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

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TCW GROUP, INC., TCW LLC,

Plaintiffs,

- v -

JESS RAVICH,

Defendant.

INDEX NO. 653613/2024

MOTION DATE 01/31/2026

MOTION SEQ. NO. 005

DECISION + ORDER ON MOTION

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HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 005) 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 134, 138, 139, 140, 141, 142, 143, 144, 155

were read on this motion to COMPEL DISCOVERY.

Defendant Jess Ravich ("Ravich") moves for an Order pursuant to CPLR 3124 compelling Plaintiffs TCW Group, Inc. and TCW LLC (together, "TCW") to produce documents in response to Ravich's Requests for the Production of Documents dated March 18, 2025 (NYSCEF 130) specifically regarding (i) a confidential settlement agreement between TCW and Sara Tirschwell, and (ii) documents related to insurance proceeds TCW received to defend against Ms. Tirschwell's claims. TCW opposes this motion. For the following reasons, Ravich's motion is granted.

Under CPLR 3124, "[i]f a person fails to respond to or comply with any request, notice, interrogatory, demand, question or order under this article . . . the party seeking disclosure may move to compel compliance or a response" (CPLR 3124). According to CPLR 3101, "[t]here shall be full disclosure of all matter material and necessary in the prosecution or defense of an action." (CPLR 3101[a]). "The words, 'material and necessary', are . . . to be interpreted

liberally to require disclosure, upon request, of any facts bearing on the controversy which will assist preparation for trial by sharpening the issues and reducing delay and prolixity. The test is one of usefulness and reason." (*Allen v Crowell-Collier Pub. Co.*, 21 NY2d 403, 406 [1968]).

Here, Ravich has demonstrated that the Settlement Agreement is material and necessary. "[D]isclosure of the terms of a settlement agreement by a settling party to a nonsettling party may be appropriate, despite the presence of a confidentiality clause in the agreement, where the terms of the agreement are 'material and necessary' to the nonsettling party's case" (*Osowski v AMEC Const. Mgt., Inc.*, 69 AD3d 99, 106 [1st Dept 2009]).

While TCW has confirmed that it is not seeking common law indemnification of any amounts paid to Ms. Tirschwell for her retaliation claim under the settlement agreement—a claim which has been dismissed by the Court (*see* NYSCEF 48) —TCW seeks reimbursement of amounts advanced to Ravich and incurred in paying its own lawyers in the Tirschwell litigation in the millions of dollars. While it may be true, as TCW argues, that a settlement amount is not indicative of the value of the claim (*see Cook v State*, 105 Misc 2d 1040, 1045 [Ct Cl 1980]), it may be relevant to Ravich's argument that Mr. Lippman was the principal wrongdoer, whether fees incurred by TCW were reasonable, and whether Ravich acted in good faith by settling for (allegedly) a much lower amount. To protect TCW's (and presumably Ms. Tirschwell's) confidentiality concerns, TWC may initially produce the settlement agreement with an attorney's eyes only designation, subject to Ravich's right to contest that designation.

Second, Ravich is entitled to the production of the Insurance Documents, including the allocation of insurance payments.[1] TCW's argument that this request is "moot" because Ravich

[1] While TCW argues that Ravich did not clearly identify what insurance documents he was seeking, in the parties' Rule 14 letters, Ravich made clear to TCW what documents it is seeking

already has this information is misplaced. The fact that Ravich may already have some of these documents does not relieve TCW of its responsibility to produce them.

Additionally, TCW argues that the Insurance Documents are irrelevant because the collateral source rule applies. Under the collateral source rule "a personal injury award may not be reduced or offset by the amount of any compensation that the injured person may receive from a source other than the tortfeasor" (*Inchaustegui v 666 5th Ave. Ltd. Partnership*, 96 NY2d 111, 115 [2001]). The parties dispute whether and to what extent the collateral source rule applies in the context of this case. The Court need not resolve that dispute at this time because the collateral source rule, even if it applies, does not bar *production* of the Insurance Documents. Whether or not Ravich can ultimately use such documents to reduce the amount TCW seeks remains an open issue.

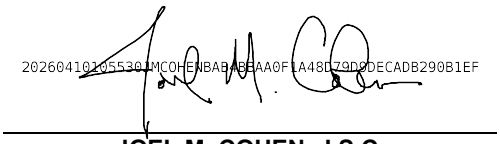
The Court has considered the parties' remaining arguments and finds them unavailing.

Accordingly, it is

ORDERED that Ravich's motion is **GRANTED** insofar as TCW is directed to produce the Settlement Agreement (it may be produced by TCW initially with an attorney's eyes-only designation, subject to challenge by Ravich) and the Insurance Documents.

(*see* NYSCEF 122-123) and this issue was already addressed at a December 2, 2025 compliance conference with the Court's law clerk. To require Ravich to now serve additional requests seeking these same documents would be an inefficient use of the parties' and the Court's time.

This constitutes the Decision and Order of the Court.



4/10/2026
DATE

JOEL M. COHEN, J.S.C.

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