

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

PRESENT: HON. MELISSA A. CRANE PART 60M

Justice

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ADAM D. WHITE, LAW OFFICE OF VACCARO & WHITE,
LLP

Plaintiff,

- v -

STEPHEN VACCARO, STEVE VACCARO LAW, LLP,

Defendant.

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INDEX NO. 655386/2023

MOTION DATE 06/27/2025

MOTION SEQ. NO. 005

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 005) 98, 99, 100, 101, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118

were read on this motion to/for MODIFY ORDER/JUDGMENT.

By this motion, defendant seeks an order pursuant to CPLR § 6314 vacating or modifying the preliminary injunction this court made and entered January 2, 2025. In that order, this court required each party to hold half of any legal fees in trust for the other partner in all legacy cases. At the time, the court reasoned:

“It is unclear at this juncture what plaintiffs' quantum meruit amount would be worth. It could be half, it could be more, it could be less. Thus, although plaintiff as a matter of law is not entitled to half the fees, as a practical matter, the assessment of reasonable value of services may turn out this way. Therefore, the court will continue the injunction that each side must hold half the legal fees and expenses in trust for the other pending the outcome of an inquest.”

The court then subsequently adjourned the inquest to afford plaintiff the opportunity to appeal.

However, to this day, plaintiff has not perfected his appeal. Because of this delay, defendant asks the court to modify the injunction such that he would keep in escrow something less than 50% of fees from legacy cases in escrow.

The court denies this part of defendant's motion. First, the court no longer ties the inquest to a date after appeal. Rather, the inquest is imminent: February 17, 2026.

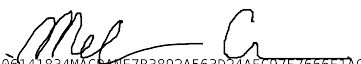
Most important, the rationale for holding in escrow 50% of contingency fees that each side receives for legacy cases still exists. That is, until the inquest it is, as the court previously stated, unclear “what plaintiffs' quantum meruit amount would be worth. It could be half, it could

be more, it could be less. Thus, although plaintiff as a matter of law is not entitled to half the fees, as a practical matter, the assessment of reasonable value of services may turn out this way.”

On this motion, defendant has failed to identify any legacy case, settled after March 16, 2023, in which they have performed substantial additional work warranting a greater than 50% of the fee. Defendant merely points to his having escrowed a greater amount than plaintiff as proof he is entitled to more than 50%. This is speculative. It is entirely possible that plaintiff’s cases have taken longer to resolve, but will be highly remunerative. The court is unwilling to alter its PI based on speculation, especially with an imminent inquest that will determine the amount of work each partner has performed.

Further, it is defendant who has insisted, as is his right, on the cumbersome allocation process that application of the rule from *in re Thelen*, 24 NY3d16, 29 [2014], requires. Defendant could have agreed to abide by the allocation of fees in the partnership agreement he signed.

However, to the extent the parties have identified any contingency fees that would be subject to a 50/50 split, such as fees that come in where the entirety of the work was performed prior to dissolution, they can be disbursed now. The court directed the parties to meet and confer to determine which those fees are by December 18, 2025 [see EDOC 125]. Thus, fees falling into this category should already be identified.


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<u>1/6/2026</u>			
DATE		MELISSA A. CRANE, J.S.C.	
CHECK ONE:	☐ CASE DISPOSED	☒ NON-FINAL DISPOSITION	
	☐ GRANTED ☐ DENIED	☒ GRANTED IN PART	☐ OTHER
APPLICATION:	☐ SETTLE ORDER	☐ SUBMIT ORDER	
CHECK IF APPROPRIATE:	☐ INCLUDES TRANSFER/REASSIGN	☐ FIDUCIARY APPOINTMENT	☐ REFERENCE