



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

_____)	
LAWRENCE COHEN and JAY ROSENBAUM,)	
)	
Plaintiffs,)	
)	C.A. No.:
v.)	
)	
WALTER G.D. REED and)	
EDWARDS WILDMAN PALMER LLP, a)	
Delaware Limited Liability Partnership,)	
)	
Defendants.)	
_____)	

VERIFIED COMPLAINT FOR EQUITABLE RELIEF

Plaintiffs Lawrence B. Cohen and Jay D. Rosenbaum (“Plaintiffs”), through their undersigned attorneys, hereby make the following allegations in support of their Complaint against their former law firm and its Managing Partner:

PARTIES

1. Plaintiff Lawrence B. Cohen is an individual residing in Massachusetts.
2. Plaintiff Jay D. Rosenbaum is an individual residing in Massachusetts.
3. Defendant Edwards Wildman Palmer LLP is a Delaware limited liability partnership with a principal place of business located at 111 Huntington Avenue, Boston, MA.
4. Defendant Walter G.D. Reed is the Managing Partner of Edwards Wildman Palmer LLP, and an individual residing in Rhode Island.

JURISDICTION

5. This Court has subject matter jurisdiction under 10 Del. C. § 341, which gives the Court of Chancery jurisdiction “to hear and determine all matters and causes in equity”, and 6 Del. C. § 15-122, which gives the Court of Chancery jurisdiction over “[a]ny action to interpret,

apply or enforce . . . the duties, obligations or liabilities of [a limited liability] partnership to the partners of the [limited liability] partnership, or the duties, obligations or liabilities among partners.”

6. This Court has general personal jurisdiction under 6 Del. C. § 2708(b), which grants the courts of Delaware jurisdiction over actions related to or arising out of an agreement, such as the Partnership Agreement governing Edwards Wildman Palmer LLP, in which the parties have specified that Delaware law governs. This Court has personal jurisdiction over Defendant Edwards under 6 Del. C. § 15-112, which provides: “Service of legal process upon any partnership which has filed a statement of partnership existence, a statement of qualification or a statement of foreign qualification shall be made by delivering a copy personally to ... the registered agent of the partnership in the State of Delaware.” This Court has personal jurisdiction over Defendant Reed under 6 Del. C. § 15-114, which provides: “[a] partner ... of a [limited liability] partnership which is formed under the laws of the State of Delaware ... may be served with process ... in all civil actions or proceedings brought in the State of Delaware involving or relating to the business of the [limited liability] partnership or a violation by the partner ... of a duty to ... any partner of the [limited liability] partnership.”

BACKGROUND

7. Defendant Edwards Wildman Palmer LLP (“Edwards”) was formerly Edwards Angell Palmer & Dodge LLP, a Delaware limited liability partnership. On or about October 1, 2011, Edwards Angell Palmer & Dodge LLP merged with Wildman, Harrold, Allen & Dixon LLP, and the partnership was renamed Edwards Wildman Palmer LLP. A 2011 Amended and Restated Partnership Agreement, effective October 1, 2011, superseded the partnership

agreement of Edwards Angell Palmer & Dodge LLP. At all relevant times, Edwards had over 500 attorneys.

8. Plaintiffs Cohen and Rosenbaum are both attorneys admitted to practice law in Massachusetts, and Rosenbaum is also admitted to practice in New York.

9. From in or about July of 1986 until November 7, 2011, Cohen was an attorney in the Private Client Department of Edwards (formerly known as Palmer & Dodge LLP), providing legal services to clients in the areas of trust management, estate planning and estate administration. Cohen became a partner in Edwards in or about January of 1991.

10. In or about December of 1996, Rosenbaum joined Palmer & Dodge LLP. Rosenbaum was a partner in the Private Client Department of Edwards from on or about January 1, 2005 until November 7, 2011, providing legal services to clients in the areas of trust management, estate planning and estate administration.

11. While partners at Edwards, Cohen and Rosenbaum brought a significant number of clients, and substantial profits, to Edwards.

12. Upon information and belief, Cohen's billings were amongst the top ten highest of all Edwards partners, at all times relevant to this complaint.

13. Rosenbaum's client and practice base at Edwards was inextricably related to Cohen's clients and practice base.

14. Cohen's wife, Laurie Hall, is also an attorney and partner at Edwards. At all times relevant to this complaint, Laurie Hall has also been a partner in the Private Client Department of Edwards. Since in or about 2000, Hall has been chairperson of the Private Client Department of Edwards and, since in or about 2009, a member of Edwards' Operating Committee.

15. At all times relevant to this complaint, Walter G.D. Reed has been the Managing Partner of Edwards.

16. The Partnership Agreement gives Reed “full power, authority and responsibility for the overall management and administration of the Firm.” As the Managing Partner of Edwards, Reed, at all relevant times, had powers to act on behalf of Edwards, which included the power to appoint chairpersons of departments or practice groups of Edwards. These powers include the ability to unilaterally appoint partners-in-charge for the several offices of Edwards, and to appoint members of Edwards’ standing committees, including the Operating Committee, the Strategic Planning Committee, and the ad hoc committees which the Managing Partner may create from time to time.

17. Upon information and belief, in or about 2009, Hall and Reed began an adulterous relationship with each other.

18. Upon information and belief, Reed made decisions as Edwards’ Managing Partner which showed favoritism to Reed’s paramour, Hall, to the detriment of Cohen, to advance his romance with Hall.

19. In 2009, Reed appointed Hall to the Operating Committee, the firm’s executive management committee.

20. In or about the spring of 2009, Hall accompanied Reed on a week long training session at Harvard Business School.

21. In the fall of 2009, Edwards held a weekend, “leadership” retreat for selected partners. The selection of partners to attend the weekend retreat was discretionary to Reed, but was based substantially on the seniority of the partners and the revenue each partner brought to

the firm. Hall, as chair of the Private Client Department, also had the authority to make recommendations as to which partners from the Department would attend the retreat.

22. Selection for attendance at the partners retreat was both professionally and financially important for Edwards partners. Attendance at the retreat provided increased opportunities for partners to advance in the firm, to become involved in management of the firm, and to obtain internal referrals from partners in other departments. As in any law firm, internal referrals of work would lead to additional billings and compensation for a partner.

23. Based upon Cohen's seniority, his billings, as well as his other contributions to the firm, Cohen was more qualified to attend the partner retreat than many of the partners who were selected.

24. Cohen requested that Hall recommend his attendance at the partnership retreat, which request Hall denied.

25. Upon information and belief, Reed did not select Cohen for attendance at the retreat because of Reed's affair with Hall, and at the request of Hall. Reed thus excluded Cohen from the retreat, an important partner function, for his own personal and romantic interests instead of acting in the best interests of the partnership or his partners.

26. Cohen also requested placement on the Strategic Planning Committee and the Pension Investment Committee, and well as other management positions within Edwards. Based upon Cohen's seniority, his high billings compared to most Edwards partners, and his other contributions to Edwards, Cohen was highly qualified for appointment to these positions. Cohen had served on the Professional Development and Marketing Committees of Palmer & Dodge, LLP (prior to the merger and renaming of the firm as Edwards Angell Palmer & Dodge LLP), and is a well-respected member of the trusts and estates bar. Cohen is a fellow of the American

College of Trust and Estate Counsel, a national organization of lawyers elected for substantial contributions to the field through writing, teaching, and bar leadership, was ranked as a Five Star Professional Wealth Manager in the areas of Estate Planning, Investments, and Trust Services in 2010 and 2011, and has been consistently recognized as a Massachusetts Super Lawyer every year for 2005-2011.

27. Hall refused to recommend Cohen to any of the committees or management positions for which he sought appointment, and Reed refused to appoint Cohen to any of the Edwards committees. Upon information and belief, Reed refused to appoint Cohen to any committees because of Reed's affair with Hall, and in order to ensure that Cohen did not advance in Edwards or "eclipse" Hall's advancement in the firm. Reed thus excluded Cohen from management opportunities in order to advance his own personal interests and those of Hall, Reed's paramour, instead of acting in the best interests of the partnership or his partners.

28. In 2010, Hall and Reed began to spend increasing time in the office alone and behind closed doors. In June of 2010, Reed took Hall to Cleveland to negotiate a potential merger, notwithstanding Hall's lack of experience in negotiating mergers or managing corporate deals.

29. In 2010, Cohen began to hear rumors circulating in the Edwards offices about Reed and Hall's affair. For instance, in or about September of 2010, another partner at Edwards told Cohen that he believed Hall and Reed had a relationship with each other, that Hall's relationship with Reed had enabled Hall to block other partners in the Private Client Department from firm management, and that Hall was not appropriately managing the Department. In or about October of 2010, another partner told Cohen that Reed was in love with Hall, and that Cohen should "watch out."

30. In September of 2010, all senior partners, except for Cohen, were invited on a firm leadership retreat. Both Hall and Reed attended the retreat. Upon information and belief, Reed did not invite Cohen because of Reed's affair with Hall, Cohen's wife. Reed thus excluded Cohen in order to advance his own personal and romantic interests and those of Hall, instead of acting in the best interests of the partnership or his partners.

31. In November of 2010, Cohen told Hall he would meet with Reed personally to determine why Reed had neither invited Cohen to any of the partner retreats, nor appointed Cohen to any firm committee. Over Hall's objections, Cohen met with Reed to ask why he had not been invited to the firm retreats. Reed provided no explanation and claimed not to know. However, Reed, as Managing Partner, had the power to determine which partners in Edwards would be included in such important partner meetings.

32. During the November 2010 meeting with Reed, Cohen also asked that Reed appoint him to the Pension Investment Committee and to the Strategic Planning Committee. Reed never appointed Cohen to any firm committee, notwithstanding Cohen's seniority, high billings, and other contributions to Edwards. Cohen was never given any explanation by Reed or Edwards as to why he had not been appointed.

33. Reed acted with the authority of and on behalf of Edwards in denying Cohen an appointment to any of Edwards' committees, denying him inclusion in partner retreats or meetings, and otherwise excluding him from firm matters in which Cohen, as a senior partner, should have been included. In so acting, Reed was carrying on the partnership's business, purposes or activities.

34. Appointment to a committee or other management position within Edwards would have increased Cohen's compensation. As in any law firm, appointment to a firm committee is

important for a partner's advancement in the firm and involvement in firm management.

Further, appointment to firm committees creates increased opportunities for internal referrals of work, with a likely increase in compensation.

35. In or about December of 2010, Hall informed Cohen that she believed their marriage was over, and that she was "emotionally attached" to Reed.

36. In January of 2011, Edwards set the compensation for its partners. Hall received a raise of approximately \$250,000, even though there had been no significant increase in her billings. The raise Hall received did not correspond to any increase in billings or to any new clients brought into the firm by Hall. During this time, Cohen's billings increased by approximately \$400,000, but his compensation increased only by about \$200,000. Upon information and belief, Hall was so compensated because of her relationship with Reed, and thus based on personal interests, instead of Edwards determining Hall's compensation based on the best interests of the partnership or the partners.

37. In or about August of 2011, Edwards began negotiating the merger with Wildman, Harrold, Allen & Dixon LLP. Notwithstanding Hall's lack of experience in negotiating mergers or other relevant experience, Reed included Hall in the negotiations and allowed her to take on a significant role in the merger. Notwithstanding his seniority within the firm, and his position as a partner in Edwards, Cohen was never consulted on the merger. Upon information and belief, Reed included Hall and excluded Cohen with respect to the merger negotiations in order to advance his own personal and romantic interests and those of Hall, instead of acting in the best interests of the partnership.

38. On or about September 12, 2011, Cohen moved out of the home he shared with Hall. In or about October of 2011, Hall asked Cohen if he had consulted a divorce lawyer, to which Cohen responded that he had done so.

39. In or about October 2011, soon after confirming to Hall that he had consulted a divorce lawyer, Cohen was approached by Jeffrey Swope, another partner at Edwards who serves as Counsel to the firm.

40. During the October 2011 meeting, Swope stated that he had met with both Reed and Hall to discuss Hall's anticipated divorce from Cohen. Swope asked Cohen about the trust management clients for whom both Cohen and Hall served as co-trustees. He wanted to discuss with Cohen a plan to "divide up" the clients between Cohen and Hall. Acting on behalf of Edwards, Swope proposed that, rather than both Cohen and Hall being listed as trustees, and as the billing partner for all of these clients, some of these clients would be listed as Cohen's clients alone, and the others listed as Hall's. Cohen was to resign as trustee from the clients allocated to Hall. Cohen's understanding from this conversation was that he was to resign as trustee from the listed clients, and that Cohen would have little choice in dividing his clients with Hall if he remained at Edwards.

41. Cohen had brought to Edwards, and had originated the relationship with most or all of the clients for which Cohen and Hall were co-trustees and jointly listed as billing partners. Even though Hall served as co-trustee and had provided services to these clients, Cohen had initiated the relationship with the clients, was responsible for bringing them to the firm, and was responsible for a significant portion of the work done on these clients' cases.

42. The timing of Swope's proposal would shift credit for billings from Cohen to Hall prior to the end of 2011. According to the terms of the Partnership Agreement, if Cohen did not

agree, or withdrew from Edwards, he would forgo any distribution of profits. Swope indicated to Cohen that an allocation would be made in any event. The only part of his proposal open to discussion was the percentage of the clients allocated to Hall, or the specific clients allocated to Hall. Either way, Cohen's billings would decrease, Hall's billings would increase, and compensation would shift commensurately.

43. If Cohen wished to maintain his client relationships and his billings, his only alternative was to leave Edwards.

44. Pursuant to the Edwards Partnership Agreement, a withdrawing partner is only entitled to the draw taken by such partner to the date of withdrawal. The partner is not entitled to any distribution of net profits.

45. Cohen had received less than \$300,000 as of his date of withdrawal. If Cohen's compensation for fiscal year 2011 was consistent with his compensation for fiscal year 2010, Cohen would receive over \$1,000,000 by way of a distribution of profits.

46. By forcing Cohen to leave Edwards in November of 2011, Edwards wrongfully prevented Cohen from receiving his rightful compensation.

47. Compensation for Edwards partners is substantially based on the amounts paid by the clients for whom the partner is listed as the billing partner. Thus, "dividing" the clients between Cohen and Hall would decrease Cohen's compensation significantly, and diminish Cohen's practice significantly. Swope, acting with the apparent authority of Edwards and on behalf of Edwards, essentially indicated that, effective prior to the end of 2011, Cohen would have to allow Hall to take sole credit for the revenue brought in from many of Cohen's clients.

48. The favoritism shown to Cohen's wife by Reed in the course of Reed's management of Edwards and in conducting partnership business, in conjunction with Cohen's

being denied an appointment to any committee in the firm, Cohen's exclusion from important partner retreats, meetings and discussions, Edwards' request that Cohen agree to "divide" his clients with Hall, and the humiliation of the rumors circulating in the Edwards offices about the illicit affair between Reed and Cohen's wife, created an intolerable working environment for Cohen.

49. Cohen was left with no reasonable option but to resign from Edwards and practice law elsewhere. Had he remained with Edwards, Edwards would have required him to hand over to Hall many of his clients, resulting in a significant, and unjust, decrease in Cohen's practice and compensation.

50. Rosenbaum was also denied advancement within the Private Client Department of Edwards, notwithstanding his experience and contributions to the firm. Rosenbaum was named a "Super Lawyer" in the area of estate planning/trusts by Thomson Reuters in 2011, and has been listed in the Trusts and Estates section of the Best Lawyers in America since 2008. Rosenbaum is also a fellow of the American College of Trust and Estate Counsel, has served as co-chairperson of the Boston Bar Association Trust and Estates Section, serves on the Estate Planning Curriculum Committee for Massachusetts Continuing Legal Education, and has served as a visiting faculty member at Harvard Law School. Rosenbaum had also served on Edwards' Pension Investment Committee. In or about spring of 2011, Rosenbaum had completed an internal Edwards leadership training program, and, in the course of that training program, had obtained excellent reviews.

51. Notwithstanding Rosenbaum's experience, longevity with the firm, and training to participate in firm management, and notwithstanding the fact that Rosenbaum was one of only four equity partners in the Private Client Department's Boston office in the fall of 2011,

Rosenbaum was effectively shut out of all discussions concerning possible changes in the department in light of Cohen and Hall's anticipated divorce. While Swope, Reed and Hall discussed proposed changes to the department amongst themselves, and Swope addressed the matter with Cohen during the October 2011 meeting, Reed, Hall and Swope excluded Rosenbaum from all such discussions.

52. Rosenbaum later learned that, during the October 2011 meeting with Cohen, Swope stated that Rosenbaum would not be considered to chair the Private Client Department.

53. In the fall of 2011, Rosenbaum was neither informed nor consulted about anticipated changes in the Private Client Department, the management of the department, or potential impacts on firm business or on Rosenbaum's practice. Upon information and belief, Rosenbaum was the only partner in the firm's Private Client Department who was not informed or consulted about such matters, and who was excluded from all such discussions. Upon information and belief, Reed, Hall and Swope viewed Rosenbaum as being allied with Cohen, and isolated Rosenbaum as a result. Upon information and belief, the decision to exclude Rosenbaum from discussions about the Private Client Department in the fall of 2011 was based upon Reed's personal romantic interests and efforts to display favoritism to Hall, rather than the best interests of Edwards or Reed's other partners.

54. Because Rosenbaum's client and practice base was inextricably linked to Cohen's, and because Edwards had effectively shut Rosenbaum out of discussions about the Private Client Department, Rosenbaum was also left with no reasonable choice but to resign and join a new firm with Cohen.

55. Rosenbaum had received approximately \$200,967 as of his date of withdrawal. If Rosenbaum's compensation for fiscal year 2011 was consistent with his compensation for fiscal

year 2010, Rosenbaum would receive over \$500,000 by way of a distribution of profits. By forcing Rosenbaum to leave Edwards in November of 2011, Edwards wrongfully prevented Rosenbaum from receiving his rightful compensation.

56. On November 7, 2011, Cohen and Rosenbaum resigned as partners of Edwards.

57. At all relevant times, Cohen and Rosenbaum acted in accordance with the Partnership Agreement and in accordance with their fiduciary duties to Edwards.

58. Upon information and belief, in or about November of 2011, and after the resignation of Cohen and Rosenbaum from Edwards, Reed and Hall announced at a meeting of the remaining Edwards partners that they were engaged in a romantic relationship with each other and both were divorcing their spouses.

59. Edwards is aware of the circumstances which forced Plaintiffs' resignation from the firm.

60. Edwards has responded to Plaintiffs' resignation from Edwards by applying certain provisions of the Partnership Agreement against Plaintiffs. According to Edwards, these provisions preclude Plaintiffs from immediately recovering the capital accounts they held as partners at Edwards, or from receiving full payment of the percentage of the "Distributable Net," or distribution of firm profits for 2011, that would otherwise be payable to Plaintiffs as Edwards partners.

61. Pursuant to Section 3.7 of the Partnership Agreement, partners who resign from Edwards are entitled to payment from the Distributable Net for the year of withdrawal when so determined by the Managing Partner and Operating Committee. Given the misconduct of Edwards' Managing Partner toward Cohen, and the fact that remaining with Edwards would have resulted in Edwards assigning a substantial portion of Cohen's clients to Hall (with a

corresponding and significant decrease in Cohen's practice and compensation), Cohen could not wait until 2012 to withdraw from Edwards.

62. On average over the three years prior to 2011, Cohen's share of the firm's Distributable Net, or his share of the distribution of firm profits, equaled approximately 25% of his gross billings. On average over the three years prior to 2011, Rosenbaum's share of the distribution of profits equaled approximately 30% of his gross billings.

63. Edwards thus forced Plaintiffs' resignation from Edwards before the end of 2011, and then applied Section 3.7 of the Partnership Agreement to refuse to determine that Plaintiffs were entitled to payment of their distribution of firm profits for 2011, even though Plaintiffs were partners at Edwards and contributing to the firm's profits for all but the last two months of 2011.

64. Pursuant to Section 14.2 of the Partnership Agreement, the Managing Partner and the Operating Committee are authorized to accelerate payments of a withdrawn partner "in their sole discretion." Given the misconduct of Edwards' Managing Partner which forced Plaintiffs' resignation from Edwards, and the fact that remaining with Edwards would have resulted in Edwards assigning a substantial portion of Cohen's clients to Hall (with a corresponding and significant decrease in Cohen's practice and compensation), Edwards acted in bad faith by refusing to agree to acceleration of the payment of their capital accounts.

65. Had they not been compelled to resign, Cohen and Rosenbaum also would have received fees for the trusts for whom they serve as trustees, which fees were accrued in 2011 but are collected and billed on a six-month basis by Edwards. Cohen is entitled to approximately 25% of the trustee fees accrued and collected for 2011. Rosenbaum is entitled to approximately 30% of the trustee fees accrued and collected for 2011.

CAUSES OF ACTION

COUNT I Breach of Fiduciary Duty (Reed)

66. Plaintiffs repeat and re-allege paragraphs 1-65 of this Complaint as if fully stated herein.

67. The Managing Partner of Edwards owed a fiduciary duty of the utmost loyalty and care to Plaintiffs.

68. In his actions as Managing Partner, Reed breached his fiduciary duty of loyalty and care to his partners by engaging in grossly negligent and reckless conduct, as well as intentional misconduct, in order to advance his personal and romantic interests and those of his paramour, Laurie Hall.

69. Reed engaged in an adulterous relationship with the wife of one of his law partners at Edwards, and used his position as Managing Partner of Edwards to show favoritism to his paramour, to advance her within the firm, and to make firm management decisions based upon her requests, rather than the best interests of the law firm and all of his partners. Reed's actions were to the professional and financial detriment of his law firm, including partners Cohen and Rosenbaum. Reed advanced his personal romantic interests instead of fulfilling his fiduciary duties. Reed used his position as Managing Partner to unfairly favor and advance Hall over partners, including Cohen, with greater seniority and billings.

70. Reed's misconduct toward Cohen, including his adulterous affair with Cohen's wife, his attempt to reallocate Cohen's clients to his paramour, and shutting Cohen out of important partner meetings and discussions, created an intolerable working environment for Cohen and forced Cohen to resign.

71. Reed's misconduct also adversely affected other partners in the Private Client Department. For instance, Rosenbaum was denied the opportunity to move into management. Further, Rosenbaum's client and practice base was inextricably related to Cohen's, and thus Reed's treatment of Cohen also adversely affected Rosenbaum.

72. Reed's reckless and intentional misconduct in the management of Edwards, and of the Private Client Department in particular, to advance his personal romantic escapades, was a breach of fiduciary duty to not only Cohen but to Rosenbaum.

73. Reed's breach of fiduciary duty to Plaintiffs has caused Plaintiffs injury, and Plaintiffs are entitled to relief.

COUNT II
Breach of Fiduciary Duty
(Edwards Wildman Palmer LLP)

74. Plaintiffs repeat and re-allege paragraphs 1-73 of this Complaint as if fully stated herein.

75. Plaintiffs were owed fiduciary duties of loyalty and care by their fellow partners at Edwards, including Reed. Reed breached his fiduciary duties to Plaintiffs.

76. Reed acted on behalf of and with the authority of Edwards, and his negligent, reckless, and intentional conduct was performed in connection with his role as Managing Partner of Edwards, in which role he had the "full power, authority and responsibility for the overall management and administration" of Edwards. Thus, because Reed breached his fiduciary duty while acting in his role as Managing Partner of Edwards, in the course of acting on behalf of Edwards, and Reed proximately caused injury to Plaintiffs while acting in that role, Edwards is liable for Reed's breach of fiduciary duty to Plaintiffs.

77. Acting on behalf of and with the authority of Edwards, and at the instruction of Reed, Swope exerted pressure on Cohen to agree to a significant decrease in his practice and client base, and to allow Hall to be the sole billing partner assigned to many of Cohen's clients.

78. Partners acting on behalf of and with the authority of Edwards, including Reed, isolated Rosenbaum, unfairly excluded Rosenbaum from participating in management within the firm, and excluded Rosenbaum from discussions about the Private Client Department in the Fall of 2011.

79. Reed, acting on behalf of and with the authority of Edwards, thus breached his fiduciary duties toward Plaintiffs and forced Plaintiffs to resign.

80. Edwards is liable for Reed's breach of his fiduciary duties toward Plaintiffs.

81. Such breaches of fiduciary duty to Plaintiffs have caused Plaintiffs injury, and Plaintiffs are entitled to relief.

COUNT III
Constructive Discharge
(Edwards Wildman Palmer LLP)

82. Plaintiffs repeat and re-allege paragraphs 1-81 of this Complaint as if fully stated herein.

83. Reed, the Managing Partner at Edwards, engaged in an adulterous relationship with Cohen's wife, and used his position as Managing Partner to show favoritism to Cohen's wife, to advance her within the firm, and to make firm management decisions based on her requests, rather than the best interests of the law firm and all of his partners. The Managing Partner used his position to Cohen's detriment, including by unfairly excluding Cohen from important partner discussions and management opportunities. Finally, in the Fall of 2011, Edwards exerted pressure on Cohen to agree to a significant decrease in his practice and client

base, and to allow Hall – Cohen’s wife and the Managing Partner’s paramour – to be the sole billing partner assigned to many of Cohen’s clients.

84. Under the circumstances, the working conditions Cohen was subjected to at Edwards were so difficult and unpleasant that a reasonable person in Cohen’s position would have felt compelled to resign.

85. Even though he was only one of a small number of partners in the Private Client Department at Edwards, Rosenbaum was unfairly precluded from participating in the management of the department and, as of the fall of 2011, excluded from discussions concerning the department. Upon information and belief, Rosenbaum was the only partner in the Private Client Department excluded from these discussions. Upon information and belief, Rosenbaum was so excluded because Reed believed Rosenbaum was allied with Cohen, and because of Reed’s desire to favor his paramour, Hall, at the expense of Cohen. Further, Rosenbaum’s practice and client base significantly overlapped with Cohen’s practice and client base, and Rosenbaum had no reasonable choice but to leave Edwards.

86. Under the circumstances, the working conditions Rosenbaum was subjected to at Edwards were so difficult and unpleasant that a reasonable person in Rosenbaum’s position would have felt compelled to resign.

87. Defendants’ actions compelled Plaintiffs’ resignation from Edwards, and Plaintiffs suffered injury as a result of their compelled resignation.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Honorable Court:

A. Enter judgment, together with pre- and post-judgment interest, in favor of Plaintiffs and against the Defendant on all claims in this Complaint, and award Plaintiffs: (1) the

division of firm profits they would have received for 2011 had they not been forced to leave Edwards prior to the end of 2011, equal to 25% of Cohen's gross billings in 2011 and 30% of Rosenbaum's gross billings in 2011; (2) the full amount in Plaintiffs' respective capital accounts; (3) 25% of the trustee fees accrued and collected for 2011 for the trusts for which Cohen serves as trustee; and (4) 30% of the trustee fees accrued and collected for 2011 for the trusts for which Rosenbaum serves as trustee; or

B. Alternatively, given the breaches of fiduciary duty and personal conflicts of Edwards' Managing Partner, (1) appoint a Special Master in place of Reed to perform the role of the Managing Partner in determining the distribution of profits and trustee fees due to Plaintiffs for 2011 and to exercise discretion with respect to acceleration of payment of the Plaintiffs' respective capital accounts, or (2) order that Edwards appoint a neutral and qualified person other than Reed to perform the role of the Managing Partner in determining the distribution of profits and trustee fees due to Plaintiffs for 2011 and to exercise discretion with respect to acceleration of payment of the Plaintiffs' respective capital accounts; and

C. Grant such other, further and different relief as the Court may deem just and proper.

Respectfully submitted,

By: /s/ Francis G.X. Pileggi
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