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January 30, 2019

File No. 01218-0001-DJP/ka

Courtesy Copy

Honorable John E. Harrington J.S.C.
Burlington County Courts Facility
County Administration Building, 3rd Fl
49 Rancocas Road, Chambers 303
Mount Holly, NJ 08060

Re: **Siegle, William v Martin, Jr. and Snapp**
Docket No. BUR-L-2674-18

Dear Judge Harrington:

Kindly accept this letter brief in opposition to the Defendant's Motion for
Reconsideration. The Motion is returnable on February 15, 2019.

Defendants' brief is replete with references to the First Amendment, but this case is not
about "free speech." Defendants' false and defamatory statements that Plaintiff is victimizing
the gay community are not protected by the First Amendment. This not a case that involves the
public interest and there will be no harm to the public, or for that matter, even to Defendants, if
the restraints remain. However, there will be irreparable harm to Plaintiff if the restraints are
removed; Plaintiff has a valid claim for tortious interference with prospective business relations
and that is a basis to maintain the restraints. Printing Mart-Morristown v. Sharp Electronics
Corp., 116 N.J. 739 (1989) which states in pertinent part,

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The separate cause of action for the intentional interference with a prospective contractual or economic relationship has long been recognized as distinct from the tort of interference with the performance of a contract. *Harris v. Perl*, 41 N.J. 455, 197 A.2d 359 (1964); *C.B. Snyder Realty Co. v. National Newark & Essex Banking Co.*, 14 N.J. 146, 101 A.2d 544 (1953); *C.B. Snyder Realty Co. v. BMW of N. Am., Inc.*, 233 N.J. Super. 65, 558 A.2d 28 (App.Div.1989); *Van Horn v. Van Horn*, 52 N.J.L. 284 (Sup.Ct.1890). Not only does New Jersey law protect a party's interest in a contract already made, "[t]he law protects also a [person's] interest in reasonable expectations of economic advantage." *Harris v. Perl*, *supra*, 41 N.J. at 462, 197 A.2d 359. The reason for protecting prospective interests in contractual or other economic interests was identified long ago as follows: In a civilized community which recognizes the right of private property among its institutions, the notion is intolerable that a man should be protected by the law in the enjoyment of property once it is acquired, but left unprotected by the law in his efforts to acquire it. The cup of Tantalus would be a fitting symbol for such mockery. [*Brennan v. United Hatters of N. Am. Local 17*, 73 N.J.L. 729, 742-43, 65 A. 165 (E. & A.1906).] *Id* at 750.

As previously detailed, this matter is a dispute between neighbors that has nothing to do with freedom of expression, religion, press, or assembly. It is alleged that Plaintiff threw a rock at Defendants' home and now they are pursuing a vendetta against him. Their vendetta includes false, malicious, and defamatory statements that Plaintiff is victimizing the gay community. See the transcript of the January 9, 2019 telephone hearing, page 4, previously attached by Defendants. They should not be permitted to subvert the First Amendment as a way to vent their personal animosity. When questioned by the Court as to the purpose of the websites, see page 10 of the transcript, Defendants failed to provide a specific direct response; that is the "proof of the pudding." That Defendants are unable to state a purpose for the websites "speaks volumes. These false, malicious, and defamatory statements are not protected by the First Amendment.

Defendants are pursuing an improper crusade against Plaintiff. He has offered to pay for the damage and Defendants have refused to accept that reasonable, appropriate offer. Instead, they seek to wage a personal campaign against Plaintiff that improperly seeks to rely upon the

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protections of the First Amendment.

Plaintiff is a realtor and loss income due to the defamatory statements is a valid, cognizable claim. He has a right to pursue that business. Louis Kamm, Inc. v. Flink, 113 N.J. L. 582, 586 (E. & A. 1934). As noted by the Court, the continuation of the websites constitutes continuing violations of Plaintiff's rights to pursue his livelihood, leading to continuing damages.

This is not a case involving protected speech; it involves dispute between neighbors, nothing more, and nothing less. While Defendants cannot be compelled to accept a settlement offer, they can and should be compelled to refrain from their personal crusade. They have no protected right to publish false, defamatory statements as part of their continued campaign to harass Plaintiff.

Based upon the foregoing, it is requested that the Motion for Reconsideration be denied.

Respectfully submitted,



DEBORAH C. HALPERN

DCH/dch

cc: Ari D. Linden Esquire
eCourts