ELAINE CHEN, Plaintiff, v. NEW YORK JETS, LLC, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION BERGEN COUNTY DOCKET NO. BER-L-6630-25 Civil Action **ORDER**

This matter having been brought before the Court by plaintiff, Elaine Chen, and the Court having considered any papers and oral argument offered by the parties, and good cause having been shown,

IT IS on the 14TH day of November, 2025,

ORDERED that the Defendant

(1) immediately delete and destroy any and all electronic copies of communications between the plaintiff and her spouse; and

(2) immediately destroy any and all paper copies of communications between the plaintiff and her spouse; and

(3) immediately identify all current and former employees, agents, owners, players, executive leadership members, and contractors/vendors to whom the Defendant publicized, disclosed, disseminated, and/or otherwise provided communications between the plaintiff and her spouse (whether electronic or paper); and

(4) within three (3) calendar days of the entry of this Order, provide a copy of this Order to all of Defendant's current and former employees, agents, owners, players, executive

leadership members, and contractors/vendors to whom the Defendant publicized, disclosed, disseminated, and/or otherwise provided communications between the plaintiff and her spouse as well as instruct, in writing, those individuals and entities to destroy all copies of those communications (whether electronic or paper), and

(5) within seven (7) calendar days of the entry of this Order, obtain and produce to the plaintiff a Certification signed under oath by each of the Defendant's current and former employees, agents, owners, players, executive leadership members, and contractors/vendors and/or an individual authorized to legally bind each of those entities to whom the Defendant publicized, disclosed, disseminated, and/or otherwise provided communications between the plaintiff and her spouse confirming that they have complied with this Order by destroying any and all communications between the plaintiff and her spouse (whether electronic or paper);

(6) immediately refrain from publicizing, disclosing, disseminating, discussing, and/or otherwise using communications between the plaintiff and her spouse for any reason in this litigation or outside of this litigation; and

(7) within thirty (30) days refile its Answer and Affirmative Defenses to Complaint and Counterclaims filed on e-Courts without any references to communications between the plaintiff and her spouse; and

(8) immediately identify all third parties, individuals, publications, and/or other entities to whom the Jets disclosed communications between the plaintiff and her spouse; and

(9) within ten (10) calendar days of the entry of this Order, certify, under oath, that the Jets have complied with this Order; and it is

FURTHER ORDERED that the Answer and Affirmative Defenses to Complaint and Counterclaims shall be removed from e-Courts; and it is

FURTHER ORDERED that the Court shall grant such other relief as the Court deems equitable and just.

ANTHONY R. SUAREZ, J.S.C.

Opposed ✓

Unopposed _____

(B) See attached rider.

Case: Chen v. New York Jets, LLC

Docket No. BER-L-6630-25

RIDER TO ORDER DATED NOVEMBER 14, 2025 RELATED TO PLAINTIFF'S ORDER TO SHOW CAUSE

I. STATEMENT OF FACTS

Plaintiff Elaine Chen commenced employment with Defendant New York Jets, LLC ("Jets" or "Team") in 2010, rising to the position of Vice President, Finance in 2021. Chen's husband was also employed by the Jets.

On July 10, 2025, a former Jets employee sent an anonymous e-mail to various Jets executives alleging sexual misconduct and harassment by Team President Hymie Elhai. This anonymous email, after being forwarded to Chen's husband, led to internal investigations, during which both Mr. and Ms. Chen were questioned.

Mr. Chen was terminated on July 25, 2025. Three days later, Plaintiff Chen was interrogated by the Jets. Shortly after, on July 30, 2025, she was terminated, the Jets claiming it was due to concerns over her "personal conflict of interest" and failure to prioritize the company's interests. The Jets further accused her of having participated in or being aware of a conspiracy against Mr. Elhai. The Jets demanded that she (and others) sign a statement denying any unlawful conduct by Elhai as a condition of any settlement.

On August 6, 2025, Plaintiff put the Jets on notice of legal claims, including marital status discrimination and retaliation under the New Jersey Law Against Discrimination. On August 8, the Jets responded and indicated that they had accessed private, privileged

communications between Chen and her husband. Plaintiff specifically and promptly demanded that all such privileged communications be deleted and not used further. Despite this, on October 3, 2025—before the privilege issue could be adjudicated—the Jets publicly disclosed privileged spousal communications to third-party media organizations, including The Athletic and northjersey.com. Furthermore, the Jets filed an Answer, Affirmative Defenses, and Counterclaims in this litigation, attaching and referencing additional privileged spousal communications.

Plaintiff sought an order to show cause with temporary restraints, seeking the Jets be enjoined from publicizing or using privileged marital communications, and requiring their destruction or return, among other remedies. Pending this determination, the Jets were temporarily restrained from such conduct.

II. RELEVANT LAW

A. New Jersey Law on Summary and Preliminary Injunctions

A party seeking preliminary injunctive relief must generally establish:

1. Irreparable harm in the absence of such relief;
2. That the legal right claimed is settled;
3. A reasonable probability of success on the merits; and
4. The relative hardship on the parties weighs in favor of granting the injunction.

See, Crowe v. DeGioia, 90 N.J. 126, 132–34 (1982); see also, e.g., Davidovich v. Israel Ice Skating Fed'n, 446 N.J. Super. 127, 160–61 (App. Div. 2016).

B. Marital Communications Privilege

The marital communications privilege is codified at N.J.R.E. 509 and N.J.S.A. 2A:84A-22:

- No person shall disclose any communication made in confidence between such person and his or her spouse (N.J.S.A. 2A:84A-22(1); N.J.R.E. 509).
- No privilege exists if both spouses consent to disclosure, if the communications are relevant to litigation between spouses, or in a criminal case where the spouse or their guardian consents (id.).
- The privilege survives divorce or separation, unless the communication was made while living separate and apart under a divorce or separation (id.).
- The privilege applies in all contexts and is not limited to judicial proceedings (State v. Bailey, 251 N.J. 101, 125 (2022)).
- The privilege is intended to protect "free and uninhibited communications between spouses, and consequently the sanctity and tranquility of marriage" (State v. Mauti, 208 N.J. 519, 533 (2012); State v. Szemple, 135 N.J. 406, 414 (1994); Wolfe v. United States, 291 U.S. 7, 14 (1934)).

C. Waiver

There is no waiver of the privilege unless the holder of the privilege voluntarily discloses, or consents to the disclosure, of the communication. Both spouses must consent for waiver outside the exceptions, and the privilege is not lost simply because a communication is in the hands of a third party absent consent, connivance, or waiver by the spouse (State v. Szemple, 135 N.J. at 416; N.J.R.E. 509(2)(a)).

D. Application to the Workplace/Company Property

While some privileges may be affected or waived by an employee's use of company devices or networks (See, Stengart v. Loving Care Agency, Inc., 201 N.J. 300 (2010)), there is no suggestion in the record that Plaintiff Chen used company devices in a way that waived her privilege, and the company's own policies cannot override statutory privileges designed to protect vital social interests (N.J.R.E. 500 cmt 1; State v. Mauti, 208 N.J. at 533).

III. ANALYSIS

Irreparable Harm

Dissemination and use of privileged marital communications—especially in the context of public filings and press releases—constitutes irreparable harm that cannot be compensated through money damages. The New Jersey Supreme Court has recognized that such violation is "essential to the preservation of the marriage relationship" (Wolfe v. United States, 291 U.S. at 14) and can "damage the sanctity and tranquility of marriage" (State v. Mauti, 208 N.J. at 533; Crowe, 90 N.J. at 132–33).

Moreover, the Jets' continued revelation of communications after being put on notice not only seeks to use the fruits of its own wrongful conduct but also signals a risk of further repeated violations if not restrained.

Settled Right

The marital communications privilege is settled and universally applicable regardless of the forum. The privilege does not yield to an employer's or company's internal

investigation. The Jets' unconditional use of these communications is contrary to the express text of N.J.R.E. 509 and firmly established New Jersey law (State v. Bailey, supra; State v. Mauti, supra; N.J.S.A. 2A:84A-22; see also Biunno, Weissbard & Zegas, cmt 1 on N.J.R.E. 500).

Probability of Success

Plaintiff has established:

- The communications at issue are between spouses, made in confidence, and neither spouse has consented to their disclosure;
- The Jets continued to use, disseminate, and filed these communications even after explicit demands to cease and after knowing of their privileged character;
- None of the exceptions apply, and there is no evidence of waiver by voluntary disclosure or consent;
- The privileged relationship is not lost merely because the company was able to access or copy the communications during its own investigation.

As such, Plaintiff has shown a strong probability of success on the merits that the communications are privileged and the Jets' use was unlawful.

Relative Hardship

The hardships here favor Plaintiff:

- No substantial harm befalls the Jets if their unlawful possession and use of privileged communications is restrained. Their ability to defend this litigation is

preserved through other means of discovery (e.g., deposition, interrogatory) that do not involve the use of privileged communications;

- By contrast, to deny injunctive relief would impose severe and irreparable hardship upon Plaintiff: once privileged marital communication is made public and deployed in litigation and the media, the harm is done and essentially irrevocable.

IV. DEFENSE ARGUMENTS

The Jets have argued waiver or that the privilege does not apply because communications were on company-owned devices. However, no facts establish voluntary waiver or consent by both spouses. Company email/investigation policies cannot override the statutorily protected marital privilege (See, Stengart v. Loving Care, N.J.R.E. 509, State v. Bailey supra).

V. CONCLUSION

For the foregoing reasons, the Court finds that Chen is entitled to the relief sought and that, pending further litigation and regardless of forum, the Jets must:

1. Cease and desist from publicizing, disclosing, or otherwise using or referring to any privileged marital communications between Plaintiff and her spouse, inside or outside litigation;
2. Delete and destroy all electronic copies thereof;
3. Return all paper copies to Plaintiff;

4. Remove all privileged content from court filings and refile without reference to the privileged communications;
5. Identify all parties to whom the communications were ever disclosed, and take all reasonable steps to secure their return and destruction;

An order confirming the same is being entered in this regard.