SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 49M

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ELIZABETH METCALF,

Plaintiff,

- v -

SAFIRSTEIN METCALF, LLP, PETER SAFIRSTEIN, and SHEILA FEERICK,

Defendants.

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INDEX NO. 650777/2024

MOTION DATE N/A

MOTION SEQ. NO. 002

DECISION + ORDER ON MOTION

HON. MARGARET A. CHAN:

The following e-filed documents, listed by NYSCEF document number (MS002) 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 117, 118, 121, 122, 123
were read on this motion to/for INJUNCTION/RESTRAINING ORDER.

In this action arising out of a thorny post-dissolution partnership dispute between two partners of the former law firm, Safirstein Metcalf LLP (SM LLP), plaintiff Elizabeth Metcalf moves, by order to show cause, for a mandatory preliminary injunction requiring defendant Peter Safirstein (Safirstein) to immediately release to Metcalf 50% of the funds currently being held in a New York IOLA Attorney Trust Account for SM LLP (the IOLA Account) (NYSCEF # 71). Safirstein opposes the motion. The court held oral arguments on Metcalf's motion on December 10, 2024.

For the following reasons, as well as those articulated during the December 10 hearing, Metcalf's motion is denied.

Background

Factual Background

The court assumes the parties' familiarity with the background of this case, which was thoroughly detailed in the court's Decision and Order, dated December 11, 2024, resolving the motion and cross-motions filed in connection with Motion Sequence 001. The following facts are those most salient to resolving Metcalf's pending motion for a preliminary injunction and are drawn from the affirmations and accompanying exhibits submitted in connection with that motion.

At its core, Metcalf's application is premised upon an apparent scheme by Safirstein to bully and exclude her from SM LLP and divert funds to himself at his

new law firm Safirstein Law LLC (SL) (NYSCEF # 61 – Metcalf aff ¶ 7). Specifically, Metcalf avers that, to date, Safirstein has diverted over $2 million of funds belonging to SM LLP to SL, including approximately $2,228,346.28 of attorneys' fees and expenses arising from SM LLP's representation of plaintiffs in *In re Namenda Indirect Purchaser Antitrust Litigation,* 1:15-cv-06549 (S.D.N.Y.) (the *Namenda* Matter) (*id.* ¶¶ 7-8).

In support of her motion, Metcalf submits an affirmation that primarily rehashes the breakdown in her relationship with Safirstein and defendant Sheila Feerick (Feerick) during the onset of the COVID-19 pandemic (*see* Metcalf aff ¶¶ 11-34). As Metcalf explains, she was gradually frozen out of her work for SM LLP while Safirstein purportedly pursued a scheme to eventually divert firm funds and clients to a new law firm (*see id.* ¶¶ 25-49). This resulted in Metcalf eventually dissolving SM LLP and demanding an accounting from Safirstein (*see id.* ¶¶ 50-54). Metcalf avers that, in furtherance of his scheme, Safirstein then exploited the dissolution by representing to SM LLP's clients that SM LLP would "no longer practice law," and then offering them an opportunity to transfer their matters to SL (*see id.* ¶¶ 55-58).

Following the dissolution of SM LLP, Metcalf further affirms, Safirstein demanded a greater percentage of pre-dissolution fees assigned to SM LLP for the *Namenda* Matter that would be instead paid out to SL for its post-dissolution work on the lawsuit (Metcalf aff ¶ 59). Specifically, upon settlement of the *Namenda* Matter, attorneys' fees and reimbursements were paid out to the co-lead law firms, resulting Safirstein receiving $5,570,865.71 in attorneys' fees, $2,335,901.53 in expense reimbursements, and $217,585.38 in personal reimbursements (*see* Metcalf aff ¶¶ 60-62). For the *Namenda* Matter, although SM LLP recorded 9,115.7 hours of billable time through December 31, 2021, and Safirstein only recorded 965.9 hours of time post-dissolution, Safirstein informed Metcalf on May 17, 2023, that he would be allocating to SL 40% of the fees for the *Namenda* Matter, and the remaining 60% to SM LLP (Metcalf aff ¶¶ 63-65; NYSCEF # 65 – May 17, 2023 Ltr). Metcalf objected to this allocation as improper and demanded that all money for SM LLP be put into escrow (*see id.* ¶¶ 66-68). Safirstein nevertheless proceeded with his proposed allocation of fees, depositing $2,335,901.53 (representing SM LLP's reimbursement) into the IOLA Account in May 2023 and an additional $3,342,519.43 (representing 60% of attorneys' fees) into that same account in June 2023 (*id.* ¶ 69; NYSCEF # 66 – IOLA Account Statements).

Metcalf also affirms that, in addition to the aforementioned fee allocation, Safirstein also purportedly paid Feerick, who had become an employee of his new law firm, a total of $545,000 between January 2022 and December 2022 from SM LLP's funds (Metcalf aff ¶ 71). Then, in December 2023, Safirstein paid Feerick $1.7 million of the *Namenda* Matter fees from the SM LLP IOLA Account (*id.* ¶ 71). Metcalf notes that, at the time of this $1.7 million payment, Feerick had not been employed by SM LLP for nearly two years (*see id.* ¶ 71; NYSCEF # 67). Eventually,

on September 9, 2024, Metcalf requested that Safirstein distribute her 50% share of the remaining funds in the IOLA Account (Metcalf aff ¶ 72). Safirstein, however, denied this request on September 16, 2024, refusing to distribute any funds in the IOLA Account to Metcalf (*id.*).

Safirstein fiercely disputes the factual assertions in Metcalf's affirmation (NYSCEF # 89 – Safirstein aff). In his own affirmation, Safirstein first re-hashes his version of events that resulted in the dissolution of SM LLP and Metcalf's accounting claim (*id.* ¶¶ 3-26). With regard to the present application, Safirstein first explains that, as both SM LLP's managing partner and SL's principal, it was his obligation to divide fees from resolved cases where both firms have a fee interest (*id.* ¶ 27). Safirstein continues that he timely informed Metcalf of his proposed fee split in the *Namenda* Matter, and he expected constructive and timely feedback (*id.*). Instead, Metcalf refused to engage with him and demanded that all fees be tied-up pending this litigation (*id.*).

Safirstein then explains the basis for his proposed allocation of the $8,124,352.62 in *Namenda* fees between SL and SM LLP (*see* Safirstein aff ¶ 28). As Safirstein details, on May 17, 2023, his counsel wrote to Metcalf to advise her that, based on the proportional value of the firms' respective services, SM LLP should receive 60% of the fees, while SL should receive 40% of the fees (*id.* ¶ 29; NYSCEF # 98). Safirstein maintains that, while SL's purported "lodestar" (i.e., billables) was only 16.16% of the firms' combined lodestar for the *Namenda* matter, SL's added value was far greater than SM LLP's total contributions as a result of its intense trial preparation work and efforts to effectuate a settlement (Safirstein aff ¶ 29). Safirstein also avers that his allocation comported with decisional law (*see id.*).

As explained above, Metcalf immediately responded to this May 2023 correspondence by demanding that "ALL of the money [from *Namenda*] be put into escrow pending a joint agreement as [she] consider[s] ALL of the money to be in dispute" (NYSCEF # 65 E-Mail [emphasis in original]). In that same correspondence, Metcalf asserted that SL's substitution into the *Namenda* Matter was a "theft" because she had been excluded from working on the matter (*id.*). Safirstein posits, however, that his fiduciary duty to SM LLP (and Metcalf) "did not require [him]" to "accede" to Metcalf's "ravings," so, he affirms, he moved forward with distributing funds consistent with his proposed allocation (*see id.*). Eventually, on February 13, 2024, Metcalf filed the present action against SM LLP, Safirstein, and Feerick, and litigation (and corresponding motion practice) over the parties' dispute ensued (*see generally id.* ¶¶ 31-34).

Later, on October 3, 2024, Safirstein's counsel advised Metcalf of settlements in two other matters where SM LLP had a potential charging lien interest in fees (Safirstein aff ¶ 35; NYSCEF # 100). Safirstein's counsel indicated that SM LLP should receive no fees for one of the matters and 52% of fees for the second matter

by virtue of SM LLP and SL's respective degree of involvement in these matters (*see* Safirstein aff ¶ 35). Safirstein thereafter distributed the fees and expenses consistent with his letter, and Metcalf soon after objected, demanding that all fees be placed in SM LLP's escrow account (*id.* ¶ 35; NYSCEF # 101).

All in all, Safirstein fiercely denies Metcalf's allegations regarding his actions with respect to SM LLP's fee allocation and compensation decision, including Metcalf's contention that he is stealing from SM LLP, hiding fees, and improperly compensating Feerick (*see* Safirstein aff ¶¶ 37-40). And addressing Metcalf's contention that Safirstein paid Feerick after the *Namenda* Matter's funds were placed into the IOLA Account in June 2023, Safirstein asserts that these payments were legitimate payments owed to Feerick for her employment (*id.* ¶ 41).

Parties' Arguments

i. Plaintiff's Application

Metcalf seeks a mandatory injunction requiring Safirstein to immediately release to Metcalf 50% of the funds currently held in the IOLA Account (NYSCEF # 71). In support of her motion, Metcalf contends that she has established all three prongs of the preliminary injunction analysis (NYSCEF # 68 – MOL at 3).

Metcalf first addresses her likelihood of success on the merits (MOL at 3-6). On this point, Metcalf avers that Safirstein has admitted that he and Metcalf are 50/50 partners in SM LLP, that Metcalf is entitled to a post-dissolution accounting of SM LLP, and that Safirstein has not sent Metcalf all materials she has demanded, thereby rendering any accounting incomplete (*id.* at 4). Metcalf further maintains that simply providing access to books and records is not the same as an accounting, and that the information provided has been inadequate to assess the allocation of money between SM LLP and SL (*id.* at 5-6).

Turning to irreparable harm, Metcalf contends that a mandatory preliminary injunction is necessary to preserve the status quo and prevent dissipation of Metcalf's 50% share of funds in the IOLA Account (MOL at 7). Metcalf explains that even though Safirstein had initially placed funds from the *Namenda* Matter into the IOLA Account, Safirstein has continued to dissipate funds, including paying Feerick $1.7 million in December 2023 (*id.* at 7-8). Because of Safirstein's distributions, Metcalf continues, the funds in the IOLA Account, which she argues are identifiable proceeds, should be distributed in accordance with Safirstein's and Metcalf's respective interests in SM LLP (*id.* at 8). Failure to do so, Metcalf concludes, will irreparably harm Metcalf by allowing Safirstein an opportunity to continue to disburse funds, which will render them unrecoverable (*id.*).

Finally, addressing the balance of the equities, Metcalf reiterates that if the motion is denied, Metcalf will suffer irreparable harm because Safirstein will

continue to dissipate the *Namenda* Matter fees held the IOLA Account over her objection and squander identifiable proceeds that will be impossible to recover if she ultimately prevails (MOL at 9). Conversely, even with an injunction in place, Safirstein will continue to hold more than his fair share of SM LLP's funds received in connection with the *Namenda* Matter based on his prior distributions (which Metcalf disputes) (*id.* at 9-10).

ii. Defendant's Opposition

Safirstein opposes Metcalf's application, arguing that she fails to meet any of the elements necessary to obtain an injunction (NYSCEF # 150 – Opp at 1). Safirstein starts with Metcalf's irreparable harm contention, arguing that it is undisputed that Metcalf's lawsuit only seeks monetary damages (Opp at 9, citing NYSCEF # 62). Addressing Metcalf's contention that the IOLA Account's proceeds are identifiable, Safirstein argues that the total funds available to Metcalf is sharply disputed (*id.* at 10). Safirstein continues that, regardless, the funds in the IOLA Account are commingled fee and expense receipts for several SM LLP cases and are not being held in trust for specifically for Metcalf (*id.*).

Safirstein next turns to Metcalf's likelihood of success on the merits (Opp at 11-14). Safirstein maintains that Metcalf's contention that she has not received an adequate accounting is without merit (*id.* at 11). As Safirstein argues, Metcalf knows the cases where SM LLP has unrealized charging liens, knows all the SM LLP's bank transactions, and knows of the treatment of all fees received in cases where former SM LLP clients have settled and realized fees (*id.*).

Safirstein continues that, regardless of how the court views Metcalf's allegations, on this present application, she has failed to make a showing of her likelihood of success through "clear and convincing evidence" (*id.* at 12). For example, Safirstein explains that Metcalf's assertion that Safirstein improperly diverted SM LLP's cases following the firm's dissolution, Safirstein reiterates, is premised on a fundamental misunderstanding of applicable law related to post-dissolution treatment of client matters by a law firm (*id.*).

Addressing Metcalf's claim that Safirstein took unilateral control of SM LLP's accounts and made improper distributions, Safirstein contends that he has always had control of the accounts as SM LLP's managing partner, and there is no authority that compels him to relinquish that control (*id.*). In any event, Safirstein continues, Metcalf has refused to constructively engage with him on issues such as fee division (*id.* at 13). Then, turning to Metcalf's challenges to the payments made to Feerick, Safirstein contends that Metcalf's allegations are misplaced because Feerick has received payment in the same manner since 2016 (*id.* at 14).

Finally, on the issue of balance of the equities, Safirstein argues that Metcalf loses nothing of cognizable import if the preliminary injunction is denied (Opp at

15). By contrast, granting the preliminary injunction, Safirstein insists, would be inequitable and establish precedent that a law partner who abandons her law firm to its detriment can then cash out in advance of an adjudication on the substantial harm she caused (*id.*). And even if Metcalf's claims had merit, Safirstein concludes, she still would be fully compensated by a money award from an SM LLP's bank account holding SM LLP's fees and expenses (*id.*).

iii. Plaintiff's Reply

In reply, Metcalf characterizes Safirstein's opposition as a "blatant attempt to distract the court from" the narrow implicated by her application (*see* NYSCEF # 123 – Reply at 1-2). She then reiterates that she has established a likelihood of success on the merits based on Safirstein's concession that she is entitled to an accounting, as well as his purported admission that he is unilaterally determining how to allocate money between SM LLP and SL (*id.* at 4-5).

Metcalf continues by focusing on Safirstein's arguments regarding her purported irreparable harm. To start, Metcalf reiterates that the IOLA Account contains identifiable proceeds related to the *Namenda* Matter (Reply at 5-6). Specifically, Metcalf avers, Safirstein created the IOLA Account at Metcalf's urging based on her objections to his unilateral decisions regarding fund allocations and distributions (Reply at 6). She then indicates that, from the time the IOLA Account was opened through the filing of Metcalf's motion, nothing other than funds from the *Namenda* funds were distributed (*see* NYSCEF # 122 – Foley aff Ex. A). And, addressing Safirstein's representation that there are funds for other matters that are in the IOLA Account, Metcalf notes that these funds were only deposited after Metcalf filed her motion (Reply at 6 n.3).

Metcalf next maintains her position that Safirstein is dissipating assets in the IOLA Account, and this dissipation will put her at risk of being unable to recover money damages if she prevails on her claims (Reply at 7). Metcalf also cites the latest allocation and distribution of funds from the matters identified by Safirstein in his opposition as further proof that Safirstein is engaging in wrongdoing in connection with the IOLA Account (*id.* at 8). Finally, for her last point in reply, Metcalf reiterates her contention that the balance of equities tip in her favor (*id.* at 9).

Discussion

"It is well settled that the ordinary function of a preliminary injunction is not to determine the ultimate rights of the parties, but to maintain the status quo until there can be a full hearing on the merits" (*Spectrum Stamford, LLC v 400 Atl. Tit., LLC*, 162 AD3d 615, 616 [1st Dept 2018]). A preliminary injunction is a drastic remedy, which should not be granted unless the movant demonstrates a "clear right" to such relief (*City of New York v 330 Cont., LLC*, 60 AD3d 226, 234 [1st Dept

2009]). To be entitled to a preliminary injunction, a party must establish three elements: (1) a likelihood of success on the merits, (2) irreparable injury if the preliminary injunction is withheld, and (3) a balance of equities tipping in its favor (*1234 Broadway LLC v West Side SRO Law Project, Goddard Riverside Community Ctr.*, 86 AD3d 18, 23 [1st Dept 2011], citing *Doe v Axelrod*, 73 NY2d 748 [1988]). If any one of these three requirements is not met, the motion must be denied (*see Faberge Intl., Inc. v Di Pino*, 109 AD2d 235, 240 [1st Dept 1985]). Whether to grant a preliminary injunction is "committed to the sound discretion of the motion court" (*Harris v Patients Med., P.C.*, 169 AD3d 433, 434 [1st Dept 2019]).

Here, Metcalf has failed to establish a "clear right" to injunctive relief. As explained below, even assuming Metcalf had established a likelihood of success on the merits based on her affirmation's recitation of facts and its accompanying exhibits, she has failed to demonstrate that she would suffer irreparable harm in the absence of an injunction.

In general, to establish irreparable harm, a party seeking a preliminary injunction must demonstrate that "its potential damages are not compensable in money and capable of calculation" (*Credit Index, LLC v RiskWise Intl. LLC*, 282 AD2d 246, 247 [1st Dept 2001]). If a claim is compensable by money damages, a preliminary injunction is not appropriate (*see id.*; *Di Fabio v Omnipoint Communications, Inc.*, 66 AD3d 635, 637 [2d Dept 2009]). This is because, until a judgment is entered, a plaintiff "has no rights as against the property of the defendant" and thus "no legal right to interfere with the defendant in the use and sale of the same" (*Credit Agricole Indosuez v Rossiyskiy Kredit Bank*, 94 NY2d 541, 545-546 [2000]).

Metcalf concedes, as she must, that the injunctive relief she seeks is monetary in nature (*see* MOL at 8). Indeed, Metcalf's motion, if granted, would result in the "immediate release" of her purported 50% share of the *Namenda* Matter funds being held in the IOLA Account (*see* NYSCEF # 71). Metcalf nevertheless contends that an injunction is appropriate and warranted here because the at-issue funds fall within identifiable-proceeds exception to the above-referenced general rule (*see* MOL at 8-9).

New York courts have recognized that where the monies involved in an application for injunctive relief are identifiable proceeds, the moving party can establish irreparable harm (*see AQ Asset Mgt. LLC v Levine*, 111 AD3d 245, 259 [1st Dept 2013]). However, to constitute "identifiable proceeds," there must be a "specific, identifiable fund and an obligation to return or otherwise treat in a particular manner the specific fund in question" (*see Manufacturers Hanover Trust Co. v Chemical Bank*, 160 AD2d 113, 124 [1st Dept 1990]). In making this assessment, courts must distinguish between "funds that can be identified" and "identifiable funds that carry with them some requirement to be treated in a certain manner" (*See Seeking Valhalla Trust v Deane*, 2018 WL 3756885, at *4 [Sup Ct, NY

County, Aug. 8, 2018]). Moreover, where proceeds are "not the 'subject of the action,' and an injunction would be 'incidental to and purely for the purposes of enforcement of the primary relief sought here, a money judgment,'" courts will not invoke the "identifiable proceeds" exception (*see J.S.I.K. Intl. LLC v Schuster*, 225 AD3d 472, 473-474 [1st Dept 2024]).

Here, Metcalf maintains that the funds in the IOLA Account are readily identifiable proceeds constituting the remainder of the attorneys' fees and reimbursed expenses for the *Namenda* Matter that were deposited by Safirstein in 2023 (MOL at 9). Metcalf's contentions, however, are belied by three independent, yet equally dispositive, reasons.

First, although she appears to downplay its relevance in making her motion (*see* Reply at 2), there is plainly a sharp dispute regarding the funds to which SM LLP and SL, and consequently Metcalf, Safirstein, and possibly Feerick, are entitled from not only the *Namenda* Matter but also other pre- and post-dissolution litigation handled by SM LLP and SL. Metcalf's mandatory injunctive relief would therefore improperly disrupt, rather than maintain, the status quo pending litigation of various disputed issues going to the ultimate relief sought by Metcalf (*see Second on Second Café, Inc. v Hing Sing Trading, Inc.*, 66 AD3d 255, 264 [1st Dept 2009] ["a mandatory preliminary injunction (one mandating specific conduct), by which the movant would receive some form of the ultimate relief sought as a final judgment, is granted only in 'unusual' situations, 'where the granting of the relief is essential to maintain the status quo pending trial of the action'"]).

For instance, Metcalf has consistently maintained that the amount of funds initially deposited by Safirstein into the IOLA Account was improper because SM LLP is entitled to a far greater share of fees from the *Namenda* Matter (*see* MOL at 2; Metcalf aff ¶¶ 65-68). By contrast, Safirstein maintains the propriety of allocation and further affirms that he shared his proposed allocation of funds to Metcalf, and only proceeded with distributing funds in the absence of any comment from Metcalf (Safirstein aff ¶¶ 27-30, 37-38). Meanwhile, the parties fiercely dispute the amount of funds, if any, to which Feerick is entitled arising out of *Namenda*'s settlement (*compare* Metcalf aff ¶¶ 70-71, *and* Reply at 7, *with* Safirstein aff ¶¶ 39-41). All told, resolution of the parties' disputes will implicate both the amount of funds in the IOLA Account and the corresponding distribution. Hence, while there may be a sum certain that was deposited into the IOLA Account related to the *Namenda* Matter, the present record does not support a conclusion that Metcalf has a "clear right" to have the funds currently held in the IOLA Account be treated in the particular manner for which she advocates (*see, e.g., ALP, Inc. v Moskowitz*, 2021 WL 840013, at *7 [Sup Ct, NY County, Mar. 4, 2021] [concluding that funds were not "identifiable proceeds" where plaintiff failed to establish that any of the purportedly held funds were "supposed to be held" for plaintiff]; *Seeking Valhalla*, 2018 WL 3756885 at *3 [finding no irreparable harm where plaintiff could only establish that

proceeds from a sale were identifiable but not required to be treated in a certain manner for plaintiff's benefit]).

Second, and more critically, even if the funds from the *Namenda* Matter were identifiable, Metcalf has also failed to establish that they are the "subject of the action." To the contrary, the proper allocation of fees and reimbursements from the *Namenda* Matter is just one of several fee allocation disputes underlying Metcalf's accounting and breach of fiduciary duty causes of action (*see generally* NYSCEF # 2 – compl ¶¶ 94-115, 125, 132, 135; Metcalf aff ¶ 77; Safirstein aff ¶ 35; NYSCEF # 100). Consequently, the injunctive relief sought by Metcalf is purely incidental to the broader accounting dispute, and thus, if granted, it would do nothing more than serve as an early enforcement of the accounting and monetary relief being sought by Metcalf (*see J.S.I.K. Intl.*, 225 AD3d at 474; *cf. Pando v Fernandez*, 124 AD2d 495, 496 [1st Dept 1986] [enjoining defendant from exercising dominion of identifiable lottery proceeds where those lottery proceeds were the subject matter of plaintiff's breach of contract action]).

Finally, the fees and reimbursements from the *Namenda* Matter are apparently not the only funds deposited in the IOLA Account, and there is no indication that these funds have been segregated on a matter-by-matter basis or solely for Metcalf's benefit (*see* Safirstein aff ¶¶ 26, 35-36). Although its timing is disputed, such commingling nonetheless has real consequences as to the identifiability of proceeds because an IOLA account is typically an "unsegregated interest-bearing deposit account with a banking institution for the deposit by an attorney of qualified funds" (Judiciary Law § 497). Accordingly, in the absence of any indication that the IOLA Account is segregated, Metcalf's purported funds do not appear to be, at present, specifically identifiable (*cf. SH575 Holdings LLC v Reliable Abstract Co., L.L.C.*, 195 AD3d 429, 430 [1st Dept 2021] [affirming dismissal of conversion claim where plaintiff failed to identify specifically identifiable funds when such funds were comingled with monies in an IOLA account]).

To be sure, Metcalf claims that, when she made her application, the IOLA Account contained funds solely related to the *Namenda* matter, and it was only *after* she filed her motion that Safirstein deposited additional funds in the IOLA Account (Reply at 6 n.3; *see also* Foley aff Ex A). Yet, as Safirstein had noted in his opposition, these recently deposited funds are also both disputed and at-issue in this litigation (*see* Safirstein aff ¶¶ 37-38; *see also* compl ¶ 95). At any rate, Metcalf largely fails to address how, if at all, this recent deposit of additional at-issue funds obviates the conclusion that the funds in the IOLA Account are presently commingled, unsegregated, and thus not readily identifiable. Put succinctly, the court cannot conclude on such a disputed record that Metcalf has met her burden of establishing that the funds in the IOLA Account are, in fact, "identifiable" or that the injunctive relief sought by Metcalf would not otherwise disrupt the status quo.

In sum, for each of the aforementioned reasons, Metcalf has failed to establish irreparable harm insofar as her claimed losses can be fully redressed through monetary damages. The court therefore denies Metcalf's application for a mandatory preliminary injunction.

Conclusion

For the foregoing reasons, it is hereby

ORDERED that plaintiff Elizabeth Metcalf's motion, by order to show cause, for a mandatory preliminary injunction is denied; and it is further

ORDERED that counsel for defendants shall serve a copy of this decision and order, along with notice of entry, on plaintiff within ten days of this filing

This constitutes the Decision and Order of the court.

12/11/2024
DATE

MARGARET A. CHAN, J.S.C.

CHECK ONE:		CASE DISPOSED		X	NON-FINAL DISPOSITION		
		GRANTED	X DENIED		GRANTED IN PART		OTHER
APPLICATION:		SETTLE ORDER			SUBMIT ORDER		
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN			FIDUCIARY APPOINTMENT		REFERENCE