

Python Fin. Solutions, Inc. v SDCK I LLC
2026 NY Slip Op 51192(U)
August 3, 2026
Supreme Court, New York County
Robert R. Reed, J.
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Digest-Index Classification: Disclosure—Material Exempt from Disclosure—Attorney-Client Privilege

Python Financial Solutions, Inc., Plaintiff,

v

SDCK I LLC, Defendant.

Supreme Court, New York County

Decided on August 3, 2026

Index No. 653659/2025

ROBERT R. REED, J.

[\[*1\]](#)

This action arises from an alleged breach of a Purchase and Sale Agreement between plaintiff Python Financial Solutions, Inc. and defendant SDCK I LLC. A discovery dispute has arisen between the parties regarding the discoverability of two documents withheld by plaintiff on the grounds of privilege. A Rule 14 status conference was held, and an in-camera submission was provided to the court, including rule 14 submissions, supplemental case law, unredacted documents PYT003056 and PYT003004, and a privilege log (NYSCEF doc. no. 038). For the foregoing reasons, documents bates stamped as PYT003056 and PYT003004 shall be disclosed.

CPLR 3101 requires full disclosure of all matter material and necessary in the prosecution or defense of an action. The phrase "material and necessary" is "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 Publishing Co.*, 21 NY2d 403[1968]).

New York courts generally favor open and liberal discovery. However, the CPLR establishes three categories of protected materials: privileged matter, attorney work product and trial preparation materials (*Spectrum Sys. Int'l Corp. v Chem. Bank*, 78 NY2d 371, 377 [1991]).

The attorney-client privilege shields from disclosure confidential communications between an attorney and client made for the purpose of obtaining legal advice (CPLR 4503[a][1]). It is narrowly construed to not be in tension with the court's policy favoring liberal discovery (*Spectrum* 78 NY2d at 377). The party asserting the privilege bears the burden of establishing entitlement to the privilege, as well as the burden of showing confidentiality has not been waived (*id.*).

Here, a review of the in-camera submission makes clear that plaintiff fails to assert anything more than boilerplate claims of privilege, which are insufficient as a matter of law (*Stenovich v Wachtell, Lipton, Rosen & Katz*, 195 Misc 2d 99, 105 [Sup Ct NY Cty 2003]). CPLR 3122 requires that plaintiff adequately set forth grounds to assert a privilege, either in a privilege log, or by an affidavit of a person with personal knowledge (*Batra v Wolf*, [32 Misc 3d 456](#), 459-60 [Sup Ct 2010]). Here, plaintiff does neither and it is unclear to this court which specific privilege or other protection is being asserted. Plaintiff fails to identify the nature of the privilege being asserted and the privilege log fails to provide the general subject matter of the documents as required by CPLR 3122 (b). Further, in the submission provided to the court for [\[*2\]](#) in-camera review, plaintiff fails to submit an affidavit attesting to the authenticity of the documents and confirming the factual basis for the privilege claim or any other claimed protection.

In sum, plaintiff fails to meet its burden of adequately establishing entitlement to privilege. Communications do not automatically obtain privilege status merely because they are created by, involve, or are communicated by, an attorney (*Spectrum* 78 NY2d at 377).

Accordingly, it is hereby

ORDERED that plaintiff Python Financial shall produce documents PYT003056 and PYT003004 to defendant SDCH I LLC within ten (10) days from the date of this order.

DATE August 3, 2026

ROBERT R. REED, J.S.C.