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CG #

DEBORAH ONOFRIETTI,

Plaintiff,

v.
ROBERT ONOFRIETTI, an individual,
and SHORE HOME LOANS, a New
Jersey corporation,

Defendants.

SUPERIOR COURT OF NEW JERSEY

ESSEX COUNTY: LAW DIVISION

DOCKET NO. L-2648-17

Civil Action

**COMPLAINT &
JURY DEMAND**

DEBORAH ONOFRIETTI, complaining of the Defendants, says:

1. At all times herein relevant she has resided at 4 Domessina Lane, Apt. 3D, Borough of Caldwell, County of Essex, State of New Jersey ("the Property").
2. Her husband, Salvatore Onofrietti, was the owner of the Property.
3. Defendant Robert Onofrietti is an individual residing at 233 Medjay Lane, Township of Toms River, County of Ocean, State of New Jersey.
4. Robert Onofrietti is the principal of Shore Home Loans, with a principal place of business at 2494 Moore Road, Township of Toms River, County of Ocean, State of New Jersey.
5. Robert Onofrietti is the nephew of Salvatore Onofrietti.
6. Shore Home Loans is in the business of brokering home mortgage loans.

7. On or about March 26, 2014 Shore Home Loans assisted Salvatore Onofrietti in obtaining a home equity line of credit (HELOC) on the Property.
8. On or about May 12, 2014 Salvatore Onofrietti agreed to withdraw \$65,000 from the HELOC and to lend said money to Robert Onofrietti and Shore Home Loans (collectively “the Defendants”). This transaction is referred to herein as “the Loan.”
9. Salvatore Onofrietti died on March 4, 2015.
10. Upon the death of Salvatore Onofrietti sole ownership of the Property passed to Deborah Onofrietti.
11. Neither Salvatore nor Deborah Onofrietti ever used the HELOC except for the \$65,000 loan to Defendants.
12. From the inception of the Loan Defendants have made payments on the loan, comprised exclusively or primarily of minimum required monthly payments.
13. Accordingly the balance due on the Loan and the HELOC now exceeds \$65,000.
14. Deborah Onofrietti and Defendants reached an agreement with respect to Defendants’ paying the principal sum due on the HELOC and executed a Settlement Agreement memorializing the terms agreed upon.
15. A copy of the Settlement Agreement is annexed to this Complaint and its terms incorporated herein.
16. Defendants have breached the Settlement Agreement as follows:
 - a. They failed to pay the entire sum due on the HELOC by March 1, 2017.
 - b. Despite repeated requests by Deborah Onofrietti, they failed and refused to advise her of the sources they intended to use to pay the HELOC or the status of their efforts to secure financing to pay the HELOC.

17. The Settlement Agreement provides that Defendants are jointly and severally liable for all fees and costs incurred by Deborah Onofrietti on account of their material breach of the Settlement Agreement.

WHEREFORE Plaintiff, Deborah Onofrietti requests judgment against Defendants Robert Onofrietti and Shore Home Loans as follows:

- A. Requiring Defendants to pay the full amount due on the HELOC;
- B. Requiring Defendants to pay all fees and costs reasonably incurred by Deborah Onofrietti because of their breach of the Settlement Agreement;
- C. For such other relief as the Court may deem appropriate.

DESIGNATION OF TRIAL COUNSEL

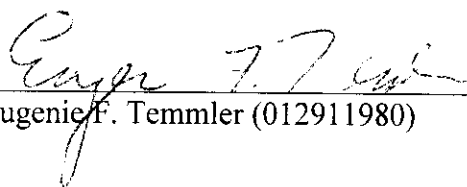
Plaintiff designates Eugenie F. Temmler, Esq. as trial counsel.

R. 4:5-1 CERTIFICATION

This matter is not the subject of any other action pending in any court or any pending arbitration proceeding, and no such action or arbitration proceeding is contemplated. Plaintiff knows of no other parties who should be joined in the action.

Rabner Baumgart Ben-Asher & Nirenberg, P.C.
Attorneys for Plaintiff

Dated: April 5, 2017


By: Eugenie F. Temmler (012911980)

5. Paragraph 8 of the Settlement Agreement provides that if Deborah Onofrietti applies to the court to seek entry of judgment against Defendants, Defendants “will not and cannot raise any defense to such application except that default did not occur.”
6. This Certification and the Certification of Deborah Onofrietti submitted with this motion shows that default has occurred.
7. I therefore request the Court to permit this matter to proceed as a summary action pursuant to N.J. Rule 4:67-1(b).

I hereby certify that the foregoing statements by me are true. I am aware that if any of the foregoing statements by me are willfully false I am subject to punishment.

Dated: April 5, 2017



EUGENIE F. TEMMLER

ESSEX COUNTY CIVIL DIVISION
SUPERIOR COURT OF NJ
465 MARTIN LUTHER KING JR BLVD
NEWARK NJ 07102

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 776-9300
COURT HOURS 8:30 AM - 4:30 PM

DATE: APRIL 17, 2017
RE: ONOFRIETTI VS ONOFRIETTI
DOCKET: ESX L -002648 17

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEPENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON GRACE SPENCER

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002

ATT: (973) 776-9300.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: EUGENIE F. JEMMELER
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UPPER MONCLAIR NJ 07043

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