

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

DLC CAPITAL MANAGEMENT, LLC, a
Delaware Limited Liability Company,

CASE NO. 2023-028826-CA-01

Plaintiff,

v.

INSPIRATA MANAGEMENT COMPANY
LLC a/k/a THE INSPIRATA GROUP, LLC,
a Delaware Limited Liability Company;
SCALAA, LP, a Delaware Limited Liability
Partnership; TAGS 7, LLC, a Delaware
Limited Liability Company; ANDREA
D’ALESSIO, JR.; ANTHONY IANNUZZI;
and ERIK PETERSON,

Defendants.

VERIFIED AMENDED COMPLAINT

Plaintiff, DLC CAPITAL MANAGEMENT, LLC, by and through undersigned counsel, sues Defendants, INSPIRATA MANAGEMENT COMPANY, LLC a/k/a THE INSPIRATA GROUP, LLC, SCALAA, LP, TAGS 7, LLC, ANDREA D’ALESSIO, JR., ANTHONY IANNUZZI, and ERIK PETERSON, and alleges the following:

ALLEGATIONS COMMON TO ALL COUNTS

1. This is an action, amongst other things, for monetary relief regarding an amount in controversy exceeding \$50,000, exclusive of interest, court costs and attorneys’ fees, which is within the subject matter jurisdiction of the Court. Plaintiff also seeks injunctive relief and other non-monetary relief with respect to the actions and/or omissions by the Defendants.

2. Plaintiff, DLC CAPITAL MANAGEMENT, LLC (“DLC”), is a limited liability

company organized and existing under Delaware law, which is authorized to conduct business in the State of Florida, including Miami-Dade County, Florida.

3. Defendant, INSPIRATA MANAGEMENT COMPANY LLC a/k/a THE INSPIRATA GROUP, LLC (“Inspirata”), is a limited liability company organized and existing under Delaware law, which is authorized to conduct business in the State of New York and the State of Florida, including Miami-Dade County, Florida.

4. Defendant, SCALAA, LP, (“Scalaa”), is a limited partnership organized and existing under Delaware law, which is authorized to conduct business in the State of Florida, including Miami-Dade County, Florida.

5. Defendant, TAGS 7, LLC (“Tags”), is a limited liability company organized and existing under Delaware law, which is authorized to conduct business in the State of Florida, including Miami-Dade County, Florida.

6. Defendant, ANDREA D’ALESSIO, JR. (“D’Alessio”), is an individual residing in Miami-Dade County, Florida, who is otherwise *sui juris*.

7. Defendant, ANTHONY IANNUZZI (“Iannuzzi”), is an individual residing in Miami-Dade County, Florida, who is otherwise *sui juris*.

8. Defendant, ERIK PETERSON (“Peterson”), is an individual residing in Hicksville, New York, who is otherwise *sui juris*.

9. Personal jurisdiction over the Defendants exists under Florida Statute Section 48.193 based on the Defendants’ continuous activities, which are the subject of this action.

10. Venue is proper in Miami-Dade County because: (a) there is a venue selection clause in the Settlement Agreements being sued upon on this action; (b) the causes of action sued

upon herein occurred in Miami-Dade County, Florida; and (c) the Defendants either reside in or are conducting business in Miami-Dade County, Florida.

GENERAL ALLEGATIONS

11. DLC is a single-family office with extensive experience investing in and operating private enterprises across multiple industries including, but not limited to, real estate development, property management and various cutting-edge technologies. DLC invests in early-stage companies with strong management and cutting-edge ideas and business models in proven markets where capital may be deployed and invested strategically.

12. From May 1, 2018 through the present date, attorney Jamie Mandel has served as President and General Counsel of DLC.

13. Inspirata, which also operates under the name The Inspirata Group, is a private company located in Miami Beach, Florida. Inspirata primarily offers management services in the areas of construction, engineering, and architecture.

14. Defendant D'Alessio is President of Inspirata, as well as the sole member and manager, and is effectively the alter ego of the company.

15. Defendant D'Alessio is the President of Scalaa, as well as the CEO, President, sole member and sole manager of Scalaa GP, LLC, the general partner of Scalaa.

16. Defendant D'Alessio is also the sole manager and member of Tags and is effectively the alter ego of the company.

17. At all relevant times, Defendant Peterson was the Finance Manager of Inspirata.

18. At all relevant times, Defendant Iannuzzi was the President of Construction of Inspirata.

The Beginning of the Business Relationship

19. In April of 2014, David and Leila Centner (“the Centners”) met D’Alessio in New York.

20. D’Alessio represented himself to be an internationally recognized, award-winning architectural and interior designer. D’Alessio also represented himself to have significant experience performing construction management services on high-end projects from beginning to end, including being capable of procuring and managing quality subcontractor services.

21. At the time, D’Alessio was suffering from financial hardship after the 2008-2009 economic downturn and was in the process of short selling two of his homes. D’Alessio explained to the Centners that his situation was unusual and largely due to circumstances beyond his control. Despite this, the Centners were impressed by some of the designs he presented and, giving him the benefit of the doubt regarding his business capabilities, decided to hire him to work on their properties.

22. In approximately April of 2014, the Centners retained D’Alessio, through one or more of his companies, Andrea D’Alessio Construction Inc. (“D’Alessio Construction”) or D’Alessio Inspired Architectural Designs (“D’Alessio Designs”), to provide construction management services and interior design services during the renovation of a private residence in New York (the “New York Residence”).

23. D’Alessio’s representations to the Centners that he possessed the requisite experience and expertise to execute high-end residential projects was critical to the Centners in engaging him to work on the New York Residence.

24. From 2014 through 2017, D’Alessio, through D’Alessio Construction and/or

D'Alessio Designs, performed work on the New York Residence. The Centners were satisfied with D'Alessio's work on the New York Residence up to that point and, through DLC, decided to engage D'Alessio to perform services on other construction projects.

Formation of Inspirata and Scalaa and Scope of Business Relationship

25. On December 11, 2017, Inspirata was formed as a Delaware Limited Liability Company and began its business operations. On September 20, 2018, Inspirata was registered to conduct business in the State of Florida.

26. On December 11, 2017, Inspirata and DLC verbally agreed that Inspirata would perform general construction management services, design services, and act as an owner's representative on behalf of DLC on all of DLC's construction projects (the "Construction Management Agreement").

27. The renovation involving the New York Residence, which had not yet been completed, was transitioned over to Inspirata, and became part of Inspirata's scope of work under the Construction Management Agreement.

28. From December 2017 through September 2023, pursuant to the Construction Management Agreement, Inspirata provided construction management services and acted as an owner's representative on behalf of DLC on DLC's construction projects in New York and Florida.

29. From December 2017 through September 2023, pursuant to the Construction Management Agreement, Inspirata was tasked with ensuring successful execution of DLC's construction projects from the early design stage to completion, including ensuring proper permitting, high quality construction, and timeliness of construction deliverables, among other things.

30. From December 2017 through September 2023, pursuant to the Construction Management Agreement, Inspirata was tasked with engaging individuals and entities as subcontractors¹ on DLC's behalf to provide services, labor, materials, and supplies on DLC's construction projects.

31. From December 2017 through September 2023, pursuant to the Construction Management Agreement, DLC and Inspirata agreed that, with DLC's prior authorization, Inspirata would engage subcontractors on DLC's behalf to perform work on DLC's construction projects. Inspirata submitted all budget requests and invoices pertaining to DLC's construction projects to DLC for review and approval. Once approved, DLC supplied the funding to Inspirata, which in turn would be used by Inspirata to satisfy the subcontractors' invoices on DLC's behalf. Thus, all expenditures on DLC's construction projects were paid for solely by DLC, with no contribution from Inspirata.

32. In April 2022, DLC and D'Alessio agreed to form an affiliated company to Inspirata named Scalaa, through which architectural and design tasks for DLC would be performed going forward (hereinafter the "Design Agreement").

33. On April 19, 2022, Scalaa was formed as a Delaware Limited Partnership and began its business operations. On April 22, 2022, Scalaa was registered to conduct business in the State of Florida.

34. From April 2022 through September 2023, pursuant to the Design Agreement, Scalaa provided architectural and design services to DLC on DLC's construction projects.

¹Reference to the term "subcontractor" includes subcontractors, subconsultants, materials suppliers, vendors, laborers, and all other third-parties engaged to perform services with respect to DLC's construction projects.

35. All work that DLC commissioned for its projects by Inspirata and/or Scalaa was custom, one-of-a-kind designs prepared as works for hire by Inspirata or Scalaa, with the ownership of all materials, plans, designs, and architectural drawings remaining with DLC, including the exclusive right to use and otherwise exploit such materials, plans, designs, and architectural drawings.

36. From December 2017 through September 2023, Inspirata and Scalaa worked on numerous construction projects, both residential and commercial, on behalf of DLC.

37. Inspirata and Scalaa owed a duty to DLC to facilitate completion of DLC's construction projects.

38. For the entirety of the duration of their business relationship, DLC relied on Inspirata and Scalaa's representations, recommendations, and requests regarding all aspects of DLC's construction projects.

39. From December 2017 through September 2023, in exchange for Inspirata's services and pursuant to the Construction Management Agreement, DLC provided 100% of the operating funds to Inspirata.

40. For the entirety of the duration of their business relationship, it was always the understanding between DLC, Inspirata, and Scalaa that the services rendered by Inspirata and Scalaa on DLC's construction projects were on DLC's behalf and for the benefit of DLC.

41. For the entirety of the duration of their business relationship, DLC had the discretion to determine the scope and longevity of Inspirata and Scalaa's work on DLC's projects and had the right to assign additional projects to Inspirata and Scalaa.

42. For the entirety of the duration of the business relationship between DLC, Inspirata, and Scalaa, DLC provided 100% of the funding needed to cover Inspirata's and Scalaa's overhead and neither Inspirata nor Scalaa contributed towards any of the operational expenses associated with their businesses, although it was the understanding and intent that Inspirata and/or Scalaa would reimburse DLC once Inspirata and/or Scalaa began billing and collecting for work performed for third-parties.

43. From December 2017 through September 2023, and for the entirety of the duration of their business relationship, Inspirata operated out of DLC's office space, with the understanding and intent to reimburse DLC when Inspirata began billing and collecting for work performed for third-parties.

44. From April 2022 through September 2023, and for the entirety of the duration of their business relationship, Scalaa operated out of DLC's office space, with the understanding and intent to reimburse DLC when Scalaa began billing and collecting for work performed for third-parties.

45. From 2021 through 2023, Inspirata and Scalaa operated out of DLC's office space located at 3050 Biscayne Boulevard, Suite 400, Miami, Florida 33137.

46. For the entirety of the duration of their business relationship, individuals performing work for Inspirata and Scalaa worked out of DLC's office space.

47. For the entirety of the duration of their business relationship, all expenses involved in leasing and maintaining the office space occupied by Inspirata and Scalaa were paid exclusively by DLC with no contribution by Inspirata, Scalaa, or D'Alessio.

48. For the entirety of the duration of their business relationship, DLC furnished all instrumentalities and tools used by Inspirata and Scalaa in performing their services on behalf of DLC.

49. For the entirety of the duration of their business relationship, DLC purchased and owned all hardware and software used by both Inspirata and Scalaa in performing their services, with the understanding and intent that DLC would be reimbursed for these costs when Inspirata and/or Scalaa began billing and collecting for work performed for third-parties.

50. For the entirety of the duration of their business relationship, DLC, Inspirata, and Scalaa agreed that all construction documents and electronic files, including architectural and design plans, pertaining to DLC's construction projects would be maintained by Inspirata and/or Scalaa for full access by DLC.

51. For the entirety of the duration of their business relationship, it was always the understanding between DLC, Inspirata, and Scalaa, that all documents and materials pertaining to DLC's construction projects rightfully belonged to DLC.

52. Since DLC, Inspirata, and Scalaa shared office space and DLC owned and/or paid for the hardware and software used by Inspirata and Scalaa to store construction files, DLC was always able to access and obtain documents and materials pertaining to DLC's construction projects.

53. On March 12, 2019, Tags was formed as a Delaware Limited Liability Company. On March 27, 2019, Tags was registered to conduct business in the State of Florida.

54. In exchange for D'Alessio's services, provided through Inspirata and Scalaa, DLC paid Tags substantial monthly fees and bonuses. Tags itself did not provide any services to DLC.

Improper Use of DLC's Funds on Third-Party Clients

55. From December 2017 through approximately 2021, DLC was Inspirata's only client. All services performed by Inspirata were performed on behalf of DLC on DLC's construction projects.

56. In 2021, Inspirata began gradually acquiring third-party clients distinct from DLC.

57. When Scalaa was formed in 2022, it began performing services for DLC and third-party clients distinct from DLC.

58. At all relevant times, it was agreed upon between Inspirata, Scalaa, D'Alessio, and DLC that third-party clients would be billed separately for services provided to them by Inspirata, Scalaa, and D'Alessio.

59. At all relevant times, it was agreed upon between Inspirata, Scalaa, D'Alessio, and DLC that DLC would not pay for expenses incurred on projects pertaining to Inspirata and Scalaa's third-party clients.

60. DLC provided Inspirata, Scalaa, and D'Alessio with credit cards and other funds and instructed them to use those credit cards or funds solely for expenses pertaining to DLC's construction projects. Inspirata, Scalaa, and D'Alessio were instructed by DLC not to use those credit cards or funds to pay expenses on projects pertaining to third-party clients.

61. In contravention of DLC's instructions not to use DLC's credit cards and/or funds to pay expenses on projects pertaining to third-party clients, Inspirata and D'Alessio did so.

62. As the Finance Manager of Inspirata, Peterson was fully aware that DLC's credit cards and/or funds were being used to pay expenses on projects pertaining to third-party clients without DLC's authorization.

63. For example, Inspirata and Scalaa were engaged by a third-party client associated with Evan Metropoulos, to perform renovations and interior design work at residences located in Miami, Florida and Los Angeles, California (the “Metropoulos Projects”). Without approval, D’Alessio misappropriated approximately \$200,000 of DLC’s funds to cover expenses on the Metropoulos Projects. This included relocating a construction worker from Miami to Los Angeles to work on the Los Angeles residence, all unbeknownst to DLC. After being terminated from the Metropoulos Projects, D’Alessio again used DLC’s funds, without authorization, to relocate the same construction worker back to Miami from Los Angeles to perform work on another third-party client’s project.

64. For example, during the holiday season between late December 2022 and early January 2023, D’Alessio, through Inspirata and Scalaa, speedily performed renovations to the DLC office space without DLC’s permission, using DLC’s credit cards and/or funds to cover the expenses. The renovations, costing in excess of \$100,000, took place while DLC’s principals were out of town for the holidays and without their knowledge or permission.

65. Moreover, Inspirata, Scalaa, and D’Alessio began intentionally neglecting DLC’s construction projects and focusing their attention to third-party real estate ventures. Such intentional neglect and bad faith caused substantial delays on DLC’s construction projects. In addition, DLC was continuing to pay all of Inspirata and Scalaa’s overhead costs, as well as D’Alessio’s monthly maintenance fee, thus allowing Inspirata, Scalaa, and D’Alessio to keep operating at DLC’s expense even though they were collecting fees from third-party clients.

66. While collecting monthly construction management payments from DLC, D'Alessio blatantly advanced his own interests by attending to ventures pertaining to third-party clients at the expense of DLC.

67. Moreover, Inspirata, Scalaa, and D'Alessio deliberately delayed and impeded the progress of DLC's construction projects to prolong the time spent on DLC's construction projects and therefore maximize their earnings from DLC. Indeed, D'Alessio instructed Scalaa's architects and designers to stop working on DLC's construction projects and prioritize third-party clients instead, all while DLC continued to pay Inspirata and/or Scalaa fully to cover their compensation.

68. Because of this, the business relationship between DLC, Inspirata, Scalaa, and D'Alessio became controversial and acrimonious.

The Termination of the Business Relationship

69. By April 2023, the Centners had privately discussed the possibility of ending DLC's business relationship with D'Alessio due to concerns over his unethical and deceptive business practices. After nearly a decade of working together, the Centners recognized the need for time to carefully untangle their business relationship with D'Alessio in the least disruptive manner.

70. Upon information and belief, D'Alessio likely sensed that the Centners were discovering his unethical and deceptive business practices, prompting him to plan his own exit.

71. At approximately noon on Thursday, September 7, 2023, D'Alessio dismissed all of the Inspirata and Scalaa personnel from DLC's office space, with the exception of two individuals. The personnel were directed to take their laptops—which were all DLC property and contained the files and documents pertaining to DLC's construction projects—home with them.

72. D'Alessio and the Centners had arranged a meeting for the afternoon of September 7, 2023. The Centners had planned to terminate D'Alessio at the meeting and asked DLC's President and General Counsel, Mandel, to attend the meeting to document the termination. However, D'Alessio also announced that he was terminating the relationship between Inspirata, Scalaa, and DLC effective immediately because he was no longer interested in working on DLC's construction projects. At the meeting, Leila Centner requested the return of the laptop computer and office keys that had been issued to D'Alessio by DLC.

73. Shortly after the meeting, on September 7, 2023, at 5:36 p.m., D'Alessio sent email correspondence to the Centners and Mandel expressly terminating all relationships with DLC and Mandel (the "Termination Letter"). A true and correct copy of the Termination Letter is attached hereto as Exhibit C.

74. As a result, on September 7, 2023, Inspirata, Scalaa, and DLC agreed to terminate their relationship (hereinafter the "Termination Date").

Improper Conduct On and After the Termination Date

75. Due to D'Alessio's actions upon termination, including the dismissal of Inspirata and Scalaa personnel from DLC's office space with instructions to take DLC-owned laptops containing all of DLC's construction files, DLC ceased to have access to the documents on DLC's construction projects as of the Termination Date, which was necessary to the continuation and completion of DLC's ongoing construction projects.

76. After the Termination Date, Inspirata and Scalaa each sent cease-and-desist letters to subcontractors that had been engaged to work on DLC's construction projects or otherwise directed the subcontractors to stop work on DLC's construction projects and refrain from

collaborating with DLC. True and correct copies of cease-and-desist letters sent by Inspirata and Scalaa are attached hereto as Exhibit D.

77. On September 14, 2023, Inspirata and Scalaa each sent cease-and-desist letters to WGI, Inc. (“WGI”), an entity that had been paid almost \$350,000 from DLC’s funds for engineering and other services performed on one of DLC’s construction projects referred to as the “Wellington Project” and instructed WGI not to communicate with DLC or its affiliates. Exhibit C.

78. After the Termination Date, DLC was informed that D’Alessio had contacted subcontractors that had been engaged to work on DLC’s construction projects and verbally directed the subcontractors to stop work on DLC’s construction projects and refrain from collaborating with DLC. A true and correct copy of email correspondence advising DLC of D’Alessio’s actions is attached hereto as Exhibit E.

79. Upon information and belief, additional cease-and-desist letters and/or verbal cease-and-desist communications were made by Inspirata, Scalaa, and D’Alessio.

80. After the Termination Date, Inspirata and D’Alessio purportedly paid invoices on DLC’s behalf with funds that had been previously provided to Inspirata by DLC. However, instead of following the previously agreed-upon approval process, which the parties had followed for years, Inspirata did not obtain DLC’s prior authorization prior to paying invoices on DLC’s behalf.

81. After the Termination Date, Inspirata and D’Alessio ignored their obligation to obtain DLC’s consent to approve payment of invoices on DLC’s construction projects and unilaterally used DLC’s funds without DLC’s approval.

82. After the Termination Date, Inspirata and D'Alessio refused to allow DLC to access or review the Quickbooks account or financial records reflecting the financial transactions pertaining to DLC's construction projects that were undertaken after the Termination Date.

83. Even though Inspirata and D'Alessio claim to have conducted financial transactions pertaining to DLC's construction projects with DLC's funds after the Termination Date, Inspirata has refused to provide DLC with the proper documentation concerning these transactions.

The Settlement Agreements

84. Between September 7, 2023 and October 6, 2023, D'Alessio and DLC representatives engaged in ongoing negotiations concerning the terms of the termination of the business relationship between DLC, Inspirata, and Scalaa.

85. DLC, Inspirata, and Scalaa agreed that Inspirata and Scalaa would no longer be involved in managing any of DLC's construction projects or act on behalf of DLC in any way. The parties negotiated the procedure by which they would part ways to ensure a smooth and orderly transition of DLC's construction projects to DLC.

86. On September 21, 2023, DLC, Inspirata, Scalaa, and Tags entered into a Settlement Agreement and Mutual Release (the "September Settlement Agreement"). A true and correct copy of the September Settlement Agreement is attached hereto as Exhibit A.

87. On October 6, 2023, DLC, Inspirata, Scalaa, and Tags entered into an Amendment to Settlement Agreement and Mutual Release (the "October Amendment to the Settlement Agreement"). A true and correct copy of the October Amendment to the Settlement Agreement is attached hereto as Exhibit B.

88. As part of the Settlement Agreements,² DLC, Inspirata, and Scalaa agreed that DLC would assume sole and exclusive responsibility and control over DLC's construction projects.

89. Under the Settlement Agreements, Inspirata and Scalaa were required to turn over to DLC all records pertaining to DLC's construction projects over which they no longer had management responsibilities, including architectural plans and design documents.

90. The Settlement Agreements further required Inspirata and Scalaa to provide DLC with all financial information pertaining to DLC's construction projects, including financial information related to subcontractors engaged to provide services on DLC's construction projects. This would allow DLC to verify the financial information for audit, tax and accounting purposes and would provide DLC with financial information necessary for the completion of the construction projects which were now its sole and exclusive responsibility. Moreover, this financial information would allow DLC to determine whether DLC's funds had been diverted to unrelated third-party construction projects.

91. The Settlement Agreements further required Inspirata and Scalaa to transition to DLC the existing business relationships with subcontractors engaged on DLC's behalf to perform work on DLC's construction projects, in order to enable DLC to continue these business relationships and prevent interruption of DLC's construction projects.

92. Within seven days of execution of the September Settlement Agreement, Inspirata and Scalaa were required to "transition all open matters to DLC, including ... all of the financial information, systems, and services that Inspirata [and Scalaa] had been handling on behalf of DLC

² The September Settlement Agreement and the October Amendment to Settlement Agreement are collectively referred to as the "Settlement Agreements."

through the Effective Date, including a final accounting of the bank accounts ending in 1637 and 7000 held at JPMorgan Chase Bank, N.A.” Exhibit A at 2-3.

93. Within seven days of execution of the September Settlement Agreement, Inspirata and Scalaa were required to “return to DLC, retaining no copies, ... all DLC documents (including, but not limited to, all hard copy, electronic, and other files, etc.) including without limitation, all confidential and/or proprietary business, financial or technical information such as, without limitation, architectural plans and designs, documents, manuals, reports, machines, computer software and any information gained through discussions and/or meetings, etc. of DLC.” Exhibit A at 3.

94. Within seven days of execution of the September Settlement Agreement, Inspirata and Scalaa were required to “provide DLC with all login and password information for any and all sites related thereto, including but not limited to Dropbox, Builders Trend and TriNet, or shall transfer all electronically stored information relating to DLC’s projects.” Exhibit A at 3.

95. Within seven days of execution of the September Settlement Agreement, Inspirata and Scalaa were required to “cancel and retract all cease-and-desist letters sent in connection with DLC projects and shall transition all plans and permits filed or prepared in connection with DLC projects, whether internally or by third parties, to DLC.” Exhibit A at 3.

96. Within seven days of execution of the September Settlement Agreement, Inspirata and Scalaa were required to “provide all necessary information to DLC to prepare the 2023 income tax returns for Inspirata, provided that Inspirata shall pay for the preparation of said returns and shall file all future tax returns beginning with 2024.” Exhibit A at 3.

97. Numerous issues related to Inspirata and Scalaa's non-performance of the September Settlement Agreement arose. Consequently, the parties executed the October Amendment to the Settlement Agreement.

98. In the October Amendment to the Settlement Agreement, Inspirata and Scalaa agreed that there were "material obligations" that "remained outstanding." Exhibit B at 3.

99. Pursuant to the October Amendment to the Settlement Agreement, "[t]o the extent that Inspirata has not returned all DLC documents, including without limitations, all confidential and/or proprietary business, financial or technical information such as, without limitation, architectural plans and designs, documents, manuals, reports, machines, computer software, and any information gained through discussions and/or meetings, etc. of DLC, and any login and password information for any and all sites related thereto, as of the date hereof, Inspirata shall remain liable for same." Exhibit B at 2.

100. Within seven days of execution of the October Amendment to the Settlement Agreement, Inspirata and Scalaa agreed to "transition all of the financial information, systems and services that Inspirata had been handling on behalf of DLC" through the date of the October Amendment to the Settlement Agreement. Exhibit B at 3.

101. Within seven days of execution of the October Amendment to the Settlement Agreement, Inspirata and Scalaa agreed to "cancel and retract all cease-and-desist letters sent in connection with DLC projects and shall transition all vendor relationships and all plans and permits filed or prepared in connection with DLC projects, whether internally or by third parties, to DLC." Exhibit B at 3.

102. Within seven days of execution of the October Amendment to the Settlement Agreement, Inspirata and Scalaa agreed to “provide a thorough spreadsheet written report to DLC on all open matters in connection with the properties managed by DLC.” Exhibit B at 3.

103. The September Settlement Agreement further required Inspirata and Scalaa to reimburse DLC for overhead costs of Inspirata and Scalaa that had been paid previously by DLC in the amount of \$2,610,395.92, which was partially paid on September 22, 2024 in the amount of \$2,409,642.63.

104. In the October Amendment to the Settlement Agreement, Inspirata, Scalaa, and D’Alessio conceded that DLC’s funds had been improperly used to cover personal expenses and/or expenses on third-party projects without DLC’s approval, or for additional overhead costs that Inspirata would be solely responsible for after the Termination Date, such as software licenses. Thus, Inspirata agreed to reimburse DLC an additional \$150,000. *See* Exhibit B at 1.

105. DLC complied with all of its obligations under the Settlement Agreements.

106. Inspirata and Scalaa failed to comply with their obligations under the Settlement Agreements, leaving DLC to put the pieces together to determine the status of each of DLC’s construction projects and work towards completion of the projects with insufficient information.

Breaches of the Settlement Agreements

107. After executing the Settlement Agreements, Inspirata and Scalaa intentionally elected not to comply with their obligations under the Settlement Agreements and intentionally disregarded DLC’s numerous demands and substantial efforts to get Inspirata and Scalaa to perform their obligations.

108. Inspirata and Scalaa’s purported production of the documents pertaining to DLC’s

construction projects was purposefully chaotic and completely inadequate in order to render it impossible to determine whether all documents on DLC's construction projects were produced and to obscure that documents were withheld.

109. Inspirata and Scalaa's "production" of documents consisted of over 64 separate Dropbox links containing numerous folders within folders, many of which were empty.

110. Upon receipt of Inspirata and Scalaa's purported production of construction documents, DLC became aware that Inspirata and Scalaa were intentionally withholding documents. Many of the documents that were provided to and entrusted to Scalaa by third party vendors had not been turned over to DLC as required pursuant to the Settlement Agreements. For example, substantial design work was conducted on interior layouts, renderings, and exterior facades on a project known as the "Palm Project." Inspirata and Scalaa refused to provide any documentation or drawings for this project, for which DLC had invested substantial time and money. As a result, progress ground to a halt and the delays caused substantial monthly monetary obligations. DLC incurred substantial delays and overhead expenses for its Palm Project, such as real estate taxes, insurance, utilities, and maintenance costs.

111. In February 2024, when DLC advised Inspirata and Scalaa that documents were missing from its production and provided Inspirata and Scalaa with a list of the known missing documents, counsel for Inspirata and Scalaa stated that "[n]one of these specific records or projects were expressly identified in the Settlement Agreement," but that he had no objection to producing records "to the extent your client is asking for a document that is not a trade secret or is otherwise protected under applicable law, but is a document otherwise available via a public records request." He further argued that DLC is not "entitled to any CAD drawings, renderings or conceptual

presentations as that is the designer’s work product,” and that he needed “to understand what is contained in the ‘Excel Spreadsheets’ to see if we care that your clients have that (or not).” This correspondence confirmed that documents were indeed withheld by Inspirata and Scalaa and that Inspirata and Scalaa had failed to comply with their obligation under the Settlement Agreements to turn over all documents pertaining to DLC’s construction projects.

112. On April 12, 2024, in response to DLC’s request for “full and complete copies of all documents related to any and all DLC Capital Projects, including all design drawings and architectural plans,” Inspirata vaguely claimed that it “previously produced *information* to DLC on October 9, 2023, and undersigned counsel furnished a courtesy copy along with *other documents* to opposing counsel on March 1, 2024.” Notably, Inspirata did not respond that all documents pertaining to DLC’s construction projects in its possession, custody, or control had been produced. And to the extent documents were withheld, Inspirata failed to identify them.

113. On April 12, 2024, in response to DLC’s request for “full and complete copies of all documents related to any and all DLC Capital Projects, including all design drawings and architectural plans,” Scalaa vaguely claimed that it, “by way of [Inspirata] previously produced *information* to DLC on October 9, 2023, and undersigned counsel furnished a courtesy copy along with *other documents* to opposing counsel on March 1, 2024.” Notably, Scalaa did not respond that all documents pertaining to DLC’s construction projects in its possession, custody, or control had been produced. And to the extent documents were withheld, Scalaa failed to identify them.

114. In response to another effort by DLC to obtain all documents pertaining to DLC’s construction projects, counsel for Inspirata and Scalaa incredulously claimed, “a fundamental problem I have is that we don’t know what you mean by ‘DLC construction projects.’” He then

requested that DLC “identify the specific projects on which DLC is the Owner – as opposed to a non-party to this lawsuit that ‘owns’ the property being improved.” He further indicated that he would then discuss with the Defendants “to see if there is anything else other than what we produced in the Dropbox link.” Now, Inspirata and Scalaa seemingly took the position that they were only obligated to produce documents pertaining to construction projects on property “on which DLC is the owner.” This response again unequivocally confirmed that documents were being withheld.

115. On September 26, 2024, on the eve of an injunction hearing concerning Inspirata and Scalaa’s purported document production and in order to avoid the hearing, D’Alessio executed a sworn declaration stating that Inspirata and Scalaa had produced copies of all of the files and records in their possession, custody, or control. A true and correct copy of D’Alessio’s Declaration is attached hereto as Exhibit F. Upon information and belief, D’Alessio’s declaration is materially false.

116. The chaotic nature of the document production by Inspirata and Scalaa, the removal of documents pertaining to DLC’s ongoing construction projects, DLC’s numerous and continued demands for the documents, and the continued refusal to produce all of the documents pertaining to DLC’s construction projects has impeded DLC’s day-to-day operations and its ability to perform its management duties on DLC’s construction projects

117. Inspirata has refused to provide DLC with access to the Quickbooks account, or copies of all financial records, pertaining to DLC’s construction projects, reflecting any changes made after the Termination Date. These financial records are necessary for DLC to manage the accounting and tax obligations pertaining to DLC’s construction projects, as well as for auditing

purposes to ensure that DLC's funds were adequately allocated by Inspirata.

118. Although the Settlement Agreements specifically require Inspirata and Scalaa to transition to DLC all subcontractors working on DLC's construction projects and who have been paid from DLC's funds, Inspirata and Scalaa refused to do so. Indeed, Inspirata and Scalaa sabotaged and obstructed any potential relationship between DLC and those subcontractors by instructing the subcontractors not to work with DLC, causing DLC substantial operational disruption and financial harm.

119. With respect to the Wellington Project, WGI has been paid approximately \$350,000 from DLC's funds for its engineering and other services. Because of the cease-and-desist letters sent to WGI by Inspirata and Scalaa, WGI now refuses to perform any more work on the Wellington Project or to otherwise work with DLC. In light of the complete deterioration of any potential business relationship between DLC and WGI caused by Inspirata and Scalaa, DLC has requested that WGI turn over the work product it has created on the Wellington Project, which DLC has funded, so that DLC may engage a new engineering firm to take over the completion of the necessary engineering services. To do so, WGI has requested that Inspirata assign any right, interest, title, or ownership to DLC of the work product prepared by WGI on the Wellington Project, including its plans, drawings, and specifications. Despite repeated requests by DLC, Inspirata and Scalaa refuse to do so. Because of the obstruction and refusal by Inspirata and Scalaa to transition WGI and WGI's work product, DLC's Wellington Project was at a standstill, causing DLC to incur substantial daily delays and overhead costs. The above-referenced breaches by Inspirata and Scalaa, despite DLC's numerous demands for compliance, prevented DLC from performing its day-to-day operations and managing the construction projects that became the sole

and exclusive responsibility of DLC after the Termination Date, causing DLC to incur substantial damages.

Use of Inspirata to Commit Fraud and Facilitate Deceitful Acts

120. In addition to damage occasioned by the intentional failure to comply with the Settlement Agreements, DLC has been damaged by the intentional fraudulent acts of those who control Inspirata, including D'Alessio, the President of Inspirata.

121. After the Termination Date, it became apparent to DLC that D'Alessio, directly and through Inspirata, used Inspirata to mislead those engaged in business dealings with Inspirata, including, without limitation, DLC. Indeed, Inspirata was used by D'Alessio to facilitate and perpetrate a scheme to financially disadvantage DLC and others for D'Alessio's personal financial gain and to evade personal liability.

122. D'Alessio personally directed the creation and submission of false/fraudulent invoices with the intention of personally benefiting and to avoid certain financial obligations owed to DLC. For example, months after a vendor, Southeast Marine Construction, Inc. ("Southeast Marine"), was paid in full for a project through Inspirata for DLC, D'Alessio, either in concert with Southeast Marine or acting on his own accord, sent a payment to Southeast Marine consisting of \$50,000 of DLC's funds. D'Alessio did so even though he knew that Southeast Marine had already been paid in full for the services it provided months earlier.

123. When D'Alessio was confronted by the principals of DLC regarding this "after the fact" payment to Southeast Marine, an invoice for \$31,115 was miraculously produced for additional work which was never authorized by DLC. A true and correct copy of the Southeast Marine invoice is attached hereto as Exhibit G. Even if this "work" had been authorized by

Inspirata, it was not approved by DLC, which was the normal process with all vendors throughout the duration of the business relationship between DLC and Inspirata. In addition, the invoice purportedly reflected work that was not even performed by Southeast Marine. As a matter of course and dealing, Inspirata would never have authorized payment on behalf of any client for uncompleted work by a vendor.

124. Rather, it is apparent that the \$31,115 invoice was fake and a fraudulent attempt to cover-up an improper transfer of \$50,000 in funds to Southeast Marine, a portion of which, upon information and belief, was sent back by D'Alessio or used for his personal benefit, *i.e.*, a kickback. Despite repeated demands to Southeast Marine and Mr. D'Alessio for the return of \$50,000, these requests have been denied.

125. Upon information and belief, there are other fraudulent transactions which D'Alessio orchestrated for his personal benefit and at the expense of DLC. In doing so, D'Alessio was knowingly aided and abetted by Iannuzzi and Peterson, who were in a position to facilitate such unlawful conduct and knew or should have known that such conduct was perpetrated as part of a fraudulent scheme.

**Improper Publication and Exploitation of
DLC's Project Designs by Inspirata and Scalaa**

126. The plans, designs and architectural drawings for DLC's projects are custom and one-of-a-kind for each project, prepared by Scalaa and/or Inspirata as works for hire.

127. Pursuant to the Construction Management Agreement and the Design Agreement, it was always the understanding and agreement between DLC, Inspirata, Scalaa that the sole and exclusive ownership of the plans and designs pertaining to DLC's construction projects, as well the future right to use or exploit same, remained at all times solely with DLC.

128. This understanding was ratified by DLC, Inspirata, and Scalaa in the Settlement Agreements, which specifically required Inspirata and Scalaa to return to DLC, retaining no copies, all hard copy or electronic plans and design pertaining to DLC's construction projects.

129. In flagrant breach of the Construction Management Agreement, Design Agreement, and the Settlement Agreements, and without authorization or consent by DLC, Inspirata and Scalaa each created websites after the Termination Date in which they published numerous photographs and renders of the design pertaining to DLC's construction projects.

130. Inspirata's website is www.theinspiratagroup.com ("Inspirata's Website"), while [Scalaa's website](http://www.scalaa.com) is www.scalaa.com ("Scalaa's Website").

131. In their respective websites, Inspirata and Scalaa are commercially exploiting DLC's project designs by making them available to the public, promoting the materials to solicit business opportunities, and falsely claiming that the designs and plans belong to them, without the prior knowledge of or the consent of DLC.

132. Numerous photographs and/or renders of DLC's construction projects are depicted on Scalaa's Website under the nicknames "Modern Oasis," "The Glass House," "The Hidden Gem," and "The Gemstone Terrace" without DLC's knowledge or consent, for the purpose of giving the false impression that the designs belong to Scalaa, which can be hired to build similar projects for the public at large:

[https://www.scalaa.com/projects/project.php?project_name=Modern%20Oasis&project_address=&referenced_id=modern_oasis_florida&images=modern_oasis_1,modern_oasis_2,modern_oasis_3,modern_oasis_4,modern_oasis_5,modern_oasis_6,modern_oasis_7,modern_oasis_8,modern_oasis_9,modern_oasis_10,modern_oasis_11,modern_oasis_12,](https://www.scalaa.com/projects/project.php?project_name=Modern%20Oasis&project_address=&referenced_id=modern_oasis_florida&images=modern_oasis_1,modern_oasis_2,modern_oasis_3,modern_oasis_4,modern_oasis_5,modern_oasis_6,modern_oasis_7,modern_oasis_8,modern_oasis_9,modern_oasis_10,modern_oasis_11,modern_oasis_12)

https://www.scalaa.com/projects/project.php?project_name=The%20Glass%20House&project_address=&referenced_id=the_glass_house_florida&images=the_gla

ss_house_1,the_glass_house_2,the_glass_house_3,the_glass_house_4,the_glass_house_5,the_glass_house_6,the_glass_house_7,the_glass_house_8,

https://www.scalaa.com/projects/project.php?project_name=The%20Hidden%20Gem&project_address=&referenced_id=the_hidden_gem_florida&images=the_hidden_gem_1,the_hidden_gem_2,the_hidden_gem_3,the_hidden_gem_4,the_hidden_gem_5,the_hidden_gem_6,the_hidden_gem_7,the_hidden_gem_8,the_hidden_gem_9,

https://www.scalaa.com/projects/project.php?project_name=The%20Gemstone%20terrace&project_address=&referenced_id=the_gemstone_terrace_new_york&images=the_gemstone_terrace_1,the_gemstone_terrace_2,the_gemstone_terrace_3,the_gemstone_terrace_4,the_gemstone_terrace_5,the_gemstone_terrace_6,the_gemstone_terrace_7,the_gemstone_terrace_8,the_gemstone_terrace_9,the_gemstone_terrace_10,the_gemstone_terrace_11,the_gemstone_terrace_12,the_gemstone_terrace_13,the_gemstone_terrace_14,the_gemstone_terrace_15,the_gemstone_terrace_16,the_gemstone_terrace_17,the_gemstone_terrace_18,the_gemstone_terrace_19,the_gemstone_terrace_20,the_gemstone_terrace_21,the_gemstone_terrace_22,

133. D'Alessio, Inspirata, and Scalaa were never granted authorization to publish photographs and/or renders of DLC's construction projects on their respective websites and/or social media.

134. Without the consent or authorization of DLC, at least seventeen photographs of the New York Residence are published on Scalaa's Website.

135. Without the consent or authorization of DLC, at least fourteen photographs of the New York Residence are published on Inspirata's website.

136. While D'Alessio, and later Inspirata, had performed work on the New York Residence from 2014 through 2020, Scalaa had never performed work on the New York Residence and, in fact, did not even exist at the time.

137. D'Alessio, Inspirata, and Scalaa were never granted authorization to publish photographs of the New York Residence on their respective websites and/or social media.

138. DLC has demanded that Inspirata, Scalaa, and D'Alessio immediately remove any

and all photographs of the New York Residence from their websites, abstain from publishing any photographs of the New York Residence in the future in any medium, and destroy and return all copies, including electronic copies, and negatives of any photographs of the New York Residence in their possession, custody, or control.

139. Despite DLC's repeated demands, Inspirata, Scalaa, and D'Alessio have refused to do so and continue to publicly display the photographs of the New York Residence on their respective websites.

**Improper Use of DLC's Project Designs by
Inspirata and Scalaa to Create Copycat Designs**

140. After the Termination Date, in flagrant breach of Construction Management Agreement, Design Agreement, and the Settlement Agreements, and without authorization or consent by DLC, Scalaa and Inspirata have created "copy-cat" versions and derivative works of DLC's exclusive designs and plans and are illegally utilizing them in connection with the construction projects of other entities and individuals.

141. DLC planned to construct a private residence in Miami, Florida for the Centners as part of a construction project it referred to as the "Palm Project."

142. For over one year, DLC worked together with Scalaa to create the design of the Centner's private residence to their liking and detailed specifications, including the interior layouts and exterior facades. The Centners were provided with multiple sets of renderings of the design of the residence for their review, comments, proposed changes, and approval.

143. DLC spent over a year working on, and paying Inspirata and/or Scalaa and D'Alessio for, the design documents on the Palm Project.

144. DLC fully paid Inspirata and/or Scalaa and D'Alessio for their services in creating

the design for the Palm Project.

145. The designs created for the Palm Project are owned by DLC and were not unauthorized for any other use.

146. After the Termination Date, in flagrant breach of the Design Agreement and the Settlement Agreements, and without authorization or consent by DLC, Scalaa published DLC's exclusive designs for the Palm Project on its website under the nickname "The Modern Oasis."

[https://www.scalaa.com/projects/project.php?project_name=Modern%20Oasis&project_address=&referenced_id=modern_oasis_florida&images=modern_oasis_1,modern_oasis_2,modern_oasis_3,modern_oasis_4,modern_oasis_5,modern_oasis_6,modern_oasis_7,modern_oasis_8,modern_oasis_9,modern_oasis_10,modern_oasis_11,modern_oasis_12,](https://www.scalaa.com/projects/project.php?project_name=Modern%20Oasis&project_address=&referenced_id=modern_oasis_florida&images=modern_oasis_1,modern_oasis_2,modern_oasis_3,modern_oasis_4,modern_oasis_5,modern_oasis_6,modern_oasis_7,modern_oasis_8,modern_oasis_9,modern_oasis_10,modern_oasis_11,modern_oasis_12)

147. Upon information and belief, after the Termination Date, in flagrant breach of the Design Agreement and the Settlement Agreements, and without authorization or consent by DLC, Scalaa and D'Alessio slightly modified and repurposed the design originally created for DLC for the Palm Project and provided them to Mr. Russell Weiner for his consideration for construction at the property located at 5011 Pine Tree Drive and 5111 Pine Tree Drive in Miami Beach, Florida (the "Weiner Residence"). Upon information and belief, Mr. Weiner is proceeding with these designs for the Weiner Residence.

**Unpermitted Tree Removal and Construction Work,
Stop Work Order and Unsafe Structure Violation on the 177 Project**

148. DLC purchased property located at 177 NW 35th Street, Miami, Florida 33127. The master plan for the property was to construct a new five-story apartment building to be used as housing for teachers employed by Centner Academy's Elementary School across the street (hereinafter the "177 Project").

149. Unbeknownst to DLC, Inspirata, D'Alessio, and Iannuzzi caused multiple trees to

be removed on the 177 Project without a permit.

150. Unbeknownst to DLC, Inspirata, D'Alessio, and Iannuzzi caused the issuance of a Stop Work Order and an Unsafe Structure Violation by the City of Miami for unpermitted construction work on the 177 Project.

151. On July 7, 2022, while demolition was occurring on the 177 Project, Inspirata, D'Alessio, and Iannuzzi caused multiple trees to be removed on the 177 Project without a permit, resulting in a citation being issued by the City of Miami.

152. At the time the trees were removed on the 177 Project, Inspirata, D'Alessio, and Iannuzzi knew or should have known that a tree removal permit was required in order to remove trees on the 177 Project.

153. On December 6, 2022, Iannuzzi, Inspirata's President of Construction, directed laborers on the 177 Project to commence construction of the structural foundation on the 177 Project.

154. On December 6, 2022, the Construction Superintendent employed by Inspirata and assigned to the 177 Project requested the building permit pertaining to the 177 Project in order to post the building permit on site. Iannuzzi told Inspirata's Construction Superintendent that the building permit was located at Inspirata's office and directed him to commence construction.

155. Iannuzzi knew that no building permit had been pulled for the 177 Project. Therefore, when Iannuzzi made this representation, Iannuzzi knew that it was false.

156. In reliance on the representation of Iannuzzi and in compliance with his directives, construction commenced on the 177 Project on December 6, 2022.

157. From December 6, 2022 through December 22, 2022, construction was taking place

on the 177 Project pursuant to the directives of Inspirata, D'Alessio, and Iannuzzi. During this time, laborers on the 177 Project began construction of the building's foundation by installing rebar for the concrete footings.

158. On December 22, 2022, an inspector from the City of Miami Building Department visited the construction site for the 177 Project and asked the Construction Superintendent for the building permit. Based on the prior representation by Iannuzzi, the Construction Superintendent advised the City of Miami inspector that the construction permit was located at the Inspirata office. Knowing that there was no such permit, the City of Miami inspector instructed the Construction Superintendent to immediately stop all work on the 177 Project. The Construction Superintendent called Iannuzzi by telephone and advised them of what had occurred. Iannuzzi told the Construction Superintendent that he would speak with D'Alessio and call him back. After approximately 30 minutes, Iannuzzi called the Construction Superintendent back and directed the Construction Superintendent to disregard the City of Miami inspector and resume working on the 177 Project. In compliance with Iannuzzi's directive, construction resumed on the 177 Project without a permit.

159. On December 23, 2022, another inspector from the City of Miami Building Department visited the construction site for the 177 Project and demanded that construction cease immediately. The inspector also told all workers at the site that anyone caught working at the site would be arrested. The Construction Superintendent stopped all work and cleared the construction site.

160. The City of Miami inspector issued a Stop Work Order and an Unsafe Structure Violation concerning the 177 Project. These notices were posted on the 177 Project site on

December 23, 2022.

161. On December 23, 2022, the Construction Superintendent called D'Alessio and advised him of what had occurred. The Construction Superintendent advised D'Alessio that he was not willing to go to jail for him and that he would resign if he was again forced to disregard the directives of the City of Miami inspector and continue construction on the 177 Project. D'Alessio chuckled and reassigned the Construction Superintendent to the construction work site across the street.

162. Approximately one week after the posting of the Stop Work Order and the Unsafe Structure Violation on the 177 Project Site, Leila Centner was scheduled to visit the property across the street from the 177 Project Site. D'Alessio instructed the Construction Superintendent to remove the City of Miami's posted notices on the 177 Project so that Leila Centner would not see them. In addition, D'Alessio directed Iannuzzi and the Construction Superintendent not to notify DLC about the Stop Work Order or the Unsafe Structure Violation.

163. On July 17, 2023, Inspirata received email correspondence from the City of Miami again advising that a Stop Work Order had been issued on the 177 Project because construction commenced without a building permit. The email advised that processing of the documents submitted for permitting had been stopped.

164. From December 22, 2022 to the Termination Date, Inspirata failed to get the Stop Work Order or the Unsafe Structure Violation lifted.

165. DLC did not become aware of the Stop Work Order or the Unsafe Structure Violation on the 177 Project until after the Termination Date.

166. From December 22, 2022 through the Termination Date, D'Alessio and Iannuzzi

intentionally withheld information concerning the Stop Work Order and the Unsafe Structure Violation and misled DLC to believe that the 177 Project was ongoing without issue.

167. As a result of Inspirata's unpermitted tree removal on the 177 Project, DLC was forced to obtain an after-the-fact tree removal permit and incur a substantial fine. During the process of obtaining an after-the-fact tree removal permit, the City of Miami determined that there was a mitigation shortfall requiring a donation to the City of Miami's Tree Trust Fund in the amount of \$120,000, which was subsequently reduced to \$77,000.00, plus a fine of \$8,000 for the unpermitted tree removal.

168. As a result of the issuance of the Stop Work Order and the Unsafe Structure Violation, construction on the 177 Project has been at a standstill since December 22, 2022.

169. Because the 177 Project has been at a standstill since December 22, 2022, the construction work that was previously performed on the 177 Project has become damaged. For example, the rebar that had been installed for the concrete footings has corroded and must be entirely replaced.

170. Once DLC finally became aware of the Stop Work Order, the Unsafe Structure Violation, and the events that precipitated it, DLC immediately began working diligently with the City of Miami to resolve the issues and get the Stop Work Order and Unsafe Structure Violation lifted so that the 177 Project can resume.

171. Due to D'Alessio's and Iannuzzi's negligence and reckless decision to begin a critical and large construction project without obtaining the necessary building permits, DLC will be forced to restart the entire construction project. D'Alessio's and Iannuzzi's defiance of the City of Miami inspector's orders has resulted in DLC incurring significant additional expenses totaling

approximately \$1,785,000.00. This includes the expense of redoing work that was already completed, along with increased construction costs due to the passage of time.

172. DLC's efforts to resolve the issues with the City of Miami that had been caused by Inspirata, D'Alessio, and Iannuzzi, were thwarted by Inspirata and Scalaa's refusal to transition subcontractors performing work on the 177 Project as required by the Settlement Agreements.

173. For example, on February 11, 2022, Inspirata had contracted with Red Design Group, LLC ("Red Design"), on DLC's behalf, to perform architecture and engineering coordination services on the 177 Project (the "Red Design Contract"). DLC provided the funds to Inspirata to compensate Red Design for the architectural plans and drawings for the construction of the 177 Project and under the belief that DLC would ultimately be able to use the plans and drawings that it paid for during the construction of the 177 Project. Red Design knew that it was DLC who was providing the funds to Inspirata to compensate Red Design for the work product on the 177 Project. Inspirata and Red Design knew that DLC reasonably expected to be able to use the plans and drawings created by Red Design for the 177 Project since Red Design had been paid in full for them with DLC's funds. After the Termination Date, DLC made numerous requests to Inspirata and Red Design for the most updated AutoCad files containing the plans and drawings on the 177 Project so that DLC could remedy the ongoing issues with the City of Miami and move forward with the 177 Project. Inspirata and Red Design initially refused to provide DLC with the plans and drawings on the 177 Project. Notably, Eduardo Muhina is the principal architect of Red Design and Scalaa, and was acting in concert with D'Alessio to withhold the work product that DLC had fully paid for even though the Red Design contract specifically stated the client could use the work product once Red Design was paid in full. And even after the plans and drawings

were produced to DLC by Red Design, Inspirata claimed that, since it was the party under contract with Red Design (and not DLC), DLC could not use the plans and drawings on the 177 Project.

**Other Defective Services and Work Product
by Inspirata and Scalaa**

174. DLC engaged Inspirata and Scalaa to provide management and design services on a project known as the “Regener8 Farm Project.” Inspirata and/or Scalaa created designs and specifications to be used on the Regener8 Farm Project, which included the use of a generator. Inspirata selected and ordered the generator to be installed on the project. In reliance on Inspirata and/or Scalaa’s designs and Inspirata’s selection, DLC purchased the generator for the Regener8 Farm Project at a cost of \$67,330.71. However, the generator contemplated in Inspirata and/or Scalaa’s designs and specifications and selected by Inspirata runs on diesel, which violates the requirements of the county in which the Regener8 Farm Project is being constructed. Additionally, the generator is too small to meet the necessities of the Regener8 Farm Project. Therefore, the generator is entirely unusable on the Regener8 Farm Project. As a result of Inspirata and/or Scalaa’s defective design and negligence on the Regener8 Farm Project, DLC has incurred damages including, but not limited to, the cost of the unusable generator purchased for the project and the cost to remedy the design defects.

175. DLC planned to construct a large three-story wooden statue to be placed at a project referred to as the “Redland Farm Project.” Inspirata and Scalaa were tasked with assisting in the design and construction of the statue. D’Alessio, through Inspirata and Scalaa, advised DLC that the statue would cost approximately \$720,000 to design and build. The design prepared by Scalaa failed to consider other requirements of the statue, including a foundation, skeletal framing, or electrical and plumbing systems. Moreover, neither Scalaa nor Inspirata considered the code

requirements applicable to the construction of the statue, or the fact that permits were required to construct the statue. In reliance upon the recommendations of Inspirata and Scalaa, DLC paid approximately \$645,000 towards the construction of the statue through September 2023 (with approximately \$215,000 paid by Inspirata with DLC's funds after the Termination Date without authorization from DLC). However, it has become abundantly clear that the initial budget for the construction of the statute provided to DLC by D'Alessio was severely inadequate given the design defects and other factors that Inspirata and Scalaa failed to consider. DLC has had to hire a new engineer to fix the structure of the statue, which will need to be retrofitted to comply with building code requirements. DLC estimates that the construction of the statue will now cost approximately \$1.35 to \$1.4 million.

176. As a result of the actions complained about herein, DLC has had to retain the services of undersigned counsel and is required to pay them a reasonable fee. The Settlement Agreements authorize the award of reasonable attorneys' fees and costs to which DLC is entitled to recover in connection with this action.

177. All conditions precedent to this action were performed or otherwise satisfied by DLC or were waived by the Defendants.

COUNT I
BREACH OF CONTRACT – SETTLEMENT AGREEMENTS
(AGAINST INSPIRATA AND SCALAA)

178. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

179. This is an action for breach of the Settlement Agreements.

180. The Settlement Agreements constitute valid and enforceable agreements binding

upon DLC, Inspirata, and Scalaa.

181. Pursuant to the Settlement Agreements, DLC, Inspirata, and Scalaa agreed that Inspirata and Scalaa would no longer be involved in managing any of DLC's construction projects or act on behalf of DLC in any way. The parties negotiated the procedure by which they would part ways to ensure a smooth and orderly transition of DLC's construction projects to DLC.

182. To enable DLC to manage and move forward with DLC's construction projects, the Settlement Agreements required Inspirata and Scalaa to: (1) turn over to DLC all records pertaining to DLC's construction projects over which they no longer had management responsibilities, including architectural plans and design documents; (2) turn over to DLC all financial information pertaining to DLC's construction projects, including financial information related to subcontractors engaged to provide services on DLC's construction projects; and (3) transition to DLC the existing business relationships with subcontractors engaged on DLC's behalf to perform work on DLC's construction projects, in order to enable DLC to continue these business relationships and prevent interruption of DLC's construction projects.

183. After executing the Settlement Agreements, Inspirata and Scalaa intentionally elected not to comply with their obligations under the Settlement Agreements and intentionally disregarded DLC's numerous demands and substantial efforts to get Inspirata and Scalaa to perform their obligations.

184. Inspirata and Scalaa's purported production of the documents pertaining to DLC's construction projects was purposefully chaotic and completely inadequate in order to render it impossible to determine whether all documents on DLC's construction projects were produced and to obscure that documents were withheld. DLC subsequently became aware that Inspirata and

Scalaa were intentionally withholding documents, which was confirmed by subsequent communications between DLC, Inspirata, and Scalaa. The chaotic nature of the document production by Inspirata and Scalaa, the removal of documents pertaining to DLC's ongoing construction projects, DLC's numerous and continued demands for the documents, and the continued refusal to produce all of the documents pertaining to DLC's construction projects has impeded DLC's day-to-day operations and its ability to perform its management duties on DLC's construction projects.

185. In addition to producing all documents to DLC, Inspirata and Scalaa agreed to retain no copies of materials pertaining to DLC's construction projects. In violation of the Settlement Agreements, Inspirata and Scalaa published, and continue to publish, numerous photographs and renders of the designs pertaining to DLC's construction projects on their respective websites and/or social media. Inspirata and Scalaa continue to commercially exploit these materials by making them available to the public, promoting the materials to solicit business opportunities, and falsely claiming that the designs and plans belong to them, without the prior knowledge of or the consent of DLC.

186. Inspirata has refused to provide DLC with access to the Quickbooks account, or copies of all financial records, pertaining to DLC's construction projects, reflecting any changes made after the Termination Date. These financial records are necessary for DLC to manage the accounting and tax obligations pertaining to DLC's construction projects, as well as for auditing purposes to ensure that DLC's funds were adequately allocated by Inspirata.

187. Although the Settlement Agreements specifically require Inspirata and Scalaa to transition to DLC all subcontractors working on DLC's construction projects and who have been

paid from DLC's funds, Inspirata and Scalaa refused to do so. Indeed, Inspirata and Scalaa sabotaged and obstructed any potential relationship between DLC and those subcontractors by instructing the subcontractors not to work with DLC, causing DLC substantial operational disruption and financial harm.

188. Inspirata and Scalaa failed to comply with their obligations under the Settlement Agreements, leaving DLC to put the pieces together to determine the status of each of DLC's construction projects and work towards completion of the projects with insufficient information.

189. Inspirata and Scalaa breached the Settlement Agreements when they failed to comply with their agreed upon obligations.

190. DLC has suffered damages as a result of and arising from Inspirata and Scalaa's breach of the Settlement Agreements.

WHEREFORE, DLC demands entry of judgment against Inspirata and Scalaa for damages in an amount to be determined at trial; that injunctive relief be granted so as to require Inspirata and Scalaa to comply with the Settlement Agreements fully, adequately, and promptly; awarding DLC its costs, attorneys' fees and interest; and awarding such other and further relief as the Court deems just and proper.

COUNT II
ANTICIPATORY BREACH OF CONTRACT – SETTLEMENT AGREEMENTS
(AGAINST INPIRATA AND SCALAA)

191. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

192. This is an action for anticipatory breach of the Settlement Agreements.

193. The Settlement Agreements constitute valid and enforceable agreements binding

upon DLC, Inspirata, and Scalaa.

194. Inspirata and Scalaa breached the Settlement Agreements when they failed to comply with their agreed upon obligations.

195. In addition to those terms and/or conditions of the Settlement Agreements which Inspirata and Scalaa have already breached, as referenced above, these Defendants by virtue of their actions, conduct or affirmation, have made it clear that they will not perform their future obligations under the Settlement Agreements.

196. DLC was willing and able to perform the Settlement Agreements at the time Inspirata and Scalaa breached the Settlement Agreements.

197. DLC has been damaged by Inspirata and Scalaa's actions and shall sustain additional damages as a result of Inspirata and Scalaa's intentional refusal to perform those future obligations under the Settlement Agreements as they come due.

WHEREFORE, DLC demands entry of judgment against Inspirata and Scalaa for damages in an amount to be determined at trial; that injunctive relief be granted so as to require Inspirata and Scalaa to comply with the Settlement Agreements fully, adequately, and promptly; awarding DLC its costs, attorneys' fees and interest; and awarding such other and further relief as the Court deems just and proper.

COUNT III
TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS
(INSPIRATA, SCALAA AND D'ALESSIO)

198. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

199. This is an action for tortious interference with business relationships.

200. DLC, Inspirata, and Scalaa agreed that, as of the Termination Date, Inspirata and Scalaa would no longer be involved in managing any of DLC's construction projects or act on behalf of DLC in any way, and that DLC would assume sole and exclusive responsibility and control over DLC's construction projects.

201. To enable DLC to manage and move forward with DLC's construction projects, the Settlement Agreements required Inspirata and Scalaa to: (1) turn over to DLC all records pertaining to DLC's construction projects over which they no longer had management responsibilities, including architectural plans and design documents; (2) turn over to DLC all financial information pertaining to DLC's construction projects, including financial information related to subcontractors engaged to provide services on DLC's construction projects; and (3) transition to DLC the existing business relationships with subcontractors engaged on DLC's behalf to perform work on DLC's construction projects, in order to enable DLC to continue these business relationships and prevent interruption of DLC's construction projects.

202. Inspirata, Scalaa and D'Alessio were aware that DLC had a vested interest in maintaining the business relationships with subcontractors on each of DLC's construction projects for which DLC now has exclusive responsibility to manage and complete.

203. Inspirata, Scalaa, and D'Alessio intentionally and unjustifiably interfered with and obstructed the relationships of DLC with subcontractors on DLC's construction projects, by: (1) their refusal to transition the existing business relationships with subcontractors engaged on DLC's behalf to perform work on DLC's construction projects, in order to enable DLC to continue these business relationships and prevent interruption of DLC's construction projects; (2) their refusal to turn over turn over to DLC all records pertaining to DLC's construction projects over which they

no longer had management responsibilities, including architectural plans and design documents, which had, and continues to have, a detrimental impact on subcontractor business relationships; (3) their refusal to provide DLC with all financial information pertaining to DLC's construction projects, including financial information related to subcontractors engaged to provide services on DLC's construction projects; (4) sending the subcontractors false and baseless cease-and-desist letters; and (5) verbally communicating false and baseless cease-and-desist demands to subcontractors.

204. DLC has suffered damages as a result of Inspirata, Scalaa, and D'Alessio's intentional interference with business relationships.

WHEREFORE, DLC demands entry of judgment against Inspirata and Scalaa for damages in an amount to be determined at trial; that injunctive relief be granted so as to require Inspirata and Scalaa to comply with the Settlement Agreements fully, adequately, and promptly; awarding DLC its costs, attorneys' fees and interest; and awarding such other and further relief as the Court deems just and proper.

COUNT IV **EQUITABLE ACCOUNTING**

205. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

206. This is an action for equitable accounting.

207. The contract demands between DLC, Inspirata, and Scalaa under the Construction Management Agreement, the Design Agreement, and the Settlement Agreements involved complex financial obligations related to extensive and complicated residential and commercial construction projects.

208. Further adding to the complexity of a determination of finances between the parties is the conversion of funds, breach of fiduciary duties, negligence, breach of contract, fraud, and conspiracy to defraud committed by D'Alessio, as aided and abetted by Iannuzzi and Peterson.

209. During the course of the business relationship between DLC, Inspirata, and Scalaa, DLC's credit cards and/or funds, which were entrusted to Inspirata, Scalaa, and D'Alessio for the sole purpose of paying expenses pertaining to DLC's construction projects, were used to pay expenses on projects pertaining to third-party clients without DLC's authorization.

210. After the Termination Date, Inspirata and D'Alessio purportedly paid invoices on DLC's behalf with funds that had been previously provided to Inspirata by DLC. However, instead of following the previously agreed-upon approval process, which the parties had followed for years, Inspirata did not obtain DLC's prior authorization prior to paying invoices on DLC's behalf. Inspirata and D'Alessio ignored their obligation to obtain DLC's consent to approve payment of invoices on DLC's construction projects and unilaterally used DLC's funds without DLC's approval. Then, Inspirata and D'Alessio refused to allow DLC to access or review the Quickbooks account or financial records reflecting the financial transactions pertaining to DLC's construction projects that were undertaken after the Termination Date. And even though Inspirata and D'Alessio claim to have conducted financial transactions pertaining to DLC's construction projects with DLC's funds after the Termination Date, Inspirata has refused to provide DLC with the proper documentation concerning these transactions.

211. Under the Settlement Agreements, Inspirata was required to provide DLC with all financial information pertaining to DLC's construction projects, including financial information related to subcontractors engaged to provide services on DLC's construction projects. This would

allow DLC to verify the financial information for audit, tax and accounting purposes and would provide DLC with financial information necessary for the completion of the construction projects which were now its sole and exclusive responsibility. Moreover, this financial information would allow DLC to determine whether DLC's funds had been diverted to unrelated third-party construction projects. Inspirata has refused to do so.

212. As a result of Defendants' actions, including conversion of funds, breach of fiduciary duties, negligence, breach of contract, fraud, and conspiracy to defraud, the Defendants have been unfairly enriched at the expense of DLC. Therefore, DLC is entitled to a full and complete accounting to calculate, find, and recover these monies.

213. It is not clear that the remedies presently available at law will permit the full, adequate and necessary relief under the circumstances such, as it would be in equity and, accordingly, an accounting is necessary.

WHEREFORE, DLC demands a full and complete equitable accounting of the accounts involving DLC and Inspirata, at the expense of the Defendants; reasonable attorneys' fees and costs; and such other and further relief as the Court deems just and proper.

COUNT V
BREACH OF CONTRACT
(AGAINST INSPIRATA AND SCALAA)

214. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

215. This is an action for breach of contract as to exclusive ownership and right of exploitation of DLC's plans, designs, and architectural drawings of DLC's construction projects.

216. The plans, designs, and architectural drawings for DLC's construction projects are

custom and one-of-a-kind for each project, that were prepared by Scalaa and/or Inspirata as works for hire. It was always the understanding and agreement of the parties that the sole and exclusive ownership of these materials, as well the future right to use or exploit same remained at all times solely with DLC.

217. In flagrant breach of this agreement, both Scalaa and Inspirata are commercially exploiting these project designs front and center on their respective websites and/or social media, using them to solicit business opportunities, and claiming the designs and plans to be theirs, without the prior knowledge of or consent of DLC.

218. Further, Scalaa and Inspirata have taken these exclusive designs and plans and are illegally utilizing them in connection with their construction of “copy-cat” versions of DLC’s construction projects for other entities and individuals, without the prior knowledge of or consent of DLC.

219. DLC has suffered damages as a result the actions of Scalaa and Inspirata.

WHEREFORE, DLC demands entry of judgment against Inspirata and Scalaa for damages in an amount to be determined at trial; that injunctive relief be granted so as to require Inspirata and Scalaa to cease the unauthorized use of DLC’s plans, designs and architectural plans, including any use of photographs of such projects, and precluding their use in any projects by Scalaa and Inspirata; awarding DLC its costs, attorneys’ fees and interest; and awarding such other and further relief as the Court deems just and proper.

COUNT VI
FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(AGAINST INSPIRATA AND SCALAA)

220. DLC realleges and incorporates by reference paragraphs 1 through 177 of this

Verified Amended Complaint as if fully set forth herein.

221. This is an action for violation of Florida's Deceptive and Unfair Trade Practices Act.

222. The Florida Deceptive and Unfair Trade Practices Act ("FDUPTA") renders unlawful unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.

223. At all relevant times, the plans, designs and architectural drawings for DLC's projects are custom and one-of-a-kind for each project, that were prepared by Scalaa and/or Inspirata as works for hire. It was always the understanding and agreement of the parties that the sole and exclusive ownership of these materials, as well the future right to use or exploit same remained at all times solely with DLC.

224. Inspirata and Scalaa are commercially exploiting these project designs on their respective websites and/or social media, using them to solicit business opportunities, and claiming the designs and plans to be their creation, without the prior knowledge of or consent of DLC. Such designs include the Palm Project, which appears on Scalaa's website as "The Modern Oasis." Other DLC projects appearing on Inspirata and Scalaa's websites and being exploited for commercial use by Inspirata and Scalaa include projects they refer to as "The Modern Oasis," "The Glass House," "The Hidden Gem," and "The Gemstone Terrace."

225. Further, Scalaa and Inspirata have taken these exclusive designs and plans and are illegally utilizing them in connection with their construction of "copy-cat" versions of DLC's construction projects for other entities and individuals, without the prior knowledge of or consent of DLC.

226. Scalaa and Inspirata's use of DLC's plans and designs owned by DLC, as well as photographs of the interior and exterior of the projects, give the false impression to the world that such projects, their plans and designs belong to Scalaa and Inspirata, who have the right to commercially exploit same, when they do not.

227. Scalaa and Inspirata's practices, as described above, is unfair and deceptive.

228. As a result of Scalaa and Inspirata's unfair and deceptive practices, DLC has been damaged.

WHEREFORE, DLC demands entry of judgment against Inspirata and Scalaa for damages in an amount to be determined at trial; that injunctive relief be granted so as to require Inspirata and Scalaa to cease the unauthorized use of DLC's plans, designs and architectural plans, including any use of photographs of such projects, and precluding their use in any projects by Scalaa and Inspirata; awarding DLC its costs, attorneys' fees and interest; and awarding such other and further relief as the Court deems just and proper.

COUNT VII
FRAUD
(AGAINST D'ALESSIO)

229. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

230. This is an action for fraud.

231. D'Alessio personally directed the submission of one or more false invoices with the intention of lining his pocket and avoiding obligations to DLC.

232. As highlighted above, Inspirata fraudulently "paid" a vendor, Southeast Marine, the sum of \$50,000, even though Southeast Marine was already paid in full for services rendered

months earlier. These funds were paid without the requisite authority from DLC from an Inspirata account funded by DLC, and DLC has not been reimbursed in full for this unlawful payment from either D'Alessio or Southeast Marine.

233. Rather, D'Alessio, either on his own accord or in concert with Southeast Marine, devised a scheme whereby \$50,000 would be paid to Southeast Marine, with some or all of the \$50,000 being paid back to D'Alessio by Southeast Marine as a "kickback."

234. D'Alessio made the false representation to DLC that the \$50,000 payment to Southeast Marine was for past services provided by Southeast Marine. D'Alessio knew this representation to be false at the time it was made. When DLC questioned the payment, Inspirata provided DLC with a false and manufactured \$31,115 invoice from Southeast Marine.

235. D'Alessio represented this to DLC for the purpose of inducing DLC to rely on the representation to believe that the payment was for services provided by Southeast Marine.

236. Upon information and belief, D'Alessio has engaged in other similar wrongful acts of fraud for his own personal benefit and the detriment of DLC. For example, D'Alessio, through Inspirata, paid himself \$50,000 from DLC's funds without the approval or knowledge of DLC and without having provided any work or similar consideration for the payment.

237. DLC has been damaged by D'Alessio's acts, designed to siphon off funds belonging to DLC.

WHEREFORE, DLC demands entry of judgment against D'Alessio for damages in an amount to be determined at trial, awarding DLC its costs, attorneys' fees and interest, and awarding such other and further relief as the Court deems just and proper.

COUNT VIII
CIVIL CONSPIRACY
(D’ALESSIO, IANNUZZI, AND PETERSON)

238. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

239. This is an action for civil conspiracy.

240. D’Alessio personally directed the submission of false invoices with the intention of lining his pocket and avoiding certain financial obligations to DLC. As highlighted herein, well after it ceased working on the last project with Southeast Marine and all contracted work had been completed and paid for, Inspirata paid Southeast Marine an additional sum of \$50,000 which Southeast Marine was not entitled to receive.

241. D’Alessio, either on his own accord or acting in concert with Southeast Marine, devised a scheme whereby \$50,000 would be paid to Southeast Marine, with some or all of the \$50,000 being paid back to D’Alessio by Southeast Marine as a “kickback.”

242. Upon information and belief, there are other fraudulent transactions that D’Alessio has orchestrated for his personal benefit and at the expense of DLC. With respect to the subject Southeast Marine transaction and others, D’Alessio was knowingly aided and abetted by Iannuzzi and Peterson, who are in a position to facilitate and assist with such a fraudulent scheme.

243. Iannuzzi and Peterson conspired and agreed, by and among themselves and with D’Alessio, to facilitate and assist in the fraudulent Southeast Marine transaction, and upon information and belief other, similar fraudulent transactions.

244. In furtherance of same, Iannuzzi and Peterson caused the issuance of false invoices, reflected same in the accounting records of Inspirata, and misrepresented the actual nature of the

transactions.

245. DLC has been damaged by the actions and/or omissions of D'Alessio, Iannuzzi, and Peterson.

WHEREFORE, DLC demands entry of judgment against D'Alessio, Iannuzzi, and Peterson for damages in an amount to be determined at trial, awarding DLC its costs, attorneys' fees and interest, and awarding such other and further relief as the Court deems just and proper.

COUNT IX
INJUNCTION
(AGAINST INSPIRATA AND SCALAA)

246. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

247. This is an action for injunctive relief, which is within the equitable jurisdiction of the Court.

248. To enable DLC to manage and move forward with DLC's construction projects, the Settlement Agreements required Inspirata and Scalaa to: (1) turn over to DLC all records pertaining to DLC's construction projects over which they no longer had management responsibilities, including architectural plans and design documents; (2) turn over to DLC all financial information pertaining to DLC's construction projects, including financial information related to subcontractors engaged to provide services on DLC's construction projects; and (3) transition to DLC the existing business relationships with subcontractors engaged on DLC's behalf to perform work on DLC's construction projects, in order to enable DLC to continue these business relationships and prevent interruption of DLC's construction projects.

249. After executing the Settlement Agreements, Inspirata and Scalaa intentionally

elected not to comply with their obligations under the Settlement Agreements and intentionally disregarded DLC's numerous demands and substantial efforts to get Inspirata and Scalaa to perform their obligations.

250. Inspirata and Scalaa's purported production of the documents pertaining to DLC's construction projects was purposefully chaotic and completely inadequate in order to render it impossible to determine whether all documents on DLC's construction projects were produced and to obscure that documents were withheld. DLC subsequently became aware that Inspirata and Scalaa were intentionally withholding documents, which was confirmed by subsequent communications between DLC, Inspirata, and Scalaa. The chaotic nature of the document production by Inspirata and Scalaa, the removal of documents pertaining to DLC's ongoing construction projects, DLC's numerous and continued demands for the documents, and the continued refusal to produce all of the documents pertaining to DLC's construction projects has impeded DLC's day-to-day operations and its ability to perform its management duties on DLC's construction projects.

251. Inspirata has refused to provide DLC with access to the Quickbooks account, or copies of all financial records, pertaining to DLC's construction projects, reflecting any changes made after the Termination Date. These financial records are necessary for DLC to manage the accounting and tax obligations pertaining to DLC's construction projects, as well as for auditing purposes to ensure that DLC's funds were adequately allocated by Inspirata.

252. Although the Settlement Agreements specifically require Inspirata and Scalaa to transition to DLC all subcontractors working on DLC's construction projects and who have been paid from DLC's funds, Inspirata and Scalaa refused to do so. Indeed, Inspirata and Scalaa

sabotaged and obstructed any potential relationship between DLC and those subcontractors by instructing the subcontractors not to work with DLC, causing DLC substantial operational disruption and financial harm.

253. Inspirata and Scalaa failed to comply with their obligations under the Settlement Agreements, leaving DLC to put the pieces together to determine the status of each of DLC's construction projects and work towards completion of the projects with insufficient information.

254. Further, at all relevant times, the plans, designs and architectural drawings for DLC's projects were custom and one-of-a-kind for each project, that were prepared by Scalaa and/or Inspirata as works for hire. It was always the understanding and agreement of the parties that the sole and exclusive ownership of these materials, as well the future right to use or exploit same remained at all times solely with DLC.

255. Inspirata and Scalaa are commercially exploiting these project designs on their respective websites, using them to solicit business opportunities, and claiming the designs and plans to be their creation, without the prior knowledge of or consent of DLC. Further, Inspirata and Scalaa have taken these exclusive designs and plans and are illegally utilizing them in connection with their construction of "copy-cat" versions of DLC's construction projects for other entities and individuals, without the prior knowledge of or consent of DLC.

256. All of the foregoing violations are designed to cause and are causing irreparable harm to DLC. Because of Inspirata and Scalaa's unjustified actions, DLC has been prevented from performing its management responsibilities on DLC's construction projects and ongoing construction has come to a halt, to the detriment of DLC, the subcontractors, and the general public. Moreover, Inspirata and Scalaa's actions are damaging DLC's relationships with subcontractors,

which are critical to its business, as well as the goodwill and reputation of DLC in the marketplace, which will most certainly cause further loss of business and business opportunities.

257. As a result of Inspirata and Scalaa's conduct, the commencement of this action was necessary and DLC's request for injunctive relief is essential to avoid the continued irreparable harm to DLC.

258. DLC will suffer irreparable injury to its reputation, business operations, and property interests if an injunction is not granted, while there would be no harm to Inspirata and Scalaa. Moreover, granting an injunction would advance the public interest.

WHEREFORE, DLC respectfully requests that this Court grant an injunction as follows:

- a. Inspirata and Scalaa shall refrain from interfering, or attempting to interfere, with DLC's possession, control, and management of DLC's construction projects;
- b. Inspirata and Scalaa shall turn over to DLC their complete project files, cover to cover, with respect to all of DLC's construction projects;
- c. Inspirata and Scalaa shall produce all construction documents including, but not limited to, plans, specifications, drawings, designs, renders on all of DLC's construction projects in a usable format, and shall relinquish any ownership rights to the materials;
- d. Inspirata and Scalaa shall transition all subcontractors engaged on DLC's behalf to work on DLC's construction projects;
- e. Inspirata and Scalaa shall formally, and in writing, rescind all cease-and-desist letters sent to third-party vendors on any of DLC's construction projects; and
- f. Inspirata and Scalaa shall provide DLC with all financial information pertaining to third-party vendors that have been engaged to work on DLC's construction projects sufficient to

allow DLC to determine the status of financial affairs with respect to each project.

- g. Inspirata and Scalaa shall recall from all internet websites any project designs or photographs pertaining to DLC's construction projects;
- h. Inspirata and Scalaa shall return to DLC any and all originals, copies, facsimiles, or duplicates of photographs or project designs pertaining to DLC's construction projects;
- i. Any and all further relief this Court deems just and proper.

COUNT X
CONVERSION
(AGAINST INSPIRATA AND D'ALESSIO)

259. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

260. By virtue of the business relationship between Inspirata and DLC, Inspirata and D'Alessio, owed the following duties to DLC: not to exploit their business relationship, to protect DLC's funds; to make a full and truthful accounting to DLC as to the expenses incurred on DLC's construction projects; to otherwise deal fairly with DLC; and to act in DLC's best interest.

261. Inspirata and D'Alessio breached their respective duties by misappropriating a substantial amount of DLC's funds by conducting numerous unauthorized transactions to cover expenses on third party projects unrelated to DLC.

262. Inspirata and D'Alessio were not authorized to misappropriate DLC's funds. In doing so, Inspirata and D'Alessio wrongfully exercised dominion and control over DLC's funds.

263. After DLC demanded the return of DLC's funds that had been misappropriated by Inspirata and D'Alessio, they conceded that funds had been misappropriated and agreed in the October Amendment to the Settlement Agreement to return \$150,000 of those funds.

264. Additional unauthorized transactions by Inspirata and D'Alessio involving the use of DLC's funds to cover expenses on third party projects unrelated to DLC took place.

265. Inspirata and D'Alessio's actions as described herein caused damages to DLC.

WHEREFORE, DLC demands entry of judgment against Inspirata and D'Alessio for damages in an amount to be determined at trial, awarding DLC its costs, attorneys' fees and interest, and awarding such other and further relief as the Court deems just and proper.

COUNT XI
BREACH OF CONTRACT - CONSTRUCTION MANAGEMENT AGREEMENT
(AGAINST INSPIRATA)

266. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

267. The Construction Management Agreement between DLC and Inspirata constitutes a valid and enforceable agreement binding upon DLC and Inspirata.

268. DLC duly performed all of the materials terms, conditions, and covenants required to be performed by DLC under the Construction Management Agreement.

269. Inspirata breached the Construction Management Agreement by failing to adequately and effectively supervise DLC's Construction Projects; failing to ensure that the plans and specifications were followed in a workmanlike manner, with care, skill, reasonable efficiency, and expedience; failing to comply with applicable laws, statutes, ordinances, rules, and regulations of public authorities; failing to immediately correct deficient work upon notification; failing to maintain the construction premises in a good and safe condition; failing to properly coordinate those working on DLC's Construction Projects; failing to properly record expenses and items of record on DLC's construction projects; failing to properly maintain construction documents and

records pertaining to DLC's construction projects; failing to properly maintain financial records pertaining to DLC's construction projects; and failing to communicate with the owners, contractors, and subcontractors.

270. As a direct and proximate result of Inspirata's breach of contract, DLC has been damaged in that it has been and will be required to expend large sums of money for maintenance, repair, or to otherwise remedy Inspirata's breaches.

WHEREFORE, DLC demands entry of judgment against Inspirata for damages in an amount to be determined at trial, awarding DLC its costs, attorneys' fees and interest, and awarding such other and further relief as the Court deems just and proper.

COUNT XII
BREACH OF CONTRACT - DESIGN AGREEMENT
(AGAINST INSPIRATA AND SCALAA)

271. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

272. The Construction Management Agreement and the Design Agreement between DLC, Inspirata, and Scalaa constitute valid and enforceable agreements binding upon DLC, Inspirata, and Scalaa.

273. Pursuant to the Construction Management Agreement, Inspirata owed DLC a duty to ensure that its designs, choice of materials, and the means, methods, techniques and workmanship employed in the course of DLC's construction projects were merchantable and fit for their intended purpose.

274. Pursuant to the Design Agreement, Scalaa owed DLC a duty to ensure that its designs, choice of materials, and the means, methods, techniques and workmanship employed in

the course of DLC's construction projects were merchantable and fit for their intended purpose.

275. DLC duly performed all of the materials terms, conditions, and covenants required to be performed by DLC under the Construction Management Agreement and Design Agreement.

276. Inspirata breached its duties and obligations under the Construction Management Agreement by providing work product containing defects and deficiencies.

277. Scalaa breached its duties and obligations under the Design Agreement by providing work product containing defects and deficiencies.

278. The defects and deficiencies constitute conditions that do not conform to good design, engineering and construction practices; or are unfit and unsuitable for their intended purpose or purposes, and require costly repair or replacement.

279. As a direct and proximate result of Inspirata and Scalaa's breach of contract, DLC has been damaged in that it has been and will be required to expend large sums of money for maintenance, repair, or to otherwise remedy the defects and deficiencies in Inspirata and Scalaa's work.

WHEREFORE, DLC demands entry of judgment against Inspirata and Scalaa for damages in an amount to be determined at trial, awarding DLC its costs, attorneys' fees, and interest, and awarding such other and further relief as the Court deems just and proper.

COUNT XIV
BREACH OF IMPLIED WARRANTY OF FITNESS AND WORKMANSHIP
(AGAINST INSPIRATA AND SCALAA)

280. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

281. Inspirata and Scalaa implicitly warranted to DLC that its work would be performed

in a competent, skillful, and good and workmanlike manner, so as to be reasonably fit for the intended purpose, and that it would be free from defects.

282. DLC relied upon Inspirata and Scalaa's implied warranty, and believed in good faith that their work would be completed in a competent, skillful, and good and workmanlike manner, and that it would be free from defects.

283. Inspirata and Scalaa each breached their implied warranty by failing to perform their work in a competent, skillful, and good and workmanlike manner, and by producing defective work product.

284. As a direct and proximate result of Inspirata and Scalaa's breach, DLC has incurred, and continues to incur, significant damages that include, but are not limited to: increased general conditions costs, increased costs of performance, additional costs resulting from delayed performance, additional costs from disruption of DLC's construction projects, additional costs due to lost productivity, and other damages.

WHEREFORE, DLC demands entry of judgment against Inspirata and Scalaa for damages in an amount to be determined at trial, awarding DLC its costs, attorneys' fees, and interest, and awarding such other and further relief as the Court deems just and proper.

COUNT XV
NEGLIGENCE
(AGAINST INSPIRATA)

285. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

286. Inspirata owed DLC a duty of care to perform its work and services on DLC's Construction Projects in a skilled, knowledgeable, and good and workmanlike manner,

commensurate with the applicable standard of care ordinarily provided in the construction industry, and otherwise free from defects.

287. Moreover, Inspirata owed DLC a duty to exercise reasonable care in properly overseeing the construction of DLC's construction projects and ensuring that it was taking place in compliance with the permitted plans and specifications, the Florida Building Code, and industry standards, and in a timely manner so as not to delay the completion of DLC's construction projects.

288. Inspirata breached its duty of care to DLC, and fell far below the applicable standard of care in the industry, by: failing to adequately and effectively supervise DLC's Construction Projects; performing its work in an unworkmanlike manner; failing to perform all work in compliance with the applicable building code and all applicable laws, statutes, ordinances, rules and regulations of public authorities; failing to ensure that the plans and specifications were followed in a workmanlike manner, with care, skill, reasonable efficiency, and expedience; failing to immediately correct deficient work upon notification; failing to maintain the construction premises in a good and safe condition; failing to properly coordinate those working on DLC's Construction Projects; failing to properly record expenses and items of record on DLC's construction projects; failing to properly maintain construction documents and records pertaining to DLC's construction projects; failing to properly maintain financial records pertaining to DLC's construction projects; and failing to communicate with the owners, contractors, and subcontractors.

289. As a direct and proximate result of Inspirata's negligence, DLC has incurred, and continues to incur, significant damages that include, but are not limited to increased general conditions costs, increased costs of performance, additional costs resulting from delayed

performance, additional costs from disruption of DLC's construction projects, additional costs due to lost productivity, and other damages.

WHEREFORE, DLC demands entry of judgment against Inspirata for damages in an amount to be determined at trial, awarding DLC its costs, attorneys' fees, and interest, and awarding such other and further relief as the Court deems just and proper.

COUNT XVI
NEGLIGENCE
(AGAINST INSPIRATA AND SCALAA)

290. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

291. Inspirata and Scalaa owed DLC a duty of care to perform their work and services on DLC's Construction Projects in a skilled, knowledgeable, and good and workmanlike manner, commensurate with the applicable standard of care ordinarily provided in the construction industry, and otherwise free from defects.

292. Inspirata and Scalaa breached their duty of care to DLC and fell far below the applicable standard of care in the industry, by failing to perform its work in a competent, skillful, and good and workmanlike manner, and by producing defective work product.

293. The defects and deficiencies constitute conditions that do not conform to good design, engineering and construction practices; or are unfit and unsuitable for their intended purpose or purposes and require costly repair or replacement.

294. For example, Inspirata and/or Scalaa undertook, and was under a duty of care to DLC, to design the Redland Farm Statue in accordance with the requirements of all applicable codes, and proper architectural, design, engineering, and construction practices. Inspirata and/or

Scalaa breached its duty of care by carelessly and negligently designing the Redland Farm Statue due to its failure to employ good architectural, engineering and design practices and to design in accordance with all applicable codes, and proper architectural, design, engineering and construction practices. The design prepared by Inspirata and/or Scalaa of the Redland Farm Statue failed to consider the statue's required foundation, skeletal framing, and/or electrical and plumbing systems. Inspirata and/or Scalaa also failed to consider the code requirements applicable to the construction of the Redland Farm Statue. As a direct result of Inspirata and/or Scalaa's negligence, the Redland Farm Statue was designed with defects and deficiencies. These defects and deficiencies, including their existence and cause, are latent.

295. For example, Inspirata and/or Scalaa created designs and specifications to be used on the Regener8 Farm Project, which included the use of a generator. In reliance on Inspirata and/or Scalaa's designs selection, DLC purchased the generator for the Regener8 Farm Project at a cost of \$67,330.71. However, the generator contemplated in Inspirata and/or Scalaa's designs and specifications runs on diesel, which violates the requirements of the county in which the Regener8 Farm Project is being constructed. Additionally, the generator is too small to meet the necessities of the Regener8 Farm Project. Therefore, the generator is entirely unusable on the Regener8 Farm Project. As a result of Inspirata and/or Scalaa's defective design, plans, and specifications on the Regener8 Farm Project, DLC has incurred damages including, but not limited to, the cost of the unusable generator purchased for the project and the cost to remedy the design defects.

296. As a direct and proximate result of Inspirata and/or Scalaa's negligence, DLC has been and will be required to expend large sums of money to remedy the defects and deficiencies

and damages caused thereby.

WHEREFORE, DLC demands entry of judgment against Inspirata and/or Scalaa for damages in an amount to be determined at trial, awarding DLC its costs, attorneys' fees, and interest, and awarding such other and further relief as the Court deems just and proper.

COUNT XVII
FRAUD
(AGAINST INSPIRATA AND D'ALESSIO)

297. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

298. Inspirata and D'Alessio made false statements of material fact to DLC regarding DLC's construction projects including, but not limited to, misrepresenting the status of the 177 Project and concealing that unpermitted work was being conducted on the 177 Project; that it disregarding the directives of multiple City of Miami inspectors to cease construction on the 177 Project, that it caused a Stop Work Order and an Unsafe Structure Violation to be issued by the City of Miami on the 177 Project, that it failed to correct said violations, and/or that it caused DLC to incur significant fines.

299. Inspirata and D'Alessio knew that these statements were false, but nonetheless made the statements with the intent to induce DLC to believe that construction was ongoing in the 177 Project and to continue compensating Inspirata for performing work on the 177 Project.

300. DLC reasonably believed that the representations by Inspirata and D'Alessio were true and was unaware of their falsity. DLC relied upon the representations by Inspirata and D'Alessio and continued to compensate Inspirata and D'Alessio for performing work on the 177 Project.

301. As a direct and proximate result of Inspirata and D'Alessio's bad faith and intentional misconduct, DLC has incurred, and continues to incur, significant damages that include, but are not limited to, repair costs, increased general conditions costs, increased costs of performance, additional costs resulting from delayed performance, additional costs from disruption of the 177 Project, additional costs due to lost productivity, remediation and other fees assessed by the City of Miami, and other damages.

WHEREFORE, DLC demands entry of judgment against Inspirata and D'Alessio for damages in an amount to be determined at trial, awarding DLC its costs, attorneys' fees, and interest, and awarding such other and further relief as the Court deems just and proper.

COUNT XVIII
VIOLATION OF THE FLORIDA BUILDING CODE – 177 PROJECT
(AGAINST INSPIRATA, D'ALESSIO, AND IANNUZZI)

302. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

303. This is an action for violation of the Florida Building Code in excess of \$15,000.00, exclusive of interest, costs, and attorneys' fees.

304. Inspirata, D'Alessio, and Iannuzzi had a duty to ensure that the 177 Project was completed in accordance with the Florida Building Code.

305. Florida Statutes Section 553.84 provides in part as follows:

Notwithstanding any other remedies available, any person or party, in an individual capacity or on behalf of a class of persons or parties, damaged as a result of a material violation of this part or the Florida Building Code, has a cause of action in any court of competent jurisdiction against the person or party who committed the material violation[.]

306. Inspirata, D'Alessio, and Iannuzzi committed a material violation the Florida

Building Code by, among other things, failing to procure the required permits for construction on the 177 Project, knowingly conducting unpermitted work on the 177 Project; disregarding the directives of multiple City of Miami inspectors to cease construction on the 177 Project, causing a Stop Work Order and an Unsafe Structure Violation to be issued by the City of Miami on the 177 Project, failing to correct said violations, and causing DLC to incur significant fines.

307. As a direct and proximate result of Inspirata, D'Alessio, and Iannuzzi's violation of the Florida Building Code, DLC has suffered monetary damages.

WHEREFORE, DLC demands entry of judgment against Inspirata, D'Alessio, and Iannuzzi for damages in an amount to be determined at trial, awarding DLC its costs, attorneys' fees, and interest, and awarding such other and further relief as the Court deems just and proper.

COUNT XXI
UNJUST ENRICHMENT
(AGAINST TAGS)

308. DLC realleges and incorporates by reference paragraphs 1 through 177 of this Verified Amended Complaint as if fully set forth herein.

309. This is an action for unjust enrichment against Tags for the monthly fees and bonuses paid by DLC to Tags.

310. DLC conferred a benefit on Tags by transferring monthly fees and bonuses to Tags.

311. At all times, Tags was aware of the benefit conferred by DLC.

312. Tags itself did not provide any services to DLC.

313. Tags knowingly and voluntarily accepted and retained the benefit DLC conferred.

314. Under the circumstances, Tags has been unjustly enriched at DLC's expense. It is inequitable for Tags to retain DLC's monies and demands they be returned immediately.

WHEREFORE, DLC prays for relief against Tags for the benefit it received and has wrongfully retained, plus interests, costs, and any other relief this Court deems just and proper.

Dated this 25th day of October, 2024.

BLACK SREBNICK, P.A.

201 S. Biscayne Boulevard, Suite 1300
Miami, Florida 33131
Tel: (305) 371-6421

By: /s/ Lisandra Guerrero

Jared Lopez
Florida Bar No. 103616
Lisandra Guerrero
Florida Bar No. 0098521
Jeanelle Gomez
Florida Bar No. 1026021
civilpleadings@royblack.com

Counsel for DLC Capital Management, LLC

FLORIDA RULE OF CIVIL PROCEDURE 1.115(e) VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.



JAMIE MANDEL
President and General Counsel
DLC Capital Management, LLC

EXHIBIT “A”

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is made and entered into as of September 21, 2023 (the "Effective Date"), by and among DLC Capital Management, LLC, a Delaware limited liability company, and such entity's officers, managers, directors, members, employees, agents, attorneys, affiliates or representatives (collectively, "DLC"), Perpetual Love Equities, LLC, a Delaware limited liability company ("Perpetual Love"), the 5001 Residence Trust, a Florida trust, and The Inspirata Group, LLC (formerly known as Inspirata Management Company, LLC), a Delaware limited liability company, and such entity's officers, managers, directors, members, employees, agents, attorneys, affiliates or representatives, including but not limited to TAGS 7, LLC, a Delaware limited liability company, and Scalaa LP, a Delaware limited partnership (collectively, "Inspirata," and together with DLC, Perpetual Love and the 5001 Residence Trust, the "Parties" or individually, a "Party").

WHEREAS, the DLC and Inspirata have been engaged in a business relationship since on or about December 2017 whereby Inspirata agreed to provide architectural design and construction management services and DLC agreed to furnish the capital and operating funds to Inspirata to perform its business; and

WHEREAS, in 2022, DLC and Inspirata agreed to create a separate limited partnership, known as Scalaa LP, through which all the architectural design work would be billed out to third party clients; and

WHEREAS, on or about September 7, 2023 ("Termination Date"), the relationship between the DLC and Inspirata was terminated acrimoniously, with an ongoing dispute regarding their business arrangement (the "Dispute") and, specifically, the ownership of certain funds held in the Inspirata bank account ending 9172 held at JPMorgan Chase Bank, N.A. (the "Bank Account"); and

WHEREAS, on or about June 28, 2021, Perpetual Love lent the sum of One Million Six Hundred Dollars (\$1,600,000) (the "Loan") to the 5001 Residence Trust for the purchase of the real property located at 650 NE 32nd Street Unit PH5001, Miami, Florida ("Property"), and Perpetual Love has a first position mortgage on the Property as recorded in the public records of Miami-Dade County, Florida; and

WHEREAS, on or about September 11, 2023, pursuant to the terms of the loan documents evidencing the Loan, Perpetual Love accelerated the maturity date of the Loan by providing a written "Notice of Acceleration" to the 5001 Residence Trust so that the entire unpaid principal and accrued interest are due and payable on or before January 15, 2024; and

WHEREAS, pursuant to the terms set forth below, each of the Parties wishes to fully and completely resolve and settle any and all claims, causes and choices of action, with prejudice, that have been asserted, and that could have been asserted in, arising out of, or relating to, the facts and circumstance of the Dispute or the business arrangement between the Parties as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Payment.** Inspirata shall distribute to DLC from the current balance of the Bank Account the sum of Two Million Six Hundred Ten Thousand Three Hundred Ninety-Five Dollars and 92/100 (\$2,610,395.92) (the "Settlement Amount"), with the remaining sum of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) held in the Bank Account to be retained by Inspirata. The Settlement Amount shall be paid by wire transfer or ACH to DLC within one (1) business day after the Effective Date. Notwithstanding the foregoing, DLC may direct Inspirata to pay any part or all of such Settlement Amount to one or more of its affiliates as specified in writing (which may include by email) prior to the payment thereof. Notwithstanding the foregoing, to the extent that Inspirata is able to recover part or all of the approximately Two Hundred Twenty Thousand Dollars (\$220,000) that it has claimed to be owed by K&M Electric Inc., either directly or indirectly through any recovery of insurance proceeds, such amount shall be returned to DLC. In addition, to the extent that DLC has inadvertently satisfied any liabilities or expenses associated with either or both of the Clients (as defined below), such amounts shall be reimbursed to DLC.

3. **Future Profits.** DLC shall relinquish all future rights to any profits generated by Inspirata, or any successor or assign, after the Termination Date, including but not limited to all profits generated in connection with the following two clients: (a) Russell Weiner, or any affiliate of his, including but not limited to Pine Tree Development, LLC; and (2) Susan and Nicholas Maounis, or any affiliate of either of them (collectively, the "Clients"). For the avoidance of doubt, DLC shall have no interest in any and all profits generated by Inspirata after the Termination Date but prior to the Effective Date, including the approximately Three Hundred Fifty-Three Thousand Dollars (\$353,000) the Inspirata has accumulated since the Termination Date.

4. **Perpetual Love Loan.** Perpetual Love shall withdraw the Notice of Acceleration previously sent and instead shall agree to the following: (a) the maturity date of the Loan shall be extended to October 1, 2024, at which time all unpaid principal and accrued interest shall be due and paid in full; (b) interest shall accrue on the outstanding principal of the Loan from September 1, 2023 through December 31, 2023, with the accrued interest to be paid on the maturity date; and (c) beginning January 1, 2024, interest shall be paid on the Loan per the terms of the Loan Documents.

5. **Material Obligations of Inspirata.** Inspirata shall transition all open matters to DLC, including but not limited to the following: (a) all of the financial information, systems and services that Inspirata has been handling on behalf of DLC through the Effective Date, including a final accounting of the bank accounts ending 1637 and 7000 held at JPMorgan Chase Bank, N.A.; (b) delivery and installation of the glass balcony divider separating PH1 and PH2 at 5025 Collins Avenue, Miami Beach, Florida, provided that DLC will be responsible for final inspection and closing out the permit for same; (c) Inspirata will meet with the producer of the Italian statue to be installed at the property owned by Redland Retreat, LLC prior to its completion and, upon completion, will oversee the delivery of the statue and, if requested, will provide strategy regarding installation of

same; (d) return of the remaining escrow holdback in connection with the sale of 5465 Pine Tree Drive, Miami Beach, Florida; (e) return of the Fifteen Thousand Dollars (\$15,000) escrow held by Rodriguez Legacy Construction Inc., provided that such amount shall be reduced by the amount of the workman's compensation and general liability insurance due for said company for the period beginning January 1, 2023 and ending on the Termination Date; (f) Inspirata shall cancel and retract all cease and desist letters sent in connection with DLC projects and shall transition all plans and permits filed or prepared in connection with DLC projects, whether internally or by third parties, to DLC; (g) Inspirata shall provide all necessary information to DLC to prepare the 2023 income tax returns for Inspirata, provided that Inspirata shall pay for the preparation of said returns and shall file all future tax returns beginning with 2024; (h) Inspirata shall allow DLC to participate in and to assume the legal action against K&M Electric Inc.; and (i) Inspirata shall provide a thorough spreadsheet written report to DLC on all open matters in connection with all properties managed by DLC. All requests for information by DLC shall be made initially to Andrea D'Alessio, Jr., who shall direct the request to the appropriate Inspirata employee or independent contractor (including but limited to members of the Inspirata finance team, Taylor Banasiak and Anthony Iannuzzi), if applicable. The transfer of all items that are required to be transferred to DLC hereunder shall be completed within seven (7) days of the Effective Date.

3. **Return of DLC Property.** Inspirata shall return to DLC, retaining no copies: (a) all DLC property, including, but not limited to, office, desk or file cabinet keys or fobs, parking passes, identification/pass cards, DLC-provided credit cards and equipment, such as computers, monitors, shredders, copiers and prints outs (but excluding the two large monitors purchased by one of the Clients and the architectural plan printing machine, paper and ink leased by Inspirata, which shall be retained by Inspirata); and (b) all DLC documents (including, but not limited to, all hard copy, electronic and other files, etc.) including without limitation, all confidential and/or proprietary business, financial or technical information such as, without limitation, architectural plans and designs, documents, manuals, reports, machines, computer software, and any information gained through discussions and/or meetings, etc. of DLC. Inspirata will also provide DLC with all login and password information for any and all sites related thereto, including but not limited to Dropbox, Builders Trend and TriNet, or shall transfer all electronically stored information relating to DLC's projects. All DLC property shall be returned promptly, no later than seven (7) days of the Effective Date, provided that the computer equipment shall be returned no later than October 6, 2023.

4. **Removal of Items Stored at Warehouse.** Inspirata shall be permitted to remove furniture and other personal items belonging to Nicholas and Susan Maounis that are currently being stored at DLC's warehouse located at 3812-3814 NW 32nd Avenue, Miami, Florida ("Warehouse") subject to the following: (a) Inspirata must provide receipts or other proof that any such item to be removed does in fact belong to the Maounises; and (b) DLC shall accompany Inspirata to the Warehouse and shall approve all items to be removed. Inspirata shall arrange to remove all such items within seven (7) days of the Effective Date. Thereafter, Inspirata shall execute an indemnification and hold harmless agreement in favor of DLC concerning any matters arising from Clients.

5. **Truck.** On or before December 31, 2023, Inspirata shall transfer to DLC (or any affiliate of DLC as directed by DLC) the black 2014 F-150 (VIN No. 1FTFW1EF0EFA36254) currently titled in the name of Andrea D'Alessio, Jr.

6. **DLC's General Release of Inspirata.** For and in consideration of the payments and covenants set forth herein, DLC, for itself and its predecessors, successors, affiliates, agents, attorneys, directors, officers, employees and assignees, hereby releases and forever discharges Inspirata and its successors, assigns and agents, past, present and future from any liability arising from and relating to the Dispute and/or from any and all other claims, causes of action, debts, demands, obligations, rights, liabilities, breaches of contract, acts, omissions, negligence, malfeasance, covenants, agreements and damages of any nature whatsoever, whether known or unknown, that accrued or may have accrued, from the beginning of time up and to the Effective Date in connection with the parties' business arrangement. For the avoidance of doubt, after the date hereof, Inspirata shall not be responsible to pay, perform or discharge any liabilities of DLC relating to the Dispute or any liabilities related to invoices for services provided to DLC, and DLC shall pay and satisfy in due course all such liabilities whether incurred prior to or after the date hereof. Notwithstanding the foregoing, DLC does not waive or relinquish any rights in law or equity to seek relief in conjunction with any unpermitted work, construction defects or design defects in any projects serviced by Inspirata, whether currently known or discovered in the future. For the avoidance of doubt, Inspirata shall remain fully liable for any and all unpermitted work, construction defects or design defects in any projects serviced by Inspirata at any time, whether before or after the Termination Date, and DLC shall have no liability for same. As a condition precedent to the obligations set forth in this section, Inspirata shall first fully comply with and satisfy all its obligations recited in Sections 2, 3, 5 and 6 of this Agreement.

7. **Inspirata's General Release of DLC.** For and in consideration of the payments and covenants set forth herein, Inspirata, for itself and its successors, assigns and agents, hereby releases and forever discharges DLC and its predecessors, successors, affiliates, agents, attorneys, directors, officers, employees and assignees, past, present and future from any liability arising from and relating to the Dispute and/or from any and all other claims, causes of action, debts, demands, obligations, rights, liabilities, breaches of contract, acts, omissions, negligence, malfeasance, covenants, agreements and damages of any nature whatsoever, whether known or unknown, that accrued or may have accrued, from the beginning of time up and to the Effective Date in connection with the parties' business arrangement. For the avoidance of doubt, DLC shall not be responsible to pay, perform or discharge any liabilities of Inspirata of any kind or nature whatsoever and Inspirata shall pay and satisfy in due course all such liabilities whether incurred prior to or after the date hereof.

8. **Indemnification.** Inspirata does hereby agree to hold DLC, and its successors and assigns, harmless from, and to indemnify DLC against any loss, damages or expense (including legal fees and costs in connection therewith) which DLC may pay or incur as a consequence of any breach by Inspirata of the terms or conditions of this Agreement or in connection with or as a result of any proceeding by Inspirata to set aside or otherwise invalidate this Agreement for any reason. In addition, Inspirata shall indemnify and hold harmless DLC and any person who is serving or previously served as a manager, officer or director of DLC, and each of the DLC's agents, against all damages, losses, fines, costs and expenses, including attorneys' and accountants' fees and costs resulting from or relating in any way to any claim or demand made or threatened, or any action, proceeding or investigation commenced or threatened with respect to any action taken or omitted or alleged to have been taken or omitted by Inspirata in connection with the organization, business or other affairs of Inspirata (including any amounts paid or property transferred, and all costs and expenses, including attorneys' fees and disbursements, incurred in connection with any settlement of any such claim,

action, proceeding or investigation). The foregoing indemnification shall be made only if such action or omission is not determined to constitute willful misconduct, recklessness, or gross negligence by DLC with respect to the matter or matters as to which indemnity is sought. All attorneys' and accountants' fees which are incurred in connection with any matter that is subject to this indemnification shall be paid directly by Inspirata.

9. **Confidentiality.** As a material inducement of the consideration to be received by the Parties to enter into this Agreement, the Parties agree that it is appropriate to maintain the terms of this Agreement, matters regarding the Dispute and termination of the Parties' business arrangement and the settlement provided for herein as confidential on a going forward basis as of the date of this Agreement, meaning that each of the Parties shall not intentionally or recklessly, directly or indirectly, publicize, disclose or communicate, either themselves or through their representatives, with any third party, including but not limited to any vendors, contractors or government agencies, the fact or any terms of this Agreement, specifically including the Settlement Amount or any of the claims made against any other Party. If any Party is asked about the dispute, that Party may respond that the dispute was "amicably resolved," but the Parties may not disclose any terms or conditions contained within this Agreement or suggest that the resolution was favorable or unfavorable to any Party. Notwithstanding the foregoing, it is not a violation of this confidentiality provision for any Party to disclose the terms of this Agreement to: (a) its officers, members, managers, employees, independent contractors, lenders and advisors, but only after any such person receiving information about this Agreement expressly agrees to maintain the confidentiality of this Agreement; and (b) its accountants and attorneys who shall be advised of this confidentiality restriction. In addition, Inspirata shall facilitate a separate confidentiality agreement between DLC and each of A.I. Project Management, Taylor Banasiak Capital LLC, Erik Peterson and Miguel Castro. In addition, to the extent the Parties or their attorneys receive legal process designed to disclose this Agreement, the Party receiving such process shall provide written notice to counsel for the other Parties within two (2) business days of receiving such process so that the other Parties have the option of taking steps to protect the confidentiality of this Agreement, its terms or any information deemed confidential under this Agreement.

10. **Non-Disparagement.** The Parties shall not disparage each other or any of their respective clients, vendors or contractors in any form or fashion, whether written or oral, to any person and/or entity, including but not limited to any clients, vendors, contractors or government agencies, whether that person and/or entity is known or unknown to the Parties. For the purposes of this Section, "disparage" shall mean any negative statement and would include any adverse impacts, whether true or false, made on social media, Yelp, Facebook, Instagram, Google reviews, or any other websites, and any spoken statement, that bears a negative connotation and/or is made to any person and/or entity for the purpose of causing some form of harm to the reputation or business of the other Party. This non-disparagement provision shall apply to each of the Parties and all of their respective affiliates, agents, directors, officers, employees and independent contractors.

11. **Costs and Expenses of the Dispute.** The Parties each agree to bear their own fees, costs and expenses (including any attorney fees or costs) incurred in connection with this Agreement.

9. **Final Settlement.** The settlement payment described herein and the execution of this Agreement are the result of good faith compromise of disputed claims. This Agreement is a full and final settlement of all claims against any other Party that any Party has or may have in the future.

10. **Covenant Not to Sue.** Each of the Parties covenants and agrees not to sue or otherwise bring any suit or claim in any court, arbitration, or other tribunal against any other Party for any claims, as defined herein, released by, or dismissed in connection with this Agreement, provided that such other Party abides by the terms of this Agreement. The Parties further covenant and agree that any Party violating this paragraph is solely liable for any and all attorneys' fees and expenses of any other Party as a result of any such suit by the violating Party, provided that nothing shall prohibit the Parties from enforcing their rights under this Agreement in any manner, including by bringing suit or claim. The Parties further agree not to solicit, induce or encourage in any way a lawsuit, action or claim against the other including any and all entities owned and/or operated by the other Party. In addition, none of the Parties will provide testimony in any matter concerning any other Party without the obligation to do so by a lawfully served subpoena or as otherwise required by law. Notwithstanding the foregoing, if a Party does not abide by the terms of this Agreement, then the covenant not to sue or bring any suit or claim against such Party as set forth above shall be null and void.

11. **No Assignment; Binding.** Each of the Parties represents and affirms that it has not assigned to any third-party any of the claims the Parties have against each other. This Agreement will be binding upon and inure to the benefit of each of the Parties and their respective heirs, administrators, successors and assigns and each of the Parties shall have the right to enforce this Agreement and all its provisions. Any individual executing this Agreement hereby warrants and covenants that said individual has the full authority to enter into this Agreement and execute this Agreement for said Party.

12. **Acknowledgement.** The Parties hereby acknowledge and agree that each of them: (i) has thoroughly reviewed all aspects of this Agreement and has been afforded full and ample time to consider its terms; (ii) had the opportunity to consult with an attorney of such Party's own choosing before signing this Agreement; and (iii) enters into this Agreement voluntarily and is fully aware of this Agreement's contents and legal effect.

10. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions of this Agreement will not be affected thereby.

11. **Entire Contract and Amendment.** This Agreement supersedes all prior negotiations, settlement discussions and representations, and contains the complete and entire agreement between the Parties to this Agreement with respect to the matters contained herein. This Agreement may be modified only by a written document signed by all Parties hereto.

12. **Governing Law and Venue.** This Agreement shall be governed and interpreted under Florida law. Any dispute arising out of or relating to this Agreement shall be brought in Miami-Dade County, Florida.

13. Drafters of the Agreement. In the event that it becomes necessary for any reason to construe or interpret this Agreement, the Agreement will be construed as jointly prepared and written by the Parties hereto.

14. Breach of Agreement. Unless otherwise provided by law, the Parties understand that Parties' continued duties and/or obligations to each other, including but not limited to the obligations and duties in this Agreement, and failure to abide by same shall be deemed a breach of this Agreement.

15. Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any terms, covenants, conditions or agreements contained herein.

16. Authority of Signatories. Each of the Parties to this Agreement represents and warrants that it is authorized to enter into this Agreement and that any required consents, authorizations, or approvals have been obtained.

17. Counterparts; Facsimile and PDF Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Facsimile and PDF signatures shall have the same force and effect as original signature. The counterparts of this Agreement may be executed by electronic signature by either Party and delivered by electronic or digital communications to the other Party, and the receiving Party may rely on the receipt of such document so executed and delivered as if the original had been received.

[Remainder of page left intentional blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date as set forth above.


**DLC Capital Management, LLC,
a Delaware limited liability company**

By: 
Leila Centner, CEO


**The Inspirata Group, LLC (formerly known as
Inspirata Management Company, LLC), a
Delaware limited liability company**

By: 
Andrea D'Alessio, Jr., President

**TAGS 7, LLC, a Delaware limited
liability company**

By: 
Andrea D'Alessio, Jr., President


**Scalaa LP, a Delaware limited partnership
By: Scalaa GP, LLC, a Delaware limited
liability company, its Manager**


By: 
Andrea D'Alessio, Jr. President

**Perpetual Love Equities, LLC, a
Delaware limited liability company
By: DLC Capital Management, LLC,
a Delaware limited liability company,
its Manager**

By: 
Leila Centner, CEO

5001 Residence Trust, a Florida trust

By: 
Leila Centner, Trustee

By: 
Andrea D'Alessio, Jr., Life Tenant

By: 6 D'Alessio's Trust, Remainder Owner

By: 
Leila Centner, Trustee

By: 
Andrea D'Alessio, Jr., Trustee

STATE OF FLORIDA)
 : ss.:
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21st day of September, 2023 by LEILA CENTNER, who ☒ is personally known to me or ☐ has produced _____ as identification.



Jamie B. Mandel
Notary Public
Print Name: JAMIE B. MANDEL
My Commission Expires: 8/9/2024

STATE OF FLORIDA)
 : ss.:
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21st day of September, 2023 by ANDREA D'ALESSIO, JR. who ☒ is personally known to me or ☐ has produced _____ as identification.



Jamie B. Mandel
Notary Public
Print Name:
My Commission Expires:

EXHIBIT “B”

AMENDMENT TO
SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS AMENDMENT TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE (this "Amendment") is entered into this 6th day of October, 2023, by and among DLC Capital Management, LLC, a Delaware limited liability company, and such entity's officers, managers, directors, members, employees, agents, attorneys, affiliates or representatives (collectively, "DLC"), Perpetual Love Equities, LLC, a Delaware limited liability company ("Perpetual Love"), the 5001 Residence Trust, a Florida trust, and The Inspirata Group, LLC (formerly known as Inspirata Management Company, LLC), a Delaware limited liability company, and such entity's officers, managers, directors, members, employees, agents, attorneys, affiliates or representatives, including but not limited to TAGS 7, LLC, a Delaware limited liability company, and Scalaa LP, a Delaware limited partnership (collectively, "Inspirata," and together with DLC, Perpetual Love and the 5001 Residence Trust, the "Parties" or individually, a "Party").

W I T N E S S E T H :

WHEREAS, the Parties entered into that certain Settlement Agreement and Mutual Release effective September 21, 2023 (the "Agreement"). Capitalized terms used in this Amendment, unless specifically defined herein, shall have the meaning given to such terms in the Agreement; and

WHEREAS, the Parties wish to amend the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Settlement Payment.** As of the date hereof, Inspirata has distributed to DLC (or its Affiliates) from the current balance of the Bank Account the sum of Two Million Four Hundred Nine Thousand Six Hundred Forty Two Dollars and 63/100 (\$2,409,642.63). Inspirata agrees to pay an additional One Hundred Fifty Thousand Dollars (\$150,000.00) to DLC as payment in full of the Settlement Amount and all other claims related to liabilities or expenses associated with any Client or Inspirata's own expenses that are not allocable to DLC. The Parties agree that the original Settlement Amount in the amount Two Million Six Hundred Ten Thousand Three Hundred Ninety Five Dollars and 92/100 (\$2,610,395.92) was reduced by the amount of Two Hundred Fifteen Thousand Seven Hundred Seventy Dollars and 40/100 (\$215,770.40) which was paid by Inspirata to A due B CARVING s.n.c. on behalf of DLC on or about September 20, 2023. To the extent that this amount was not in fact paid to the vendor, Inspirata will remain liable for such amount.
3. **Southeast Marine Construction.** The Parties acknowledge that Inspirata paid Southeast Marine Construction the sum of Fifty Thousand Dollars (\$50,000) that was not authorized or approved by DLC. Inspirata will facilitate the return of this amount to DLC in full within the next three (3) business days. To the extent that DLC owes Southeast Marine Construction any amounts for additional work to be performed, DLC will pay such amounts directly to said vendor and not

through Inspirata. If Inspirata is not successful in getting the funds returned to DLC from Southeast Marine Construction in full, then any amounts not received back shall be added to the promissory note referenced in Section 6 below.

4. **Sale of Penthouse.** The Parties acknowledge that Andrea D'Alessio ("D'Alessio") is listed as the Listing Sales Associate on the contract for sale of the property located at 5025 Collins Avenue, Penthouse 1, Miami Beach, Florida ("Penthouse") dated on or about May 24, 2022 between Perpetual Love 5025, LLC ("Seller") and Miriam Weiss, as amended ("Contract"). Prior to the closing of the Penthouse, D'Alessio shall execute an addendum ("Addendum") to the Contract on behalf of the Listing Broker which shall reduce the Brokerage – Transaction Fee due from Seller to the Listing Broker to the sum of Ten Thousand Dollars (\$10,000), with the balance of such brokerage fee to be credited back to the Seller. In the event that D'Alessio does not execute the Addendum as set forth herein, or if for any reason the Brokerage – Transaction Fee payable to the Listing Broker exceeds the sum of Ten Thousand Dollars (\$10,000), then the amount paid to the Listing Broker in excess of Ten Thousand Dollars (\$10,000) shall be reimbursed to Seller in full by Inspirata. (For the avoidance of doubt, this provision shall not impact the Cooperating Broker Fee due by the Seller.)

5. **Return of DLC Property.** DLC and Inspirata agree that all of the equipment listed on attached Exhibit "A" shall be returned to DLC on the date hereof. Notwithstanding the foregoing, Inspirata shall retain the following two items and shall compensate DLC in full for same in the total amount of \$6,487: (a) Alienware Aurora R14 computer and software (see attached Dell invoice number 106553990293); and (b) Epson WorkForce Pro WF-C8690 A3 Color MFP (see attached Dell invoice number 10684404603). Any additional property on Exhibit A that is not returned to DLC on the date hereof in good and working condition (excluding normal wear and tear) shall be paid for in full by Inspirata. In addition, to the extent that Inspirata has not returned all DLC documents, including without limitation, all confidential and/or proprietary business, financial or technical information such as, without limitation, architectural plans and designs, documents, manuals, reports, machines, computer software, and any information gained through discussions and/or meetings, etc. of DLC, and any login and password information for any and all sites related thereto, as of the date hereof, Inspirata shall remain liable for same.

6. **Perpetual Love Loan.** All amounts due to DLC hereunder, including but not limited to: (i) the remaining \$150,000 due as part of the Settlement Payment as set forth under preceding Section 2; (ii) any additional amount that may become due and payable by Inspirata under preceding Section 3 for the monies erroneously paid to Southeast Marine Construction; (iii) any additional amount that may become due and payable under preceding Section 4 in the event that the Brokerage – Transaction Fee paid to the Listing Broker upon the sale of the Penthouse exceeds the sum of Ten Thousand Dollars (\$10,000); (iv) the sum of \$6,487 for the computer and printer as set forth under preceding Section 5; (v) any additional amounts owed to DLC under preceding Section 5 for equipment that is not timely returned to DLC in good and working condition by Inspirata, and (vi) any amounts that may become due and payable under Section 10 below, shall be treated as a loan from Perpetual Love to the 5001 Residence Trust ("New Loan"). The New Loan, which shall be added to the existing mortgage on the Property, shall have the following terms: (a) the maturity date shall be October 1, 2024, at which time all unpaid principal and accrued interest shall be due and paid in full; and (b) interest shall accrue on the outstanding principal of the New Loan at the short term applicable federal rate, with the accrued interest to be paid on the maturity date. Notwithstanding the

foregoing, if Inspirata is in breach of the Agreement as amended hereby, then (A) the Notice of Acceleration previously sent in connection with the Loan which accelerated the maturity date of the Loan to January 15, 2024 shall be reinstated so that the full amount of the unpaid principal and accrued interest shall be due on such date and (B) and the maturity date of the New Loan shall be January 15, 2024, at which time all unpaid principal and accrued interest shall be due and paid in full.

7. **Material Obligations of Inspirata.** The following material obligations of Inspirata remain outstanding as of the date hereof: (a) to the extent incomplete, Inspirata shall transition all of the financial information, systems and services that Inspirata has been handling on behalf of DLC through the Effective Date; (b) delivery of the glass balcony divider separating PH1 and PH2 at 5025 Collins Avenue, Miami Beach, Florida, provided that DLC will be responsible for installation, final inspection and closing out the permit for same (provided that Inspirata may not communicate with any person involved with this matter without a representative of DLC participating in such communications); (c) Inspirata will introduce DLC to A Due B Carving s.n.c, the producer of the Italian statue to be installed at the property owned by Redland Retreat, LLC, and transition the relationship to DLC, provided that Inspirata will remain available for consultation prior to the delivery and installation if requested by DLC; (d) the return of the remaining escrow holdback in connection with the sale of 5465 Pine Tree Drive, Miami Beach, Florida; (e) Inspirata shall cancel and retract all cease and desist letters sent in connection with DLC projects and shall transition all vendor relationships and all plans and permits filed or prepared in connection with DLC projects, whether internally or by third parties, to DLC; (f) Inspirata shall provide all necessary information (including access to QuickBooks and Bill.com) to DLC to prepare the 2023 income tax returns for Inspirata, provided that Inspirata shall pay for the preparation of said returns and shall file all future tax returns beginning with 2024; (g) Inspirata shall allow DLC to participate in and to assume the legal action against K&M Electric Inc.; and (h) Inspirata shall provide a thorough spreadsheet written report to DLC on all open matters in connection with all properties managed by DLC. The transfer of all items that are required to be transferred to DLC hereunder shall be completed within seven (7) days of this Amendment.

8. **Return of Inspirata and Client Property.** DLC and Inspirata agree that Inspirata shall be permitted to remove furniture and other personal items belonging to Nicholas and Susan Maounis that are currently being stored at DLC's warehouse located at 3812-3814 NW 32nd Avenue, Miami, Florida ("Warehouse") on the date hereof, subject to the remaining terms under the Agreement. In addition, Inspirata shall be permitted to remove the two large monitors purchased by Russell Weiner (provided Inspirata can provide proof of payment) and the architectural plan printing machine, paper and ink leased by Inspirata, from DLC's offices on Monday, October 9, 2023 or at another agreed upon date and time.

9. **DLC's Release of Inspirata.** DLC, for itself and its predecessors, successors, affiliates, agents, attorneys, directors, officers, employees and assignees, hereby releases and forever discharges Inspirata and its successors, assigns and agents, past, present and future from any liability arising from and relating to any construction defects in a DLC-managed property serviced by Inspirata (excluding any projects for Clients or any other third party client) provided that the actionable defect claim was caused by a non-Inspirata managed person and/or was caused by work performed after the date of this Agreement. For the avoidance of doubt: (a) Inspirata shall not have any liability for any defects in the floors at 4136 North Miami Avenue, Miami, Florida or 1911 NE

Miami Court, Miami, Florida; and (b) Inspirata shall not be released from liability for any defects arising at 5465 Pine Tree Drive, Miami Beach, Florida, 5011 Pine Tree Drive, Miami Beach, Florida and/or 5111 Pine Tree Drive, Miami Beach, Florida.

10. **Legal Fees and Expenses.** In the event of any litigation resulting from any dispute between the Parties relating to the Agreement as amended hereby, both Parties agree that the other Party will pay the prevailing Party's reasonable legal fees and expenses incurred in connection therewith. In addition, if either Party is in breach of this Agreement and the other Party retains an attorney in order to enforce the provisions of the Agreement as amended hereby, the breaching Party is liable for all reasonable legal fees and expenses incurred by the other Party to enforce this Agreement. In the event that Inspirata is liable for DLC's legal fees and expenses and does not pay any part or all of such fees and expenses within a reasonable time, then the aggregate amount of such fees and expenses shall be added to the New Loan as set forth in preceding Section 6.

11. **Ratification.** Except as expressly modified by this Amendment, the provisions of the Agreement remain in full force and effect, are hereby ratified and confirmed and are binding on the parties in accordance with their terms. This Amendment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, personal representatives, successors and assigns. No additions or modifications of any term or provision of this Amendment shall be effective unless set forth in writing, signed by the Party against whom enforcement of such addition or modification is sought.

12. **Counterparts; Facsimile and PDF Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Facsimile and PDF signatures shall have the same force and effect as original signature. The counterparts of this Agreement may be executed by electronic signature by either Party and delivered by electronic or digital communications to the other Party, and the receiving Party may rely on the receipt of such document so executed and delivered as if the original had been received.

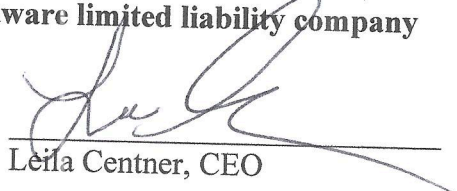
13. **Entire Agreement.** This Amendment is the entire agreement of the Parties with respect to the subject matter hereof and can only be amended by a written instrument signed by the Party against whom enforcement is sought.

[Remainder of page left intentional blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date as set forth above.

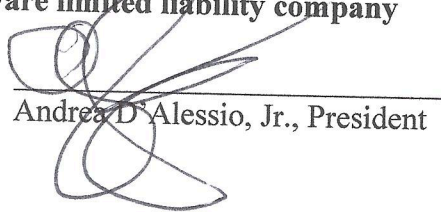
**DLC Capital Management, LLC,
a Delaware limited liability company**

By:


Leila Centner, CEO

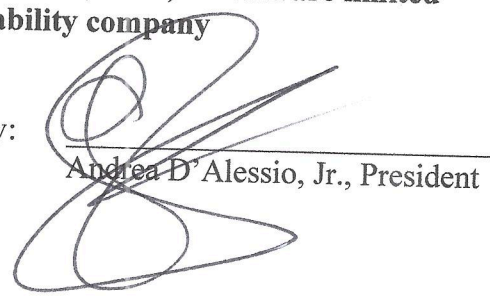
**The Inspirata Group, LLC (formerly known as
Inspirata Management Company, LLC), a
Delaware limited liability company**

By:


Andrea D'Alessio, Jr., President

**TAGS 7, LLC, a Delaware limited
liability company**

By:


Andrea D'Alessio, Jr., President


**Scalaa LP, a Delaware limited partnership
By: Scalaa GP, LLC, a Delaware limited
liability company, its Manager**

By:


Andrea D'Alessio, Jr. President

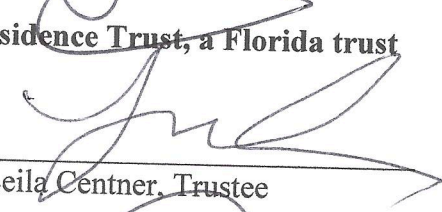
**Perpetual Love Equities, LLC, a
Delaware limited liability company
By: DLC Capital Management, LLC,
a Delaware limited liability company,
its Manager**

By:

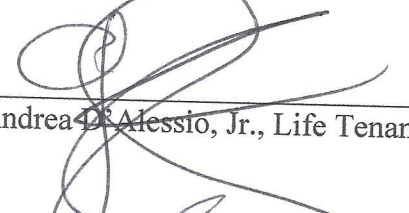

Leila Centner, CEO

5001 Residence Trust, a Florida trust

By:


Leila Centner, Trustee

By:


Andrea D'Alessio, Jr., Life Tenant

By: 6 D'Alessio's Trust, Remainder Owner

By:

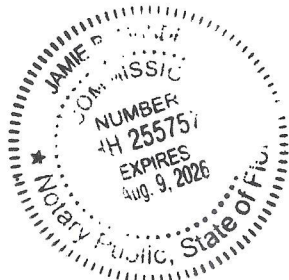

Leila Centner, Trustee

By:


Andrea D'Alessio, Jr., Trustee

STATE OF FLORIDA)
) : ss.:
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before me by means of [X] physical presence or [] online notarization, this 10th day of October, 2023 by LEILA CENTNER, who [X] is personally known to me or [] has produced _____ as identification.



[Signature]
Notary Public
Print Name:
My Commission Expires:

STATE OF FLORIDA)
) : ss.:
COUNTY OF MIAMI-DADE)



Sworn to and subscribed before me by means of [X] physical presence or [] online notarization, this 10 day of October, 2023 by ANDREA D'ALESSIO, JR. who [X] is personally known to me or [X] has produced FL DRIVER'S LICENSE as identification.

[Signature]
Notary Public
Print Name:
My Commission Expires:



EXHIBIT "A"

See attached list of property to be returned to DLC.

EXHIBIT “C”

[REDACTED]

[REDACTED]

From: Andrea D'Alessio
Sent: Thursday, September 7, 2023 5:36 PM
To: David Centner <david@centner.com>; Leila Centner <leila@centner.com>; Jamie Mandel <jbmandel@dlccapmgt.com>
Subject: Fwd: Notification on the Termination of Services

From: Andrea D'Alessio <andrea@inspiratamgmt.com>
Date: September 6, 2023 at 3:02:12 PM EDT
To: Andrea D'Alessio <andrea@inspiratamgmt.com>
Subject: Notification on the Termination of Services

Dear David, Leila and Jamie:

This email is being sent to you as notification that Inspirata Group, Inc. will be terminating its services with each of you and your respective companies effective Monday, September 11, 2023.

This termination of services will end all engagements we have with you and your respective companies. Prior to the effective date of termination, I will provide a list of matters that are currently unfinished to one degree or another. I will be happy to work on transitioning those matters to your new team provided all outstanding accounts are satisfied.

Thank you for your business. We are happy that we were able to work with your team over the past several years and are very proud of all that we have accomplished.

EXHIBIT “D”



Matthew Barnes, AICP

WGI

2035 Vista Parkway
West Palm Beach, FL 33411

09/14/2023

We are writing to notify you that your unlawful copying, dissemination, and/or use of Inspirata Group's Copyrighted Work in any manner whatsoever infringes upon our exclusive copyrights. Accordingly, you are hereby directed to **CEASE AND DESIST ALL COPYRIGHT INFRINGEMENT.**

Inspirata Group is the owner of a copyright in various aspects of drawing, sketches, designs, images, plan production and the like produced in connection with the proposed development program at Flying Cow Ranch Road, below is a copy of the property address and location. (hereinafter the "COPYRIGHTED WORK"). Under United States copyright law, Inspirata Group's copyrights have been in effect since the date that the COPYRIGHTED WORK was created. All copyrightable aspects of the COPYRIGHTED WORK are copyrighted under United States copyright law.

It has come to our attention that you are in possession, custody or control of the COPYRIGHTED WORK, inclusive of electronically stored data. You are hereby notified that copying, dissemination, and/or use of the COPYRIGHTED WORK will constitute copyright infringement in violation of United States copyright laws. Under 17 U.S.C. 504, the consequences of copyright infringement include statutory damages assessed per work, at the discretion of the court, and damages for each event of infringement. If you engage in copyright infringement after receiving this notice, your actions will be evidence of "willful infringement."

We demand that you immediately (A) cease and desist copying, disseminating, and using the COPYRIGHTED WORK and (B) provide us with prompt written assurance within ten (10) days that you will cease and desist from copying, disseminating, and using the COPYRIGHTED WORK.

If you do not comply with this cease-and-desist demand within this time period, Inspirata Group is entitled to use your failure to comply as evidence of "willful infringement" and may seek monetary damages and equitable relief for any occurrence of copyright infringement. In the event you fail to meet this demand, please be advised that Inspirata Group may pursue all available legal remedies, including seeking monetary damages, injunctive relief, and an order that you pay court costs and attorney's fees. Your liability and exposure under such legal action could be considerable.

DocuSigned by:

Andrea D'Alessio

1358048AF8674E7...

Andrea D'Alessio



3050 Biscayne Blvd. Suite 400 Miami, FL 33137
Phone: 305.399.6772 Scalaa.com

Matthew Barnes, AICP

09/14/2023

WGI
2035 Vista Parkway
West Palm Beach, FL 33411


We are writing to notify you that your unlawful copying, dissemination, and/or use of Scalaa LP Copyrighted Work in any manner whatsoever infringes upon our exclusive copyrights. Accordingly, you are hereby directed to CEASE AND DESIST ALL COPYRIGHT INFRINGEMENT.

Scalaa LP is the owner of a copyright in various aspects of drawing, sketches, designs, images, plan production and the like produced in connection with the proposed development program at Flying Cow Ranch Road, below is a copy of the property address and location. (hereinafter the "COPYRIGHTED WORK"). Under United States copyright law, Inspirata Group's copyrights have been in effect since the date that the COPYRIGHTED WORK was created. All copyrightable aspects of the COPYRIGHTED WORK are copyrighted under United States copyright law.

It has come to our attention that you are in possession, custody of control of the COPYRIGHTED WORK, inclusive of electronically stored data. You are hereby notified that and copying, dissemination, and/or use of the COPYRIGHTED WORK will constitute copyright infringement in violation of United States copyright laws. Under 17 U.S.C. 504, the consequences of copyright infringement include statutory damages assessed per work, at the discretion of the court, and damages for each event of infringement. If you engage in copyright infringement after receiving this notice, your actions will be evidence of "willful infringement."

We demand that you immediately (A) cease and desist copying, disseminating, and using the COPYRIGHTED WORK and (B) provide us with prompt written assurance within ten (10) days that you will cease and desist from copying, disseminating, and using the COPYRIGHTED WORK.

If you do not comply with this cease-and-desist demand within this time period, Inspirata Group is entitled to use your failure to comply as evidence of "willful infringement" and may seek monetary damages and equitable relief for any occurrence of copyright infringement. In the event you fail to meet this demand, please be advised that Inspirata Group may pursue all available legal remedies, including seeking monetary damages, injunctive relief, and an order that you pay court costs and attorney's fees. Your liability and exposure under such legal action could be considerable.

DocuSigned by:

1358948AF8674E7...

Andrea D'Alessio



EXHIBIT “E”

From: [Lisandra Guerrero](#)
To: [Jeanelle Gomez](#)
Subject: FW: Andrea communication with Architect for Redland Retreat
Date: Friday, September 20, 2024 2:39:00 PM
Attachments: [image001.jpg](#)

From: Thais Thiesen <thais@regener8farm.com>
Sent: Monday, October 2, 2023 11:48 AM
Subject: Re: Andrea communication with Architect for Redland Retreat

Around noon today, John called me soon after.

Best regards,

Thais Thiesen
General Manager
Regener8 Farm and Retreat
M. 727-251-6776



From: Jamie Mandel <jbmandel@dlccapmngmt.com>
Sent: Monday, October 2, 2023 2:45 PM
To: Thais Thiesen <thais@regener8farm.com>; Bill Riley <Bill@centnerdevelopment.com>
Cc: David Centner <david@centner.com>
Subject: RE: Andrea communication with Architect for Redland Retreat

Thais, when was this called made?

From: Thais Thiesen <thais@regener8farm.com>
Sent: Monday, October 2, 2023 2:42 PM
To: Bill Riley <Bill@centnerdevelopment.com>
Cc: David Centner <david@centner.com>; Jamie Mandel <jbmandel@dlccapmngmt.com>
Subject: Andrea communication with Architect for Redland Retreat

Hi all,

Just wanted to let you know that John Mcinnis, the architect on file for the Redland project was contacted by Andrea. Andrea told him that he owns all the rights for the drawings of this and any project that involved Inspirata. Andrea also told him that he was distancing himself from the company because of what occurred with Bill, that he is owed money for his participation in this and other projects and that any communications regarding the project

should go directly through him from now on. He offered to send him a cease-and-desist letter, which John told him would not be necessary.

Fortunately, all payments and contracts with Sustainable Architecture Initiative, Johns company have been made through Redland Retreat LLC therefore there is nothing anywhere stating that Inspirata was involved with this vendor. Of course, I told John there is nothing to worry about and that he would be continuing to work with us on the project through Redland Retreat and also moving forward with Centner Development.

I called the Civil Engineer on record, and he has not gotten a call from Andrea yet. His contract and payments, however, did go through Inspirata. As of now they are all caught up and for the next phase will need a new contract with Centner Development.

Let me know if there is anything else you would like me to communicate to these or other vendors.

Best regards,

Thais Thiesen
General Manager
Regener8 Farm and Retreat
M. 727-251-6776

EXHIBIT “F”

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

DLC CAPITAL MANAGEMENT, LLC, a
Delaware Limited Liability Company,

Plaintiff,

CIRCUIT CIVIL DIVISION
CASE NO. 2023-028826-CA-01

v.

INSPIRATA MANAGEMENT COMPANY
LLC a/k/a THE INSPIRATA GROUP, LLC,
a Delaware Limited Liability Company;
SCALAA, LP, a Delaware Limited Liability
Partnership; ANDREA D’ALESSIO, JR.;
ANTHONY IANUZZI; and ERIK
PETERSON,

Defendants.

SWORN DECLARATION OF ANDREA D’ALESSIO, JR.

I, Andrea D’Alessio, Jr., declare under oath that the following is based upon
my personal knowledge:

1. I am an individual over the age of 18, competent to make this
declaration, and with personal knowledge and sufficient information for purposes of
providing this sworn testimony.
2. I am President of Inspirata Management Company, LLC a/k/a The
Inspirata Group, LLC (“Inspirata”).
3. I am President of Scalaa, LP (“Scalaa”).

4. I am a custodian of records for Inspirata, including the records discussed in this Declaration.

5. I am a custodian of records for Scalaa, including the records discussed in this Declaration.

6. As President and records custodian for Inspirata and Scalaa, I am familiar with how records are made and kept as part of my business duties.

7. The files and records provided to DLC Capital Management, LLC and/or its attorneys on September 27, 2023, October 2, 2023, October 9, 2023, October 12, 2023, March 1, 2024, July 10, 2024, July 11, 2024 and September 23, 2024 via DropBox, and a September 24, 2024 Microsoft Teams Team Site link, are true and correct copies of all of the files and records in Inspirata's and Scalaa's possession, custody, or control, as of the date each was produced pertaining to the following real properties and/or projects:

- 55 Brookville Road (Brookville)
- 55 Brookville Road (Brookville Furniture)
- 66 NW 42 Street
- 66 Powerhouse Road
- 94 Palm Avenue
- 112 Palm Avenue
- 125-145 NE 20th Street
- 136 NW 35th Street
- 169 NW 35th Street
- 177 NW 35th Street
- 234 NE 34th Street (3350 Biscayne Boulevard)
- 242 NE 34th Street (3350 Biscayne Boulevard)
- 250 NE 34th Street (3350 Biscayne Boulevard)

- 254 NE 34th Street (3350 Biscayne Boulevard)
- 264 NE 34th Street (3350 Biscayne Boulevard)
- 272 NE 34th Street (3350 Biscayne Boulevard)
- 347 Wheatley Road
- 355 Wheatley Road
- 431 NE 29th Street
- 437 NE 29th Street
- 444 NE 30th Street, #505
- 501 NE 31st Street, #201
- 1000 Museum – Hadid
- 1725 Normandy Drive
- 1795 Normandy Drive
- 1850 S Treasure Drive
- 1911 NE Miami Ct (MICA)
- 91 NE 19th Street (MICA)
- 76 NE 19th Terrace (MICA)
- 85 NE 19th Street (MICA)
- 66 NE 19th Terrace (MICA)
- 67 NE 19th Street (MICA)
- 60 NE 19th Terrace (MICA)
- 61 NE 19th Street (MICA)
- 2015 Marseille Drive
- 2336 Biscayne Boulevard
- 2939 NE 4th Avenue
- 412 NE 30 Street
- 3050 Biscayne Boulevard, # 400
- 3131 NE 7th Ave, PH 5201
- 3131 NE 7th Ave, PH 5202
- 3300 Biscayne Blvd
- 3442-3490 NW 2nd Ave
- 3812-3814 NW 32nd Ave
- 4128 N Miami Avenue
- 4136 N Miami Avenue
- 4201 NW 1st Avenue
- 4421 North Miami Avenue
- 4440-4444 North Miami Avenue
- 5025 Collins Avenue, PH1 & PH2

- 8000 NE Bayshore
- 17900 SW 174th Street
- 27686 Manor Hill Road
- 20 W. 53 Street, Apt. 18 B&C (Baccarat)
- 20 W. 53 Street, Apt. 18 B&C (Baccarat Terrace)
- 22 N. Hibiscus Drive
- 745 Jefferson Avenue (Jefferson Properties)
- 755 Jefferson Avenue (Jefferson Properties)
- 761 Jefferson Avenue (Jefferson Properties)
- 3465 NW 2nd Avenue (MET School)
- 17300 SW 177th Avenue and three adjacent lots (Redland Retreat)
- 4153 160th Trail South (Wellington)
- 160th Avenue N, Wellington (Wellington)
- 22 NE 43rd Street
- 4310 North Miami Avenue
- 4848 North Miami Avenue
- 4860 North Miami Avenue
- 84 NW 42 Street (two parcels)
- 5555 Collins Avenue, # 11Z
- 36 NW 42nd Street
- 1-3 NW 44th Street,
- 11-13 NW 44th Street
- 20 NW 42nd Street
- 10792 NW 81st Lane
- 1860 West Avenue, Suite 202 (JetSet)
- 1040 Biscayne Boulevard
- 2900 NE 7th Avenue, TH103
- Edgewater 29th Street Assemblage (ten lots)
- Horse Barn
- Moore Park
- Biscayne Park
- Buena Vista Church
- Citizens Bank Restaurant
- Clemente Park
- E11even
- Real Estate Contracts

8. No files or records pertaining to the real properties and/or projects listed in Paragraph 7 above were knowingly deleted, destroyed, altered, withheld, or transferred out of Inspirata's or Scalaa's possession, custody, or control prior to being produced to DLC Capital Management, LLC and/or its attorneys.

9. The files and records provided on the dates set forth in Paragraph 7 were maintained in the ordinary course of Inspirata's and Scalaa's respective, regularly conducted business activities.

10. The files and records were produced in the same manner and form in which they were ordinarily kept by Inspirata and Scalaa as part of their regularly conducted business activities.

Pursuant to Fla. Stat. § 92.525, I declare under penalty of perjury that I have read the foregoing Declaration and that the facts stated in it are true and correct to the best of my knowledge and belief.

A handwritten signature in black ink, consisting of several loops and a horizontal stroke, positioned above a horizontal line.

Andrea D'Alessio, President
Inspirata Management Company, LLC
Scalaa, LP

EXHIBIT “G”



1121 NW 51st Ct, Fort Lauderdale, FL 33309
(954) 630-2300 / (561) 752-4422
(954) 630-2381 fax
SEMarine@semarineconstruction.com
www.SoutheastMarineConstruction.com

Licensed & Insured

CGC1524635

CHANGE ORDER #1

SUBMITTED TO:

Inspirata Management
Attn: Taylor Banasiak, Andrea D'Alessio
3921 Alton Road, Suite 421
Miami Beach, FL 33140
Taylor: (516) 312, 2200, taylor@inspiratamgmt.com
Andrea: (305) 916-1086, andrea@inspiratamgmt.com

PROJECT:

**94 Palm Avenue
Miami Beach, FL 33140
Rip Rap**

DATE:

October 4, 2023

The Client authorizes and the Contractor agrees to make the following work changes to the original contract:

- Provide and install an **additional** 91.11 cubic yards of 1' – 3' diameter rip rap boulders placed at a 2:1 slope extending a maximum of 8' waterward from the base of the seawall.

The agreed, *additional*, charge for the above change is \$31,885.00