

**NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court." Although it is posted on the internet, this opinion is binding only on the parties in the case and its use in other cases is limited. R. 1:36-3.

**SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-3095-20**

STEPHEN N. NORTH,

Plaintiff-Respondent,

v.

ANTHONY EMPOSIMATO,

Defendant-Appellant.

Submitted June 1, 2023 – Decided June 8, 2023

Before Judges Mayer and Fisher.

On appeal from the Superior Court of New Jersey, Law
Division, Morris County, Docket No. L-2332-18.

Anthony Emposimato, appellant pro se.

Bressler, Amery & Ross, attorneys for respondent
(Nikolas S. Komyati, Edward A. Velky, and Ross A.
Fox, on the brief).

PER CURIAM

In 2013 and 2014, plaintiff Stephen N. North made four short-term loans,
in the collective amount of \$140,000, to defendant Anthony Emposimato. These

loans and defendant's obligation to repay the principal with interest, together with reasonable attorneys' fees incurred by plaintiff in seeking collection, were memorialized in writing and signed by the parties. Defendant defaulted and later acknowledged his default in writing.

Plaintiff commenced suit to collect this debt. Judge Robert J. Brennan conducted a two-day bench trial, during which the parties and three other witnesses testified. Judge Brennan rendered a few weeks later an oral decision containing his findings of fact and conclusions of law. The judge found that defendant owed the principal amount plus interest, and he rejected defendant's assertion that plaintiff had forgiven the debts. The judgment eventually entered awarded plaintiff \$170,349.42 in principal and interest, and \$80,627.96 in attorneys' fees and costs.

Defendant appeals, arguing in his first point that plaintiff "did not perform in accordance with the agreements [and] [t]here was no money that was given" to him, and in a second point that "[a] new cont[r]act was formed and the loans were forgiven."

Considering our standard of review, which bars our "overturn[ing] [a] trial court's factfindings unless [they are] 'manifestly unsupported' by the 'reasonably credible evidence' in the record," Balducci v. Cige, 240 N.J. 574, 595 (2020)

(quoting In re Tr. Created By Agreement Dated Dec. 20, 1961, 194 N.J. 276, 284 (2008)), we conclude, after close examination of the record, that Judge Brennan's factfindings are firmly anchored to the credible evidence and, therefore, command our acceptance and deference. And, while the interpretation of a contract is generally subject to de novo review, Kieffer v. Best Buy, 205 N.J. 213, 222-23 (2011), the loan documents admitted in evidence clearly and unambiguously established defendant's liability to repay plaintiff. There being no credible evidence that plaintiff forgave the loans in whole or in part, we reject defendant's arguments and affirm substantially for the reasons set forth in Judge Brennan's thoughtful and cogent oral decision.

Affirmed.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.



CLERK OF THE APPELLATE DIVISION