Clear St. LLC v Hidden Rd. Partners LP
2026 NY Slip Op 32034(U)
May 11, 2026
Supreme Court, New York County
Docket Number: Index No. 656452/2025
Judge: James d'Auguste

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **Hon. James E. d'Auguste** **PART 55**

Justice

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CLEAR STREET LLC, CLEAR STREET MANAGEMENT LLC, CLEAR STREET DERIVATIVES LLC,

Plaintiffs,

- v -

HIDDEN ROAD PARTNERS LP, HIDDEN ROAD PARTNERS CIV US LLC, MARC ASCH, NOEL KIMMEL, WILLIAM KRINSKY, PATRICK TRAVERS,

Defendants.

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INDEX NO. 656452/2025

MOTION DATE 02/17/2026

MOTION SEQ. NO. 005

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 005) 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 118, 169, 270, 272

were read on this motion to/for STAY.

Defendants Hidden Road Partners LP, Hidden Road Partners LLC, Marc Asch, Noel Kimmel, William Krinsky, Patrick Travers ("Defendants") seek a stay of this action, or at minimum a stay of discovery in this action. After oral arguments on April 3, 2026, this Court hereby grants the stay of this action pending developments of a parallel action in the Southern District of New York ("SDNY"),[1] and in two arbitrations. A stay is particularly warranted here where the parties agree that the merits of this action must be decided in arbitration. Under such circumstances, discovery and preliminary injunctive proceedings in this court would be duplicative, inefficient and would create the possibility of inconsistent rulings. As plaintiffs Clear Street LLC, Clear Street Management LLC, and Clear Street Derivatives LLC (collectively "Clear Street" or "Plaintiffs") themselves argued in the SDNY, "pursuit of its ultimate relief in

[1] Case number: 1:25-cv-08420 (AT)) in the United States District Court for the Southern District of New York (the "SDNY Action"). The docket sheet appears at NYSCEF Doc. No. 88.

the form of a preliminary injunction rather than proceeding expeditiously on the merits slows the litigation down, and adds unnecessary cost, expense, and delay." NYSCEF Doc. No. 102 (quoting *Cyber Power Sys. (USA) v. United States*, 471 F.Supp.3d 1371, 1378 (Ct Int'l Trade 2020)).

This stay is granted without prejudice to a party's motion seeking to lift the stay in appropriate circumstances in the future.

Background

The instant action was filed on December 15, 2025 (NYSCEF Doc. No. 2). It seeks to enforce a non-compete agreement, which expired shortly after the action was filed. After a hearing, Justice Borrock denied expedited discovery and a motion seeking a temporary restraining order. NYSCEF Doc. No. 71. He also invited the parties to seek a stay of discovery, but did not stay discovery at that time. NYSCEF Doc. No. 124 at 103:23-104:8.

Among other rulings, Justice Borrock denied the TRO because, "The relief sought is plainly overbroad." NYSCEF Doc. No. 71. He also took into account Clear Street's delay in filing this action, a delay which continued until the very eve of the expiration of the non-compete agreement. *Id.* As Justice Borrock stated: "the Plaintiffs lack adequate explanation as to why they waited for close to two months and until the end of the expiration of the covenant not to compete period to come to Court seeking relief." *Id.* Defendant Travers is now working at defendant Hidden Road Partners.

Justice Borrock concisely and accurately summarized this dispute:

> Pursuant to Section 3.2 of the Travers Management LLC Agreement, the parties agreed that Mr. Travers would not compete while employed by the Company (as defined in the Travers Management LLC Agreement) and for the period three (3) months after termination: so long as Employee is employed by the Company and for the period of three (3) months after the termination of employment with the Company for any reason, whether voluntarily or

> involuntarily, (the "Non-Compete Period"), Employee shall not, directly or indirectly, participate in, engage in or prepare to engage in any Competitive Business Act. (NYSCEF Doc. Nos. 19 § 3.2) . . . .
>
> Thus, the parties agreed that Mr. Travers could not compete with Management LLC while employed by Management LLC and for a period of three months after his employment with Management LLC. This is not however the harm alleged in the complaint. According to the complaint, Management LLC is not in the SWAP business. Clear Street Derivatives LLC is. Additionally, the parties agreed that for the term of employment and for twenty-four (24) months thereafter, Mr. Travers would not solicit or attempt to induce any current or former employee of Management LLC (NYSCEF Doc. No. 19 § 3.3). . . .
>
> The gravamen of the complaint in this case is that Mr. Travers and the other Defendants got a "head start" in creating a swap business at Hidden Road Partners LP such that they could compete with the Plaintiffs and that Mr. Travers violated the non-solicitation provision by attempting to induce certain employees to leave their employment with the Plaintiffs to go to work for Hidden Road Partners LP (see, e.g., NYSCEF Doc. Nos. 24 and 25). Additionally, the Plaintiffs allege that Mr. Travers conveyed proprietary information not otherwise disclosed in the marketplace through prospectus or otherwise and not generally understood about the swap business in violation of the employment agreement.

(NYSCEF Doc. No. 71).

This action overlaps with the SDNY Action. Plaintiffs could and should have filed this action as a compulsory counterclaim in the SDNY action. (*See* Point III, *supra*).[2] The federal action is more advanced than this action. NYSCEF Doc. No. 88. Unlike this case, in which no proceedings have occurred with respect to the motion for preliminary injunction, the SDNY has held a two-day hearing on the motion for preliminary injunction in that case and it is ripe for decision.

This case also overlaps with arbitration that plaintiffs filed in the Financial Industry Regulatory Authority ("FINRA"). Plaintiffs have conceded that the merits of their claims

[2] Justice Borrock discussed the issue of whether this claim should have been brought as a counterclaim in the SDNY, but did not decide the issue. NYSCEF Doc. 71 at 6 n.2 (stating that the issue of whether the case should have been brought in federal court "would require the exercise of supplemental jurisdiction and analysis by the federal court – not this Court.").

against Hidden Road must be arbitrated before FINRA. NYSCEF Doc. No. 85 at 13-14. Indeed, Plaintiffs initiated the FINRA Arbitration, which is currently in progress – scheduled for a conference in late April. NYSCEF Doc. No. 297.

It is also noteworthy that, regardless of the outcome of this stay motion, further proceedings in this matter will largely (with the possible exception of the claims against Hidden Road) be sent to arbitration. Pursuant to the parties' arbitration agreement dated February 17, 2026 (NYSCEF Doc. No. 109), the parties agreed that the merits of this case (after the preliminary injunction motion and certain other preliminary motions are decided) will be referred to JAMS arbitration.[3]

I. Standard for Granting a Stay

CPLR 3211 (a)(4) provides for the dismissal of an action or the issuance of any "such order as justice requires" when "there is another action pending between the same parties for the same cause of action in a court of any state." Similarly, CPLR 2201 authorizes this Court to "grant a stay of proceedings in a proper case, upon such terms as may be just." Pursuant to CPLR 3211 (a)(4) and Section 2201, this Court has broad authority to issue a stay in favor of the overlapping SDNY Action.[4]

The federal action was first-filed. NYSCEF Doc. No. 88. "New York courts generally follow the [ ] 'first-in-time' rule, which provides the court which has first taken jurisdiction is the one in which the matter should be determined and it is a violation of the rules of comity to

[3] At oral argument, counsel for Clear Street contended that the arbitration agreement forecloses Defendants' stay motion. NYSCEF Doc. No. 302 at 41. The agreement makes no mention of whether a motion for a stay could be filed, and in any event the parties did not seek the Court's approval on the agreement and, thus, cannot constrain the Court's ability to manage its docket. In particular, the parties' agreement cannot force the Court to decide any particular motions and cannot strip this Court of its inherent authority to issue stays in the interests of justice and pursuant to governing law.

[4] Clear Street also relies on Commercial Division Rule 11. *See* NYSCEF Doc. No. 302 at 39. Rule 11 states that stays during the pendency of motions to dismiss are discretionary. It does not address the issue of stays based upon other pending proceedings.

interfere." *Syncora Guarantee Inc. v. J.P. Morgan Sec. LLC*, 110 A.D.3d 87, 95 (1st Dep't 2013) (internal quotation marks and citation omitted). *See also Lava Media Pte Ltd. v. Hart*, 2026 WL 502055 (1st Dep't Feb. 24, 2026) (staying later-filed action by defendant to original action, holding "a stay under CPLR 2201 is not limited to situations in which the action stayed is between the same parties and for the same cause and relief as the other action"); *417 N. Comanche St., LLC v. EMRES II Texas, LLC*, 243 A.D.3d 430, 432 (1st Dep't 2025) (granting dismissal of second filed action).

The First Department has held that the two actions need not be identical under Section 3211 (a)(4) nor Section 2201. A stay is warranted where there is "a substantial identity of parties," and "both actions arose out of the 'same subject matter or series of alleged wrongs.'" *Mahar v. Gen. Elec. Co.*, 65 Misc. 3d 1121, 1131 (Sup. Ct., N.Y. Cnty. 2019), *aff'd*, 188 A.D.3d 534, 137 N.Y.S.3d 295 (2020) (quoting *PK Rest., LLC v. Lifshutz*, 138 A.D.3d 434, 436 (1st Dep't 2016) (citation omitted)); *Chan v. Zoullas*, 2012 WL 98492, at *2 (Sup. Ct., N.Y. Cnty. 2012). A stay may be granted where there are "common questions of fact and law." *Uptown Healthcare Mgmt., Inc. v. Rivkin Radler LLP*, 985 N.Y.S.2d 17, 17 (1st Dep't 2014) (affirming stay pending resolution of related action where there were "common question[s] of law and fact" but "not complete identity of parties and claims").

The fact that the Hidden Road defendants are named in this case and not the SDNY case is not dispositive. Courts have granted stays when the first-filed action and the later action have only one party in common. In this case, defendant Travers and the three Clear Street plaintiffs are parties in both the federal and state cases. "Substantial identity" of parties for purposes of CPLR 3211 (a)(4) "generally is present when at least one plaintiff and one defendant is common in each action." *See Morgulas v. J. Yudell Realty, Inc.*, 554 N.Y.S.2d 597, 599 (1st Dep't 1990);

ACE Fire Underwriters Ins. Co. v. ITT Indus., Inc., 14 Misc. 3d 1211(A) (Sup. Ct., N.Y. Cnty. July 19, 2006). *See also Case Capital Corp. v. Morgan Invest., Inc.*, 154 A.D.2d 501, 501, 546 N.Y.S.2d 127, 127 (2d Dep't 1989) (staying New York action for rescission of contract in favor of first-filed Maryland action by some of same defendants in New York action against plaintiffs in New York action, despite the fact that there was an additional party in the New York action).

II. The Overlap Between the Federal and State Actions Warrants a Stay

Although Clear Street contends that there is "zero" overlap between the federal and state actions, that is not the case. Instead, there are at a minimum, "many" overlapping factual issues which warrant the grant of a stay.

A stay may be appropriate where there are "many" overlapping factual issues, particularly if a ruling on those issues could affect the stayed litigation. *Concord Associates, L.P. v. EPT Concord, LLC*, 101 A.D.3d 1574, (3d Dep't 2012) ("Although the parties and issues are not completely identical, many of the factual issues raised in this action . . . overlap with the issues in the related federal action"); *Oxbow Calcining USA Inc. v. Am. Indus. Partners*, 96 A.D.3d 646, 652 (1st Dep't 2012) (staying later-filed action where the two actions "contain[ed] overlapping factual allegations," and rulings in the first action "may well dispose of or limit the issues to be determined in this action"); *Graham v. Dim-Rosy U.S.A. Corp.*, 128 A.D.2d 417, 512 N.Y.S.2d 700 (1st Dep't 1987) (defendant in later-filed action was entitled to stay pending disposition of first-filed action where favorable ruling in first-filed action would affect outcome of later-filed action).

In this case, the plaintiffs themselves have interjected many of the issues in this litigation into the federal action where, unlike in this action, those issues are already ripe for resolution.

Among the issues that are common to both actions are Clear Street's allegations that:

- Travers solicited Clear Street employees to join Hidden Road. *See* NYSCEF Doc. No. 102 at 17-18 (federal brief) compared with NYSCEF Doc. No. 83 (Pars. 52-61) (state complaint);
- Travers breached his non-compete and competed unfairly. *See* NYSCEF Doc. 102 at 18 (federal brief) compared with NYSCEF Doc. No. 83 at Pars. 62-84 (state complaint);
- Travers breached his duty of loyalty. *See* NYSCEF Doc. No. 129 at Pars. 43-67 (affidavit in federal case) compared to NYSCEF Doc. No. 83 at Count 8 (state complaint);
- Hidden Road tortiously interfered with former employees' contracts. *See* NYSCEF Doc. No. 102 at 16-18 (federal brief) compared to NYSCEF Doc. No. 83 (Claim 2) (state complaint).

At a minimum, resolution of the above issues would advance this litigation and the two arbitrations. In such circumstances, a stay is warranted. *Lava Media Pte Ltd.*, 2026 WL 502055; *Syncora Guarantee*, 110 A.D.3d at 96; *Oxbow Calcining USA Inc*, 96 A.D.3d at 652 (staying later-filed action where the two actions "contain[ed] overlapping factual allegations," and rulings in the first action "may well dispose of or limit the issues to be determined in this action").

III. A Stay is Warranted Where the Issues Here Should be Adjudicated in Other Fora

Apart from which case was first-filed, pursuant to CPLR 3211 (a)(4) and Section 2201, this Court has broad authority to issue a stay in favor of the overlapping SDNY Action and the two arbitrations.

First, as set forth above, it is well-settled that the SDNY Action is entitled to deference. *See Barron v. Bluhdorn*, 68 A.D.2d 809 (1st Dep't 1979) (reversing denial of stay motion where

state action and related "broader" federal action involved issues that were "in the main . . . virtually identical"); *Stanley Elec. Serv., Inc. v. New York,* 26 A.D.2d 951, 951, 275 N.Y.S.2d 222, 223 (2d Dep't 1966) (where certain claims would be disposed of by a determination in a more advanced federal suit, those claims should be stayed pending the resolution of the federal suit).

In fact, the Court of Appeals has recognized that state court actions are improper where the state court action should have been asserted as a compulsory counterclaim in federal litigation. *See Paramount Pictures Corp v. Allianz Risk Transfer AG*, 31 N.Y.3d 66 (2018) (because defendant failed to file a claim as a compulsory counterclaim in federal court, it was barred by res judicata from filing the same claim as a separate case in state court).

Here, there is no question that Fed. R. Civ. P. 13 requires that the substance of this action should have been brought as a counterclaim in the federal action because of the overlap between the claims in this case and the defenses that Clear Street asserted in the federal action. (*See* Point II, *supra*). Fed. R. Civ. P. 13 requires the assertion of any counterclaim that "arises out of the transaction or occurrence that is the subject matter of the opposing party's claim." Rule 13 does not require that the counterclaim have a complete overlap with the parties or subject matter of the original case. *Jones v. Ford Motor Credit Co.*, 358 F.3d 205, 209 (2d Cir. 2004) (complete overlap is not required and only a logical connection between parties and subject matters is required). Also, if the parties are different, the Court automatically has jurisdiction over the parties in the counterclaim. *Reeves v Am. Broadcasting Cos.*, 580 F.Supp. 84, 88 (S.D.N.Y. 1983) (citing, *inter alia, Harris v. Steinem*, 571 F.2d 119, 121-22 (2d Cir. 1978)).

Second, a stay is warranted in favor of the arbitrations. "Where there is no substantial question whether a valid agreement [to arbitrate] was made or complied with, . . . the court shall

direct the parties to arbitrate" and its order "shall operate to stay a pending . . . action." (CPLR 7503 [a] [emphasis added]). Where "arbitrable and nonarbitrable claims are inextricably interwoven, the proper course is to stay judicial proceedings pending completion of the arbitration, particularly where . . . the determination of issues in arbitration may well dispose of nonarbitrable matters." *Protostorm, Inc. v. Foley & Lardner LLP*, 193 A.D.3d 486, 487 (1st Dep't 2021) (quoting *Cohen v Ark Asset Holdings*, 268 A.D.2d 285, 286 (1st Dep't 2000).

As plaintiffs themselves argued when trying to compel arbitration in the SDNY action, either party "can obtain any temporary or emergency relief to which they are entitled . . . within the arbitral forum." NYSCEF Doc. No. 102. When it suited their interest in the SDNY action, Clear Street argued against preliminary injunctive relief in that action, stating that "Plaintiff's pursuit of its ultimate relief in the form of a preliminary injunction rather than proceeding expeditiously on the merits slows the litigation down, and adds unnecessary cost, expense, and delay. The equities therefore do not favor Plaintiff." *Id.* (quoting *Cyber Power Sys. (USA) v. United States*, 471 F.Supp. 3d 1371, 1378 (Ct Int'l Trade 2020).

Clear Street was right in the SDNY action and wrong in this action. Thus, courts have routinely issued stays in favor of arbitration, including in favor of FINRA arbitration. *See Roberts v. Petersen Invs.*, 214 F.Supp. 3d 237, 240 (S.D.N.Y. 2016) (citing *Moton v. Maplebear Inc.*, 2016 U.S. Dist. LEXIS 17643, 2016 at *9 (S.D.N.Y. Feb. 9, 2016) ("A stay in this case will permit prompt [FINRA] arbitral resolution of Roberts's claim and permit the parties 'to proceed to arbitration directly, unencumbered by the uncertainty and expense of additional litigation should judicial participation . . . prove necessary.'").

Also, discovery and injunctive relief could be pursued in arbitration. Nothing in the arbitration agreement prohibits the parties from seeking injunctive relief in the JAMS arbitration, regardless of whether this Court addresses the issue of injunctive relief. NYSCEF Doc. No. 109.

Further, as Defendants have urged, this Court should not order discovery that circumvents the arbitral discovery regime to which the parties have agreed. *See, e.g., Arias v. Life Time, Inc.*, 2025 WL 1640796, at *2-3 (D. Nev. Apr. 30, 2025) (staying discovery pending motion to compel arbitration in light of "the significantly narrower scope of discovery permitted in arbitration proceedings"); *Al Thani v. Hanke*, 2021 WL 23312, at *2 (S.D.N.Y. Jan. 4, 2021) (staying discovery pending dispositive motion when, if motion was granted, "the case will ostensibly proceed in arbitration, which would be governed by substantially different discovery rules").

IV. Plaintiffs Have Shown No Clear Entitlement to Injunctive Relief

The Court need not decide whether Plaintiffs have an entitlement to injunctive relief or to discovery. Rather, it is enough to find that Plaintiffs' entitlement is not sufficiently clear and compelling that the Court should consider overriding the clear case law and efficiency considerations that favor a stay in this matter.

It is noteworthy that, in the SDNY action, Clear Street argued against injunctive relief, claiming that "nonspecific references to [potential harms] and speculative claims…are not the sort of 'actual and imminent' injury sufficient to justify [preliminary relief]." NYSCEF Doc. No. 102 (citing *St. Joseph's Hosp. Health Ctr. v. Am. Anesthesiology of Syracuse, P.C.*, 131 F.4th 102, 106 (2d Cir. 2025)).

The standard requiring a heightened showing to justify injunctive relief is particularly high in the context of the enforcement of restrictive employment covenants. "New York courts

adhere to a strict approach to enforcement of restrictive covenants because their enforcement conflicts with the general public policy favoring robust and uninhibited competition, and powerful considerations of public policy which militate against sanctioning the loss of a man's livelihood." *Am. Inst. of Chem. Engrs. v Reber-Friel Co.*, 682 F.2d 382, 386 (2d Cir. 1982) (citing *American Broadcasting Companies, Inc. v. Wolf*, 52 N.Y.2d 394, 404 (1981) (quoting *Purchasing Assocs., Inc. v. Weitz*, 13 N.Y.2d 267, 272 (1963)).

In this case at least three points appear to defeat the possibility of a preliminary injunction regardless of whether discovery is granted.

First, Justice Borrock found plaintiff's substantial delay in bringing this lawsuit precludes its entitlement to injunctive relief. NYSCEF Doc. No. 71 ("the Plaintiffs lack adequate explanation as to why they waited for close to two months and until the end of the expiration of the covenant not to compete period to come to Court seeking relief"). This delay has only increased over time. At the time of argument on this motion Plaintiff had still failed to file a JAMS arbitration. NYSCEF Doc. No. 302 at 37. In fact, Plaintiff did not accomplish service on Travers until late January 2026. NYSCEF Doc. No. 96.

Delays of this magnitude have routinely been invoked as grounds for denial of injunctive relief. *Gidatex, S.r.L. v. Campaniello Imports, Ltd.*, 13 F.Supp.2d 417, 420 (S.D.N.Y. 1998) ("courts typically decline to grant preliminary injunctions in the face of unexplained delays of more than two months). *See The Comic Strip, Inc. v. Fox Television Stations, Inc.*, 710 F.Supp. 976, 981 (S.D.N.Y. 1989) (denying motion after delay of three months); *ImOn, Inc. v. ImaginOn, Inc.*, 90 F.Supp.2d 345, 350 (S.D.N.Y. 2000) (delay of eighteen weeks); *Magnet Communs., L.L.C. v. Magnet Communs., Inc.*, No. 00 Civ. 5746, 2001 U.S. Dist. LEXIS 14460, 2001 WL 1097865, at *1 (S.D.N.Y. Sept. 19, 2001) (delay of twelve weeks).

Second, as Justice Borrock suggested, monetary damages are a sufficient remedy. NYSCEF Doc. No. 123, Marshall Ex. H at 22:11-23:10; Ex. I 43:20-44:12. Evidence as to the impact upon Clear Street and upon third parties should be available to Clear Street even without discovery.

Instead of coming forward with such evidence, Clear Street relies on vague allegations that defendants' conduct creates irreparable injury because it improperly gives defendants a "head start" in competition with Clear Street. NYSCEF Doc. No. 71. However, in cases involving allegations that a defendant unfairly obtained a "head start" over a plaintiff, the courts have often held that money damages are sufficient to compensate for such alleged losses. *Valvetech, Inc. v Aerojet Rocketdyne, Inc.*, 2024 U.S. Dist. LEXIS 82469, at *7 (W.D.N.Y. May 6, 2024) ("damages caused by any allegedly unfair head start that Aerojet obtained through its reliance on ValveTech's proprietary information are ascertainable and, thus, not irreparable"); *SRS Acquiom Inc. v. PNC Fin. Servs. Group, Inc.*, 2020 U.S. Dist. LEXIS 107096, at *38 (D. Colo. Mar. 26, 2020) (citing *Cent. Transp. Servs., Inc. v. Cole*, 2013 U.S. Dist. LEXIS 159732, 2013 WL 5938102, at *7 (D. Kan. Nov. 6, 2013) (damages due to "unfair head start" can be quantified). Moreover, the vague and unsubstantiated assertions of a head start that are lodged in this case do not warrant injunctive relief. *Red Cat Holdings, Inc. v. Matus*, 2025 U.S. Dist. LEXIS 217566, at *13 (D. Utah Nov. 4, 2025) ("Plaintiffs have failed to show such a certain and actual harm here. Plaintiffs allege only speculative assertions that Defendants gained an improper head start in the marketplace, and the supporting facts are disputed").

In cases involving non-competes, courts have often denied injunctive relief. *See Aladdin Capital Holdings LLC v Donoyan*, 438 Fed.Appx. 14, 16 (2d Cir 2011) (claims for breach of non-compete agreements "may be remedied by money damages") (citing numerous cases). "Loss

of business due to a breach of a [restrictive covenant] is often a quantifiable injury which can be remedied at law." *St. Joseph's Hosp. Health Ctr. v Am. Anesthesiology of Syracuse, P.C.*, 2024 U.S. Dist. LEXIS 47891, at *11 (N.D.N.Y. Mar. 19, 2024) (quoting *Banner Indus. of N.E., Inc. v. Wicks*, No. 11-cv-1537, 2012 WL 13018976, at *6 (N.D.N.Y. May 8, 2012) (collecting cases). Even if it could be shown that Defendants' breaches resulted in lost business opportunities, "lost business are the sort of loss that can be redressed by money damages." *See WorldHomeCenter.com, Inc. v. PLC Lighting, Inc.*, 851 F.Supp.2d 494, 503 (S.D.N.Y. 2011) (plaintiff failed to establish irreparable harm because loss of prospective business opportunities is "purely financial and therefore reparable through monetary damages"). *See also TGG Ultimate Holdings, Inc. v. Hollett*, No. I 6-cv-6289 (VM), 2016 U.S. Dist. LEXIS 188014, 2016 WL 8794465, at *5 (S.D.N.Y. Aug. 29, 2016) (irreparable harm from loss of customers was not shown where plaintiff "has not identified any specific customers that have severed ties with [plaintiff]").

Further, in cases involving alleged misappropriation of trade secrets, courts have often found that irreparable harm did not exist. *See Faiveley Transp. Malmo AB v. Wabtec Corp.*, 559 F.3d 110, 118-119 (2d Cir. Mar. 9, 2009) (refusing to presume irreparable harm from finding that trade secrets were misappropriated); *Passlogix, Inc. v. 2FA Tech., LLC,* No. 08 Civ. 10986 (PKL), 2010 U.S. Dist. LEXIS 61463, 2010 WL 2505628, at *10 (S.D.N.Y. June 21, 2010) (finding no irreparable harm where defendant used but did not disseminate trade secret to third parties).

Third, according to Clear Street's own filings, the critical time period for injunctive relief has passed. In December 2025, Clear Street wrote: "The threat to Clear Street is immediate. On December 16, 2025, just days from now, Patrick Travers, Hidden Road's inside man, and

another key employee, Jordan Brodsky, are set to join Hidden Road. Once they begin work *the damage will be done* as Hidden Road's unfair jump start will become jet propulsion." NYSCEF Doc. No. 212 (statement of exigency)(emphases added).

Despite their claims of immediate dire consequences on December 16, 2025, over three months later, plaintiffs acknowledged that they had put forth no record evidence of any injury arising from Travers' work at Hidden Road from December 2025 to early April 2026. NYSCEF Doc. No. 302 at 48.

Accordingly, it is hereby

ORDERED that this case is stayed during the pendency of Case number: 1:25-cv-08420 (AT)) in the United States District Court for the Southern District of New York (the "SDNY Action") and in favor of the pending arbitration before FINRA, FINRA Dispute Services Arbitration No. 25-2760, *Clear Street LLC and Clear Street Management LLC v. Hidden Road Partners CIV US LLC et al.*

This constitutes the decision and order of the Court.[5]

5/11/2026
DATE

James d'Auguste, J.S.C.

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

[5] The undersigned appreciates the invaluable assistance of court attorney Vincent Chang, Esq. in connection with this matter.