

Corazon Energy, LLC v NRG Bus. Mktg. LLC

2026 NY Slip Op 31744(U)

April 21, 2026

Supreme Court, New York County

Docket Number: Index No. 653256/2024

Judge: Nancy M. Bannon

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. NANCY M. BANNON PART 61M
Justice
CORAZON ENERGY, LLC
Plaintiff,
- v -
NRG BUSINESS MARKETING LLC,
Defendant.
INDEX NO. 653256/2024
MOTION DATE 11/3/2025, 12/5/2025,
MOTION SEQ. NO. 006 007 011 012
DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 006) 134, 135, 136 were read on this motion to/for SEAL

The following e-filed documents, listed by NYSCEF document number (Motion 007) 137, 138, 139 were read on this motion to/for SEAL

The following e-filed documents, listed by NYSCEF document number (Motion 011) 144, 145, 149 were read on this motion to/for SEAL

The following e-filed documents, listed by NYSCEF document number (Motion 012) 147, 148, 150 were read on this motion to/for SEAL

In this breach of contract action arising from an agreement to sell and purchase wholesale electricity, the defendant moves pursuant to 22 NYCRR 216.1 to seal documents filed in opposition to the plaintiff's summary judgment motion, consisting in a memorandum of law, the transcript of the deposition of defendant's employee Albert Chang, the transcript of Dr. Matthew Tanner's expert deposition, and a counterstatement of facts (NYSCEF Doc. Nos. 129, 131, 132, 133) (MOT SEQ 006) and the defendant's reply in support of its own motion for summary judgment and of its motion to exclude plaintiff's expert (MOT SEQ 011) (NYSCEF Doc. Nos. 142 and 143).

The plaintiff separately moves pursuant to 22 NYCRR 216.1 to seal certain documents filed in opposition to defendant's summary judgment motion (MOT SEQ 007), specifically a memo of law (Doc. No. 119), an affidavit by plaintiff's counsel Stephen J. Riccardulli, Esq. ("the 2025 Riccardulli Aff."), dated September 25, 2025, and Exhibits attached thereto [J, K, L, M, N and O] (Doc. Nos.

120-126), a response to defendant's statement of material facts (Doc. No. 127), and a memo in opposition to defendant's motion to preclude the expert (Doc. No. 128). The plaintiff also moves to seal a reply in further support of its own motion for summary judgment (MOT SEQ 012) (Doc. No. 146). All motions are unopposed. While the parties did not seek temporary restraining orders to maintain these documents under seal, the court notes that these documents were temporarily sealed upon filing.

All motions are denied as the relief sought is barred by the principle of law of the case, the issue having been decided in this court's order dated January 2, 2026, denying three prior motions to seal (MOT SEQ 003, 004, 005).

"The doctrine of law of the case is a rule of practice, an articulation of sound policy that, when an issue is once judicially determined that should be the end of the matter as far as Judges and courts of co-ordinate jurisdiction are concerned." See Martin v City of Cohoes, 37 NY2d 162, 165 (1975). The doctrine applies to "legal determinations that were necessarily resolved on the merits in [a] prior decision" (Baldasano v Bank of N.Y., 199 AD2d 184, 185 [1st Dept. 1993]), and, as relevant here, "to the same questions presented in the same case" (RPG Consulting, Inc. v Zormati, 82 AD3d 739, 740 [2nd Dept. 2011], citing People v Evans, 94 NY2d 499, 502 [2000]).

On MOT SEQ 006, all documents relate to a disputed interpretation to be given to clauses "Sections 4.4." and "Section 4.5" of the PPA in order to correctly calculate the liquidated damages owed by the plaintiff to the defendant. Along with the memo of law (Doc. No. 129) and a counterstatement of facts (Doc. No. 133) highlighting the defendant's positions, the defendant is seeking to seal the entire deposition transcript of Albert Chang, a director employed with the defendant (Doc. No. 131), explaining the functioning of the purchase and sale of solar energy, the generation of renewable energy credits (RECs) and the curtailment procedures in case of power shortages. Moreover, the defendant proposes to seal the entire deposition transcript of defendant's expert Dr. Matthew Tanner (Doc. No. 132). However, the arguments made in the memo of law for the instant motion are substantially the same as those made in support of its own motion for summary judgment (MOT SEQ 004). Moreover, a motion to seal an extract of Dr. Matthew Tanner's deposition was already denied (MOT SEQ 003).

On MOT SEQ 011, the defendant is similarly seeking to seal the reply in further support of its Motion for Summary Judgment (Doc. No. 142) and to seal the motion to exclude the plaintiff's

expert, Dr. Ledgerwood (Doc. No. 143). The exact same relief was sought and denied in MOT SEQ 004, where the defendant unsuccessfully sought to seal a memorandum of law in support of its summary judgment motion, a statement of material facts, and several exhibits in support thereof, including, a copy of the Power Purchase Agreement itself, and calculations of liquidated damages according to the defendant's reading of the PPA (Doc. Nos. 57, 58, 61 to 75, and 77 to 79) (MOT SEQ 004). The defendant was also unsuccessful in its MOT SEQ 005 to preclude Dr. Ledgerwood's testimony, his expert report and his deposition transcript (Doc. Nos. 104-107). The decision on those motions falls under the principle of the law of the case. Thus, this motion is also denied.

Similarly, in regard to plaintiff's MOT SEQ 007 and MOT SEQ 012, all documents relate to disputed interpretations of the contractual clauses "Sections 4.4 and 4.5" of the PPA. More specifically, Exhibits J (Doc. No. 121) is another excerpt of the deposition of Albert Chang, where he explains NRG's commercial practices and how the solar power bought from the plaintiff Corazon is partially sold to third parties. Exhibit K (Doc. No. 122) is an excerpt from the deposition of Vittorio Dini, a manager at Eni New Energy U.S. (a seller under the PPA together with plaintiff), expressing his professional opinion about his understanding of the contractual provisions relating to liquidated damages. Exhibits L-O (Doc. No. 123-26) are plaintiff's transaction confirmations between plaintiff Corazon and Direct Energy Business.

The court previously denied MOT SEQ 003, where the plaintiff sought sealing of a memorandum of law filed in support of its motion for summary judgment (NYSCEF Doc. No. 55), an affirmation filed in support thereof (NYSCEF Doc. No. 45), a statement of material facts (NYSCEF Doc. No. 40), and various exhibits attached to said motion (NYSCEF Doc. Nos. 41-44, and 48-54). Exhibit 1 is the Master Power Purchase and Sale Agreement (Doc. No. 41). Exhibits 2-4 consist of the confirmation for the sale of power units contingent to availability between plaintiff and Direct Energy Business and two subsequent amendments (Doc. Nos. 42-44). Exhibit 49 is a different excerpt of Vittorio Dini's deposition that was nevertheless related to the parties' diverging calculation of damages and the parties' informal communications about it before this lawsuit ensued. The plaintiff also seeks sealing of another excerpt of Chang's deposition (Doc. No. 52), email exchanges between the parties (Doc. Nos. 51 and 53) and a short extract of expert Dr. Tanner's deposition (Doc. No. 54) on the liquidated damages provision. Again, the relief sought is barred by the principle of the law of the case.

To the extent that the parties are seeking to seal the remaining portions of Chang’s deposition and a different excerpt of Dini’s deposition, which are not addressed in this court’s order dated January 2, 2026 (MOT SEQ 003, 004, and 005) both parties fail to meet their burden of demonstrating “good cause.” See 22 NYCRR 216.1(a); Matter of Hofmann, 284 AD2d 92, 93–94 (1st Dept. 2001); Mosallem v Berenson, 76 AD3d 345, 348 (1st Dept. 2010).

“There is a broad presumption that the public is entitled to access to judicial proceedings and court records.” Mosallem v Berenson, supra at 348. Because “confidentiality is clearly the exception, not the rule” (Matter of Hofmann, supra at 93–94), the First Department has authorized sealing “only in strictly limited circumstances.” Gryphon Dom. VI, LLC v APP Intl. Fin. Co., 28 AD3d 322, 325 (1st Dept. 2006); see Mosallem v Berenson, supra. This is not one of those circumstances.

Accordingly, upon the foregoing papers and this court’s prior orders, it is

ORDERED that both the parties’ motion to seal (MOT SEQ 006, 007, 011 and 012) are denied in their entirety; and it is further

ORDERED that the upon service of this Decision and Order upon him with notice of entry, the Clerk of the Court shall unseal the documents filed under NYSCEF Doc. Nos. 119, 120-26, 127, 128, 129, 131, 132, 133, 142, 143, and 146.

This constitutes the Decision and Order of the court.


NANCY M. BANNON, J.S.C.
HON. NANCY M. BANNON

4/21/2026
DATE

CHECK ONE:	<input type="checkbox"/> CASE DISPOSED	<input checked="" type="checkbox"/> DENIED	<input checked="" type="checkbox"/> NON-FINAL DISPOSITION	<input type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/> GRANTED		<input type="checkbox"/> GRANTED IN PART	
CHECK IF APPROPRIATE:	<input type="checkbox"/> SETTLE ORDER		<input type="checkbox"/> SUBMIT ORDER	
	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN		<input type="checkbox"/> FIDUCIARY APPOINTMENT	<input type="checkbox"/> REFERENCE