

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

ELIZABETH METCALF,

Plaintiff,

-against-

SAFIRSTEIN METCALF LLP, PETER SAFIRSTEIN and
SHEILA FEERICK

Defendants.

Index No. 650777/2024

**ANSWER TO
COMPLAINT
AND COUNTERCLAIM**

Jury trial demanded

Defendant-Counterclaim Plaintiff PETER SAFIRSTEIN (hereafter, "Safirstein"), by and through his attorneys, Clyde & Co US LLP, states, as and for his Answer to Plaintiffs' Complaint and Counterclaim, as follows:

ANSWER

1. Safirstein denies the allegations in paragraph 1.
2. Safirstein denies the allegations in paragraph 2, except he admits that Safirstein Metcalf, LLP (hereafter, "SM") "does not have a written partnership agreement" and that Safirstein, with the agreement of Plaintiff-Counterclaim Defendant Elizabeth Metcalf (hereafter, "Metcalf"), has "sole access" to SM's "bank accounts" and "bank records" in his agreed role as SM's managing partner.
3. Safirstein denies the allegations in paragraph 3, except he admits that, on December 14, 2021, Metcalf sent Safirstein a notice of dissolution "effective as of December 31, 2021."
4. Safirstein denies the allegations in paragraph 4.
5. Safirstein denies the allegations in paragraph 5.

6. Safirstein denies the allegations in paragraph 6.
7. Safirstein denies the allegations in paragraph 7.
8. Safirstein denies the allegations in paragraph 8.
9. Safirstein denies having knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9.
10. Safirstein admits the allegations in paragraph 10.
11. Safirstein admits the allegations in paragraph 11.
12. Safirstein denies having knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12.
13. Safirstein admits the allegations in paragraph 13.
14. Safirstein admits the allegation in paragraph 14 that “[v]enue” in this Court “is proper.”
15. Safirstein denies the allegations in the first sentence in paragraph 15, except he lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence in paragraph 15 regarding “two other attorneys” or as to whether Metcalf began working at Milberg LLP “in or around 2010.” Safirstein lacks knowledge or information sufficient to form a belief as to the truth of any allegations in the second sentence in paragraph 15, except he admits that he and Metcalf joined Morgan & Morgan LLP, a Florida based law firm, in or around March 2012. Safirstein denies the allegations in the third sentence in paragraph 15. Safirstein denies the allegations in the fourth sentence in paragraph 15, except he admits that he and another lawyer who formerly worked at Milberg LLP “were co-leaders” of a class action practice group.

16. Safirstein denies the allegations in paragraph 16, except he admits that “M&M dissolved the practice group” in or around December 2015.
17. Safirstein admits the allegations in paragraph 17.
18. Safirstein admits the allegations in paragraph 18.
19. Safirstein admits the allegations in paragraph 19.
20. Safirstein denies the allegations in paragraph 20.
21. Safirstein admits the allegations in paragraph 21.
22. Safirstein denies the allegations in paragraph 22, except he admits that some decisions regarding SM were jointly made by him and Metcalf.
23. Safirstein admits the allegations in paragraph 23.
24. Safirstein admits the allegations in paragraph 24.
25. Safirstein denies the allegations in paragraph 25, except he admits that Defendant Sheila Feerick (“Feerick”) was an SM employee and not an attorney, and that her title at SM was “Director of Shareholder Communications.”
26. Safirstein denies the allegations in paragraph 26.
27. Safirstein denies the allegations in paragraph 27, except he admits that on “most business days” before March 2020 he, Metcalf and Feerick worked together in person in SM’s offices in New York County, including in the Empire State Building.
28. Safirstein admits the allegations in paragraph 28.
29. Safirstein denies the allegations in paragraph 29.
30. Safirstein denies the allegations in paragraph 30.
31. Safirstein denies the allegations in paragraph 31.

32. Safirstein denies having knowledge or information sufficient to form a belief as to the truth of any allegations in paragraph 32 regarding Metcalf's "suspicion" and he denies the remainder of the allegations in paragraph 32.

33. Safirstein denies the allegations in paragraph 33.

34. Safirstein denies the allegations in paragraph 34.

35. Safirstein admits the allegations in paragraph 35.

36. Safirstein denies the allegations in paragraph 36.

37. Safirstein denies the allegations in paragraph 37.

38. Safirstein denies the allegations in paragraph 38, except he admits that a corporation's failure to properly report jet "usage" can form the basis of a shareholder claim.

39. Safirstein denies the allegations in paragraph 39.

40. Safirstein denies the allegations in paragraph 40.

41. Safirstein denies the allegations in paragraph 41.

42. Safirstein denies the allegations in paragraph 42.

43. Safirstein denies having knowledge or information sufficient to form a belief as to the truth of any allegations in paragraph 43 regarding Metcalf's purported discovery of information and he denies the remaining allegations in paragraph 43.

44. Safirstein denies the allegations in paragraph 44.

45. Safirstein denies the allegations in paragraph 45.

46. Safirstein denies the allegations in paragraph 46.

47. Safirstein denies having knowledge or information sufficient to form a belief as to the truth of any allegations in paragraph 47 regarding what Metcalf "recalls" and he denies the remaining allegations in paragraph 47.

48. Safirstein denies having knowledge or information sufficient to form a belief as to the truth of any allegations in paragraph 48 regarding anything that supposedly “upset” Metcalf and he denies the remaining allegations in paragraph 48.

49. Safirstein admits the allegations in paragraph 49.

50. Safirstein denies the allegations in paragraph 50, except he admits that his letter to Metcalf asserted that he had tried without success to schedule a phone call with Metcalf to discuss SM’s future.

51. Safirstein admits the allegations in paragraph 51, except that he denies that Metcalf sent a draft separation agreement “in any event.”

52. Safirstein admits the allegations in paragraph 52, except he denies that any of the words quoted therein were bolded.

53. Safirstein denies the allegations in paragraph 53, except he admits proposing that Metcalf be paid less than him and he denies having knowledge or information sufficient to form a belief as to what Metcalf considered “unacceptable” when Safirstein made his proposal.

54. Safirstein admits the allegations in the first sentence in paragraph 54 and denies having knowledge or information sufficient to form a belief as to the truth of the allegations in the second and third sentences in paragraph 54.

55. Safirstein denies the allegations in paragraph 55.

56. Safirstein denies the allegations in paragraph 56.

57. Safirstein denies the allegations in paragraph 57.

58. Safirstein denies the allegations in paragraph 58, except he admits SM was considering participating in litigation “regarding the Robinhood Short Squeeze Trading” matter in April 2021.

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