

**NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court." Although it is posted on the internet, this opinion is binding only on the parties in the case and its use in other cases is limited. R. 1:36-3.

**SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-1172-21**

**PULTE HOMES OF N.J.,
LIMITED PARTNERSHIP,**

Plaintiff-Respondent,

v.

**JAY WILLIAMS and ANURAGI
PARIHAR-WILLIAMS,**

Defendants-Appellants.

Argued September 28, 2023 – Decided October 11, 2023

Before Judges Mayer, Enright and Paganelli.

On appeal from the Superior Court of New Jersey, Law
Division, Somerset County, Docket No. L-0616-20.

Stilianos M. Cambilis argued the cause for appellants
(Law Office of Rajeh A. Saadeh, LLC, attorneys; Rajeh
A. Saadeh and Stilianos M. Cambilis, on the briefs).

Catherine J. Bick argued the cause for respondent
(Giordano, Halleran & Ciesla, attorneys; Catherine J.
Bick, of counsel and on the brief).

PER CURIAM

Defendants Jay Williams and Anuragi Parihar-Williams¹ appeal from a November 3, 2021 order granting summary judgment to plaintiff Pulte Homes of N.J. (Pulte). Defendants also appeal from a January 21, 2020 order granting temporary restraints in favor of Pulte, a February 14, 2020 order granting Pulte's application for a preliminary injunction against defendants, an April 3, 2020 order denying defendants' motion for reconsideration of the prior orders, and an April 3, 2020 order enforcing the February 14, 2020 order. We affirm all orders.

We recite the facts from the motion record. On or around February 20, 2019, defendants signed an agreement to purchase a townhome in Pulte's development known as the Enclave. In May 2019, defendants moved into their townhome. Subsequent to the closing, defendants wrote to Pulte, expressing satisfaction with their new home. Defendants' letter stated Pulte did a "fantastic job in considering the cleanup of the house for residents on a daily basis . . . paying attention to little details and the material used."

Due to slow sales, well after defendants closed on their townhome, Pulte decreased the base purchase price for homes in the Enclave. When defendants

¹ Because defendants share the same last name, we refer to them individually by their first name. No disrespect is intended.

learned that townhomes in the Enclave were selling for less than they paid for their home, defendants asked Pulte to provide a finished basement at no cost to them. Alternatively, defendants requested Pulte reimburse them for the difference between the price they paid for their townhome and the current price for the same townhome in the Enclave. Pulte declined defendants' requests.

Jay then wrote to Pulte, stating defendants would "appreciate . . . a one-time credit" of \$41,000 so they could "protect [their] investment, continue to happily bring potential buyers to the Enclave with a clear conscience, and continue to offer positive recommendations to potential buyers who stop by the Enclave" In response, Pulte's attorney sent a July 22, 2019 letter, reminding defendants that their purchase agreement stated home prices in the Enclave were subject to change. Pulte's counsel also rejected defendants' requests for remuneration. Jay then sent a July 24, 2019 email to Pulte, stating he and his wife were no longer happy with their home.

In November 2019, Anuragi purportedly told a Pulte sales representative that if defendants did not receive \$100,000, defendants would file a lawsuit and "approach everyone they see" to warn against buying a home in the Enclave. Anuragi also stated that if the issue was not resolved, defendants would interfere with the sales representative's ability to sell homes in the Enclave.

Additionally, there is an audio recording of Anuragi advising potential buyers that Pulte's homes had elevated radon levels. In that recording, Anuragi informed prospective purchasers that she and her husband spent about \$5,000 to install radon equipment in their home.

Based on defendants' campaign to dissuade buyers from purchasing homes in the Enclave, in January 2020, Pulte filed a verified complaint in the Superior Court of New Jersey, Chancery Division. The complaint alleged defendants engaged in extortion, tortiously interfered with Pulte's economic advantage, and defendants' conduct constituted a private nuisance. Pulte asserted defendants "embarked on a campaign of improper conduct designed to tarnish Pulte's reputation and to interfere with its sales at Enclave, until Pulte agreed to defendants' demand." Pulte submitted certifications signed by its sales representatives, describing defendants' efforts to interfere with home sales. Pulte also provided photographs and video footage of defendants interacting with prospective buyers, and emails to Pulte from Jay, advising defendants would continue to dissuade prospective buyers from purchasing Enclave homes unless they received compensation from Pulte.

Pulte submitted defendants' emails and statements with its complaint, including: (1) an August 7, 2019 email claiming defendants spoke to twenty-

five groups of potential buyers and convinced those individuals that Pulte was unethical; (2) a statement by Anuragi that defendants "fe[lt] betrayed" and she refused to allow a Pulte sales person to sell houses in the Enclave absent defendants' receipt of compensation; (3) a statement by Jay in September 2019 that he discouraged a buyer who had a deposit check from proceeding with the purchase of a home in the Enclave; and (4) a statement by Jay that defendants would stop approaching potential buyers if Pulte agreed to compensate them.

During the court proceedings, defendants never denied their negative statements regarding Pulte and Enclave homes. Rather, they "maintained the conduct [Pulte] complain[ed] of was nothing more than truthful disclosure and publication of their own home buying experience with [Pulte]." Defendants also asserted their townhome had numerous unresolved warranty issues, which resulted in their dissatisfaction with Pulte.

On February 14, 2020, the Chancery Division judge granted Pulte's request for preliminary injunctive relief, and enjoined and restrained defendants from "[a]cting to obtain money, work, service, or other property from Pulte through the making of any statements or communications to prospective" purchasers of homes in the Enclave, and from "[i]nterfering in any fashion with

Pulte's prospective sales and existing sales and contracts for sale of homes at Enclave at Mountain Lakes."

In a detailed forty-six-page written statement of reasons, the judge concluded defendants interfered with Pulte's sales of homes in the Enclave. The judge found:

There [were] . . . certifications from Pulte employees describing how buyers would come to Pulte, some of whom were intent on signing with Pulte, but after speaking with the [defendants], would leave and never follow up with Pulte again. There are also unrefuted statements from [defendants] stating they "will not let Pulte sell homes" until Pulte pays them. Pulte has engaged in an active marketing venture to draw in potential buyers, and despite its employees' combined efforts in working for the past five months with over 130 prospective buyers . . . , Pulte has failed to sell a single house besides to the [defendants]; the only house under contract, that has yet to close, involves a couple who had not spoken with [defendants] prior to signing the Home Purchase Agreement. [Defendants] have also admitted that they have spoken with over twenty-five groups and convinced them that Pulte was "unethical," primarily for its refusal to compensate them for the reduction in price. The evidence of the [defendants'] conduct in driving away potential buyers, as well as their own admissions to convincing twenty[-]five groups of people that Pulte is "unethical," demonstrate that their actions will cause irreparable harm to Pulte's "business, custom and profits" and damage to Pulte's reputation.

In granting Pulte's application for a preliminary injunction against defendants, the Chancery Division judge found "a threat . . . implied in [defendants'] conduct, based on the statements [defendants] have made to Pulte employees." The judge concluded "it is clear that [defendants'] actions caused the loss of Pulte's prospective relationships." According to the judge:

[i]f [defendants] are not enjoined, Pulte will continue to lose potential business from the prospective buyers who visit [the] Enclave and are dissuaded by [defendants]. Pulte will also suffer reputational damage from the accusations [by defendants] that [Pulte] is "unethical" for not reimbursing [defendants] for the price reduction and for having "poor" workmanship and warranty issues.

Based on her detailed findings, the judge preliminarily restrained defendants from conduct or statements which interfered with Pulte's sale of homes in the Enclave and expressly enjoined defendants from demanding Pulte provide remuneration.

In March 2020, defendants filed an answer and counterclaim. In their counterclaim, defendants alleged Pulte breached the purchase agreement, committed harassment, and engaged in malicious use of process. Pulte sent a Rule 1:4-8 letter demanding defendants withdraw the harassment and malicious use of process claims, but defendants declined to do so.

Notwithstanding the February 14, 2020 order, defendants continued their campaign against Pulte. Consequently, Pulte filed a motion to enforce litigant's rights, claiming defendants violated the February 14, 2020 order. Around the same time, defendants moved for reconsideration of the February 14, 2020 order.

In an April 3, 2020 order accompanying a twenty-two-page comprehensive written statement of reasons, the judge granted Pulte's motion to enforce litigant's rights and denied defendants' motion for reconsideration. In enforcing her February 14, 2020 order, the judge clarified that defendants were precluded from interfering with Pulte's home sales within the Enclave, which included approaching prospective buyers in person, leaving notes on car windshields, or beckoning individuals who entered the Enclave's sales office. The judge also awarded counsel fees to Pulte and imposed a \$100 sanction for defendants' prospective violations of the February 14, 2020 order.

In May 2020, the case was transferred to the Law Division, and the parties exchanged discovery. Thereafter, defendants sought to withdraw certain counterclaims and amend their counterclaim to include claims for intentional infliction of emotional distress and abuse of process. Pulte filed a motion to dismiss defendants' newly asserted claims, arguing defendants' claims were an

improper attempt to avoid sanctions under Rule 1:4-8. The Law Division judge granted defendants' motion to amend their counterclaim.

Pulte served supplemental discovery, focusing on the allegations in defendants' amended counterclaim.² Pulte also served another Rule 1:4-8 letter directed to defendants' new claims. Defendants failed to respond to Pulte's letter.

Pulte moved to dismiss defendants' amended counterclaim for failure to provide discovery. Because defendants failed to oppose the motion, the Law Division judge dismissed defendants' amended counterclaim.

In August 2021, Pulte moved for summary judgment on its claims against defendants.³ In a November 3, 2021 order, the Law Division judge granted summary judgment to Pulte on all counts and entered a permanent injunction against defendants. Additionally, the judge entered a judgment against defendants for \$7,550, representing unpaid counsel fees awarded by the Chancery Division judge in her April 3, 2020 order.

² Pulte served supplemental discovery requests even though defendants had not responded to Pulte's original discovery requests.

³ We note the Law Division judge considered defendants' opposition to the summary judgment motion notwithstanding the dismissal of their pleadings for failure to provide discovery.

In his statement of reasons placed on the record, the judge reiterated and incorporated the factual findings rendered by the Chancery Division judge. He concluded defendants intentionally interfered with Pulte's sale of townhomes at the Enclave. The judge also found defendants attempted to extort remuneration from Pulte in return for defendants' promise to cease their disruptive activities regarding the sale of Pulte's homes.

The Law Division judge found:

The undisputed facts that are the facts which give rise to this dispute were that, subsequent to the defendants' closing on their home in May of 2019, business dropped off. Homes didn't sell, and Pulte adjusted the base selling price accordingly.

The defendants, upon learning about this, became — the only word that can be used to describe the record here is enraged, and they subsequently requested that Pulte provide them with a finished basement at no additional charge or, alternatively, pay them the estimated cost of a finished basement to compensate them for what they believed to be the difference in their current purchase price and the purchase price that they sold. The record is devoid of any provision in the original sales contract or any other contract requiring Pulte to do so.

Subsequent[] to Pulte declining that request, the defendants engaged in a campaign of interference with Pulte's prospective economic advantage and contractual relations by approaching, speaking to, attempting to speak to potential purchasers who were visiting the community with the intent of denigrating Pulte's

business reputation, good will and preventing visitors from purchasing a home from Pulte.

The verified complaint and certifications which were filed in support of the application for restraints in front of [the Chancery Division judge] had attached numerous photographs and a video recording depicting the actual conduct in which the defendants were then engaged.

It was also supported by emails from [Jay] Williams to Pulte and, indeed, the complaint that detailed the defendants' campaign of conduct, which could only be viewed as an attempt to tarnish Pulte's business reputation and interfere with its sales, and that began on or about July of [20]19 and continued past the filing of the complaint in January 2020.

That information provided to [the Chancery Division judge] included [Anuragi's] documented conduct, approaching buyers in parking lots, on streets, on sidewalks, calling them from her driveway and garage, putting notes on cars, following buyers, trespassing on Pulte['s] property and sprinting after buyers' cars, and that it should be noted that this conduct continued until after—even after a ruling by [the Chancery Division judge]

The aforementioned emails, which were provided to [the Chancery Division judge], contained one dated August 7th, 2019, in which the defendants boasted of having spoken to [twenty-five] groups of potential buyers who were persuaded that Pulte was unethical, a declaration by [Anuragi] that she and her husband felt betrayed, and she would not allow a Pulte sales consultant to sell houses unless the defendants were paid, an email from [Jay] Williams in September of 2019 boasting of sending a buyer with a deposit check

away from [t]he Enclave and suggesting that if Pulte wanted this conduct to stop, they would have to go into their "deep pockets" to pay [defendants].

The opposition before [the Chancery Division judge] essentially ignored the claims of [Pulte] and dealt with alleged purported breach of warranty claims by [Pulte] and the defendants, and it was absent to any denial of the statements previously made by [defendants] to Pulte's witnesses.

The Law Division judge also cited specific instances of defendants trespassing on Pulte's property. The judge stated:

Here, [the Chancery Division judge] . . . already found that defendants repeatedly and unjustifiably interfered with Pulte's use of property at [t]he Enclave, and that included defendants' proven trespass, defendants' approach to prospective buyers walking in the community. [The Chancery Division judge] found that defendants left notes on cars parked by prospective buyers in common spaces, interrupted tours being conducted by Pulte sales representatives and chased after cars in the community, even entering onto private property to achieve this goal of interference.

The videos attached to the moving papers before [the Chancery Division judge] clearly show [Anuragi] trespassing and ignoring requests not to enter onto private property of Pulte, and this trespass was coupled with their extortive conduct as indicated by the [c]ourt previously.

Based upon these unrefuted facts, Pulte argues, and the [c]ourt agrees, [it] demonstrated as a matter of law that the defendants engaged in a private nuisance,

and [it] should be granted summary judgment on that count of the complaint.

Regarding Pulte's claim that defendants committed extortion, the Law Division judge, agreeing with the Chancery Division judge, stated "defendants threatened and, in fact, did repeatedly make statements to third parties with [the] goal of undermining Pulte's business reputation" in violation of N.J.S.A. 2C:20-5(c) and (g). The judge based his findings on defendants' "own words spoke[n] to dozens of potential purchasers of Enclave homes." Additionally, the judge found defendants' "conduct was calculated to materially harm Pulte, and it not only . . . harm[ed] Pulte, it devalued their own asset . . . as sales in the community flagged and [homes] remained for many months empty." Further, the judge determined "defendants admitted, even boasted about the harms they caused," which resulted in "direct damage to Pulte's business reputation" The judge concluded, "based on this record, there can be no reasonable dispute that the defendants extorted or attempted to extort Pulte, as shown by their own written words, acknowledged and unrefuted oral statements and actions." Thus, the judge granted summary judgment to Pulte on its extortion claim.

Even though defendants sold their home and moved to North Carolina, the Law Division judge declined to deem as moot the relief requested in Pulte's summary judgment motion. The judge concluded Pulte's motion remained

viable because several homes had yet to close and were not expected to close until the end of the year. Thus, the judge found defendants could potentially interfere with existing contracts, regardless of their relocating to North Carolina, and decided to "grant summary judgment in the form of a permanent injunction which will exist until the last sale has been effectuated."

Regarding Pulte's private nuisance claim, the Law Division judge relied on the factual findings rendered by the Chancery Division judge. The Law Division judge held defendants approaching prospective buyers on Pulte's property, leaving notes on cars belonging to prospective buyers, interrupting tours of the Enclave led by Pulte's sales representatives, and chasing cars and persons visiting the Enclave, demonstrated defendants' intentional and unreasonable interference with Pulte's use and enjoyment of its property, constituting a nuisance.

Regarding Pulte's tortious interference claim, the judge concluded Pulte satisfied the required elements to prevail on that claim. The judge found defendants did not deny repeatedly and relentlessly approaching prospective buyers and did so with the express intent of interfering with Pulte's sale of homes to these individuals, warranting summary judgment on that claim.

Additionally, the Law Division judge entered judgment in favor of Pulte in the amount of \$7,550, representing attorney's fees awarded in the April 3, 2020 order. The judge found defendants were required to pay that amount within twenty-one days of the April 3 order and willfully and knowingly failed to make the court-ordered payment.

Regarding defendants' motion to reinstate their answer and amended counterclaim, the judge denied the motion because defendants' belatedly submitted discovery responses remained deficient, non-responsive, and lacked the required certification under the Court Rules. The judge found defendants' discovery responses were "not fully responsive [and] were ambiguous or otherwise contradict[ed] prior responses." Because defendants' discovery responses were ambiguous and contradictory, the judge concluded the absence of a proper certification attesting to the truth of the responses precluded reinstatement of defendants' pleadings.

On appeal, defendants argue the judges erred in granting injunctive relief. They also claim the Law Division judge erred in granting summary judgment to Pulte and dismissing their counterclaim. Additionally, defendants contend the Chancery Division judge erred in enforcing the February 14, 2020 order and imposing sanctions.

Defendants assert they did not interfere with Pulte's home sales. Defendants also claim they became dissatisfied with their home after submitting multiple orders for work under the warranty. Additionally, defendants deny making "any threat, veiled or express" to extort remuneration from Pulte.

We review a trial court's grant of summary judgment de novo, applying the same standard as the trial court. Woytas v. Greenwood Tree Experts, Inc., 237 N.J. 501, 511 (2019). "Summary judgment is appropriate 'if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment or order as a matter of law.'" Friedman v. Martinez, 242 N.J. 449, 471-72 (2020) (quoting R. 4:46-2(c)). In reviewing a summary judgment order, we consider the evidence in the light most favorable to the non-moving party. Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 540 (1995).

Having considered the evidence in the light most favorable to defendants, we are satisfied the factual findings and legal conclusions rendered by the Chancery Division judge and the Law Division judge are unassailable. The judges' factual findings regarding Pulte's claims for extortion, private nuisance, and tortious interference with prospective economic advantage were set forth in

extensive detail. The judges rendered their decisions based on defendants' own words and actions, including defendants' conduct captured on video and audio tape.

Additionally, the judges accurately stated the applicable law regarding Pulte's claims. In applying the undisputed facts to the governing law, the judges properly entered summary judgment in favor of Pulte on its claims. We affirm the orders on appeal for the cogent and detailed reasons provided by the Chancery Division and the Law Division judges.

We add only the following comments. Contrary to defendants' argument, there were no material disputed facts precluding the entry of summary judgment in favor of Pulte. Defendants' certifications did not deny their activities, including contacting prospective home purchasers and dissuading individuals from purchasing homes in the Enclave. Nor did defendants deny demanding remuneration from Pulte.

Only after Pulte moved for summary judgment did defendants submit a certification denying the admissions and statements contained in their previously filed certification. The sham affidavit doctrine permits a court to reject self-serving certifications filed in opposition to a summary judgment motion that directly contradict a party's prior sworn representations under oath

to create a genuine issue of material fact. See Shelcusky v. Garjulio, 172 N.J. 185, 201-02 (2002).

Defendants' September 2021 certification in opposition to Pulte's summary judgment motion differed significantly from their February 2020 certification. The later filed certification refuted factual allegations not previously contested by defendants during the course of litigation. Under the circumstances, the Law Division judge properly rejected defendants' self-serving and newly asserted statements claiming there were material disputed facts which precluded the entry of summary judgment.

Because we affirm the November 3, 2021 order granting summary judgment and injunctive relief to Pulte, we need not address defendants' arguments regarding the February 14, 2020 order granting preliminary injunctive relief and denying defendants' motion for reconsideration.

We also reject defendants' assertion the Law Division judge erred in denying their motion to vacate dismissal of their answer and amended counterclaim. We review a trial judge's discovery ruling for abuse of discretion. Brugaletta v. Garcia, 234 N.J. 225, 240 (2018).

Here, the Law Division judge detailed numerous deficiencies regarding defendants' discovery responses. Defendants' discovery insufficiencies were

amplified by their failure to certify their answers to Pulte's interrogatories. Under the circumstances, the judge did not abuse his discretion in denying defendants' motion to vacate the order dismissing defendants' pleadings.

To the extent we have not specifically addressed any of defendants' remaining arguments, we conclude the arguments lack sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Affirmed.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.



CLERK OF THE APPELLATE DIVISION