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WARREN DIAMOND and FAITH PERLMUTTER DIAMOND, Plaintiffs, v. MARTELLI DEVELOPMENT GROUP, LLC, SALVATORE MARTELLI, individually, VERITAS GOLF, LLC and MULLIGAN GOLF, LLC, and THE RIDGE AT SUNEAGLES, LLC, Defendants.	SUPERIOR COURT OF NEW JERSEY MONMOUTH COUNTY-CHANCERY DIVISION DOCKET NO.: MON-C-50-25 Civil Action **ANSWER, COUNTERCLAIM, AND JURY DEMAND**

Defendants/Counterclaimants Martelli Development Group, LLC ("MDG"), Salvatore Martelli ("Martelli"), Veritas Golf, LLC ("Veritas"), and Mulligan Golf LLC ("Mulligan Golf") (collectively, the "Martelli Defendants"), by way of Answer to Plaintiff Warren Diamond and Faith Perlmutter Diamond's ("Plaintiffs") Complaint, hereby allege as follows:

ANSWERING "INTRODUCTION"

1. The Martelli Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint.

2. The Martelli Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the Complaint.

ANSWERING “THE PARTIES”

3. Admitted.

4. Admitted.

5. Admitted.

6. Admitted.

7. Admitted.

ANSWERING “BACKGROUND”

8. The Fort Monmouth Reuse and Redevelopment Plan speaks for itself, and Plaintiffs’ interpretation of it is denied. Likewise, the Fort Monmouth Economic Revitalization Act which established the Fort Monmouth Economic Revitalization Authority (“FMERA”) speaks for itself and Plaintiffs’ interpretation of it is denied.

9. Admitted but denied that any cause of action arose in Plaintiffs’ favor.

10. Admitted but denied that any cause of action arose in Plaintiffs’ favor.

11. Admitted but denied that any cause of action arose in Plaintiffs’ favor.

12. The agreement between MDG and Mulligan speaks for itself, and Plaintiffs’ interpretation of it is denied.

13. Admitted but denied that any cause of action arose in Plaintiffs’ favor.

14. Denied that the document annexed to the Complaint as **Exhibit A** is a legally binding agreement between Plaintiff Warren Diamond and Defendant Martelli, and leaves Plaintiffs to their proofs.

15. The document annexed to the Complaint as **Exhibit A** speaks for itself, and Plaintiffs’ interpretation of it is denied.

16. The document annexed to the Complaint as **Exhibit A** speaks for itself, and Plaintiffs’ interpretation of it is denied.

17. Denied that the document annexed to the Complaint as **Exhibit B** is a legally binding agreement between Plaintiff Warren Diamond and Defendant MDG, and leaves Plaintiffs to their proofs.

18. The document annexed to the Complaint as **Exhibit B** speaks for itself, and Plaintiffs' interpretation of it is denied. In addition, denied insofar as the document annexed to the Complaint as **Exhibit B** expressly states that the townhomes will be sold to Warren Diamond for $550,000.00 each, not $500,000.00 each.

19. Denied.

20. The document annexed to the Complaint as **Exhibit C** speaks for itself, and Plaintiffs' interpretation of it is denied.

21. Denied.

22. Denied.

23. The document annexed to the Complaint as **Exhibit C** speaks for itself, and Plaintiffs' interpretation of it is denied.

24. Denied.

25. Denied.

26. The document annexed to the Complaint as **Exhibit C** speaks for itself, and Plaintiffs' interpretation of it is denied.

27. Denied.

28. The allegations in Paragraph 28 of the Complaint state a legal conclusion to which no response is required. To the extent a response is required, denied.

29. The document annexed to the Complaint as **Exhibit D** speaks for itself, and Plaintiffs' interpretation of it is denied.

30. Denied.

31. Denied.

32. Denied.

33. The allegations in Paragraph 33 of the Complaint state a legal conclusion to which no response is required. To the extent a response is required, denied.

34. The allegations in Paragraph 34 of the Complaint do not require a response. To the extent a response is required, denied.

35. Denied that there was an agreement between the parties to sell two townhomes to Plaintiffs at the location of their choosing.

ANSWERING "COUNT ONE"
Declaratory Judgment

36. The Martelli Defendants repeat and allege their prior denials as if fully set forth herein.

37. The allegations in Paragraph 37 of the Complaint state a legal conclusion to which no response is required. To the extent a response is required, denied.

38. The allegations in Paragraph 38 of the Complaint do not require a response. To the extent a response is required, denied.

39. The allegations in Paragraph 39 of the Complaint do not require a response. To the extent a response is required, denied.

40. The allegations in Paragraph 40 of the Complaint do not require a response. To the extent a response is required, denied.

41. The allegations in Paragraph 41 of the Complaint do not require a response. To the extent a response is required, denied.

42. The allegations in Paragraph 42 of the Complaint do not require a response. To the extent a response is required, denied.

43. The allegations in Paragraph 43 of the Complaint do not require a response. To the extent a response is required, denied.

ANSWERING "COUNT TWO"
Specific Performance

44. The Martelli Defendants repeat and allege their prior denials as if fully set forth herein.

45. The Martelli Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45 of the Complaint and leave Plaintiffs to their proofs.

46. Denied.

47. Denied.

48. Denied.

49. The allegations in Paragraph 49 of the Complaint state a legal conclusion to which no response is required. To the extent a response is required, denied.

50. Denied.

ANSWERING "COUNT THREE"
Breach of the Implied Covenant of Good Faith and Fair Dealing

51. The Martelli Defendants repeat and allege their prior denials as if fully set forth herein.

52. The allegations in Paragraph 52 of the Complaint state a legal conclusion to which no response is required.

53. Denied.

54. The allegations in Paragraph 54 of the Complaint state a legal conclusion to which no response is required.

55. The allegations in Paragraph 55 of the Complaint state a legal conclusion to which no response is required.

56. The allegations in Paragraph 56 of the Complaint state a legal conclusion to which no response is required.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The Complaint fails to state a claim upon which relief may be granted.

Second Affirmative Defense

Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

Third Affirmative Defense

Plaintiffs' claims are barred, in whole or in part, by the applicable statutes of limitations.

Fourth Affirmative Defense

Plaintiffs' claims are barred, in whole or in part, by the doctrine of estoppel.

Fifth Affirmative Defense

Plaintiffs' claims are barred, in whole or in part, by the doctrine of waiver.

Sixth Affirmative Defense

Plaintiffs' claims barred, in whole or in part, by accord and satisfaction.

Seventh Affirmative Defense

Plaintiffs' claims are barred for failure to join necessary and indispensable parties.

Eighth Affirmative Defense

Plaintiffs' claims are barred, in whole or in part, by their failure to mitigate injury and their failure to mitigate damages.

Ninth Affirmative Defense

Plaintiffs' claimed damages are too remote and speculative to form the basis for relief.

Tenth Affirmative Defense

Plaintiffs' claimed damages are not permissible under New Jersey law and are inexplicably and impermissibly artificially inflated.

Eleventh Affirmative Defense

Plaintiffs' claims are barred, in whole or in part, as Plaintiffs are not the real party in interest.

Twelfth Affirmative Defense

Plaintiffs' claims are barred by the Entire Controversy Doctrine.

Thirteenth Affirmative Defense

Plaintiffs' claims are barred for lack of personal jurisdiction.

Fourteenth Affirmative Defense

Plaintiffs' claims are barred for a lack of subject matter jurisdiction.

Fifteenth Affirmative Defense

Plaintiffs' claims are barred by frivolous litigation.

Sixteenth Affirmative Defense

Plaintiffs' claims are barred by the Doctrine of Merger.

Seventeenth Affirmative Defense

Plaintiffs' claims are barred by the doctrine of *in pari delicto*.

Eighteenth Affirmative Defense

Plaintiffs' claims are barred by novation.

Nineteenth Affirmative Defense

Plaintiffs' claims are barred by the doctrine of unclean hands.

Twentieth Affirmative Defense

Plaintiffs' claims are barred by the statute of frauds.

Twenty-First Affirmative Defense

Plaintiffs' claims are barred by as the agreement under which Plaintiffs seek relief is a contract of adhesion.

Twenty-Second Affirmative Defense

Plaintiffs' claims are barred by their own conduct and/or their own negligence or the acts or omissions of third-parties.

Twenty-Third Affirmative Defense

Plaintiffs' claims are subject to setoff and recoupment and therefore must be reduced accordingly.

Twenty-Fourth Affirmative Defense

Plaintiffs' claims are barred because they failed to satisfy conditions precedent to any purported agreement between the parties.

Twenty-Fifth Affirmative Defense

Plaintiffs' claims are barred because Defendants are not liable to Plaintiffs based on the Doctrine of Impossibility of Performance.

Twenty-Sixth Affirmative Defense

Plaintiffs' Complaint must be dismissed and and/or limited, in whole or in part, because Plaintiffs lack standing to assert any claims.

Twenty-Seventh Affirmative Defense

Plaintiffs' Complaint must be dismissed and and/or limited, in whole or in part, because of bilateral or unilateral mistake.

Twenty-Seventh Affirmative Defense

Plaintiffs' Complaint must be dismissed and and/or limited, in whole or in part, because of impracticability.

Twenty-Eighth Affirmative Defense

Plaintiffs' Complaint must be dismissed and and/or limited, in whole or in part, because the alleged rights, claims and obligations that Plaintiffs seek to enforce against Defendants, could be remedied by money damages and specific performance is not appropriate.

Twenty-Ninth Affirmative Defense

Plaintiffs' Complaint must be dismissed and and/or limited, in whole or in part, because Plaintiffs have not suffered any damages as a result of any actions taken by the Martelli Defendants.

Thirtieth Affirmative Defense

Plaintiffs' Complaint must be dismissed and and/or limited, in whole or in part, because any obligations the Martelli Defendants may have had under the purported "agreements" are excused because the purpose of the "agreements" was frustrated.

Thiry-First Affirmative Defense

Plaintiffs' Complaint must be dismissed and and/or limited, in whole or in part, because any obligations the Martelli Defendants may have had under the purported "agreements" are excused due to lack of consideration.

WHEREFORE, the Martelli Defendants demand judgment against Plaintiffs, individually, severally, and jointly as follows:

A. Dismissing Plaintiffs' Complaint in its entirety;

B. For attorney's fees and costs; and

C. For such other further relief as the Court deems equitable and just.

Reservation Of Additional Defenses

The Martelli Defendants reserve the right to amend these affirmative defenses and to allege additional affirmative defenses as appropriate.

COUNTERCLAIM

The Martelli Defendants, by way of Counterclaim against Warren ("Warren") and Faith Perlmutter Diamond ("Faith") (collectively, "Plaintiffs") allege the following:

THE PARTIES

1. Martelli is an individual and resident of New Jersey, who resides at 8 Belvidere Road, Atlantic Highlands, New Jersey.

2. MDG is a Limited Liability Company formed under the laws of the State of New Jersey, with a principal place of business located at 716 Newman Springs Rd Ste 367 Lincroft, New Jersey.

3. Martelli is the sole and managing member of MDG.

4. Veritas Golf is a Limited Liability Company formed under the laws of the State of New Jersey, with a principal place of business located at 2000 Lowther Drive, Eatontown, New Jersey 07724.

5. Martelli is the sole and managing member of Veritas Golf.

6. Mulligan Golf is a Limited Liability Company formed under the laws of the State of New Jersey, with a principal place of business located in Eatontown, New Jersey.

7. Mulligan Golf's members consist of Veritas Golf (50%) and Birdie Golf (50%). Birdie Golf's members consist of Warren (99%) and Faith (1%).

8. Warren is an individual and resident of Monmouth County, New Jersey.

9. Faith is an individual and resident of Monmouth County, New Jersey.

BACKGROUND

10. On or around December 3, 2019, Warren sent Martelli an email which he characterized as "Memorandum of Agreement."

11. Paragraph 9 of that email states, "MDG will sell two finished and completed condominiums in the approved 60-unit project on the site to WD for 500 k each…The location of the 2 condominiums will be at the choice of WD. Close of these to [sic] condominiums will be at WD's choice but not later than when the project has sold and closed 80 percent of the project."

12. Paragraph 10 of that email states, "[t]here will be a more formalized agreements [sic] setting forth the terms in the memorandum of agreement "MOA" completed prior to closing."

13. This confirms that the parties never intended the December 3, 2019 email to control their business arrangement.

14. On February 1, 2020, Martelli, as managing member of MDG, signed a letter stating that "Martelli will sell two finished and completed condominiums in the approved 60-unit project on the Megill [sic] Housing site to Diamond for FIVE HUNDRED AND FIFTY THOUSAND DOLLARS AND 00/100 ($550,000.00 each)…The location of the two (2) townhouses will be at the choice of Diamond. Close of these two (2) townhomes will be at Diamond's choice ***but no later than*** when the project has sold and closed 80 percent of the project" (emphasis added).

15. Accordingly, the parties never agreed that specific units would be sold to Warren, and the price of the units changed between the December 2019 email and the February 1, 2020 letter.

16. Moreover, it is clear from the "terms" of this February 1 2020 letter that Martelli was permitted, if not encouraged, to freely engage in contracts with other potential purchasers.

17. In or around November 2021, ownership of all townhome units was deeded to co-defendant The Ridge at Suneagles.

18. On November 22, 2023, Warren emailed relator Bobby Layton, copying Martelli and others, stating, inter alia, "we will accept Unit 186 the corner unit for 850k including my extras for that price. We will sign a contract and give a 10 percent deposit. We will close as per our agreement ***<u>when 80 percent are sold and closed.</u>***" (emphasis added).

19. In doing so, Warren conceded that the "terms" of the February 1, 2020 letter were non-final and negotiable. He further confirmed that he misunderstood the "terms" of the February 1, 2020 letter, which required him to close ***before*** 80 percent of the units were sold and closed, not ***when***.

20. Though Warren has now characterized this as an "attempt to close" on units 184 and 186 Eagle Way, ***Unit 184 is not mentioned in his correspondence at all***, and, at best, he made some amorphous pledge to close at some later, future, contingent date. That is far from honoring the "terms" of the February 1, 2020 letter which require him to actually close before 80 percent of

the units are sold.

21. Accoridngly, Warren conceded that he did not intend to be bound by the language of the February 1, 2020 letter, making it unreasonable to expect anyone else to be bound by it.

22. Upon information and belief, neither of the Plaintiffs made any further attempts to put in an offer, pay a deposit, or otherwise proceed to closing on any units, other than by instituting this litigation in March 2025.

23. Notably, the Complaint itself makes no mention of Units 184 or 186. Upon information and belief, it was not until April 2025 that Plaintiffs made a claim to those units.

24. At no time have Plaintiffs demonstrated they have the desire or ability to actually close on any of the units. Upon information and belief, they are simply posturing to harm Martelli.

25. In any event, none of the Martelli Defendants own the townhomes, and cannot convey them to Plaintiffs even if they established some contractual entitlement to them.

Plaintiffs' Interference With Unrelated Loans and Defamatory Statements About Martelli

26. Plaintiffs filed their Complaint in this action on March 17, 2025.

27. On or about March 18, 2025, Plaintiffs recorded *lis pendens* against all 60 units in the development. The Lis Pendens encumbered and colored title to more than 170 acres of developed and undeveloped residential units which comprise The Ridge at Suneagles.

28. Starting on March 27, 2025, Warren sent unsolicited email communications to James Vaccaro, the Vice President of Manasquan Bank, with the intent to harm Martelli.

29. Specifically, Warren wrote to Vaccaro and advised him that he was "compelled" to tell him that he had placed a *lis pendens* on the entirety of the Ridge at Sun Eagles project, and that he will ask his attorney Mr. Moriarty to keep Vaccaro "informed of all future developments."

30. Manasquan Bank is signatory to a $7.850 million dollar construction loan with the Ridge at Suneagles (the "Ridge"). Martelli is the sole owner and managing member of the Ridge. Neither the Plaintiffs nor any of the entities of which they have a controlling interest are party to

that construction loan or are otherwise involved in the loan agreement or relationship with Manasquan Bank.

31. On April 21, 2025, the court entered its Order directing Plaintiffs to immediately discharge the *lis pendens* on the eight (8) Units listed in the April 21, 2025 Order (the "Order").

32. The Order also included restraints against Plaintiffs prohibiting them from doing anything to interfere with Martelli's property or business pending further order of the Court.

33. Upon information and belief, Plaintiffs did not immediately take the steps necessary to discharge the *lis pendens* on the eight (8) units.

34. Therefore, Martelli paid his title company, Trident Abstract, to obtain a certified copy of the Order and record it.

35. By email dated April 21, 2025 (the same day that the Court entered its Order granting temporary injunctive relief including restraints against Plaintiffs prohibiting them from doing anything to interfere with Martelli's property or business) Warren again wrote to Vaccaro.

36. In the email, Warren provided the following unsolicited information with the intent of harming Martelli: "The 8 units were released by Judge Mara Zazzali [sic] Hogan and the Bank can get their construction money back on the closings. However, Sal has collected all the monies due on [Unit] 148 so he will have to come out of pocket to pay you for that unit. The entire rest of the Ridge project is tied up with the lis pendens as of now. There are other liens my attorney is recommending to be filed as well…I am just keeping you apprised of the situation."

37. Again, Warren has zero involvement with the Manasquan Bank loan and had no ostensible reason to send the email other than to harm Martelli.

38. In an email dated May 5, 2025, Warren again wrote to Vaccaro and stated that Trident Abstract, the title company used to record the Order, "illegally filed to remove the entire lis pendens in violation of the judge's order."

39. Of course, Trident had simply recorded a certified copy of the Order exactly as it was written by the Court.

40. Warren then advised Vaccaro as follows:

> My attorney was told by the clerk that the judge will deal with what Mr. Martelli and Trident did on May 9th.[1] I can assure you that if the judge does not dismiss the entire case there will be a lien on the property. My attorney tells me that the judge will be very upset with the complete removal of the lis pendens by Tridents[sic] filing in direct contravention of her order. There is a motion for reconsideration and the Trident's removal of the Lis Pendens was premature. I am expecting them to be sanctioned.

41. On June 25, 2025, Warren again wrote to Vaccaro, stating, "[t]here is a strong possibility that my attorneys will be filing other complaints pursuant to agreements that Sal has violated. That will not only tie up my two units 186 and 184 but all the collateral he has listed in our agreements. You should ask Mr. Martelli about those agreements if he has not disclosed it. It involves the Ridge amongst other Martelli assets as part of the collateral for a default. Guide yourself accordingly."

42. Perhaps to bolster his false statements to Manasquan Bank, Warren sent Vaccaro a copy of the Certification prepared by and certified to by Plaintiffs' attorney Mr. Moriarty dated June 25, 2025.

43. These false allegations against Martelli were made for no purpose other than to harm his reputation, interfere with the Manasquan Construction loan and Martelli's ability to borrow from Manasquan in the future, and impair Martelli's ability to operate his business – all in direct contravention of the restraints imposed by the Court in its Order.

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[1] Upon information and belief, in this email, Warren was representing that his counsel had an *ex parte* communication with Judge Zazzali-Hogan's law clerk, in which she told him that the "judge will deal with what Mr. Martelli and Trident did on May 9th." The Martelli Defendants find it very difficult to believe that this conversation occurred and certainly not as Warren suggests.

44. As a result of Warren's conduct, Manasquan Bank did in fact issue a Reservation of Rights letter advising that Plaintiffs' *lis pendens* constitutes a default of Martelli's loan obligations.

45. In or around the same time, Warren also defamed Martelli across several bizarre and harassing email exchanges with Martelli's son, Sal Jr., and employee, Michael Dailey.

46. In a colorful email sent on April 24, 2025, Warren accused Martelli of being a "sociopath." He further stated that Martelli is Sal Jr.'s "classless father" with a "drunken girlfriend." He further asserted that Martelli engages in "constant bullying" in an "abusive manner" to "distract us from his "thievery."

47. This is but one example of many harassing and defamatory emails sent by Warren to Martelli, his family, employees, and business partners.

48. Ultimately, Warren confirmed that his intention in bringing this litigation is to "tie up [Martelli's] property for a long time" and force him to incur legal fees, when on April 16, 2025, he wrote:

> I hope the judge frees up your 8 units. To give you some small win. Because your property is going to be tied up for a long time until you come to terms with yourself…You are going to end up giving me two good units of my choice. You are now going to pay 200K in legal bills for all this as well. There will be no settlement unless it's for 2 units of my choice, top shelf selection and all for 550K. Now you will pay my legal fees as well. I CAN NOT BELIEVE YOU ARE SUCH A MORON!!!! This is a minor skirmish about your 8 units. It's a battle not a war. You are going to lose the war….I just hired the best lawyers in NJ. I get it, you have nothing to lose except legal fees. That's your MO. Make a deal and chisel. My new lawyers are real expensive and you will be paying. Just wait….

COUNT ONE
Declaratory Judgment
(Against Plaintiffs)

49. The Martelli Defendants repeat and reallege each and every paragraph contained above as though set forth fully herein.

50. The Declaratory Judgments Act, N.J.S.A. 2A:16-51 et seq., authorizes courts to declare rights, status, and other legal relations so as to afford litigants relief from uncertainty and insecurity.

51. To maintain such an action, there must be a "justiciable controversy" between adverse parties, and the plaintiff or counterclaim plaintiff must have an interest in the suit.

52. There is a present justiciable controversy between Plaintiffs and the Martelli Defendants concerning:

(a) whether there is a legally enforceable agreement which would compel the Martelli Defendants to provide Plaintiffs with the requested relief, including but not limited to contracts for Units 184 and 186;

(b) If the Court finds a legally enforceable agreement exists between Plaintiffs and the Martelli Defendants which requires the Martelli Defendants to sell two specific units to Plaintiffs, whether the Martelli Defendants can be ordered to provide Plaintiffs the relief they seek when they do not own the townhomes which are the subject of Plaintiffs' Complaint; and

(c) If the Court does find a legally enforceable agreement exists between Plaintiffs and the Martelli Defendants which would somehow compel the Martelli Defendants to provide the requested relief, whether Plaintiffs met the conditions precedent to that "agreement" when they failed to identify the two units to which they claim entitlement, failed to make an offer, failed to pay a deposit, or otherwise take the steps necessary to close on any units.

53. The Martelli Defendants have no adequate remedy at law.

WHEREFORE, the Martelli Defendants seek a declaratory judgment that:

(a) There is no legally enforceable agreement which would compel the Martelli Defendants to provide Plaintiffs with the requested relief;

(b) That the Martelli Defendants cannot be ordered to provide Plaintiffs the relief they seek when they do not own the townhomes which are the subject of Plaintiffs' Complaint; and that

(c) Plaintiffs failed to meet the conditions precedent to warrant the relief they seek.

COUNT TWO
Breach of Contract
(Against Plaintiffs)

54. The Martelli Defendants repeat and reallege each and every paragraph contained above as though set forth fully herein.

55. Plaintiffs have alleged that the February 1, 2020 letter is a valid and enforceable contract which obligates the Defendants, including the Martelli Defendants, to comply with its terms by "consumm[ating] the sale of the two townhomes to Plaintiffs."

56. The Martelli Defendants expressly deny that there is a contractual agreement obligating them (or any other party) to transfer or convey any townhome units to Plaintiffs.

57. However, if the Court finds otherwise, and declares that the February 1, 2020 letter constitutes a valid and enforceable contract, and that the Martelli Defendants have some obligations under it, then the Martelli Defendants have met all of their obligations under that agreement.

58. Conversely, Plaintiffs failed to meet the conditions precedent to the February 1, 2020 letter by failing to identify the two units to which they claim entitlement, and by failing to make an offer, pay a deposit, demonstrate that they have the ability to close, or otherwise take the steps necessary to close on any units.

59. Accordingly, Plaintiffs breached the terms of the February 1, 2020 letter by failing to satisfy its conditions precedent.

60. As a direct and proximate result of Plaintiff's' breach, the Martelli Defendants sustained damages in an amount to be determined at trial and are entitled to all remedies at law and in equity.

WHEREFORE, the Martelli Defendants demand judgment against Plaintiffs as follows:

a) An Order terminating/rescinding/reforming the February 1, 2020 letter "agreement;"

b) Compensatory damages;

c) Consequential damages;

d) Punitive damages;

e) Costs of suit;

f) Attorneys' fees; and

g) For such other and further relief the Court deems just and proper.

COUNT THREE
Tortious Interference With Prospective Economic Advantage
(Against Plaintiffs)

61. The Martelli Defendants repeat and reallege each and every paragraph contained above as though set forth fully herein.

62. The Martelli Defendants expressly deny that they have the obligation or even the ability to sell or transfer the townhome units to anyone as they do not own them.

63. However, if the Court finds that they do have such an obligation or ability, Plaintiffs have intentionally interfered with their ability to do so by filing this lawsuit and by recording *lis pendens* against the units.

64. This interference damaged the Martelli Defendants.

WHEREFORE, the Martelli Defendants demand judgment against Plaintiffs as follows:

a) Compensatory damages;

b) Consequential damages

c) Costs of suit;

d) Attorneys' fees; and

e) For such other and further relief the Court deems just and proper.

f) Attorneys' fees; and

For such other and further relief the Court deems just and proper

COUNT FOUR
Malicious Abuse of Process
(Against Plaintiffs)

65. The Martelli Defendants repeat and reallege each and every paragraph contained above as though set forth fully herein.

66. In instituting this action and then engaging in a "further act" by filing *lis pendens* against the entire 60+ unit townhome development, when, at best, Plaintiffs had a claim to two unspecified units, Plaintiffs made an improper, illegal, and perverted use of the legal procedure that was not authorized by law.

67. Plaintiffs had an ulterior motive in initiating the legal process; namely, to maliciously inflict harm upon Martelli by harming his business and reputation and burdening him with the emotional and financial expense of litigation.

68. As a result of Plaintiffs' malicious abuse of process, the Martelli Defendants have been harmed.

WHEREFORE, the Martelli Defendants demand judgment against Plaintiffs as follows:

a) Compensatory damages;

b) Consequential damages

c) Costs of suit;

d) Attorneys' fees; and

e) For such other and further relief the Court deems just and proper.

JURY DEMAND

The Martelli Defendants demand a trial by jury on all issues subject to trial.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, notice is hereby given that Layne Feldman, Esq., of the law firm of Ansell Grimm and Aaron, P.C., is hereby designated as trial counsel on behalf of the Martelli Defendants in the within matter.

CERTIFICATION PURSUANT TO RULE 1:38-7(c)

Pursuant to Rule 1:38-7(c), I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

CERTIFICATION OF NO OTHER PARTIES/ACTIONS

I, Layne A. Feldman, Esq., attorney for the Martelli Defendants in the within action, hereby certify that to the best of my knowledge that the matter in controversy is not the subject of any other action pending in any court or any arbitration proceeding and no other action or arbitration proceeding is contemplated, with the exception of a contemplated Law Division action. Further, I know of no other party who should be joined in this action.

REQUEST PURSUANT TO RULE 4:18-2

The Martelli Defendants demand that Plaintiff furnish the undersigned counsel true and accurate copies of any and all documents and papers referred to in Plaintiffs' Complaint that are not annexed thereto nor recited verbatim and in full therein, within five days, pursuant to Rule 4:18-2.

Dated: Woodland Park, New Jersey
September 10, 2025

ANSELL GRIMM & AARON, P.C.

By: *s/ Layne A. Feldman*
Layne A. Feldman, Esq.

Attorneys for Defendants and Counterclaimants Martelli Development Group, LLC, Salvatore Martelli, Veritas Golf, LLC, and Mulligan Golf LLC