

Parsoff v Dehan

2012 NY Slip Op 30559(U)

March 1, 2012

Supreme Court, Suffolk County

Docket Number: 36132-2011

Judge: Emily Pines

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**SUPREME COURT - STATE OF NEW YORK
COMMERCIAL DIVISION, PART 46, SUFFOLK COUNTY**

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Present: HON. EMILY PINES
J. S. C.

Original Motion Date: 12-06-2011
Motion Submit Date: 12-13-2011
Motion Sequence No.: 001 MOTD

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 NON FINAL

_____ X
**NEIL M. PARSOFF, NEIL M. PARSOFF &
ASSOCIATES, P.C., DONALD SPANTON and
SPANTON & PARSOFF, LLC,**

Attorney for Plaintiffs
Harold M. Hershman, Esq.
425 Broad Hollow Road Suite 203
Melville, New York 11747

Plaintiffs,

Attorney for Defendant Dehan
Law Offices of Matthew B. Kogan, PC
445 Broadhollow Road
Melville, New York 11747

-against-

**AUDRA E. DEHAN and CABLEVISION
SYSTEMS CORPORATION,**

Defendants.

_____ X

In this dispute over telephone numbers, utilized by several law practices over a period of years, the Plaintiffs move, by Order to Show Cause (motion sequence # 001) for an Order granting them Preliminary Injunctive Relief. Specifically, Plaintiffs seek an Order enjoining the Defendants and their assignees from disturbing, transferring, canceling and/or re-assigning Plaintiffs' exclusive use of four telephone numbers and a fifth number utilized for faxing purposes. Defendant, Audra Dehan ("Dehan") opposes the motion both based on her view that she and not the Defendants is the proper account owner of the subject telephone lines and because she states that she

has and intends to continue to protect the Plaintiffs via use of a recorded message providing contact and forwarding information for the two named defendants so that all respective clients will have access to the three different law firms with which Plaintiffs and Defendant Dehan are now engaged. Defendant Cablevision has submitted papers setting forth that as a stakeholder it has no position on the dispute as to ownership of the telephone numbers in question.

According to Plaintiff, Neil Parsoff, his former law partner, co-plaintiff Donald Spanton established an account with Verizon in 1991 in which the original law firm, specializing in the areas of Wills, Estates & Trusts, was assigned the subject telephone numbers. In 2002, the law firm of Spanton & Parsoff, still assigned the same telephone numbers, hired Defendant, Audra Dehan, as an associate attorney. In 2007, the law firm of Stanton & Parsoff dissolved, forming two new law firms. Parsoff formed NMP PC and Spanton and Dehan formed Spanton & Dehan, LLP. Both firms retained their law offices at the same location, and both continued to utilize the same telephone numbers, which were important for both their clients and the families of clients for assistance in probating wills. As both firms were remaining in the same space, Spanton and Parsoff formed Spanton & Parsoff, LLC for the purpose of assuming the obligations of a sub-landlord at suite 203 of 425 Broad Hollow Rd in Melville NY. The purpose of the LLC was to continue to operate and maintain the common space and common equipment including internet service provided by Cablevision as well as the telephone and fax numbers provided by Verizon. They utilized telephone menus as well as a receptionist to direct calls coming into the office space.

In 2009, according to Parsoff, NMP PC and Spanton & Dehan decided to transfer their telephone service from Verizon to Cablevision and assigned Dehan to take the required steps to effectuate the change, which would allow them all to keep the same telephone and fax numbers. However, Parsoff avers that Dehan created a new account

with Cablevision, unbeknownst to Parsoff or her partner, at the time, Stanton, in which the account would be solely under Dehan's direction and control. Funding for the telephone service was drawn on the bank account of Spanton & Parsoff, LLC which itself was funded by joint contributions from NMP PC and Spanton & Dehan. In August, 2011, Dehan announced that she was withdrawing from the law firm of Spanton & Dehan LLP and moving to another Melville location, She then directed Cablevision to remove and terminate the existing telephone service to plaintiffs' suite and to relocate the numbers to herself at her home in Commack, New York.

Plaintiffs assert that they have been utilizing these telephone and fax numbers for 20 years, that they are necessary for them to have proper contact with their clients, and that they will suffer irreparable harm if Defendant is permitted to continue to relocate those numbers to her new location.

In opposition to the motion, Defendant asserts that Parsoff has never had any ownership interest in the telephone lines; but, rather, was afforded them as a courtesy by other entities for which Parsoff paid a fee. From the time she joined Spanton & Parsoff in 2001 until 2009, Dehan states that Verizon's contract was with Spanton, not Parsoff. When telephone service for the office was transferred to Cablevision in 2009, the service was provided via a contract with Spanton & Dehan, controlled by Dehan, and again not with Parsoff. In July, 2011 when Dehan decided to relocate her law office, all three parties agreed that the telephone lines would be transferred to a third party provider named ACG Tele.com and that those callers dialing the main number would obtain forwarding information to be directed to the separate businesses. Yet, despite the agreement, according to Dehan, Parsoff or Spanton deleted Dehan's mailbox and her clients were unable to contact her. After Dehan restored the port so she could obtain service, Parsoff and Spanton called Cablevision and again terminated Dehan's port despite the fact that Dehan was still the account holder. At that point, Parsoff added his

name as an account holder. During the periods that she was cut off, Dehan states she suffered business losses as her clients were unable to reach her. Finally, on September 13, 2011, all the telephone lines were restored with Dehan as the account holder. She recorded a message providing contact numbers for herself, Parsoff and Stanton. Since that point, Parsoff and Stanton, have refused to pay for their continuing access to the lines. Accordingly, Dehan asserts there is no irreparable harm and no injunctive relief should be forth coming.

It is well settled that the proponent of a motion for a preliminary injunction must demonstrate the probability of success on the underlying merits, the danger of irreparable harm in the absence of the relief sought, and a balance of the equities in the movant's favor. **Aetna Ins Co v Capasso**, 75 NY 2d 860,862 (1990); **Doe v Axelrod**, 73 NY 2d 747,750 (1988); **Sheffield Towers Rehabilitation and Health Care Center v Novasso**, 293 AD 2d 182, 185 (2002). While disputed facts often result in denial of this request for rather drastic relief, the injunction can also serve the salutary purpose of maintaining the status quo pendente lite. **Gambar Enterprises, Inc v Kelly Services Inc**, 69 AD 2d 297(1979). Thus, while the grant of injunctive relief should not determine the ultimate rights of the parties, **Wellbilt Equip Corp v Red Eye Grill LP**, 308 AD 2d 411 (2003), the denial of such should not render the final judgment ineffectual. **State v City of New York**, 275 AD 2d 740, 741 (2000).

Applying the law to the facts as set forth in the parties' papers, the Court finds as follows. Plaintiffs' request for restoration of the lines and prohibiting any interference with their right to utilize such lines in an exclusive manner, is overly broad since it is in effect, a final determination. On the other hand, not providing any injunctive relief could really harm the Plaintiffs' business as clients in the area of Will and Trusts may need advice as set forth on a regular basis. The system provided by the Defendant, while not

necessarily the Court's final determination in this matter in which the facts are hotly contested, will provide a mechanism whereby all those affected by this lawsuit can maintain regular contact with their clients pendente lite. While the Defendant has set forth that she is performing this service on a voluntary basis, in order to preserve the ability of Plaintiffs' clients to contact them through the use of the same telephone numbers that they have been utilizing for 20 years, the Court will grant Plaintiffs' request to the extent of Ordering the Defendant Dehan to continue to provide contact information to those attempting to reach any of the Plaintiffs in this lawsuit until further Order of the Court.

The counsel for all parties, with the exception of Cablevision are directed to appear in this Part for a Preliminary Conference on Monday March 5, 2012 at 11:00 o'clock a.m. before the undersigned at Alan Oshrin Building, One Court Street, Second Floor, Courtroom Two, Riverhead, New York.

This constitutes the **DECISION** and **ORDER** of the Court.

Dated: March 1, 2012
Riverhead, New York



EMILY PINES
J. S. C.

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