

Ponder v Souk Bohemian LLC
2026 NY Slip Op 30580(U)
February 17, 2026
Supreme Court, New York County
Docket Number: Index No. 153806/2025
Judge: Phaedra F. Perry-Bond
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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. PHAEDRA F. PERRY-BOND PART 35

Justice

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INDEX NO. 153806/2025

BRIAN LAMAR PONDER, and BRIAN PONDER LLP,

MOTION DATE 04/28/2025

Plaintiffs,

MOTION SEQ. NO. 001

- v -

SOUK BOHEMIAN LLC, VANESSA COORE VERNON,
ROBERT TERRY PARKER, LAW OFFICE OF R. TERRY
PARKER LLC

**DECISION + ORDER ON
MOTION**

Defendants.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 33, 34, 35

were read on this motion to/for DISMISSAL.

Upon the foregoing documents, Defendants motion to dismiss Plaintiffs' Complaint and for sanctions is granted in part and denied in part. Plaintiffs' cross motion for sanctions is denied.

I. Background

As alleged in the Complaint, in February of 2024, Plaintiffs entered a retainer agreement with Defendants Souk Bohemian LLC ("Souk") and Vanessa Coore Vernon ("Vernon") (collectively "Souk Defendants") to represent them in a lawsuit captioned *G and G Funding Group LLC v Souk Bohemian LLC*, Index No. 138210/2024 (the "Underlying Action"). The retainer agreement provided for a \$10,000 minimum non-refundable retainer fee with an hourly rate of \$500 per hour (see NYSCEF Doc. 2). Plaintiffs allegedly performed 24 hours of legal services totaling \$12,000 in fees.

Allegedly, Plaintiffs negotiated a favorable settlement agreement for the Souk Defendants in the Underlying Action, but on March 21, 2025, prior to the settlement being effectuated, Defendants Robert Terry Parker and the Law Office of R. Terry Parker LLC ("the Parker

Defendants”) e-mailed Plaintiffs disputing the fees charged to the Vernon Defendants (NYSCEF Doc. 3). Based on this e-mail, Plaintiffs sue Defendants. Plaintiffs allege unjust enrichment against the Souk Defendants, allege defamation and tortious interference against the Parker Defendants, seek a declaration that Plaintiffs are entitled to the \$10,000.00 retainer, a declaration that the Parker Defendants committed ethical violations. The Parker Defendants respond with a pre-answer motion to dismiss the second cause of action alleging tortious interference, the third cause of action seeking a declaration that the Parker Defendants committed ethical violations, the fifth cause of action alleging defamation, and they seek sanctions against Plaintiffs. In response, Plaintiffs cross move for sanctions against Defendants.

II. Discussion

The Parker Defendants’ motion is granted in part and Plaintiffs’ cross motion is denied. The cause of action which seeks a declaration that the Parker Defendants committed ethical violations and a referral of the Parker Defendants to disciplinary authorities is dismissed. Whether an attorney violated the rules of professional conduct and engaged in unethical behavior is not a matter to be litigated before this Court but is instead a matter to be investigated and prosecuted by the attorney grievance committee (*see generally* 22 NYCRR 1240.8).

The cause of action alleging defamation is dismissed. The allegedly defamatory statements were made in an e-mail between Plaintiffs and the Parker Defendants and were made during the Parker Defendants representation of the Souk Defendants. As a preliminary matter, a defamatory statement must be published to a third-party to be actionable, and the only specific alleged defamatory comments made were in an e-mail between Plaintiffs and Defendants (*see Richards v Security Resources*, 187 AD3d 452 [1st Dept 2020] [failure to allege defamatory statement was published to third-party was fatal to defamation claim]).

The allegation that “upon information and belief, the defamatory accusations were also made orally and/or through additional correspondence with third parties” is insufficient because pursuant to CPLR 3016(a), defamation claims must be pled with particularity. Specifically, the particular words complained of must be alleged in the complaint, and it must also be alleged the time, place and manner of the false statement, and to whom it was made (*see Dillon v City of New York*, 251 AD2d 34, 38 [1st Dept 1999]). Here, there is no particularity with respect to the allegedly defamatory statements made by the Parker Defendants to opposing counsel in the Underlying Action. The conclusory and speculative allegations are insufficient to withstand a motion to dismiss (*see Dashdevs LLC v Capital Markets Placement, Inc.*, 210 AD3d 525, 526 [1st Dept 2022] citing *Smulyan v New York Liquidation Bur.*, 158 AD3d 456, 457 [1st Dept 2018]).

The motion to dismiss the tortious interference claim is granted. A tortious interference with a contract claim requires (1) the existence of a valid contract between the plaintiff and another; (2) defendant’s knowledge of that contract; (3) defendant’s intentional procurement of its breach of contract without justification, and (4) actual breach and damages (*Nostalgic Partners, LLC v New York Yankees Partnership*, 205 AD3d 426, 428 [1st Dept 2022]). It must be alleged that the contract would not have been breached “but for” the defendant’s conduct, and there must be more than mere speculation alleged to avoid dismissal (*see Burrowes v Combs*, 25 AD3d 370, 373 [1st Dept 2006]). The tortious interference claim fails because it is not alleged, even in the most conclusory fashion, that the retainer agreement was breached (*see* NYSCEF Doc. 1 at ¶¶ 22-26).

Instead, what is alleged is the Parker Defendants assumed representation of the Souk Defendants, challenged the validity of Plaintiffs’ invoices and sought arbitration pursuant to the retainer agreement if the fee dispute could not be resolved. A client challenging a lawyer’s fees and alternatively seeking to arbitrate the fee dispute is not a breach of a retainer agreement.

Because there is no allegation that the retainer agreement was breached the tortious interference claim must be dismissed. The Court has considered the remainder of Plaintiffs arguments in opposition and finds them to be unavailing.

The motion and cross motion for sanctions is denied. The decision whether to impose sanctions for frivolous conduct is generally left to the sound discretion of the Court (*Flowers v 73rd Townhouse, LLC*, 227 AD3d 568 [1st Dept 2024] *see also Constantini v Constantini*, 44 AD3d 509, 509-10 [1st Dept 2007]). The cross motion for sanctions is denied as the Parker Defendants succeeded on their motion to dismiss. The branch of the Parker Defendants' motion for sanctions is denied in an exercise of the Court's discretion. The Court finds issuing sanctions here would be unproductive for settlement given the relatively small amount of money in dispute amongst the various parties. Moreover, the Parker Defendants were able to obtain dismissal on a relatively straight forward motion to dismiss with minimal opposition from Plaintiffs.¹ Therefore, the branch of the Parker Defendants' motion seeking sanctions is denied.

Accordingly, it is hereby,

ORDERED that the Parker Defendants' motion is granted to the extent that the second, third, and fifth causes of action asserted against them are dismissed, but the branch of the motion which sought sanctions is denied; and it is further

ORDERED that Plaintiffs' cross motion for sanctions is denied; and it is further

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¹ Plaintiffs' substantive opposition to the motion consisted of a single sentence in support of each of their causes of action (*see* NYSCEF Doc. 19).

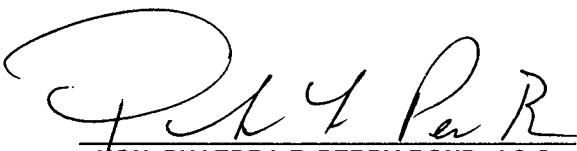
ORDERED that if the remaining parties elect to resolve this dispute with the assistance of the Court's ADR services, they shall notify the Court via e-mail so the Court can issue the appropriate referral order²; and it is further

ORDERED that within twenty days of entry, the Souk Defendants must respond to the Complaint; and it is further

ORDERED that within ten days of entry, counsel for Defendants shall serve a copy of this Decision and Order, with notice of entry, on all parties via NYSCEF.

This constitutes the Decision and Order of the Court.

2/17/26
DATE


HON. PHAEDRA F. PERRY-BOND, J.S.C.

CHECK ONE:	<input type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> DENIED	<input checked="" type="checkbox"/> NON-FINAL DISPOSITION	<input type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/> GRANTED		<input checked="" type="checkbox"/> GRANTED IN PART	
CHECK IF APPROPRIATE:	<input type="checkbox"/> SETTLE ORDER		<input type="checkbox"/> SUBMIT ORDER	
	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN		<input type="checkbox"/> FIDUCIARY APPOINTMENT	<input type="checkbox"/> REFERENCE

² The Souk Defendants filed a motion to dismiss on May 14, 2025 (NYSCEF Doc. 27) but the notice of motion was filed without a return date and so it was returned for correction by the County Clerk. The Souk Defendants never refiled the notice of motion and so the motion remains unprocessed.