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July 18, 2008

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VIA Email

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Messrs. Cavanagh & Berardelli:

This firm has been retained by Mr. Stephen S. Jemal and all correspondence relative to the substance of this correspondence should be directed to the undersigned.

Your respective websites www.gerristenbeach.net and www.sbpbcivic.org recently posted a story about Mr. Jemal, in which it published intentionally defamatory statements, making the entire publication defamatory in nature. Specifically, among other things, we highlight, by way of example the following statements.

"Apparently, Mr. Jemal and his family - founders of the Wiz chain of electronic stores - are no strangers to less than reputable business practices, as SB/PBCA has uncovered other dealings by Mr. Jemal and members of his family that have led to governmental sanctions, and even a criminal trial and conviction."

* * *

"In 2005, Douglas and Norman Jemal were indicted on charges of bribery, wire fraud and conspiracy, amidst allegations that Douglas Jemal, a well known Washington developer, bribed a city official to get sweetheart contracts and inflated profits at taxpayers' expense. The defendants were only convicted on the wire fraud charge and served no jail time. The wire fraud charge stemmed from a document that Jemal and co-defendant Blake Esherick falsified and then used as a justification to get a mortgage company to release \$430,000 in loan proceeds. The money went to a different business deal than the one specified in the mortgage."

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The first statement constitutes a defamatory statement of Mr. Jemal, and due to its publication of same, is actionable as libel under New York state law. *See Bloom v. Fox News of Los Angeles*, 528 F.Supp.2d 69 (E.D.N.Y.,2007).

Moreover, the entire publication leads the reader to the conclusion that Mr. Jemal is "less than reputable" due to his "dealing...[leading] to a criminal trial and conviction". Mr. Jemal has never been involved in a criminal trial and has never been convicted of anything. The publication intentionally leads the reader to put Mr. Jemal in a false light, by implication, yet the effect of same is no different than if the statement were made as though Mr. Jemal was himself convicted of the "crime" as stated in the article. The second above reproduced statement is more of the same. The publication is drafted in such a way that any distinction between the conduct and actions of Mr. Jemal and Douglas and Norman is intentionally lost, namely by the "tie in" to the previous statement and the use of the word defendant(s) in the plural, among other things.

The second statement, especially when taken in context with the first, constitutes a defamatory publication and is actionable as libel under New York state law.

Taking these recent publications, along with similar negative narratives that have been published about my client on your website in the past, it is obvious, and would be even to the most socially removed juror, that the purpose of the entire publication is to intentionally harm Mr. Jemal's business interests, as well as his reputation and the reputation of his family.

We demand that you remove the entire publication about Mr. Jemal immediately, as well as any reference to same in Google or any other search engine or blog (e.g., www.sheepsheadbites.com), and publish a retraction and clarification of same, the content of which we must approve before it is put on the site or distributed to Google or any other search engine/blog. We will also require that your company and its employees enter into a non-disparagement agreement with Mr. Jemal, which we will prepare for your signature. Finally, we require that you pay Mr. Jemal an immediate settlement payment of \$20,000, which will cover his legal fees and will act as additional consideration to induce him not to file suit.

If the above is not performed and agreed to by noon on Monday, July 21, 2008, we have been authorized to file a complaint against your company and its principals for the causes of action outlined above. The damages our client will be seeking, include, but are not limited to the following:

1. All consequential damages, also included but not limited to, stemming from any business losses suffered as a result of the publication. Stated another way, if certain financing is effected and/or his efforts to purchase real property are at all negatively impacted, you will be liable for the entire amount of the lost funding and future potential profits.
2. All damages to Mr. Jemal and his family's reputation.
3. Punitive damages stemming from your outrageous conduct, as set forth under New York state law.

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This complaint will be filed and an injunction will be sought shortly after any rejection of the proposed settlement terms.

We are giving you the opportunity to delete the entire publication, which is wrought with many false, outrageous and damaging statements about our client and his family. You need to take advantage of this opportunity now, as this will be the last chance you have to do so.

Please contact me upon your receipt and review of this letter.

Sincerely,



OLIVER D. GRIFFIN

cc: David M. Giles, Esq.
Client (via e-mail)