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*Attorneys for Plaintiff(s)*

**MATEUS GONTIJO,**  
Plaintiff(s),

vs.

**RONALDO JOSE MARTINS; ANDREA  
CARLA MARTINS; BRAZIL TRAVEL;  
EZ-TECH SOLUTIONS; CELI ZARRATE;  
INTERMEZZO, INC.**

Defendant(s).

**SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION-  
GENERAL EQUITY PART**

**MONMOUTH COUNTY**

**DOCKET NO.: C-261-04**

Civil Action

**FIRST AMENDED VERIFIED  
COMPLAINT**

Plaintiff, Mateus Gontijo, 295 Broadway, 2nd Floor, Long Branch, New Jersey, 07740, by way of verified complaint against the defendants, says:

**FIRST COUNT**

1. Plaintiff, Mateus Gontijo, is 23 years old. For about seven years he has worked about 12 hours a day, 6 or more days a week, installing hard wood floors. From this work he has managed to save some money to invest.

2. In July, 2004, he wanted to invest about \$33,571.00 in a bakery business in Brasilia, Brazil. To this end, on July 19, 2004, he went to defendant **EZ-TECH SOLUTIONS** located at 8 Memorial

Parkway, Long Branch, New Jersey for the purpose of effectuating a wire transfer of \$33,571.00 to a bank in Brazil to invest in this bakery business. The Owner of this business is defendant **CELI ZARRATE**.

3. On July 19, 2004, plaintiff deposited with defendants **RONALDO JOSE MARTINS; ANDREA CARLA MARTINS; BRAZIL TRAVEL; INTERMEZZO, INC.; EZ-TECH SOLUTIONS and/or; CELI ZARRATE** \$33,571.00 for this wire transfer. Said monies were placed in the custody of an **EZ-TECH SOLUTIONS** employee named, "Thiago." Plaintiff was assured by Thiago that said monies would be deposited in the stated bank in Brazil within 2 days. Plaintiff was given a receipt of this transaction, a true and exact copy of which is attached hereto as "Exhibit 1."

4. Defendants **RONALDO JOSE MARTINS; ANDREA CARLA MARTINS; BRAZIL TRAVEL; INTERMEZZO, INC.; EZ-TECH SOLUTIONS and/or; CELI ZARRATE** took plaintiff's \$33,571.00 for this wire transfer but failed to wire the money to Brazil as agree upon and contrary to explicit representations. Instead, defendants **RONALDO JOSE MARTINS; ANDREA CARLA MARTINS; BRAZIL TRAVEL; INTERMEZZO, INC.; EZ-TECH SOLUTIONS and/or; CELI ZARRATE** unlawfully took plaintiff's \$33,571.00 and have failed to wire it as they were supposed to and have also failed to return it to plaintiff.

5. Defendants **RONALDO JOSE MARTINS; ANDREA CARLA MARTINS;**

BRAZIL TRAVEL; INTERMEZZO, INC.; EZ-TECH SOLUTIONS and/or; CELI ZARRATE have made numerous representations and assurances to plaintiff that they would return his \$33,571.00, yet they have failed to do so.

6. RONALDO JOSE MARTINS; ANDREA CARLA MARTINS; BRAZIL TRAVEL; INTERMEZZO, INC.; EZ-TECH SOLUTIONS and/or; CELI ZARRATE have made numerous admissions of liability in this matter, including but not limited to direct admissions to plaintiff that they are at fault and will pay him back, as well as in an e-mail which was published in the *Latino USA Newspaper* on August 5, 2004. Said Article is attached hereto as "Exhibit 2." In this published e-mail, among other things, defendant RONALDO JOSE MARTINS admits:

*We are informing our clients and agents that we will be closed temporarily due to an internal administration error, resulting in a very large monetary deficit in our financing department.*

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*We are conscious of the disturbances that this situation is causing to our clients and we lament how you have been affected.*

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*I, Ronaldo Jose Martins, President of Inter Meso, assure that shortly the situation will be resolved and that all of the transactions will be repaired without prejudice to our clients.*

7. Upon information and belief, Ronaldo Martins and his wife Andrea Carla Martins are the principals of Brazil Travel and are

both involved in and responsible for the wire transfer scam complained of herein.

8. Upon information and belief, defendants **RONALDO JOSE MARTINS; ANDREA CARLA MARTINS; BRAZIL TRAVEL; INTERMEZZO, INC.** have limited assets in the State of New Jersey and are in the process of liquidating same for the purpose of absconding with same. Plaintiff has reason to believe that defendants **RONALDO JOSE MARTINS; ANDREA CARLA MARTINS; BRAZIL TRAVEL; INTERMEZZO, INC.** are financially troubled and are in the process of absconding.

9. Plaintiff has reason to believe that defendants **RONALDO JOSE MARTINS; ANDREA CARLA MARTINS; BRAZIL TRAVEL; INTERMEZZO, INC.** have assets including real estate.

10. It is also plaintiff's understanding that defendants **RONALDO JOSE MARTINS; ANDREA CARLA MARTINS; BRAZIL TRAVEL; INTERMEZZO, INC.** have outstanding receivables currently due and owing.

11. The defendants jointly and severally have breached a contract with plaintiff, committed common law fraud, have violated the New Jersey Consumer Fraud Act and the plaintiff has suffered damages as a direct result.

**WHEREFORE,** the plaintiff demands judgment against the defendants jointly and severally for the amount due together with trebled damages, punitive damages, interest, lodestar enhanced

attorney's fees, and costs of suit.

**SECOND COUNT**

1. Each and every allegation of the prior counts are incorporated as if set forth at length herein.

2. Defendants violated the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., and the regulations promulgated thereunder, by the facts alleged herein including but not limited to taking \$33,571.00 from the plaintiff in order to wire it to a bank in Brazil, failing to so wire it and instead unlawfully taking the money for their own use, said conduct constituting an unconscionable commercial practice, having resulted in ascertainable loss to the plaintiff.

3. As a result of the aforesaid acts and omissions, all defendants are liable to plaintiffs under the New Jersey Consumer Fraud Act and all other applicable laws.

**WHEREFORE**, the plaintiff demands judgment against the defendants jointly and severally for the amount due together with trebled damages, punitive damages, interest, lodestar enhanced attorney's fees, and costs of suit.

**THIRD COUNT**

1. Each and every allegation of the prior counts are

incorporated as if set forth at length herein.

2. As a result of the aforesaid acts and omissions, all defendants are liable to plaintiffs in breach of contract, breach of their duty of good faith and fair dealing, common law fraud and/or negligence including negligent hiring and/or supervision of unfit employee(s). Defendants agreed to wire said monies to Brazil, taking a minimal fee and profiting from the exchange rate. Instead defendants, or any one of them, failed to so wire the money and instead in effect stole it or caused it to be stolen from plaintiff.

**WHEREFORE,** the plaintiff demands judgment against the defendants jointly and severally for the amount due together with trebled damages, punitive damages, interest, lodestar enhanced attorney's fees, and costs of suit.

**TRIAL COUNSEL DESIGNATION**

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, GERALD H. CLARK, ESQ. has been designated as trial counsel in the within action.

**CERTIFICATION PURSUANT TO RULE 4:5-1**

To the best of my knowledge, information and belief, there is no other action pending about the subject matter of this Complaint in any court or arbitration proceeding, nor are there any other persons who should be added as parties to this matter, nor are

there any other actions contemplated.

**LYNCH ♦ MARTIN**

By: \_\_\_\_\_  
GERALD H. CLARK

DATED: August 20, 2004

**VERIFICATION**

MATEUS GONTIJO, of full age, upon his Certification, says:

1. I am the plaintiff in this action.
2. I have read the foregoing Verified Complaint, and I hereby certify that all allegations contained therein are true and correct, except those made upon information and belief.

\_\_\_\_\_  
MATEUS GONTIJO

DATED: