

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. ARLENE P. BLUTH PART IAS MOTION 14

Justice

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YUKYUNG CHOI, ERIC REINER

Plaintiff,

- v -

SCOTT SOLOMON,

Defendant.

-----X

INDEX NO. 654666/2020

MOTION DATE 11/05/2020

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23

were read on this motion to/for SEAL.

The motion by plaintiff to seal the record in this case is denied.

Background

Plaintiff Choi claims that she and defendant lived together, in a platonic relationship, from about October 2010 through October 2019. She claims that defendant lived in their shared apartment, which was always under her name. Choi characterizes defendant as a parasite who was unemployed for much of the time they lived together and Choi ended up paying for the apartment as well as defendant’s lavish personal expenses.

Plaintiff Reiner purportedly met defendant in 2001 and met plaintiff Choi in 2015. Plaintiffs assert that Reiner became a close part of their social group, along with defendant, and that Reiner also contributed to the group’s various expenses (although not for the apartment). Apparently, defendant became upset when Choi and Reiner (a gay man) explored conceiving and co-parenting a child. Plaintiffs allege that defendant became increasingly unhinged, culminating in plaintiff Choi stating her intention to move out.

After tensions briefly subsided, the parties purportedly attempted to smooth over their issues. Plaintiff Reiner claims that defendant sent an inflammatory email in September 2019 which led Reiner to cease all communications with defendant. Shortly thereafter, plaintiff Choi rented another apartment in October 2019. Defendant allegedly responded with various threats.

The following month, November 2019, plaintiff Choi and defendant purportedly entered into an agreement in which defendant was permitted to use the apartment (which was in Choi's name) until April 2020 and retain all furniture upon his vacatur. Choi was supposed to pay the rent, utilities and other expenses as well as defendant's cell phone bill and health insurance premiums for a particular period. Defendant was also supposed to receive \$9,500 in direct financial support.

Defendant's obligations were to leave the apartment by the end of April 2020, to refrain from harassing Choi and Reiner, and to not ask for additional financial assistance. Plaintiffs claim that defendant did not comply. They assert he did not leave the apartment and continues to live there past the expiration of the lease in August 2020. Plaintiffs also claim that defendant "has delivered more than 1,100 defamatory, threatening and harassing, missives directed at Yuky and Eric" (NYSCEF Doc. No. 2, ¶ 39).

Plaintiffs bring ten causes of action against defendant for intentional infliction of emotional distress, negligent infliction of emotional distress, breach of contract, breach of the covenant of good faith and fair dealing, unjust enrichment, defamation, permanent injunction, ejectment, attorneys' fees and indemnification.

In this motion, plaintiffs move to seal the record in this case. They claim that defendant has shown he will make numerous and damaging assertions against plaintiffs that will harm their reputations and will have a harmful effect on the child that plaintiffs hope to conceive. Plaintiffs

complain that defendant spoke to a newspaper after this case was filed and accuse defendant of “using this Court as a means of delivering revenge” (NYSCEF Doc. No. 12, ¶ 6).

Defendant, appearing self-represented, asserts that he did not seek out newspaper coverage and merely responded to an email from a reporter. He also argues that plaintiffs brought a case publicly and now want to seal only because it appears that they no longer like news coverage about it.

In reply, plaintiffs ask the Court to seal the case so that they could be protected from untrue and harmful statements alleged by defendant.¹

Discussion

“Under New York law, there is a broad presumption that the public is entitled to access to judicial proceedings and court records. This State has long recognized that civil actions and proceedings should be open to the public in order to ensure that they are conducted efficiently, honestly, and fairly” (*Mosallem v Berenson*, 76 AD3d 345, 348, 905 NYS2d 575 [1st Dept 2010] [internal quotations and citations omitted]). “Confidentiality is clearly the exception, not the rule and the party seeking to seal court records has the burden to demonstrate compelling circumstances to justify restricting public access” (*id.* at 346).

The Court denies the motion. As an initial matter, the Court recognizes that the allegations contained in the pleadings filed by both sides contain salacious assertions. But the fact is that *plaintiffs* decided to bring this case in court and the doors of this court are open for public view. Plaintiff Choi and defendant apparently entered into a contractual agreement that was supposed to wind down their relationship (both financially and socially). If plaintiffs were

¹ The Court did not consider defendant’s improper sur-reply (NYSCEF Doc. No. 24).

so concerned about publicity or public scrutiny, then that agreement (NYSCEF Doc. No. 3) could have contained a private dispute resolution mechanism such as an arbitration or mediation.

Instead, plaintiffs brought the instant case and filed a complaint that was available to the public for over a month before they made the instant motion. Moreover, that complaint contains numerous insults directed at defendant; plaintiffs call defendant “a ne-er-do-well,” a “user,” “a master manipulator,” and “paranoid.” If plaintiffs want to hurl mud, they might get dirty.

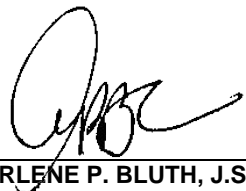
While there may be instances in which sealing a docket might be appropriate, this case does not present such a circumstance. Plaintiffs decided to file a publicly available case and then ask the Court to protect them because defendant might say horrible things about them throughout the course of this litigation. But plaintiffs’ entire case rests on the notion that defendant has made many hurtful and inflammatory statements over the years. In fact, the complaint suggests that defendant’s incendiary statements and actions destroyed the parties’ relationships. Unfortunately, sometimes relationships deteriorate and there are hard feelings, which can lead to inexcusable statements. But harsh words are not a basis to seal a case, especially where it appears that both sides have no qualms about tearing each other down.

Accordingly, it is hereby

ORDERED that the motion by plaintiffs to seal the record in this case is denied.

Remote Conference: January 7, 2021.

11/6/2020
DATE


ARLENE P. BLUTH, J.S.C.

CHECK ONE:

CASE DISPOSED
GRANTED DENIED
SETTLE ORDER
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION
GRANTED IN PART OTHER
SUBMIT ORDER
FIDUCIARY APPOINTMENT REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: