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The motion to seal is granted temporarily. The Court will assess whether to keep the materials at issue sealed or redacted when deciding the underlying motions. The Clerk of Court is directed to terminate ECF No. 63.

November 10, 2023

SO ORDERED.

VIA ECF

Honorable Jesse M. Furman
United States District Judge
Southern District of New York
40 Centre Street, Room 2202
New York, New York 10007



November 13, 2023

Re: Sealing Portions of Reply in Support of Motion to Compel in Goldstrom v. Selendy Gay Elsberg PLLC, 23 Civ. 7527 (JMF)

Dear Judge Furman:

We represent Third-Party Interpleader Defendants McKinsey & Co., Inc., McKinsey & Company Inc. United States, McKinsey Holdings, Inc., and McKinsey Recovery & Transformation Services U.S. LLC (collectively, “McKinsey”). Pursuant to Rule 7(C) of Your Honor’s Individual Rules and Practices in Civil Cases (“Indiv. Rules”), McKinsey hereby seeks leave to file under seal portions of its Reply in Further Support of its Motion to Compel Arbitration (the “Reply”).

The Reply contains information related to the legal representation of McKinsey and others by Selendy Gay Elsberg PLLC (“Selendy”). The Reply also discusses matters that McKinsey contends are subject to confidential arbitration and that are not properly addressed in this forum. These are the same grounds on which the Court previously ordered the sealing of portions of McKinsey’s motion to compel arbitration. *See* Order dated October 10, 2023 (Dkt. No. 50); *see also* Dkt. Nos. 22, 37, 59. *See also, e.g., Stafford v. Int’l Bus. Machines Corp.*, No. 22-1240, 2023 WL 5183546, at *5 (2d Cir. Aug. 14, 2023) (sealing warranted for judicial documents subject to confidential arbitration); *Guyden v. Aetna, Inc.*, 544 F.3d 376, 385 (2d Cir. 2008) (confidentiality is “a paradigmatic aspect of arbitration.”); *Johnson v. Medisys Health Network*, No. 10-CV-1596 ERK VVP, 2011 WL 5222917, at *22-25 (E.D.N.Y. June 1, 2011), *report and recommendation adopted as modified*, No. CV-10-1596 ERK VVP, 2011 WL 4101323 (E.D.N.Y. Sept. 8, 2011) (redacting and sealing confidential information discussed during an attorney-client relationship, which “is broader than the scope of the attorney-client privilege”) (cleaned up).

With respect to the Reply, McKinsey has proposed redactions to cover confidential material subject to arbitration, while allowing public access to other aspects of the Reply. McKinsey submits that such an approach appropriately balances the need for public access with

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McKinsey's interest in protecting its confidential attorney-client information, and the confidentiality of arbitration. *See* Indiv. Rule 7(B).

Respectfully submitted,

FRANKFURT KURNIT KLEIN & SELZ, P.C.

By: /s/ Ronald C. Minkoff
Ronald C. Minkoff

*Counsel for McKinsey & Company, Inc.,
McKinsey & Company Inc. United States,
McKinsey Holdings Inc., and McKinsey
Recovery & Transformation Services U.S., LLC*

cc: All counsel of record (via ECF)