcome.<sup>4</sup> Consequently, “there is no evidence in the record” as to why this information is “so confidential or sensitive that public access to [it] should be restricted.” *Mosallem*, 76 A.D.3d at 350.

The second category of documents comprises “non-public and confidential expert reports produced in this litigation, the *Sprint* Litigation, and a litigation against a non-party. NYSCEF Doc. No. 512 at 9. This category entails four types of documents: expert reports submitted in this litigation, expert reports submitted in a parallel Delaware lawsuit between the parties, expert reports submitted in the *Sprint* Litigation, and expert reports submitted in a separate suit against a non-party. Plaintiff attests that this Court previously directed the parties to submit expert reports under seal. *Id.* at 10 (citing NYSCEF Doc. No. 251 at 20:7–14). However, in that instance, the Court merely advised the parties on how to submit information that they claimed was confidential—it did not make a determination that good cause existed to seal the documents (and could not have, as had not yet seen the documents in question).

Nevertheless, the Court finds that good cause exists to seal these documents, as they contain sensitive business and technical information that, if disclosed, could harm Plaintiff’s or non-parties’ competitive standing.<sup>5</sup> This conclusion is reinforced by the fact that, as Plaintiff indicates, the courts in the Delaware action and the *Sprint* Litigation accepted several of these reports to be filed under seal. *See Mavel, a.s. v. Rye Dev., LLC*, 79 Misc. 3d 1231(A) (N.Y. Sup. Ct. N.Y. Cnty. 2023) (finding sealing particularly appropriate as the documents in question “were accepted for filing under seal” by other courts). However, several of the reports in question contain extensive passages that do not address the types of sensitive material described by Plaintiff in its motion.<sup>6</sup> Accordingly, Plaintiff is directed to submit proposed redactions to these documents, tailored to only the portions of these documents addressing sensitive non-public information.

The third category of documents comprises Plaintiff’s “non-public, confidential, and sensitive business and legal information related to the settlement of the *Sprint* Litigation.” NYSCEF Doc. No. 512 at 11. This category entails four types of documents: the confidential settlement agreement resolving the *Sprint* Litigation; Plaintiff’s internal communications regarding the *Sprint* Litigation and/or settlement thereof, or related deposition testimony; Plaintiff’s confidential mediation statement and communications to third-party neutrals (*i.e.*, magistrate judges and private mediators); and Plaintiff’s confidential communications with Sprint regarding settlement. Plaintiff also seeks to redact Defendants’ discovery responses quoting Plaintiff’s mediation statement and deposition testimony regarding legal strategy and planning for the *Sprint* Litigation.

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<sup>4</sup> Plaintiff also asserts, throughout its motion, that sealing is warranted because the parties designated the documents in question as confidential under the relevant protective order. However, marking documents as “confidential” “is not controlling on the court’s determination whether there is good cause to seal the record.” *Mosallem*, 76 A.D.3d at 350.

<sup>5</sup> NYSCEF Doc. Nos. 360–65, 382, 390–93, 418–20, 422–426, 435, 438, 446, 495.

<sup>6</sup> NYSCEF Doc. Nos. 360–65, 382, 424, 425, 435, 495.

Here, Plaintiff has established good cause for the settlement agreement to remain under seal.<sup>7</sup> The settlement agreement “contained a confidentiality provision, and the terms of the settlement are not material” to the parties’ summary judgment motions. *IDW Grp., LLC v. Levine Ins. Risk Mgmt. Servs., Inc.*, 40 Misc. 3d 368, 382 (N.Y. Sup. Ct. N.Y. Cnty. 2013) (citing *Velazquez v. St. Barnabas Hosp.*, 57 A.D.3d 251 (1st Dept. 2008)). Nevertheless, “if this case proceeds to trial, the settlement amount will not remain confidential . . . since it directly impacts” Defendants’ potential liability. *Id.* Similarly, Plaintiff’s communications with Sprint contain information from a third party that, for the reasons set forth *supra*, warrant sealing.<sup>8</sup>

Plaintiff contends that the other documents related to the settlement reflect Plaintiff’s “business and legal considerations” or “negotiation tactics” concerning the *Sprint* Litigation, disclosure of which could competitively harm Plaintiff.<sup>9</sup> NYSCEF Doc. No. 512 at 12. The Court is not persuaded. The type of information warranting sealing out of concern for competitive harm is generally limited to that involving “current or future business strategies” or other proprietary information (*e.g.*, trade secrets or financial information). *Mancheski*, 39 A.D.3d at 503; *Chen Dongwu v. New York City Reg’l Ctr. LLC*, 85 Misc. 3d 1202(A) (N.Y. Sup. Ct. N.Y. Cnty. 2025) (same). Plaintiff fails to explain how its negotiation strategies and processes from five years ago are sufficiently contemporary so as to provide insight into its “current or future” strategies, or how their disclosure might otherwise threaten Plaintiff’s competitive advantage. Furthermore, “while there is a strong public interest in encouraging the settlement of private disputes, conclusory claims of the need for confidentiality of settlement agreements are insufficient to seal a record.” *In re Will of Hofmann*, 284 A.D.2d 92, 94 (1st Dept. 2001). This principle applies with even greater force to Plaintiff’s internal communications or communications with third-party neutrals—particularly because, in contrast to the settlement agreement, Plaintiff’s settlement strategy (and related communications) *are* material to the parties’ summary judgment motions.

The fourth category of documents comprises “financial, billing, [and] invoice documents of [Plaintiff] or non-parties.” NYSCEF Doc. No. 512 at 16. This category entails three types of documents: an excerpt of Plaintiff’s corporate bank account statement; spreadsheets reflecting invoice, biller, and expense information related to costs paid by Plaintiff in connection with the *Sprint* Litigation; and a non-party invoice for services rendered for Plaintiff in connection with the defense of the *Sprint* Litigation.<sup>10</sup> These documents “contain extensive sensitive, nonpublic financial information” for which sealing is warranted. *Linkable Networks, Inc. v. Mastercard Inc.*, 75 Misc. 3d 1231(A) (N.Y. Sup. Ct. N.Y. Cnty. 2022); *see also D’Amour v. Ohrenstein & Brown, LLP*, 17 Misc. 3d 1130(A) (N.Y. Sup. Ct. N.Y. Cnty. 2007) (“Sealing a court file may be appropriate to preserve the confidentiality of materials which involve the internal finances of a party and are of minimal public interest.”). As “there is no compelling public interest in the documents at issue, and as there is no opposition, the court finds that these records should be sealed.” *Linkable*, 75 Misc. 3d 1231(A).

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<sup>7</sup> NYSCEF Doc. Nos. 378, 493, 573.

<sup>8</sup> NYSCEF Doc. Nos. 469, 470, 485, 486, 488.

<sup>9</sup> NYSCEF Doc. Nos. 389, 402, 448, 450, 452–55, 487, 489, 491, 492, 494.

<sup>10</sup> NYSCEF Doc. Nos. 396, 465–67.

The fifth category of documents comprises Plaintiff's "non-public and sensitive business, legal, technical, or trade secret information." NYSCEF Doc. No. 512 at 18. This category entails two types of documents: an email and attachment reflecting Plaintiff's request for a proposal from a non-party and Plaintiff's technical engineering documents.<sup>11</sup> Plaintiff also seeks to redact discovery responses from the *Sprint* Litigation and deposition testimony concerning Plaintiff's technical and related financial information.<sup>12</sup> As characterized by Plaintiff, these documents contain "technical and engineering specification and information related to [Plaintiff's] provision of VoIP services, both past and present." *Id.* at 19. Consequently, while these documents are not exclusively addressed to Plaintiff's *current* operations, they appear to be sufficiently concerned with Plaintiff's current operations that disclosure of these documents would put Plaintiff at a competitive disadvantage. *See United Launch Alliance, LLC v. L3harris Cincinnati Electronics Corp.*, No. 653704/2024, 2025 WL 346495, at \*2 (N.Y. Sup. Ct. N.Y. Cnty. Jan. 30, 2025) (finding good cause to seal documents containing "commercially-sensitive and proprietary information . . . including . . . engineering, design, and manufacturing processes and services"). Additionally, the number of documents that Plaintiff seeks to seal on this basis is limited. Consequently, the Court finds that these documents should be sealed.

The last category of documents comprises Plaintiff's "non-public, sensitive, and confidential communications with [Defendants] concerning business and legal agreements, arrangements, and obligations."<sup>13</sup> NYSCEF Doc. No. 512 at 20. As characterized by Plaintiff, this includes "the parties' business and legal communications regarding obligations under the Agreement entered into between the Parties regarding the sale of VoIP equipment to [Plaintiff] (which contains a confidentiality clause)," which "were confidential and were exchanged in connection with the *Sprint* Litigation." *Id.* Plaintiff claims that non-parties could use the information contained therein "to ascertain [Plaintiff's] negotiation processes and methods." *Id.* at 21. However, these documents—like the internal settlement-related communications discussed *supra*—are from anywhere from four to fifteen years ago; and just as with the settlement-related communications, Plaintiff fails to explain how these documents address "current or future business strategies." *Mancheski*, 39 A.D.3d at 503; *Chen Dongwu v. New York City Reg'l Ctr. LLC*, 85 Misc. 3d 1202(A) (N.Y. Sup. Ct. N.Y. Cnty. 2025).

Plaintiff seeks to seal or redact additional exhibits filed in association with the parties' opposition briefs. However, in contrast to the detailed justification provided by Plaintiff for sealing or redacting the exhibits filed in association with the parties' moving briefs, Plaintiff offers only a cursory explanation for why these later-filed documents should be redacted or sealed. Specifically, for each of these documents, Plaintiff offers only a brief identification of each document and the categories within which each document allegedly falls. *See generally* NYSCEF Doc. No. 658. However, Plaintiff entirely fails to identify *with specificity* the information contained within any particular document, let alone why that information is sufficiently sensitive as to warrant the sealing or redaction of the document. Indeed, Plaintiff's review of these documents does not seem to have been particularly rigorous. *See, e.g., id.* at 8 (seeking to seal NYSCEF Doc. No. 613 on the basis that it contains "Nonpublic and Sensitive Business, Legal,

<sup>11</sup> NYSCEF Doc. Nos. 430, 431, 433, 498.

<sup>12</sup> NYSCEF Doc. Nos. 367, 369, 389, 432, 434.

<sup>13</sup> NYSCEF Doc. Nos. 374–77, 397–401, 403–06, 409, 447, 451, 468, 473–76, 490.

Technical, or Trade Secret Information . . . produced in this Litigation by a non-party”; this document appears to consist solely of photocopies of two compact discs and associated cover letters); and at 15 (seeking to seal NYSCEF Doc. No. 548 on the basis that it contains Plaintiff’s “Nonpublic and Sensitive Business, Legal, Technical, or Trade Secret Information” and/or constitutes a “Non-Public and Confidential Expert Report[]”; this document merely sets out estimated figures for attorneys’ fees and other litigation expenses, among other decontextualized errata).<sup>14</sup>

Consequently, with respect to these documents, Plaintiff has failed to meet its “burden to demonstrate compelling circumstances to justify restricting public access.” *Maxim, Inc. v. Feifer*, 145 A.D.3d 516, 517 (1st Dept. 2016). This conclusion is only reinforced by the fact that Plaintiff’s motion, with respect to these documents, “was accompanied solely by the affirmation of an attorney who did not purport to have any personal knowledge of the documents. No affidavits were submitted by any of [Plaintiffs’ employees], the authors of the documents or the participants in the events recorded therein.” *Mosallem*, 76 A.D.3d at 350. The Court therefore finds that good cause does not exist for sealing or redacting the exhibits filed in association with the parties’ opposition briefs.

Accordingly, it is hereby

**ORDERED** that Plaintiff’s Motion to Seal (Mot. No. 013) is GRANTED IN PART and DENIED IN PART; and it is further

**ORDERED** that the Clerk of the Court, upon service of a copy of this Decision and Order with notice of entry, shall maintain under seal NYSCEF Doc. Nos. 353, 355, 360–65, 378, 382–93, 396, 411–13, 418–20, 422–426, 430, 431, 433, 435, 438, 440, 443, 445, 446, 457, 461, 465–67, 469, 470, 477–86, 488, 493, 495, 498, 502, 503, 515–27, 542, 543, 573, 595, 616, 659–62, 673, 675, 678, 679, and 685–87 so that the documents may only be accessible by the parties, their counsel, and authorized court personnel; and it is further

**ORDERED** that the Clerk of the Court shall unseal the following NYSCEF documents: 374–77, 397–401, 402–06, 409, 427, 428, 447, 448, 450–55, 468, 473–76, 487, 489–92, 494, 545, 547–49, 551–54, 560, 576–85, 588, 590, 591, 597–601, 603–05, 613, 615, 617–28, 630, 635, 638, 640–42, 645–48, 650, 652–53, and 663–68; and it is further

**ORDERED** that on or before April 17, 2026, Plaintiff shall file proposed amended redactions to NYSCEF Doc. Nos. 353, 355, 360–65, 382, 389, 411–13, 424, 425, 435, 495, 502,

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<sup>14</sup> The Court also directed the parties to “identify the extent to which the material sought redacted or sealed consists of the same information/subject matter that the Court has previously authorized to be filed in redacted or sealed form on a final determination, rather than as interim relief.” NYSCEF Doc. No. 670. While the parties did file a letter in accordance with this directive, it appears to suffer from the same lack of diligence. See NYSCEF Doc. No. 674 at 9, 12 (asserting that NYSCEF Doc. Nos. 549 and 585 were similar or identical to documents subject to prior sealing orders, but failing to mention that the majority of the content of these later-filed documents was *not* addressed in prior sealing orders); and at 12 (asserting that NYSCEF Doc. No. 583 was similar or identical to documents subject to prior sealing orders, but citing to documents that bear none of the same content as NYSCEF Doc. No. 583).

503, 542, 543, 595, 616, 673, 675, 678, and 679 reflecting the determinations set forth herein; and it is further

**ORDERED** that on or before April 17, 2026, Plaintiff shall file publicly available, redacted versions of NYSCEF Doc. Nos. 367, 369, 432, and 434 reflecting the redactions set forth in NYSEF Doc. Nos. 519, 520, 525, and 526; and it is further

**ORDERED** that future submissions that contain the same information/subject matter that the Court has authorized to be filed in redacted or sealed form pursuant to this Decision and Order may be filed in redacted or sealed form on NYSCEF, provided that an unredacted copy of any redacted document is contemporaneously filed under seal, and the parties shall submit a proposed sealing order to the Court citing to the relevant order permitting the documents/information to be redacted or sealed; and it is further

**ORDERED** that the Clerk of the Court shall maintain future submissions in redacted or sealed form that contain the same information/subject matter that the Court has authorized to be filed in redacted or sealed form pursuant to this Decision and Order subject to the foregoing; and it is further

**ORDERED** that nothing in this Decision and Order shall be construed as authorizing the sealing or redactions of any documents or evidence to be offered at trial; and it is further

**ORDERED** that service upon the Clerk of the Court shall be made in accordance with the procedures set forth in the *Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the “E-Filing” page on the court’s website).

The foregoing constitutes the Decision and Order of this Court.

4/9/2026

DATE



ANAR RATHOD PATEL, A.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: