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November 2, 2026

Via E-Courts
Clarkson S. Fisher, Jr., P.J.A.D.
Superior Court of New Jersey
Chancery Division – Hall of Records
1 East Main Street
Freehold, New Jersey 07728

RE: ***The Ridge at Suneagles, LLC adv. Diamond, Warren, et al***
Docket No.: MON-C-50-25

Dear Judge Fisher:

My office continues to represent the Defendant-Counterclaimant The Ridge at Sun Eagles in the above matter. The Martelli co-defendants are represented by Anthony D'Artiglio and Layne Feldman of the Ansell firm.

I am writing to the Court as a matter of urgency regarding a series of disturbing events that have unfolded subsequent to the entry of this Court's Order granting partial summary judgment in favor of Intervenor Perin and dismissing Plaintiffs' Complaint for specific performance as it relates to Unit 186 of The Ridge at Sun Eagles, as well as the conference between Your Honor and all counsel last Thursday, Octbober 23, 2026.

By way of procedural background, in August of 2025 this Court granted The Ridge at Sun Eagles' application for Partial Reconsideration and ordered that the Lis Pendens improperly recorded against Unit 186 be discharged. The Court ordered that the discharge in accordance shall be delivered to the Monmouth County Clerk's Office within seven (7) days. In the same Order, the Court granted The Ridge at Sun Eagles' request to enforce Paragraph Two of this Court's prior Orders dated April 21, 2025, and June 5, 2025. Trans. ID# CHC2025278745.

The April 21 and June 5, 2025 Order arose after the Court concluded that The Ridge at Sun Eagles had satisfied the stringent burden under Crowe DeGoia to warrant immediate temporary injunctive relief restraining and enjoining Plaintiffs Warren Diamond and Faith Perlmutter Diamond from, in pertinent part: " …taking any action to interfere with the consummation of sale of the real property(ies) …or taking any action to interfere with the consummation of sale of

the real property(ies), or otherwise interfering in Defendant's right to use and enjoy his property, entering contracts, and operate his business, based on the allegations set forth in Plaintiffs' Complaint.[1]"

Plaintiffs repeatedly failed to comply with the Court's Orders to discharge the Lis Pendens on Unit 186 [and 184], even after the Court, upon applications filed by Intervenor Perin and The Ridge at Sun Eagles ordered Plaintiffs "*and/or their attorney*, Timothy Moriarty, Esq." to properly record the discharge[s]. Trans. ID CHC2025310949; CHC2025310965

Plaintiffs then filed an emergent application for a stay of the Court's Orders dated August 29 and September 2, 2025, which was denied by the Court as non-emergent. Plaintiffs' subsequent non-emergent application for a stay was also denied. Trans. ID. CHC2025310975. The trial court granted cross-motions filed by The Ridge at Sun Eagles and Intervenor Perin to enforce prior Orders once again compelling Plaintiffs and/or their trial counsel Mr. Moriarty to record a proper discharge of the Lis Pendens on Unit 186 [and 184]. Trans. ID CHC2025310975; CHC2025312382. Amongst other reasons for the Court's denial of Plaintiffs' application, Plaintiffs did not even post the mandatory bond as required by the Rules of Court.

Plaintiffs' request for an interlocutory appeal was denied by the Appellate Division. Trans. ID CHC2025376742 Pg 1 of 2; AM-00014-25, M-00033-25. During this time, our client and Perin still could not as related to Unit 186 [or 184] because Plaintiffs continued to ignore the Court's Orders requiring Plaintiffs and/or their attorney Mr. Moriarty to record a proper discharge. Indeed, in denying Plaintiffs' application[s] for a stay the Court granted cross-motions filed by Intervenor Perin and The Ridge at Sun Eagles for enforcement of this Court's orders. Paragraph Three of the Court's Order dated September 30, 2026, requires Plaintiffs and/or their attorney Mr. Moriarty to immediately facilitate the filing of the proper discharge for Unit 186 [and 184] .

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[1] While the nature and language of the restraints against Plaintiffs has remained consistent, the "real [property(ies)" identified in the Orders broadened over time where Defendant was required to file no fewer than two (2) emergent applications to secure discharges on a Lis Pendens initially recorded by Plaintiffs against the entirety of The Ridge at Sun Eagles and did not secure an Order discharges all Lis Penderses, inclusive of Units 184 and 186, until the Court's Order of August 29, 2025 which granted The Ridge at Sun Eagles' Motion for Partial Reconsideration. At the time of that motion, Units 184 and 186 were the last two remaining Units continuing to be wrongfully encumbered by the Lis Pendens. The Reply Certification of Salvatore J. Martelli filed on behalf of The Ridge at Sun Eagles details the extensive history of Plaintiffs failing to or simply refusing to abide by the Court's numerous Orders to record a proper voluntary discharge of any of the real property comprising the almost 200 acres of developed and undeveloped real estate comprising The Ridge at Sun Eagles "overly broad and vague."

Trans. ID CHC2025312382. The discharge for Unit 186 (and 184) were prepared at the expense of The Ridge at Sun Eagles and eventually signed by Plaintiffs' attorney Mr. Moriarty only after he was presented with a copy by the undersigned, along with prior Court orders requiring him to effectuate the proper discharge, at a court-ordered settlement conference on _____. The Ridge at Sun Eagles was left with the burden of having to ensure that they be properly recorded to avoid further prejudice to itself and Intervenor Perin.

The Reply Certification of Salvatore J. Martelli filed on behalf of The Ridge at Sun Eagles in further support of its Notice of Motion for Reconsideration details the extensive history of Plaintiffs failing to or simply refusing to abide by the Court's numerous Orders to record a proper voluntary discharge of any of the real property comprising the almost 200 acres of developed and undeveloped real estate comprising The Ridge at Sun Eagles "overly broad and vague." Mr. Martelli's Certification, which is supported by numerous exhibits, details Mr. Diamond's well-documented attempts to further interfere with the long-standing financial relationship between The Ridge at Sun Eagles [and Mr. Martelli himself] and the bank holding the construction loans relied upon by The Ridge at Sun Eagles to develop real properties and to pay contractors, suppliers and employees for past work.

The emails from Mr. Diamond to the Vice President of the bank, which are attached as exhibits to Mr. Martelli's Certification, include but are not limited to statements by Mr. Diamond that his attorney had filed a Motion for Reconsideration of the Court's Orders requiring discharges of the improperly filed Lis Pendens [which the Court may take judicial record is not accurate], assurances that more liens "would be coming," that Mr. Martelli and others "illegally" caused the discharges of Lis Pendens. Mr. Diamond even represents that his attorney Mr. Moriarty had been "assured by a member of court staff that the trial judge would "deal with" Mr. Martelli's allegedly illegal acts at the May 2025 Court hearing. Mr. Martelli's Certification, also includes proofs that immediately after he caused the initial Lis Pendens to be filed encumbering the entirety of The Ridge at Sun Eagles, Mr. Diamond took it upon himself to email the Vice President of the bank holding the construction loans to advise the lender of the Lis Pendens, but emailed Mr. Martelli to brag about it.

While The Ridge at Sun Eagles' request to enforce the Court's prior Orders restraining and enjoining Plaintiffs from doing anything to interfere with its business [including repeatedly emailing Manasquan Bank] or do anything to interfere with real estate sales/closings, Mr. Diamond again emailed the bank and alleged that he would be filing a Mechanic's Lien against The Ridge at Sun Eagles. This writer has been unable to locate any evidence to date that this ever happened.

In paragraphs 19 and 20 of his Reply Certification, Mr. Martelli repeats what he has asserted throughout this litigation, and what has been repeatedly argued by our office:

> The true intent of the plaintiffs in filing the improper lis pendens and them failing to comply with numerous court orders directly them to discharge them is

corroborated by the outrageous steps taken by Plaintiffs to ensure that the "overly broad and vague" lis pendens that he improperly recorded would cause as much damage to my business for as long as possible. He did so at the expense of innocent third parties like Perin and Cook. Warren at all times aware of my longstanding business and contractual relationship with Manasquan Bank, who is the lender for the substantial construction loan that my business relies upon to pay my contractors and suppliers for completed work and to fund continued development at The Ridge at Sun Eagles. Warren Diamond engaged in an intentional course of conduct to ensure that at a minimum, Manasquan Bank would freeze my construction loans to interfere with my loan contract with the bank, and to stop continued construction on existing and new development at The Ridge at Sun Eagles. " Trans. ID CHC2025258340

A copy of the letter from legal counsel for Manasquan Bank, requesting that the Court do whatever necessary to prevent Warren Diamond or his attorney Mr. Moriarty from contacting them.

Despite the fact that Mr. Martelli's certified allegations and the evidence submitted to the Court in numerous applications has been largely undisputed by Plaintiffs, including but not limited to unsolicited emails to lender, as well as the repeated failure of Plaintiffs and/or their trial attorney Mr. Moriarty to comply with Court Orders to properly record discharge[s], this Court has repeatedly granted applications filed by The Ridge at Sun Eagles for enforcement of prior injunctive Orders, but has denied requests to hold Plaintiffs in violation of litigant's rights, or to impose any sanctions on Plaintiffs.

Mr. Martelli's certified allegations and the evidence submitted to the Court in numerous applications has been largely, if not entirely undisputed by Plaintiffs, including but not limited to unsolicited emails to Manasquan Bank, Mr. Martelli's employees, family members, insurance agent and others. So too has the repeated failure of Plaintiffs and/or their trial attorney Mr. Moriarty to comply with Court Orders to properly record discharge[s]. These acts and/or inactions of Plaintiffs have been bolstered by the majority of Plaintiffs' affirmative requests for relief being supported despite same, Your Honor's this court's predecessor Judge Mara-Zazzali-Hogan had repeatedly granted applications filed by The Ridge at Sun Eagles for enforcement of prior injunctive Orders related to Plaintiffs' interference and to compel the recording of the proper discharge[s], but has denied requests to hold Plaintiffs in violation of litigant's rights, or to impose any sanctions on Plaintiffs.

So too, the undersigned has repeatedly argued that the continuous delays of Plaintiffs errata filings and the like traditionally attributed to their trial counsel Mr. Moriarty have been strategically used by Plaintiffs to exercise to gain an advantage in this litigation by way of character assassination, intimidation and tortious interference. This Court may take judicial notice of the repeated protests of the undersigned and of counsel for Martelli co-defendants

that the majority of Plaintiffs' pleadings for affirmative relief have been supported entirely by fact certifications signed not by Warren or Faith Diamond, but their trial counsel Mr. Moriarty. By letter March 24, 2026 the undersigned wrote to Your Honor's predecessor Judge Zazzali-Hogan regarding Plaintiffs' opposition papers to the Motion to Dismiss Plaintiffs' Complaint filed by The Ridge at Sun Eagles and the Martelli co-defendants. I have attached a copy of same, where the undersigned urged that Plaintiff's submission must be taken in context with statements made on behalf of Plaintiffs to the news media representing that sworn statements made to this Court and/or the federal court by Mr. Martelli are "demonstrably false." A copy of that news article is attached to that letter.

Mr. Martelli has certified and provided proofs that at least one "fact" Certification signed by Plaintiffs' attorney Mr. Moriarty was sent directly to Manasquan Bank by Warren Diamond for the alleged improper purpose of interfering with The Ridge at Sun Eagles' reputation, contracts and construction loans. [*See* Martelli Certifications in support of The Ridge at Sun Eagles' Motion for Reconsideration and Other Relief,] It has also been brought to the Court's attention on numerous occasions that other improper filings by Plaintiffs' trial counsel Mr. Moriarty, such as Mr. Moriarty's "letter" to Judge Zazzali-Hogan dated November 10, 2025 which was filed as a request for permission to file a Motion to Amend Plaintiffs' Complaint, have conveniently ended up in the hands of third-parties including the underwriter for Trident Abstract [the title company for Units 184 and 186, amongst other properties owned by the Ridge at Sun Eagles and/or the Martelli co-defendants, as well as the bona-fide purchaser of Unit 184. As a direct result of this ongoing litigation as well as Plaintiffs' failure to comply with Court Orders requiring Plaintiffs and/or Mr. Moriarty to record proper discharges, The Ridge at Sun Eagles was forced to enter into a release with the contract purchasers of Unit 184 and to return all deposit monies. I have attached a copy of that release hereto, and direct the Court's attention to Paragraph Three of the WHEREAS clause which states the basis for the release as this continued litigation as well as Mr. Moriarty's letter to the Court dated November 10, 2025 which makes "certain allegations against [The Ridge at Sun Eagles] and the integrity of the residential property known as The Ridge at Sun Eagles." The Court will note that Mr. Moriarty's letter not only directly accuses The Ridge at Sun Eagles and/or Mr. Martelli of lying in sworn pleadings, but includes unfounded allegations "supported" by hundreds of pages of documents entirely irrelevant to this litigation which were obtained via an unnoticed OPRA request made to the Borough of Eatontown by Plaintiffs' trial attorney Mr. Moriarty who certified under penalty of perjury that the request was not made for litigation purposes. Trans Id.

This lengthy procedural and factual history has been provided to the Court for the specific purpose of documenting the pattern of continued tortuous and potentially unlawful course of conduct initiated by Plaintiffs which has seemingly escalated into documented threats and/or intimidation of licensed professionals and physical violence against Mr. Martelli. I have attached

hereto a copy of an email communication sent by Derrick Scenna, who is a licensed and reputable attorney and the owner of Trident Abstract. I urge the Court to review Mr. Scenna's email in detail, as it speaks for itself. What is even more disturbing than the contents of Mr. Scenna's email, is that in no more than an hour of our receipt of Mr. Scenna's email, we became aware of an incident at the Sun Eagles Golf Club for which I have now been able to confirm resulted in Warren Diamond's arrest for aggravated assault in violation of N.J.S. 2C:12-1B (7) by attempting to cause serious bodily injury to Mr. Martelli specifically by striking him in the back of his head/neck. It is my understanding that Mr. Martelli required medical treatment at the scene and was subsequently brought to the emergency room.

While drafting this correspondence, I was notified and provided a copy of an unsigned Complaint filed against an employee of Martelli Development, LLC filed with the New York State Department of State Licensing Service alleging improper notary practices. The Complaint, which states that it was filed by Warren and Faith Diamond, is unsurprisingly unsigned or certified but includes a host of allegations against the employee acting as a notary republic. I would be happy to provide a copy of that Complaint to the Court on an ex parte basis upon request.

My client has also become aware that there have been an overwhelming series of complaints, unnoticed OPRA requests and demands for investigation of The Ridge at Sun Eagles and/or Mr. Martelli and/or his other entities to the Borough of Eatontown, and the Department of Community Affairs. Unsurprisingly, it appears that many of these are "anonymous," while in other cases it is believed that the "concerned citizens" are known friends and/or associates of Warren and Faith Diamond. My client has strong reason to believe that where the Court was advised of the unpermitted unnoticed OPRA practice of Plaintiffs' attorney Mr. Moriarty, Plaintiffs may in fact now be submitting unnoticed OPRA's themselves to obtain documents such as those sent to Mr. Scenna.

Based on the above, I am respectfully requesting that the Court schedule an immediate hearing for contempt pursuant to N.J.R. 1:10-3. In furtherance of same, I am respectfully requesting that the Court enter an Order permit my office to immediately issue subpoenas to the Eatontown Post Office from which the materials were sent, permission to serve Warren and Faith Diamond each with a Demand for Admissions related to the above incidents [with an expedited time to answer of ten (1) days, permission to serve subpoenas duces tecum on the Borough of Eatontown, Department of Community Affairs and the New York Department of State Licensing Service to obtain any and all relevant documentation related to any materials which will assist this Court in enforcing its prior Orders and protecting the safety, reputation and private interests of not just The Ridge at Sun Eagles, Trident Abstract, Mr. Martelli and all employees but to protect public interests arising from the integrity of the judicial system as

well as basic due process and other rights afforded to every person and entity protected by both the federal and state constitutions. I will submit a proposed form of Order to the Court under separate cover.

I urge the Court to take immediate action before the behavior outlined above and in Mr. Scenna's correspondence escalates any further. Plaintiffs' unverified Complaint seeks specific performance related to two townhomes and declaratory judgment related to one disputed letter agreement. Despite same, this docket makes clear that Plaintiffs have utilized the filing of their Complaint to make this case about everything and everything else that is not before this Court. It has become clear that this litigation has not only "gone off the rails," but has now spiraled out of control to the point that it has become frightfully dangerous.

Respectfully

Alexis L. Gasiorowski /s/
ALEXIS L. GASIOROWSKI, ESQ
Law Offices of
Gasiorowski & Holobinko
Attorneys for Defendants
The Ridge at Sun Eagles

R.S. Gasiorowski /s/
RONALD S. GASIOROWSKI, ESQ
Law Offices of
Gasiorowski & Holobinko
Attorneys for Defendants
The Ridge at Sun Eagles

ALG/clb
cc: Timothy Moriarty, Esq. (via ecourts)
Anthony D'Artiglio, Esq. (via ecourts)
David A. Krenkel, Esq. (via ecourts)
Sal Martelli (via email)
Derrick Scenna (via email)

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ALEXIS L. GASIOROWSKI

March 24, 2026

VIA EFILE
Honorable Mara Zazzali-Hogan, J.S.C.
Superior Court of New Jersey
Chancery Division – Hall of Records
1 East Main Street
Freehold, New Jersey 07728

RE: Warren Diamond and Faith Perlmutter Diamond vs.
Martelli Development Group, LLC, et al
Docket No. MON-C-50-25

Dear Judge Zazzali-Hogan:

This office represents the defendant, The Ridge at Sun Eagles, LLC in the above matter. Defendant's Motion to Dismiss Plaintiffs' Complaint With Prejudice, and For Other Relief, is currently scheduled for a return date of February 27, 2026.

I am writing to the Court in follow-up to my telephone conversation with Your Honor's law clerk yesterday, wherein I advised the court that I was unable to file the within letter on eCourts, despite numerous attempts to do so, due to ongoing issues with eCourts which chambers acknowledged was an ongoing issue yesterday.

The Ansell firm was able to upload a request for an adjournment/extension of the above matter. I spoke with Mr. D'Artiglio yesterday evening, and he

confirmed that the within defendant was inadvertantly omitted from that letter request. Mr. D'Artiglio advised me that an errata letter would be filed with the Court this morning. While it appears that this letter has not yet been filed, I am writing this letter in conjunction with same.

Last Thursday, Plaintiffs caused to be filed an Exhibit Certification of Counsel, with hundreds of pages of Exhibits, in opposition to Defendant's Motion. The next day, Plaintiffs additionally filed a forty-five (45) page fact certification executed by their trial attorney Timothy Moriarty, Esq. with additional exhibits, as well as a letter brief which relies on the facts set forth in trial counsel's fact certification.

The undersigned has repeatedly objected to Plaintiffs' being permitted to litigate this matter based on improper fact Certifications of their trial attorney Mr. Moriarty. Mr. Moriarty's most recent fact Certification, includes but is not limited to certified statements that Salvatore Martelli has committed "illegal" acts and made "sworn, false statements" to this court, as well as accusations that Defendants' attorneys have engaged in improper/unethical conduct. While this has unfortunately become commonplace for Mr. Moriarty's personal written certified and uncertified written submissions to the Court throughout this litigation, what is perhaps most egregious is Mr. Moriarty's direct (and wholly unsupported) allegation that [redacted] a highly respected and tenured Monmouth County Judge who has served as the mediator in this matter, violated "R.1:40 and the Standards of Conduct for Mediators in Court-Connected Programs."

Plaintiffs' submission, along with the certified statements made by Plaintiffs' trial counsel therein, must be taken in context with Plaintiffs' apparent choice to have Mr. Moriarty participate in an interview with the news periodical The Red Bank Green to discuss this litigation as well as the sister federal court litigation. A copy of that article, wherein Mr. Moriarty is quoted as stating that sworn statements are "demonstrably false" made by Mr. Martelli in court pleadings is attached hereto for the Court's reference.

It was initially Defendant's intention to write to the Court and ask that Plaintiffs' submission be stricken and that Defendant's motion proceed unopposed. This is in addition to the fact that Plaintiffs' untimely submission far exceeds the page limitations set forth in this Court's prior Orders.

Upon further reflection, it was determined that Defendant would proceed with addressing the above issues, along with substantive argument, in its reply submission to ensure this matter is adjudicated on the merits and without a need for

an adjournment. Further, this office ordered transcripts in this matter on an expedited "overnight" basis, the last of which was not received from the transcriber until about an hour ago, based on no fault of this office.

Based on the above, while the undersigned is continuing to work diligently on filing its responsive papers today, it is respectfully requested that the Court confirm that the extension to file today granted to the remaining Martelli co-defendants based on the Ansell letter will also apply to Defendant The Ridge at Sun Eagles, and that based on the this letter Defendant be permitted to file its responsive papers no later than 3:00 p.m. tomorrow. In the event that the Court does not find good cause to grant this request based on the issues set forth *infra.*, it is respectfully requested that the undersigned be permitted to supplement this request with additional information/documentation which is being omitted herein to avoid further burden on this Court. If the request for an extension until Wednesday is rejected, The Ridge will ensure that papers will be filed today.

I thank the Court in advance for its anticipated courtesies is this matter.

Respectfully,

Alexis L. Gasiorowski /s/
ALEXIS L. GASIOROWSKI
Law Offices of
Gasiorowki and Holobinko

IN COURT

4

March 10th @ 6am



The sign at the entrance to Suneagles golf course on the grounds of the former Fort Monmouth in Eatontown. *(Photo by Brian Donohue. Click to enlarge.)*

By BRIAN DONOHUE

It looked like a business deal with odds of success as certain as a gimme putt on the 18th hole.

Six years ago, developers Salvatore Martelli and Warren Diamond – both frequent faces in Monmouth County social pages and key players in several high-profile Red Bank projects – entered into a 50/50 partnership to run a golf course that's part of the first major redevelopment project on the former Fort Monmouth in Eatontown.

The $30 million plan: to restore and run the 100-year-old Suneagles golf club, including its course, clubhouse and restaurants. Martelli's development company would add 75 townhomes, including 15 affordable units, with fairway views.

WINTER IS DEAD

Like a hand from the grave, a glove someone lost ov...



PIPES...

Bagpipes at the Globe ...



RBC...

Follow Red Bank Green ...



...

Shrewsbury families with...



LENTEN...

The delicious fried flound...



GALLER...

The ribbon cutting for...



DPU...

Red Bank Departmen...



POKEM...

A weekend event brou...



BACK TO...

Sledding Tower Hill - Blizzard...



CLEANUP...

Storm cleanup continued...

Partner at Canopy Cross
Dispensary

ON CANNABIS

- How is Canopy Crossroad's educ focused approach different from that typical dispensary
- I have trouble slee Could cannabis potentially help?
- I'm curious about and gummies. Wh would I need to kn a first timer?

Read More →

Caryn is a longtime local owner of Canopy Crossro cannabis dispensary at 9 Street in Red Bank. She's forces with her husband, friends to bring an auther values-driven and curate experience to her commu

CANOPY
CROSSRO/

9 West Street Red Bank

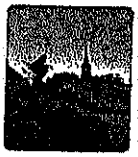
Six years later, the partnership has devolved into a bitter legal battle, with dual lawsuits that read like a script for a series the streaming giant Netflix might produce at the studios it's building just down the road.

Each side accuses the other of financial misconduct and other wrongdoing related to the project.

"As if drawn from the script of a Martin Scorsese film," Martelli's attorney described his allegations in a November court filing. "Plaintiffs are forced to bring this application to execute a 'business divorce."



Construction is still underway on some units at the Ridge at Suneagles in Eatontown.



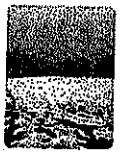
SENDIN...

Tower Hill Church...



RED...

Driver flips car on Sout...



EASTSIDE...

East Side park in the thick f...



GRAY...

The front page of the...



FROZEN...

Photo by Partlyine...



PINK...

Navesink River Ice...



ICE BIKIN...

Even got a guy on a bike! ...



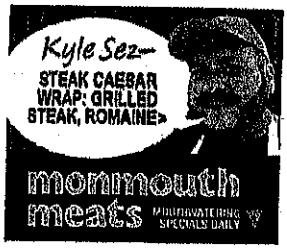
FIRST...

Cole Barney wraps up hi...



HEAVEN...

Impressive icicles hun...



Hogan dismissed Diamond's complaint, ruling he had failed to turn over required discovery. Elements of the case, including counterclaims by Martelli, remain active, and a settlement conference is scheduled for next month.

In the meantime, Martelli has filed his own lawsuit against Diamond.

In a complaint filed in September and subsequent filings, his attorneys describe Diamond's lawsuit as an attempt to obfuscate and destroy the project after Martelli demanded Diamond live up to his terms of their operating agreement.

In the lawsuit, Martelli alleges Diamond and his wife

luxuries, including private jet trips, and funnelled money into other companies Warren owns, including the one involved in two Red Bank projects.

Martelli alleges what he describes as a "reign of terror," claiming Diamond concealed his 1986 federal racketeering conviction and legal battles with previous business partners; punched the chef of Ember & Eagle restaurant in the face; bribed and harassed employees; and twice assaulted Martelli, including running him over with a golf cart.

In a November 12 filing, Martelli's attorney calls Diamond's actions "a series of unlawful and disturbing events" carried out with "a mix of audacity, calculated maneuvering, and a blatant disregard for obligations imposed by law and contract, which require imminent intervention to save a multi-million dollar business and the scores of jobs associated with it."

"There is serious and imminent threat that Martelli will

individually be subject to reputational damage and financial ruination the longer he is tied to this heinous character," Martelli's sworn statement reads.

In an interview with **redbankgreen**, Diamond's attorney, Tim Moriarty, called Martelli's allegations "demonstrably false."

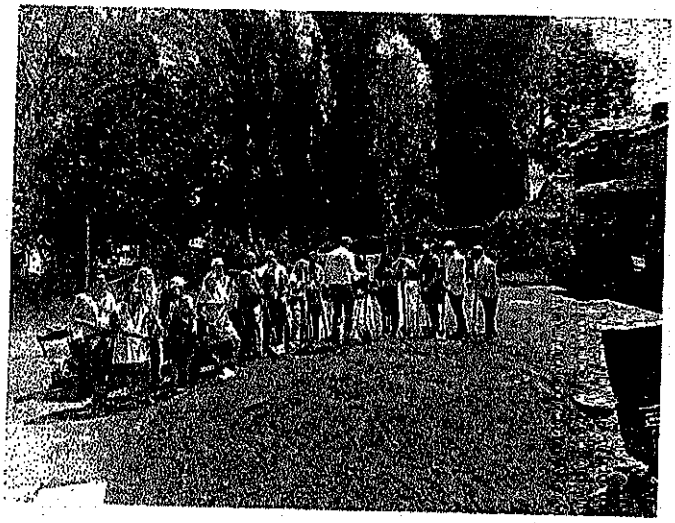
In a 235-page answer filed in federal court on February 29, Diamond denies Martelli's accusations. In that filing, he also counters with allegations that mirror his initial lawsuit, alleging Martelli engaged in the "misappropriation of funds, falsification of documents, obstruction of investigations." He also accuses Martelli of stealing truckloads of topsoil from the golf course, according to the lawsuit.

Martelli denies the allegations.

For now, there seems to be only one thing the two agree on: the dispute now threatens the future of the entire project.

"Everyone's livelihood will soon be in grave danger because of his improvident actions," Diamond wrote in an August email included in Martelli's court filings. "If things do not change soon, we will have to make some very serious cuts real soon."

Martelli, in the same November filing, put it more bluntly, saying Diamond's behavior and the spat he says it created could "lead Suneagles to ruin."



Warren Diamond (eighth from right in blue shirt and black pants) stands among a group of dignitaries at the groundbreaking for Thrive Red Bank in July 2025. Diamond is the owner of the property on which the apartment building for neurodivergent adults is being built. (Photo by Brian Donohue)

Warren Diamond is a longtime CEO of American Self Storage known locally for his prolific philanthropy, including a $2.5 million donation to Monmouth Medical Center for the construction of the Cheryl Diamond Cancer Care Center named in honor of his late wife, who died from cancer in 2001.

In 2024, the Red Bank's Count Basie Center for the Arts opened a members-only/VIP lounge named after Diamond and his wife, Faith Perlmutter Diamond, both major donors.

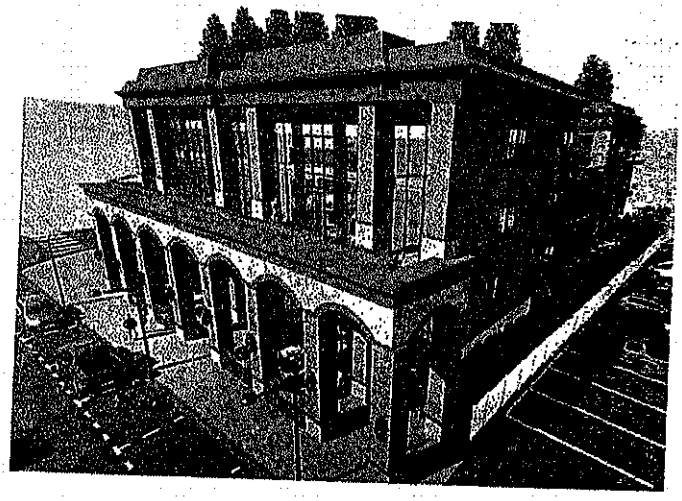
While he now lists his permanent address as Boca Raton, Florida, Diamond has been a familiar face in Red Bank development circles in recent years.



The former home of Mi Lupita's restaurant at 78 Bridge Avenue, where Warren Diamond gained approvals in 2023 to build 20 condominiums. The restaurant has moved to 193 Shrewsbury Avenue.

In 2023, he gained the Red Bank Planning Board's approval to turn several lots he purchased on Bridge Avenue, including the former home of the popular Mi Lupita's restaurant, into 20 condos. He later sold the property without starting construction.

The same Diamond-owned company, American Opportunity Fund LLC, also owns the property at the corner of Drs. James Parker Boulevard and Shrewsbury Avenue, where the nonprofit Thrive Red Bank broke ground in July on a housing project for neurodivergent adults. Thrive officials say he has no role in the organization other than owning the land on which it's being built.



A rendering of the 20-unit building Warren Diamond got approvals to build on Bridge Avenue in Red Bank before selling the project to another developer who plans to complete the project.

Diamond has been involved in multiple legal disputes over the past several decades, according to court records.

According to press accounts and legal filings in at least three lawsuits, Diamond, then named Warren Weissman, was convicted in 1986 of racketeering in a federal case that also involved people prosecutors alleged were connected to New York's Bonanno crime family.

In an interview with **redbankgreen**, and in his court filing last month, Diamond's attorney, Tim Moriarty, acknowledged the conviction and subsequent name change.

But he said as a young businessman running a moving/trucking business in 1980's New York City, avoiding entanglement with organized crime – or cooperating with law enforcement and then facing mafia retaliation – was almost impossible.

abusive litigation to seize control of assets worth up to $12–15 million.

Scott's 2023 lawsuit was ultimately dismissed with prejudice by a New Jersey court. A Florida attorney who represented Warren Diamond was disbarred after admitting she notarized a false certification submitted as evidence in the case.

Diamond's attorney, Tim Moriarty, called the previous disputes irrelevant to the Martelli lawsuit and a by-product of Diamond's business acumen. "He does all the financing, he's very good at it, and then people get greedy and don't want to live up to their obligations," he said.

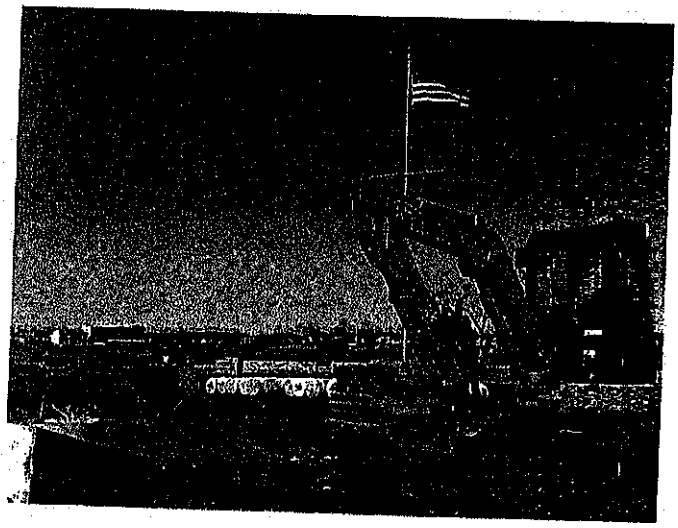
Martelli's attorneys, however, include their mention in lawsuit filings as evidence of what they describe as "a common scheme of embezzlement and forgery that the Diamonds appear to be recreating" in the Suneagles partnership.

Martelli says he knew nothing about Diamond's previous legal fights when he decided to take him on as a partner in the Fort Monmouth project – an assertion Diamond denies.

"Regrettably, I did not perform a background check on the Diamonds, which remains a major and obvious regret in my management of the Suneagles project," he states in his October affidavit.

Martelli is a longtime developer whose company, Martelli Signature Homes, has built hundreds of homes across Monmouth County since 1980.

State business records also list him as the manager of Monarch Excavation, a company awarded a $3.7 million contract in July by the Borough of Red Bank for the ongoing remake of Marine Park.



Monarch Excavation equipment on the job site at Red Bank's Marine Park. (Photo by Brian Donohue)

Martelli says he met Diamond in the fall of 2018, a year after Martelli had secured the rights to buy the historic Suneagles golf course for $5 million.

By March 2020, they had agreed to be equal partners in a half dozen entities tasked with revamping and managing the course and at least two restaurants, Tillinghouse and Ember & Eagle.



Suneagles Golf Club on the base of the former Fort Monmouth in Eatontown.

Among other financing, the jointly owned corporation Mulligan Golf secured a $13.9 million loan from BCB Bank in December 2022, court records show. That same year, Martelli's company broke ground on the Ridge at Suneagles townhomes, with records showing Martelli owning 100 percent of that project.

"However during this time, Warren was often unable to regulate his emotions, commonly made threats against me, principals of JCR who contractually managed the Suneagles Property," Martelli states in an affidavit.

He also charges Diamond repeatedly missed capital calls and sent "horrific" emails to BCB officials who eventually froze funding to the project. Martelli also alleges Diamond's felony conviction could put the business at risk of losing its liquor license.

Diamond denies those allegations. He says he was the one duped by Martelli, whom he now accuses in filings of engaging in "a multi-year pattern of fraud, forgery, self-dealing, misappropriation."

"I took several hundred thousand of my OWN. money back. (cq) Which I was allowed to do," reads a June 18, 2025 email from Diamond included as evidence in Martelli's lawsuit. "EVERYONE READ THIS AND DONT LET MAGIC MARTELLI AND HIS FAST TALKING FOOL YOU. HE IS THE KING OF MISDIRECTION."

On April 26, 2025, Martelli said he attempted to speak with Warren outside the Suneagles clubhouse.

"It was at this time that Warren intentionally drove a golf cart into me causing me to fall and sustain a concussion and head injury that required immediate medical attention," Martelli's sworn statement reads. "I specifically recall several patrons and employees coming to my aid as Warren drove off in his golf cart."

Gmail Alexis Gasiorowsk[redacted]

Martelli/Daimond

Derrick Scenn[redacted] Wed, Oct 28, 2026 at 8:43 AM
To:[redacted]

All,

I wish to advise you of a disturbing issue involving your respective litigants. Yesterday, I received an apparent anonymous mailing – addressed to me with no return address. The mailing contained a non-sensical and rambling memo (which is attached), along with approximately 50 pages of photocopied deeds, affidavits of title and various county clerk filings related to the Sun Eagles project. The mailing also contained a private investigator's report addressed to Mr. Moriarty dated in March of 2025. This report makes no mention of Tricert, but appears to be a review of Sal Martelli's financial position.

While the mailing was anonymous, I think it is clear that it came from Warren Diamond or was sent at his direction. Please do not insult my intelligence to suggest otherwise. The memo itself contains Faith Diamond's name and the investigator's report indicates that it was ordered by the Diamonds. Likewise, the purpose of the mailing is obvious – to suggest that my office, specifically one of my employees, improperly notarized or acknowledged Sal Martelli's signature eight times on various Sun Eagles documents. These allegations are completely baseless and not supported by any facts or the law regarding acknowledgments.

Given that Diamond did not sign the mailing or otherwise send any other letter, I can only conclude that the intent here was to harass and/or intimidate my office as it relates to our involvement in the Sun Eagles project. The timing of the mailing is also suspect in that we were recently asked to review Judge Fisher's order as to Unit 186 and the insurability thereof.

Let me be very clear – this thuggish behavior will not be tolerated! I have been an attorney for 31 years and an owner of this company for over 20 years. We do not take partisan sides in disputes. We report on title and determine insurability. In point of fact, we did not allow the closing of various units based on the Diamond claim. To now join us in the mud of this litigation shows a complete lack of understanding of what we do. This is not an episode of Mob Land. My office, my staff and I will not be intimidated or harassed in this way. I demand that this behavior not only stop but also be accounted for.

To that end, Trident has retained private outside legal counsel to review the mailing and refer it to the proper authorities. You should all be guided accordingly, and given that you are all officers of the court, I trust you will likewise advise your clients accordingly.

Derrick A. Scenna

[redacted]

[redacted]

www.TridentAbstract.com

Trident
Abstract Title Agency, LLC
www.tridentabstract.com

Warning - please read! WIRE FRAUD IS ON THE RISE.

***** Accepting wire instructions by email is dangerous, especially changes to those instructions. *****

Please note, I will NEVER send wiring instructions unsecured in the body of an email or as an attachment. When you receive wiring instructions from me please call to confirm the information is correct.

CONFIDENTIALITY NOTE:

The information contained in this electronic mail transmission and its attachments may be confidential and protected from disclosure. If the reader of this message is not the intended recipient (or an individual responsible for delivery of the message to such person), you are strictly prohibited from copying, disseminating or distributing this communication. If you have received this communication in error, please notify the sender immediately at 732-431-3134, and destroy all electronic, paper or other versions. The sender does not waive confidentiality in the event of any inadvertent transmission to an unauthorized recipient. Thank you.

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MUTUAL RELEASE AGREEMENT

THIS MUTUAL RELEASE AGREEMENT (the "Agreement") is entered into this 16 day of December 2025, by and between:

SELLER: Ridge at Suneagles LLC, a New Jersey limited liability company, with an address at 716 Newman Springs Road, Lincroft, New Jersey 07738 ("Seller"); and

BUYERS: [redacted]

Seller and Buyers may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Seller and Buyers entered into that certain The Ridge at Suneagles Condominium Subscription and Purchase Agreement dated March 27, 2024 ("Purchase Agreement") for the purchase and sale of Unit Monroe 184 Eagle Way, Eatontown, NJ 07724, Borough of Eatontown, Block 501, Lot 1.03, Qual: C0184 ("Unit"); and

WHEREAS, pursuant to the Purchase Agreement, Buyers paid deposit monies to Seller in the total amount of $270,000.00; and

WHEREAS, the parties acknowledge that Sellers have not been able to obtain clear title, and the closing date(s) sets forth in the Purchase Agreement have been delayed as a result of the filing of a Lis Pendens on the Subject Property and ongoing litigation related to a complaint filed in the Superior Court of New Jersey, County of Monmouth, Chancery Division captioned Warren Diamond and Faith Perlmutter Diamond vs. The Ridge at Sun Eagles, et. al . Docket No. MON-C-0050-25, and

WHEREAS, Sellers represent that they became aware of a letter to the Honorable Maria Zazzali-Hogan, inclusive of a Certification of Plaintiffs' attorney Timothy C. Moriarty., Esq., dated November 10, 2025 which makes certain allegations against Buyer and the integrity of the residential property known as The Ridge at Sun Eagles; and

WHEREAS, Parties desire to terminate the Purchase Agreement effective as the date of signature of this Release, and release each other from all obligations arising therefrom; and

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and the mutual promises, covenants, and obligations set forth herein, the undersigned parties (hereinafter referred to as the "Releasing Party" and the "Released Party," respectively, and collectively as the "Parties") do hereby agree as follows:

1. Termination of Purchase Agreement

The Parties agree that the Purchase Agreement is terminated as of the Effective Date.

2. Return of Deposit

2.1 Seller shall return to Buyers the full Deposit of $270,000.00 within five (5) business days of the Effective Date.

2.2 The Deposit shall be returned via wire transfer to:
(The buyers' counsel will supply encrypted wiring instructions to the escrow agent)

2.3 Seller shall instruct Trident Abstract Title Agency, LLC, to release the Deposit.

3. Mutual Release

3.1 Buyers release Seller from all claims relating to the Purchase Agreement or the Unit.

3.2 Seller releases Buyers from all claims relating to the Purchase Agreement or the Unit.

3.3 This is a full and final release of all known and unknown claims past, .present and future.

4. Representations and Warranties

Each Party represents that:

(a) It has full authority to execute this Agreement;
(b) This Agreement is binding and enforceable;
(c) No claims released herein have been assigned; and
(d) The Party enters into this Agreement freely and voluntarily.

5. No Admission of Liability
This Agreement does not constitute an admission of liability by either Party.

6. Confidentiality
The Parties shall keep this Agreement confidential except as required by law, and it is acknowledged by the parties that this Agreement may be relevant to the Chancery Division referenced above.

7. Cooperation
The Parties shall execute all documents necessary to carry out this Agreement.

8. Governing Law and Venue
This Agreement is governed by New Jersey law. Venue lies exclusively in Monmouth County, New Jersey. New Jersey shall have exclusive and continuing jurisdiction over the interpretation, validity and/or enforcement of this Agreement.

9. Attorneys' Fees
In the event of breach of any provision of this Agreement by any Party, the prevailing Party in any dispute shall be entitled to recover reasonable attorneys' fees.

10. Binding Effect
This Agreement binds and benefits the Parties and their successors and assigns.

11. Severability
If any provision is invalid, the remainder shall continue in effect.