

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

MARSHALL WACE NORTH AMERICA
L.P., NICHOLAS NIELSEN, AND JOSHUA LERCHER,

Petitioners,

-against-

CITADEL AMERICAS SERVICES LLC,

Respondent.

In the Matter of Shatz v. Citadel Americas Services LLC
Pending Before the American Arbitration Association (Case
No. 01-24-0008-3987)

COMMERCIAL DIVISION
Index No.: 650619/2026

**MEMORANDUM OF LAW IN SUPPORT OF CROSS MOTION TO COMPEL
SUBPOENA ENFORCEMENT AND OPPOSITION TO PETITION TO QUASH
SUBPOENA AND FOR PROTECTIVE ORDER**

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Respondent Citadel Americas Services LLC (“Citadel”) respectfully submits this Memorandum in support of its Cross Motion to Compel Subpoena Enforcement and Opposition to Petition to Quash Subpoena and For Protective Order (the “Petition”).

PRELIMINARY STATEMENT

Petitioners Marshall Wace North America L.P. and its two executives, Nicholas Nielsen and Joshua Lercher, seek to avoid complying with lawfully issued testimony and document subpoenas served in connection with an ongoing arbitration between Citadel and a current Marshall Wace employee, Daniel Shatz, who was recruited from Citadel (the “Arbitration”). The testimony and documents Citadel seeks are central to Shatz’s claims and Citadel’s counterclaims in the Arbitration—which is exactly why the duly appointed arbitration panel (the “Panel”), which has been overseeing this case since day one, properly issued each one of them.

This is a case that involves dishonesty and obfuscation. It is about Shatz shamelessly violating his legal obligations to Citadel and claiming *he* is owed damages. Shatz misappropriated Citadel’s highly confidential and proprietary information under false pretenses: first to mislead Marshall Wace about his experience and qualifications to lead a global credit practice and then, with the aid of Petitioners, to begin building his team within weeks of leaving Citadel in violation of his obligations to the firm. Petitioner Lercher, a close friend of Shatz, was employed at JPMorgan on Shatz’s last day at Citadel and then was hired, mere weeks later, to serve as the head trader for the very team that Shatz would lead at the end of his noncompete period. Thus far, both Shatz and Marshall Wace have claimed this was mere coincidence, and that Shatz had no involvement in Lercher’s recruitment or hiring. This is not credible. Indeed, from the day Shatz left Citadel, he and the Petitioners have each taken steps to hide Shatz’s misconduct and now, through this motion, are asking this Court to help conceal their own complicity by limiting

Citadel's access to highly relevant information within their possession. Their request should be denied.

The Arbitration between Citadel and Shatz is now far along, with seven days of testimony already on record. Through this arbitration, Shatz seeks tens of millions of damages from the *very party he wronged*—after receiving tens of millions in compensation from that same firm. The record cannot yet be closed, however, because of the Petitioners refusal to produce documents—or provide testimony—as directed by the distinguished and experienced Panel overseeing the matter.

Through these subpoenas, Citadel seeks evidence that it cannot obtain from another source. This is for a number of reasons including, but not limited to, the fact that Shatz and Petitioner Lercher both coincidentally claim that their communications were deleted in August of 2025. This “coincidence,” taken together with Shatz's confirmation that the two communicated *via* Signal messages that were not retained **plus** Shatz and Marshall Wace's incongruent (and thus incomplete) production to date of communications between Shatz, Marshall Wace, and Petitioner Nielsen, make clear the significance of the documents and testimony Citadel seeks.

Marshall Wace and its two executives, on the other hand, suggest that the discovery sought from them is unnecessary and irrelevant. That position is entirely at odds with the fact that, as described above, they had direct communications with Shatz during the key time period about the issues that go to the heart of Citadel's claims. It is the Petitioners who are in possession of the information that Shatz disclosed during his employment and post-resignation restricted period. And thus it is the Petitioners that are uniquely able to provide firsthand accounts of the events at the core of the Arbitration: how Shatz violated his covenants with Citadel by misappropriating Citadel's confidential information and violating his contractual and fiduciary obligations in an

effort to build and lead Marshall Wace's nascent credit group.

The subpoenas for documents and hearing testimony from these material witnesses should be enforced and Petitioners' motion should be denied for several reasons:

First, the decision of the Panel should be accorded significant deference. The subpoenas Petitioners seek to quash were not issued unilaterally. Citadel was obligated to apply for and justify the subpoenas to a Panel that is best positioned to assess the extent to which the evidence sought is relevant to the issues in the arbitration, which is well underway. The Panel did not just hear from Citadel when evaluating its application for the subpoenas; it received detailed correspondence from both Shatz *and Petitioners* opposing the subpoenas that mirrors the very arguments Petitioners make here in their motion to quash. The Panel also held hearings on the contested subpoenas. Nor did the Panel issue the subpoenas reflexively, as reflected in its direction to Citadel to narrow certain document requests before the Panel authorized the subpoenas, as well as its active consideration of objection letters and the hearings it held concerning the matter. Petitioners offer no legitimate reason why the Panel's decision should be disturbed.

Second, Petitioners take a "kitchen sink approach" by pursuing contradictory arguments that the subpoenas should be quashed because the evidence sought is somehow both irrelevant and duplicative of information already at issue in the Arbitration. This approach fails to meet Petitioners' burden to show that the testimony and narrow set of documents sought from Petitioners is "utterly irrelevant." Faced with this high burden, Petitioners spend much of their briefing baselessly attacking Citadel's motives in seeking ordinary course document discovery and testimony.¹ The baseless attacks should not diminish the deference to be accorded to the Panel's

¹ Petitioners' effort to portray Marshall Wace as the "David" opposing Citadel the "Goliath" is simply not credible as Marshall Wace is one of the world's largest asset managers with more than \$70 billion in assets under management.

decision, based upon its superior knowledge and impartial judgment, to issue the focused subpoenas targeted to obtain highly relevant evidence in the Arbitration.

Third, Petitioners argue that the subpoenas should be quashed because they purportedly seek trade secrets. But the recruitment-related communications sought—including calendar invitations and basic details regarding when various candidates were recruited to Citadel—are not close to trade secrets.

Although the Arbitration was previously scheduled to conclude on February 10, 2026, the Panel agreed on February 9, 2026 to keep the record open to allow for further document productions and testimony from Petitioners. The Panel’s continued support of the subpoenas confirms the clear relevance of the evidence at issue in Petitioners’ Motion and Citadel’s Cross Motion. Moreover, the Panel’s willingness to keep the record open obviates the Petitioners’ purported concerns as to the timing of testimony. Citadel will work with the Panel and the witnesses to schedule testimony. The Panel’s document and testimony subpoenas should be enforced.

STATEMENT OF FACTS

A. Background of the Arbitration

The underlying Arbitration arises from an employment dispute between Daniel Shatz and Citadel. Shatz is a former portfolio manager in Citadel’s Global Credit group. Shatz resigned from Citadel in June 2023 after negotiating a lucrative deal with Marshall Wace, one of Citadel’s direct competitors, to establish and lead a new credit group at that firm. Marshall Wace is one of the world’s largest hedge funds,² but prior to Shatz’s hiring, it had little to no presence in the credit markets, as distinct from Citadel’s market-leading practice.

² See Marshall Wace, <https://www.mwam.com/about-us/> (last accessed Feb. 8, 2026).

In the weeks before he gave notice of his resignation, Shatz was already taking steps to build the practice he was hired to lead. To facilitate those efforts, he improperly accessed and printed proprietary Citadel information, including recruiting lists, confidential roadmaps for building a global credit group, and scorecards for evaluating candidates. While Petitioners suggest that Citadel “did not sue or bring any claims in the Arbitration against [Marshall Wace] undoubtedly because it had no evidence that Shatz misappropriated any confidential or proprietary information,” that assertion not only ignores the evidentiary record that Citadel has established, but also ignores the reality that Marshall Wace is not party to the relevant arbitration agreement and therefore could not be a party to the arbitration itself. It further ignores that (i) Citadel has chosen to act in a measured way, assuming—incorrectly—that Marshall Wace would comply with validly-issued subpoenas and (ii) the statute of limitations for a claim against Marshall Wace has not passed.

In the Arbitration, Citadel has alleged, among other things, that Shatz breached his fiduciary duties and violated his contractual covenants with Citadel. The allegations are predicated in part on Shatz’s 2023 and 2024 misconduct in connection with his recruitment to Marshall Wace, including his communications with Marshall Wace executives such as Nielsen about building a competitive credit business while Shatz was still employed by Citadel; his collaboration with Lercher to build Marshall Wace’s Global Credit group, also while Shatz was still employed by Citadel and during his post-employment June 2023 to September 2024 non-compete period; and his misappropriation of Citadel’s confidential recruiting information to benefit his new employer. Because of Shatz’s unlawful conduct, Citadel asserts that Shatz has no entitlement to the unvested deferred compensation he seeks.

B. The Petitioners

Petitioners Marshall Wace, Nicholas Nielsen, and Joshua Lercher are at the center of the

dispute in the Arbitration. Marshall Wace is a hedge fund and direct competitor of Citadel. It recruited Shatz beginning in early 2023 to establish and lead a new Global Credit group at the firm, and Shatz executed an employment agreement with Marshall Wace on June 7, 2023. Marshall Wace is the intended beneficiary of the confidential Citadel recruiting information that Shatz misappropriated in collaboration with Marshall Wace's executives, including Lercher and Nielsen.

Joshua Lercher is Shatz's close personal friend and now colleague at Marshall Wace. Citadel understands that while Shatz was still employed at Citadel, Shatz met with Lercher to discuss the launch of Marshall Wace's new Global Credit group. Marshall Wace subsequently recruited and hired Lercher for the new group in October 2023, before Shatz was permitted to engage in recruiting activities for Marshall Wace. Shatz claims ignorance around Lercher's recruitment or hiring. Shatz then collaborated with Lercher by using Lercher as his surrogate recruiter during Shatz's non-compete period, in violation of his post-employment covenants.

Nicholas Nielsen is the Head of Quantitative Trading at Marshall Wace and was directly involved in recruiting Shatz. Nielsen communicated with Shatz regarding his recruitment and the building of Marshall Wace's new Global Credit group. Marshall Wace's production to date is, on its face, incomplete regarding Nielsen's communications with Shatz. Moreover, Marshall Wace has taken the position that text messages were not covered in the subpoenas calling for communications. Nielsen's communications with Shatz both during Shatz's employment at Citadel and in the months following could provide material evidence of how Shatz was improperly laying the groundwork for his departure and engaging in recruiting activities in violation of his fiduciary duties and contractual commitments.

C. The Panel's Subpoenas

The Arbitration is being conducted pursuant to the American Arbitration Association's Employment Arbitration Rules. The Panel has authority to issue subpoenas pursuant to § 7505

and § 2308(b) of the New York Civil Practice Law and Rules and § 7 of the Federal Arbitration Act (9 U.S.C. § 7). On December 19, 2025, following consideration of the parties' arguments regarding relevance and scope, the Panel authorized targeted document subpoenas to Marshall Wace and Lercher. Ex. 1. The Marshall Wace subpoena sought documents concerning: (1) communications concerning efforts to recruit Shatz; (2) all communications with Shatz from January 1, 2023 through September 30, 2024; and (3) communications concerning efforts to recruit Lercher. NYSCEF No. 5.

Notably, the Panel did not simply give Citadel carte blanche to rummage through Marshall Wace's files. Rather, the Panel carefully considered the scope of the requests, narrowed certain requests before authorizing them, and determined that the resulting subpoena sought only targeted information relevant to the issues in dispute. The Panel also authorized a subpoena to Lercher seeking relevant communications, recognizing his central role in the events. NYSCEF No. 6.

Following issuance of the December 2025 subpoena, Marshall Wace initially represented through counsel that it would voluntarily produce the subpoenaed documents, but proceeded to deliver a production with substantial gaps as it categorically refused to produce internal communications at Marshall Wace, including any text messages, regarding its efforts to recruit Shatz and communications regarding efforts to recruit Lercher and other candidates that Citadel had previously identified. Ex. 3; NYSCEF No. 7. To be clear, these documents are *not* available from Shatz, which is precisely why the Panel authorized the subpoenas. According to Shatz, he "lost" text messages from the crucial 2023 to 2024 time-period due to a purported "technical glitch" that resulted in the permanent deletion of these messages. Marshall Wace's production contained only a single text message that was emailed into their system, as its counsel purportedly did not understand that text messages were included in the communications sought through the

subpoenas.

Given Marshall Wace's refusal to provide discovery, Citadel sought further assistance from the Panel. Both Shatz and Marshall Wace opposed this request. NYSCEF Nos. 8, 9. Despite these objections, on January 21, 2026, the Panel issued an Order stating that it was "prepared to sign hearing subpoenas which seek, in addition to testimony, reasonably focused document production," and allowed Citadel to reissue its prior December document requests through hearing subpoenas. Ex. 4.

Accordingly, on January 26, 2026, Citadel requested that the Panel issue hearing subpoenas for: (1) communications and tailored testimony from a custodian of records from Marshall Wace; (2) testimony from Marshall Wace employee Lercher; and (3) text messages and testimony from Marshall Wace employee Nielsen. Ex. 5. The Panel issued those subpoenas on January 27, 2026. NYSCEF Nos. 2, 3, 4. Specifically:

- From Marshall Wace, Citadel seeks the complete production of responsive documents to the document requests in the December subpoena, reissued in the January subpoena, including internal communications at Marshall Wace and any text messages by employees, regarding efforts to recruit Shatz, Lercher, and other candidates that had previously been identified by Citadel's recruitment efforts. Citadel also seeks custodial testimony on the Marshall Wace's efforts to preserve and search for documents and communications relevant to the Arbitration.
- From Nielsen, Citadel seeks all text messages with Shatz from January 1, 2023 through September 23, 2024, sent or received on a corporate or personal device, to the extent the messages relate to Shatz's recruitment to Marshall Wace or the recruitment of individuals to work with Shatz on the credit team he was building. Citadel also seeks Nielsen's testimony regarding role in recruiting Shatz.
- From Lercher, Citadel seeks testimony regarding his communications with Shatz concerning Lercher's recruitment to Marshall Wace, his knowledge of Shatz's activities during and after his employment at Citadel, and his efforts to recruit individuals for Marshall Wace Global Credit group on Shatz's behalf.

On February 5, 2026, just three days before the documents were due to be produced and testimony given, Marshall Wace, Nielsen, and Lercher filed the Petition in this Court seeking to

quash the Panel-issued subpoenas. NYSCEF No. 1 (“Pet.”). The Petition represents a continued effort to evade compliance with lawfully issued subpoenas and to deny Citadel access to critical evidence in the ongoing Arbitration. Citadel has diligently pursued compliance through pre-filing efforts, including multiple meet-and-confer discussions and correspondence with counsel for Petitioners. Regarding the documents, Marshall Wace has now been given two separate opportunities by the Panel to produce them and has refused both times.

D. The Arbitration Hearing

The Arbitration hearing commenced on February 2, 2026, and is currently in progress. The hearing was scheduled to conclude on February 10, 2026, but the Panel has agreed to hold open the Arbitration record such that it can consider evidence and testimony from Petitioners.

ARGUMENT

New York has a “long and strong public policy favoring arbitration.” *Am. Int’l Specialty Lines Ins. Co. v. Allied Capital Corp.*, 35 N.Y.3d 64, 70 (2020). Consistent with that interest, arbitrator decisions are entitled to significant deference, including with respect to the issuance and proper scope of a subpoena. *See, e.g., Odfjell ASA v. Celanese AG*, 2005 WL 106897, at *1 (S.D.N.Y. Jan. 18, 2005) (rejecting arguments that subpoena should be modified because “[t]he panel’s decision is entitled to considerable deference, given the panel’s hands-on familiarity with the case”); *Bailey Shipping Ltd. v. Am. Bureau of Shipping*, 2014 WL 3605606, at *4 (S.D.N.Y. July 18, 2014) (declining to review relevance and burden objections because there was “no basis on which to interfere with” a “straightforward” arbitral summons). The Court possesses broad authority to enforce arbitration subpoenas. *See Matter of Progressive Northeastern Ins. Co.*, 56 A.D.3d 1111, 1114 (3rd Dep’t 2008) (discussing authority of arbitrators).

To quash a subpoena, a nonparty must demonstrate that the requested information is “utterly irrelevant” or “the futility of the process to uncover anything legitimate is inevitable or

obvious.” *Anheuser-Busch, Inc. v. Abrams*, 71 N.Y.2d 327, 332 (1988). “[CPLR] [S]ection 3101 must 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.” *Matter of Kapon v. Koch*, 23 N.Y.3d 32, 38 (2014). There is “no requirement that the subpoenaing party demonstrate that it cannot obtain the requested disclosure from any other source. Thus, so long as the disclosure sought is relevant to the prosecution or defense of an action, it must be provided by the nonparty.”³ *Id.* With respect to trade secrets, it is incumbent upon the party moving to quash to demonstrate that the information at issue is a trade secret subject to enhanced protection. *See Lima v. Ancona*, 192 A.D.3d 1093, 1095 (2nd Dep’t 2021) (rejecting argument that information sought constituted a trade secret).

A. The Panel’s Decision to Issue the Subpoenas Should be Given Deference

The Panel’s decision to order the subpoenas should not be disturbed. While Petitioners argue that the subpoenas should be quashed, they do not contend that the Panel lacked the authority to issue the subpoenas or provide a well-grounded reason to disturb the Panel’s decision, rather than give it deference.

Petitioners gloss over the Panel’s decision-making process that led to the subpoenas. Citadel was required to make an application to the Panel and justify issuing the subpoenas and narrowed the scope of its document requests at the Panel’s direction. *See* Ex. 5. Citadel’s application was on notice to Shatz, with document requests as to Marshall Wace dating back to December 2025. Shatz not only submitted correspondence objecting to the document requests to Marshall Wace, but also submitted Petitioners’ correspondence which parallels the arguments in

³ CPLR § 3101 (a)(1)’s notice requirements are “minimal.” *Matter of Anheuser-Busch In Bev SA/NV v. BBSR, LLC*, 239 A.D.3d 402 (1st Dep’t 2025). Given the Panel’s decision to hold the record open, any concerns Petitioners have asserted as to timing for compliance are moot.

support of the Petition. *See* Ex. 4. The Panel issued the subpoenas over Petitioners' objections.

The Court's role here in enforcing the subpoenas is limited. *See Specialty Lines*, 35 N.Y.3d at 70 (cautioning courts from becoming "unnecessarily entangled" in arbitrations or from serving "as a vehicle to protract litigation"); *Shasha for Violet Shuker Shasha Living Tr. v. Malkin*, 2018 WL 3323818, at *1 (S.D.N.Y. July 5, 2018) ("Courts have an extremely limited role in reviewing arbitral decisions in order to preserve arbitration's function of promptly resolving disputes."); *see also Nofal v. MASUNY*, 234 A.D.3d 970, 971 (2nd Dep't 2025) (noting in assessing arbitration award that "CPLR article 75 codifies a limited role for the judiciary in arbitration"). Arbitrators are entitled to deference on evidentiary and procedural matters because arbitrators possess direct, firsthand knowledge of the facts and circumstances of the dispute. *Odjell* is instructive. In that case, the court declined to disturb the arbitration panel's decision not to impose additional confidentiality protections before issuing a subpoena, citing the panel's "hands-on familiarity with the case." *Odjell*, 2005 WL 106897, at *1.

Arbitration is intended to be a prompt and efficient means of dispute resolution, and judicial assistance enforcing the subpoenas is necessary to ensure the completeness and fairness of an arbitration. *See, e.g., ImClone Sys. Inc. v. Waksal*, 22 A.D.3d 387, 388 (1st Dep't 2005) (holding that nonparty depositions may be compelled under the FAA where there is a "special need or hardship," such as the unavailability of the information from other sources); *Matter of Roche Molecular Sys., Inc.*, 76 N.Y.S.3d 752, 757, 759 (N.Y. Sup. Ct. Westchester Cnty. 2018) (granting petition to enforce a subpoena). The Panel's considered decision to issue the subpoenas in further of the arbitration that it is conducting should be respected and this Court should assist the Arbitration by enforcing the subpoenas duly issued by the Panel.

B. The Testimony and Documents Sought Are Highly Relevant, Necessary, and Not Obtainable from the Parties to the Arbitration

Petitioners' testimony and documents go to the heart of the Arbitration, including the core of Citadel's counterclaims and defenses. On that basis alone, this Court should deny the Petition. *See, e.g., Lima*, 192 A.D.3d at 1095 ("A party or nonparty . . . has the initial burden of establishing either that the requested disclosure 'is utterly irrelevant to the action or that the futility of the process to uncover anything legitimate is inevitable or obvious.'"); *Prudential Sec. Inc. v. Samansky*, 281 A.D.2d 483, 483 (2nd Dep't 2001) (affirming denial of motion to quash where documents were "relevant and material"); *Pepsi-Cola Bottling Co. of N.Y., Inc. v. New York Pepsi-Cola Distribs. Assn., Inc.*, 172 A.D.3d 540, 540 (1st Dep't 2019) (affirming a motion to compel an arbitration subpoena because the request was not "utterly irrelevant"). Petitioners possess evidence essential to establishing what Shatz did, when he did it, and with whom he communicated while engaged in the misconduct underlying Citadel's counterclaims. Without this evidence, Citadel cannot fully prosecute its counterclaims or defend against Shatz's claims.

The testimony and documents sought from Marshall Wace, Nielsen, and Lercher, central players in the underlying Arbitration, are a far cry from "utterly irrelevant." *See Anheuser-Busch*, 71 N.Y.2d at 332. Citadel's counterclaims center on whether and to what extent Shatz breached his fiduciary duties and employment obligations by using Citadel's proprietary information to build out Marshall Wace's Global Credit group, in coordination with Lercher. Citadel's counterclaims, including but not limited to breach of contract and fiduciary duty, bear on the testimony and document production from Petitioners. For example, Citadel intends to show:

- Shatz facilitated the development of a competing credit business at Marshall Wace while employed at Citadel and during his restricted post-employment period.
- Lercher helped Marshall Wace build its Global Credit group—with Shatz's input, despite Shatz's ongoing obligations to Citadel—in anticipation of Shatz's arrival.

- Building the entirely new Global Credit group at Marshall Wace required Shatz to identify, recruit, hire, and train a variety of credit professionals. In doing so, Shatz misappropriated Citadel's confidential and proprietary hiring and recruiting information by coordinating with Marshall Wace before and after leaving Citadel.

Petitioners argue that the evidence Citadel seeks can be obtained from the parties to the Arbitration, but this is incorrect. Even if such a showing were required—which is not the case—Citadel has already engaged in extensive efforts to obtain evidence from Shatz, including through discovery correspondence, hearings, and meet-and-confer discussions. For example, despite all indications that Shatz extensively communicated with his close friend Lercher, Shatz failed to produce the vast majority of communications with Lercher, who left his own job and joined Marshall Wace months before Shatz started at the firm. *Supra* at 1. These communications bear directly on Citadel's counterclaims, as they likely reflect Shatz's improper engagement with Lercher in violation of his post-termination restrictive covenants. *Supra* at 1–2, 5. Given purported technical errors with respect to Shatz's files, and the internal nature of certain evidence Citadel seeks, Petitioners are the only remaining sources for this information.

Marshall Wace: Citadel seeks internal communications about Marshall Wace's efforts to recruit Shatz and Lercher. *Supra* at 4–5. These materials are directly relevant to Citadel's claims that Shatz breached his fiduciary duties and post-termination covenants by engaging in recruiting activities for Marshall Wace while still employed by Citadel and during his sit-out period. Given the internal nature of the materials, these are not documents that Shatz can produce, and Citadel is entitled to receive relevant documents beyond those produced by Shatz.

Petitioners argue that Marshall Wace has made a prior document production, but this small and deficient production reflects substantial gaps, including with respect to text messages and internal Marshall Wace communications regarding recruitment efforts. Given those gaps, which

were addressed in the parties' correspondence with the Panel, Citadel also seeks custodial testimony on the efforts undertaken by Marshall Wace to preserve communications relevant to this matter and its efforts to search for and produce communications in response to the Marshall Wace Subpoena. *Supra* at 4–6. Again, this is not testimony that Shatz can provide.

Nielsen: As to Nielsen, Head of Quantitative Trading at Marshall Wace, Citadel seeks his testimony and text messages because he was directly involved in recruiting Shatz to Marshall Wace and communicated with Shatz regarding the recruitment. *Supra* at 5. Such evidence is relevant, necessary and not duplicative. Nielsen's testimony would provide his own unique perspective on Shatz's recruitment to Marshall Wace. In addition, Marshall Wace seemingly failed to collect text messages sent in furtherance of recruiting activities from Nielsen's phone, further necessitating a production from Nielsen in his personal capacity. *Supra* 6. Nielsen's documents and testimony are crucial to understanding Shatz's recruitment by Marshall Wace and any improper use of the highly confidential and proprietary documents printed by Shatz.

Lercher: As to Lercher, Citadel seeks his testimony because the evidence Citadel has received to date reflects that he repeatedly met with and worked closely with Shatz in recruiting individuals for the new Global Credit group at Marshall Wace, including during Shatz's sit-out period. Lercher's testimony would also provide an individual perspective on the relevant events in question and Lercher's documents are necessary to understand the full scope of Shatz's recruiting activities and the formation of the Marshall Wace Global Credit group.

Petitioners' arguments that the evidence sought by Citadel is "utterly irrelevant," duplicative or not necessary, and can be otherwise obtained from the parties to the Arbitration do not withstand scrutiny as generalized or conclusory relevance objections or assertions that the information can be obtained from another source are insufficient to quash a subpoena. *See Koch*,

23 N.Y.3d at 38; *M&T Bank Corp. v. Moody's Investors Servs., Inc.*, 191 A.D.3d 1288, 1292–1294 (4th Dep't 2021) (reversing court's order quashing subpoena because movant failed to show subpoena was futile or irrelevant); *Bianchi v. Galster Mgmt. Corp.*, 131 A.D.3d 558, 559 (2nd Dep't 2015) (affirming denial of motion to quash where movant failed to demonstrate irrelevance); *Velez v. Hunts Point Multi-Serv. Ctr., Inc.*, 29 A.D.3d 104, 114 (1st Dep't 2006) (reversing court order quashing nonparty subpoena and denying motion to quash where the subpoena sought records relevant to party's defenses and counterclaims). The documents and testimony sought are relevant and Petitioners should be compelled to provide this evidence.

C. The Subpoenas Do Not Threaten Marshall Wace's "Trade Secrets"

Petitioners argue that the subpoenas should be quashed because they would require disclosure of Marshall Wace's trade secret information. However, a subpoena may only be quashed if Petitioners demonstrate that the information at issue is in fact a trade secret and that the information is not indispensable to the ascertainment of truth. *See Deas v. Carson Products Co.*, 172 A.D.2d 795, 796 (2nd Dep't 1991). Trade secrets are defined "as any formula, pattern, device or compilation of information which is used in one's business, and which gives him an opportunity to obtain an advantage over competitors who do not know or use it." *Ashland Mgmt. Inc. v. Janien*, 82 N.Y.2d 395, 407 (1993). To be clear, Citadel has no interest in or need for Marshall Wace's proprietary information, but communications, including Zoom and calendar invites, pertaining to Marshall Wace's 2023 and 2024 recruitment efforts related to specific individuals are plainly not trade secrets. In fact, Marshall Wace has already produced certain responsive communications, belying its position that the requested communications are necessarily trade secrets. *See* Pet. ¶¶ 30–31 ("Several of the documents that MWNA produced are also responsive to Request 1 of the MWNA Pre-Hearing Subpoena to the extent Shatz was involved in discussions with MWNA employees concerning his recruitment."). Marshall Wace cannot credibly maintain that

communications concerning the hiring of Shatz and Lercher constitute trade secrets that must be withheld, while simultaneously claiming that it has already produced documents responsive to these requests. In any event, these documents are subject to a protective order and Citadel is amenable to conferring with Petitioners regarding an “Attorneys’ Eyes Only” designations.

CONCLUSION

For the foregoing reasons, Citadel respectfully requests that the Court deny the Petition and grant Citadel’s cross motion to compel enforcement of the subpoenas.

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February 10, 2026

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WORD LIMIT CERTIFICATION

Pursuant to Rule 17 of the Rules of the Commercial Division of the Supreme Court, I hereby certify that the total number of words in this affirmation, excluding any caption, table of contents, table of authorities, and signature block is 4,796.

/s/ Jonathan K. Youngwood

Jonathan K. Youngwood