

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

ADAM WHITE and
LAW OFFICE OF VACCARO & WHITE, LLP,

Plaintiffs,

Index No. 655386/2023

AMENDED ANSWER

-against-

STEPHEN VACCARO and
STEVE VACCARO LAW, LLP,

Defendants.

- - - - -
Defendants Stephen Vaccaro and Steve Vaccaro Law, LLP, by their attorney,
Peter M. Levine, for their Amended Answer to the Complaint, state:

1. Deny knowledge and information sufficient to form a belief regarding the
allegations in paragraph 1.

2. Stephen Vaccaro denies each and every allegation in paragraph 2, except
admits Law Office of Vaccaro & White, LLP (“V&W”) was a New York limited liability
partnership that was dissolved on March 16, 2023 and is currently winding down its
operations. Steve Vaccaro Law, LLP (“Vaccaro Law”) denies knowledge and information
sufficient to form a belief regarding the allegations in paragraph 2.

3. Admit the allegations in paragraph 3.

4. Stephen Vaccaro denies each and every allegation in paragraph 4, except
admits Adam White and Stephen Vaccaro formed V&W. Vaccaro Law denies knowledge and
information sufficient to form a belief regarding the allegations in paragraph 4.

5. Stephen Vaccaro denies each and every allegation in paragraph 5, except
denies knowledge and information sufficient to form a belief regarding the nature of Adam
White’s law practice and admits Stephen Vaccaro was employed as an associate at the law

firm Debevoise & Plimpton LLP. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 5.

6. Stephen Vaccaro denies each and every allegation in paragraph 5, except denies knowledge and information sufficient to form a belief regarding the nature of Adam White's law practice. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 6.

7. Stephen Vaccaro denies each and every allegation in paragraph 7. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 7.

8. Stephen Vaccaro denies each and every allegation in paragraph 8, except admits that, during the existence of V&W, Adam White and Stephen Vaccaro observed a course of dealing by which each bore an equal share of the costs and the profits attributable to the operations of V&W. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 8.

9. Stephen Vaccaro denies each and every allegation in paragraph 9. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 9.

10. Stephen Vaccaro denies each and every allegation in paragraph 10. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 10.

11. Stephen Vaccaro denies each and every allegation in paragraph 11. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 11.

12. Stephen Vaccaro denies each and every allegation in paragraph 12, except admits he received a check, a copy of which is included in Exhibit A to the Complaint. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 12.

13. Stephen Vaccaro admits the allegations in paragraph 13. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 13.

14. Stephen Vaccaro denies each and every allegation in paragraph 14. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 14.

15. Stephen Vaccaro denies each and every allegation in paragraph 15. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 15.

16. Stephen Vaccaro denies each and every allegation in paragraph 16, except admits, when they practiced together, Adam and Steve trained, educated and mentored each other in the practice of law and the management of a successful law practice. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 16.

17. Stephen Vaccaro denies each and every allegation in paragraph 17, except admits Adam White and Stephen Vaccaro invested money in the marketing and promotion of V&W. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 17

18. Stephen Vaccaro denies each and every allegation in paragraph 18, except admits some of the promotional materials for V&W displayed the name or phone number of V&W. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 18

19. Stephen Vaccaro admits the allegations in paragraph 19. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 19.

20. Stephen Vaccaro denies each and every allegation in paragraph 20, except admits V&W sought to attract as clients persons who had been injured while cycling or walking. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 20.

21. Stephen Vaccaro denies each and every allegation in paragraph 21, except admits the efforts to promote V&W included public speaking and other public appearances at which Vaccaro primarily, and Adam White occasionally, appeared. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 21.

22. Stephen Vaccaro admits the allegations in paragraph 22 but avers V&W was dissolved March 16, 2023. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 22,

23. Stephen Vaccaro denies each and every allegation in paragraph 23, except admits that on October 17, 2022, following a meeting between Vaccaro and Adam White to address White's hostile and abusive behavior toward Vaccaro, Vaccaro on information and belief was attacked while cycling in Riverside Park by unknown assailants, had his wallet and

credit cards stolen, and sustained a fractured clavicle and head trauma requiring surgery. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 23.

24. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 24, except Stephen Vaccaro admits he fell while climbing subway stairs in December 2022 and sustained facial trauma.

25. Stephen Vaccaro denies each and every allegation in paragraph 25. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 25.

26. Stephen Vaccaro denies each and every allegation in paragraph 26, except admits he attended a mediation on January 4, 2023. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 26.

27. Stephen Vaccaro denies each and every allegation in paragraph 27, except admits C.G., a V&W paralegal, was absent from work starting December 22, 2022, having been diagnosed with Covid-19, and on January 4, 2023, Vaccaro and Adam White discussed C.G.'s absence and agreed to act jointly, not unilaterally, with respect to any disciplinary action to be taken in response to the absence. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 27.

28. Stephen Vaccaro denies each and every allegation in paragraph 28, except admits that on January 5, 2023 he was hospitalized and underwent surgery to relieve a subdural hematoma. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 28.

29. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 29.

30. Stephen Vaccaro denies each and every allegation in paragraph 30, except admits he was unable to work January 5 and 6, 2023, resumed work from home January 8, 2023, and resumed full-time work in the V&W offices January 16, 2023. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 30.

31. Stephen Vaccaro denies each and every allegation in paragraph 31, except admits he told White not to terminate C.G.'s employment unilaterally without his consent, and within 24 hours of Vaccaro's surgery, White, without consulting Vaccaro, terminated C.G.'s employment and hired a replacement paralegal. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 31.

32. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 32.

33. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 33.

34. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 34, except Stephen Vaccaro denies he ever engaged in abusive, antagonistic, belittling behavior and also denies he ever created a hostile work environment.

35. Stephen Vaccaro denies each and every allegation in paragraph 35. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 35.

36. Stephen Vaccaro denies each and every allegation in paragraph 36. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 36.

37. Stephen Vaccaro denies each and every allegation in paragraph 37. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 37.

38. Stephen Vaccaro denies each and every allegation in paragraph 38, except admits he told White he was not receiving adequate paralegal support. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 38.

39. Stephen Vaccaro denies each and every allegation in paragraph 39. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 39.

40. Stephen Vaccaro denies each and every allegation in paragraph 40. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 40.

41. Stephen Vaccaro denies each and every allegation in paragraph 41, except admits that immediately upon the dissolution of V&W, he proposed to White they effectuate the dissolution through a mediator, and White and Vaccaro ultimately agreed to retain Victoria DePaula as the mediator.

42. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 42.

43. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 43.

44. Stephen Vaccaro denies each and every allegation in paragraph 44, except admits he and White did not resolve their differences in the mediation. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 44.

45. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 45, except Stephen Vaccaro admits he retained Richard Janvey, Esq., to represent him with respect to the dissolution of V&W.

46. Stephen Vaccaro denies each and every allegation in paragraph 46, except admits V&W reached an agreement with Peter Beadle, Esq. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 46.

47. Stephen Vaccaro denies each and every allegation in paragraph 47, except admits the parties, through counsel, communicated during the period March 16 through July 21, 2023 regarding the distribution of V&W's assets. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 47.

48. Stephen Vaccaro denies each and every allegation in paragraph 48, except admits no agreement with respect to the disposition of the assets of the dissolved firm was reached. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 48.

49. Stephen Vaccaro denies each and every allegation in paragraph 49, except admits, upon information and belief, through March 16, 2023, he and White equally

shared the costs of operating V&W and equally shared the profits generated from all V&W cases and all cases as to which V&W was consulting counsel. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 49.

50. Stephen Vaccaro denies each and every allegation in paragraph 50, except admits V&W was dissolved as of March 16, 2023 and the parties' exchange of emails regarding that topic included the phrase "an impasse." Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 50.

51. Admit the allegations in paragraph 51.

52. Stephen Vaccaro denies each and every allegation in paragraph 52, except admits the phrase "over as of July 1, 2023" appears in an email he dispatched to White on June 30, 2023. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 52.

53. Stephen Vaccaro denies each and every allegation in paragraph 53, except admits he served, on June 30, 2023, a notice of termination of the lease for the V&W offices. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 53.

54. Stephen Vaccaro denies each and every allegation in paragraph 54, except admits the phrase "was dissolved" appears in an email he dispatched to White on October 13, 2023. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 54.

55. Stephen Vaccaro denies each and every allegation in paragraph 55. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 55.

56. Stephen Vaccaro denies each and every allegation in paragraph 56. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 56.

57. Stephen Vaccaro denies each and every allegation in paragraph 57. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 57.

58. Stephen Vaccaro denies each and every allegation in paragraph 58. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 58.

59. Stephen Vaccaro denies each and every allegation in paragraph 59. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 59.

60. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 60.

61. Stephen Vaccaro denies each and every allegation in paragraph 61. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 61.

62. Stephen Vaccaro denies each and every allegation in paragraph 62. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 62.

63. Stephen Vaccaro denies each and every allegation in paragraph 63. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 63.

64. Stephen Vaccaro denies each and every allegation in paragraph 64, except admits the parties, through counsel, communicated during the period March 16 through July 21, 2023 regarding the distribution of V&W's assets. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 64.

65. Stephen Vaccaro denies each and every allegation in paragraph 65. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 65.

66. Stephen Vaccaro denies each and every allegation in paragraph 66. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 66.

67. Deny each and every allegation in paragraph 67, except Stephen Vaccaro admits that during the winding down of V&W he and White each used certain property and other assets of the dissolved firm. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 67.

68. Stephen Vaccaro denies each and every allegation in paragraph 68. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 68.

69. Stephen Vaccaro denies each and every allegation in paragraph 69. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 69.

70. Stephen Vaccaro denies each and every allegation in paragraph 70. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 70.

71. Stephen Vaccaro denies each and every allegation in paragraph 71. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 71.

72. Stephen Vaccaro denies each and every allegation in paragraph 72. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 72.

73. Stephen Vaccaro denies each and every allegation in paragraph 73. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 73.

74. Stephen Vaccaro denies each and every allegation in paragraph 74, except admits he has access to funds belonging to V&W. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 74.

75. Stephen Vaccaro denies each and every allegation in paragraph 75. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 75.

76. Stephen Vaccaro denies each and every allegation in paragraph 76. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 76.

77. Stephen Vaccaro denies each and every allegation in paragraph 77, except admits he has access to funds belonging to V&W. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 77.

78. Stephen Vaccaro denies each and every allegation in paragraph 78. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the

allegations in paragraph 78.

79. Stephen Vaccaro denies each and every allegation in paragraph 79. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 79.

80. Deny each and every allegation in paragraph 80, except Stephen Vaccaro admits he has established accounts with Basecamp and with Dropbox.

81. Deny each and every allegation in paragraph 81.

82. Deny each and every allegation in paragraph 82, except admit White does not have access to the Basecamp and Dropbox accounts.

83. Stephen Vaccaro denies each and every allegation in paragraph 83. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 83.

84. Deny each and every allegation in paragraph 84, except Stephen Vaccaro admits White has expressed his opinion on certain matters.

85. Deny each and every allegation in paragraph 85, except Stephen Vaccaro admits that by April 2023 White had acknowledged V&W had been dissolved.

86. Deny each and every allegation in paragraph 86.

87. Deny each and every allegation in paragraph 87.

88. Deny each and every allegation in paragraph 88.

89. Deny each and every allegation in paragraph 89.

90. Deny each and every allegation in paragraph 90.

91. Denies each and every allegation contained in paragraph 91, except admit the phrase “on the defensive” appears in an email Vaccaro dispatched to his staff.

92. Denies each and every allegation contained in paragraph 92, except admit Stephen Vaccaro at all times with respect to the dissolution of V&W has been transparent, has operated fairly and expeditiously, and has despite Adam White’s behavior endeavored to operate with minimal acrimony.

93. Stephen Vaccaro denies each and every allegation in paragraph 93. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 93.

94. Stephen Vaccaro denies each and every allegation in paragraph 94. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 94.

95. Deny each and every allegation in paragraph 95.

96. Deny each and every allegation in paragraph 96.

97. Deny each and every allegation in paragraph 97.

98. Deny each and every allegation in paragraph 98.

99. Stephen Vaccaro denies each and every allegation in paragraph 99. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 99.

100. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 100, except Stephen Vaccaro denies making any representations.

101. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 101, except Stephen Vaccaro denies making any representations.

102. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 102, except Stephen Vaccaro denies making any representations.

103. Stephen Vaccaro denies each and every allegation in paragraph 103. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 103.

104. Stephen Vaccaro denies each and every allegation in paragraph 104, except admits he and White discussed the “good guy” clause in the V&W lease. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 104.

105. Stephen Vaccaro denies each and every allegation in paragraph 105, except admits he dispatched a notice with respect to the “good guy” clause in the V&W lease. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 105.

106. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 106.

107. Stephen Vaccaro denies each and every allegation in paragraph 107. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 107.

108. Stephen Vaccaro denies each and every allegation in paragraph 108. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 108.

109. In response to paragraph 109, defendant repeat the corresponding admissions, averments, and denials pleaded in response to paragraphs 1-108.

110. Stephen Vaccaro denies each and every allegation in paragraph 110. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 110.

111. Stephen Vaccaro denies each and every allegation in paragraph 111, except denies knowledge and information sufficient to form a belief regarding what might have motivated White to commence this action. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 111.

112. Stephen Vaccaro denies each and every allegation in paragraph 112. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 112.

113. In response to paragraph 113, defendant repeat the corresponding admissions, averments, and denials pleaded in response to paragraphs 1-112.

114. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 114.

115. Stephen Vaccaro denies each and every allegation in paragraph 115. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 115.

116. Stephen Vaccaro denies each and every allegation in paragraph 116. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 116.

117. In response to paragraph 117, defendant repeat the corresponding admissions, averments, and denials pleaded in response to paragraphs 1-116.

118. Paragraph 118 consists of legal conclusions to which defendants have not obligation to respond. To the extent a response is required, defendants deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 118.

119. Paragraph 119 consists of legal conclusions to which defendants have not obligation to respond. To the extent a response is required, defendants deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 119.

120. Stephen Vaccaro denies each and every allegation in paragraph 120. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 120.

121. Stephen Vaccaro denies each and every allegation in paragraph 121. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 121.

122. Stephen Vaccaro denies each and every allegation in paragraph 122. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 122.

123. Stephen Vaccaro denies each and every allegation in paragraph 123. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 123.

124. In response to paragraph 124, defendant repeat the corresponding admissions, averments, and denials pleaded in response to paragraphs 1-123.

125. Stephen Vaccaro denies each and every allegation in paragraph 125. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 125.

126. Stephen Vaccaro denies each and every allegation in paragraph 126. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 126.

127. Stephen Vaccaro denies each and every allegation in paragraph 127. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 127.

128. Stephen Vaccaro denies each and every allegation in paragraph 128. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 128.

129. Stephen Vaccaro denies each and every allegation in paragraph 129. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 129.

130. Stephen Vaccaro denies each and every allegation in paragraph 130. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 130.

131. Stephen Vaccaro denies each and every allegation in paragraph 131. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 131.

132. Stephen Vaccaro denies each and every allegation in paragraph 132. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the

allegations in paragraph 132.

133. Stephen Vaccaro denies each and every allegation in paragraph 133. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 133.

134. Deny each and every allegation in paragraph 134.

135. Deny each and every allegation in paragraph 135.

136. Stephen Vaccaro denies each and every allegation in paragraph 136. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 136.

137. Deny each and every allegation in paragraph 137, except Stephen Vaccaro admits he has settled several cases.

138. Deny each and every allegation in paragraph 138.

139. Deny each and every allegation in paragraph 139.

140. Stephen Vaccaro denies each and every allegation in paragraph 140. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 140.

141. Stephen Vaccaro denies each and every allegation in paragraph 141. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 141.

142. Deny each and every allegation in paragraph 142, except Stephen Vaccaro admits he has appropriately signed consents to change attorney on behalf of V&W and Vaccaro Law.

143. Deny each and every allegation in paragraph 143.

144. Stephen Vaccaro denies each and every allegation in paragraph 144, except admits he and White discussed the “good guy” clause in the V&W lease. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 144.

145. Stephen Vaccaro denies each and every allegation in paragraph 145. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 145.

146. Stephen Vaccaro denies each and every allegation in paragraph 146. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 146.

147. Stephen Vaccaro denies each and every allegation in paragraph 147. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 147.

148. Stephen Vaccaro denies each and every allegation in paragraph 148. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 148.

149. Deny knowledge and information sufficient to form a belief regarding the allegations in paragraph 149.

150. Stephen Vaccaro denies each and every allegation in paragraph 150. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 150.

151. Stephen Vaccaro denies each and every allegation in paragraph 151. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 151.

152. Stephen Vaccaro denies each and every allegation in paragraph 152. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 152.

153. Denies each and every allegation in paragraph 153.

154. Stephen Vaccaro denies each and every allegation in paragraph 154. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 154.

155. Stephen Vaccaro denies each and every allegation in paragraph 155. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 155.

156. Stephen Vaccaro denies each and every allegation in paragraph 156. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 156.

157. Stephen Vaccaro denies each and every allegation in paragraph 157. Vaccaro Law denies knowledge and information sufficient to form a belief regarding the allegations in paragraph 157.

First Affirmative Defense

158. Each plaintiff has failed to state a cause of action upon which relief may be granted.

Second Affirmative Defense

159. Plaintiff Adam White does not have standing to assert any cause of action on behalf of Law Office of Vaccaro & White, LLP.

Third Affirmative Defense

160. Plaintiff Law Office of Vaccaro & White, LLP does not have standing or authority or capacity to assert any cause of action against either Stephen Vaccaro or Steve Vaccaro Law, LLP.

Fourth Affirmative Defense

161. Plaintiffs' causes of action are barred by the Statute of Frauds and N.Y. Gen. Oblig. L. § 5-701.

Fifth Affirmative Defense

162. Adam White's causes of action are barred by his own culpable conduct, and any damages he may have suffered were caused by his own culpable conduct.

Sixth Affirmative Defense

163. There is no cognizable causation between the damage claimed by either plaintiff and any act or omission by either defendant.

Seventh Affirmative Defense

164. Plaintiffs' causes of action are barred by illegality either under statute or common law.

Eighth Affirmative Defense

165. All actions taken by Stephen Vaccaro were justified by law.

Ninth Affirmative Defense

166. All actions taken by or on behalf of Steve Vaccaro Law, LLP were justified by law.

Tenth Affirmative Defense

167. On March 29, 2023, Adam White advised Stephen Vaccaro, “it is clear to me that we need to dissolve our law firm and separate our practice entirely.”

168. Thereafter, with White’s knowledge, acquiescence, and consent, Stephen Vaccaro formed Steve Vaccaro Law, LLP and took several additional steps to wind down the dissolved V&W and separate his law practice entirely from White’s practice.

169. Stephen Vaccaro reasonably relied upon Adam White’s representation that these steps were necessary and appropriate.

170. Therefore, Adam White is estopped from alleging harm resulting from the appropriate actions taken by Stephen Vaccaro in reliance on White’s representations.

Eleventh Affirmative Defense

171. On March 29, 2023, Adam White advised Stephen Vaccaro, “it is clear to me that we need to dissolve our law firm and separate our practice entirely.”

172. Despite having acknowledged the necessity of winding down V&W and separating the law practices of its two members, Adam White failed to take reasonable action to mitigate any losses or damages arising from the winding down of V&W and the separation of the law practices. He instead acted in a manner that impeded the winding down of V&W and the separation of the law practices.

173. Therefore, Adam White's damages, if any, should be reduced to the extent of his failure to mitigate his alleged damages.

Twelfth Affirmative Defense

174. Should plaintiffs establish a right to recover damages, defendants intend to exercise a right of setoff with respect to any recovery of damages on their counterclaims.

First Counterclaim
(Declaratory Judgment Against Adam White)

175. A justiciable controversy has arisen between Adam White and Stephen Vaccaro regarding the date when Law Office of Vaccaro & White, LLP was dissolved.

176. White contends V&W was dissolved October 31, 2023, when V&W's lease expired.

177. Stephen Vaccaro contends he and White had a partnership terminable at will, and the partnership was dissolved by Vaccaro no later than March 16, 2023, when he wrote to White: "This email will serve as notice to you that our partnership is dissolved."

178. Consistent with that notice, Stephen Vaccaro proceeded to organize a separate law practice at his own expense by

- < installing separate phone lines,
- < purchasing separate office equipment,
- < forming a separate corporate entity,
- < opening separate bank accounts,
- < making digital copies of files and other materials for clients he represented,
- < hiring separate staff.

179. Stephen Vaccaro informed White he was organizing a new, separate law practice.

180. Stephen Vaccaro is entitle to a judgment declaring Law Office of Vaccaro & White, LLP was dissolved no later than March 16, 2023.

Second Counterclaim
(Declaratory Judgment Against Adam White and V&W)

181. A justiciable controversy has arisen between Adam White and Stephen Vaccaro regarding the allocation of legal fees between Law Office of Vaccaro & White, LLP and Steve Vaccaro Law, LLP for each case in which Vaccaro Law was substituted for V&W as counsel of record pursuant to a Consent to Change Attorney executed by the client.

182. White, on behalf of himself and V&W, contends V&W is entitled to 50 percent of the fee irrespective of the extent of the services rendered by V&W and irrespective of the date of dissolution.

183. Stephen Vaccaro contends V&W's interest in the fees generated from matters in which V&W represents or has represented the claimant is limited to the reasonable value of the services V&W actually rendered prior to its dissolution, and that payment to V&W or to Adam White of any fees earned by Stephen Vaccaro subsequent to the dissolution of V&W and his disassociation from Adam White would constitute unlawful fee splitting in violation of N.Y. Comp. Codes R. & Regs. tit. 22, Section 1200.0(g) and other applicable law.

184. Stephen Vaccaro is entitled to a judgment declaring, for each matter in which he or Vaccaro Law represents or has represented a claimant subsequent to the dissolution of V&W, he or Vaccaro Law is entitled to 100% of the legal fees earned after dissolution of V&W, and V&W may assert a claim only to the extent of the reasonable value of the services it actually rendered prior to its dissolution.

Third Counterclaim
(Declaratory Judgment Against Adam White and V&W)

185. After the dissolution of Law Office of Vaccaro & White, LLP, several clients of the firm chose to be represented by Stephen Vaccaro's new firm, Steven Vaccaro Law, LLP.

186. Many of those clients communicated his or her choice by signing a consent to change attorney, by which Vaccaro Law was substituted for V&W as counsel of record.

187. Adam White, on behalf of himself and V&W, refused to accept the substitution and insisted V&W still retained the case and was still counsel of record.

188. White's refusal to accept the changes of counsel violated his obligation to put the interests of the clients' before his own, and such refusal constitutes grounds to find both he and V&W have been discharged for cause and have forfeited any claim to a share of the fees due from those cases.

Fourth Counterclaim
(Damages Against Adam White)

189. After the dissolution of Law Office of Vaccaro & White, LLP, Adam White continued to use the assets and other property of V&W for purposes other than the winding down of V&W's operations, including:

< using V&W funds to pay paralegal A.Z. for work on cases Adam White was handling from his own, separate law practice subsequent to the dissolution of V&W,

< using V&W funds to pay for office services such as telephone, internet, and data management on cases that Adam White was handling from own, separate law practice subsequent to the dissolution of V&W and subsequent to the cessation of Stephen Vaccaro's use of such services at the expense of V&W.

190. Adam White's use of funds and other assets of V&W subsequent to the dissolution of V&W for purposes other than the winding down of V&W constituted a misuse of V&W assets.

191. As a proximate and foreseeable result of Adam White's wrongful conduct, Stephen Vaccaro has been damaged.

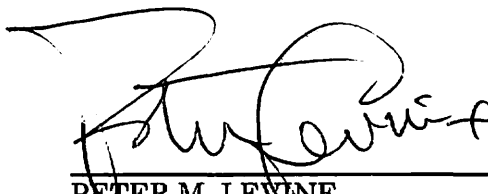
192. Stephen Vaccaro is entitled to recover from Adam White compensatory damages in an amount to be determined at trial, plus interest.

WHEREFORE, defendants demand judgment against plaintiffs:

- A. dismissing the Complaint;
- B. on the First Counterclaim, against Adam White, declaring Law Office of Vaccaro & White, LLP was dissolved no later than March 16, 2023;
- C. on the Second Counterclaim, against Adam White and Law Office of Vaccaro & White, LLP, declaring, for each matter in which Stephen Vaccaro or Steve Vaccaro Law, LLP represents or has represented the claimant: (i) Stephen Vaccaro or Vaccaro Law is entitled to 100% of the fees earned following the dissolution of V&W and (ii) V&W may assert a claim only to the extent of the reasonable value of the services it actually rendered prior to its dissolution;
- D. on the Third Counterclaim, against Adam White and Law Office of Vaccaro & White, LLP, declaring, for each case in which White refused to accept the substitution of V&W in favor of Vaccaro Law, V&W has been discharged for cause and has forfeited any claim to a share of the fees due from the case;
- E. on the Fourth Counterclaim, against Adam White, awarding to Stephen Vaccaro compensatory damages in an amount to be proven at trial, with interest thereon;

F. awarding to defendants their costs and disbursements of this action, including reasonable counsel fees; and

G. granting to defendants such other, further, and different relief the court deems just and proper.

A handwritten signature in black ink, appearing to read "Peter M. Levine", is written over a horizontal line.

PETER M. LEVINE
Attorney for Defendants
444 Madison Avenue, Suite 410
New York, New York 10022
(212) 599-0009

VERIFICATION

I, Steve Vaccaro, verify the following to be true under the penalties of perjury:

I am the defendant identified in the in the foregoing answer in the matter styled White, et al., v. Vaccaro, et. al, No. 655386/2023 (Sup. Ct. N.Y. Cty)

I have read the foregoing amended answer and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters I believe them to be true. My beliefs, as to those matters therein not stated upon knowledge, are based upon facts, records, and other pertinent information.

Dated: New York, NY
January 5, 2024

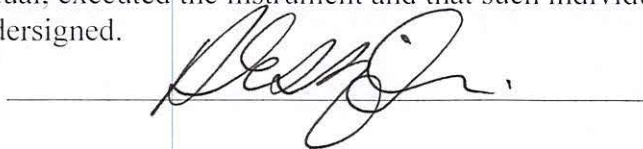


Steve Vaccaro

ACKNOWLEDGEMENT

STATE OF New York
COUNTY OF New York

On this 5th day of January, 2024 before me, the undersigned, personally appeared the above-signed person, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same, and that by the signature on this instrument, the individual, or the person who acted on behalf of the individual, executed the instrument and that such individual made such appearance before the undersigned.



DESILU ESQUILIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ES6437729
Qualified in Bronx County
My Commission Expires 08-01-2026