

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

IN RE: THE FORMER MARRIAGE OF

Case No.: 2021-004976-FC-04(33)

SHANNON D’ALESSIO,

Petitioner/Former Wife,

and

ANDREA D’ALESSIO, JR.,

Respondent/Former Husband.

**FORMER WIFE’S MOTION TO SET ASIDE AMENDED MARITAL SETTLEMENT
AGREEMENT AND FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE BASED
UPON FORMER HUSBAND’S FRAUDULENT FINANCIAL AFFIDAVIT AND
FRAUDULENT ACTS**

COMES NOW, Respondent/Former Wife, SHANNON D’ALESSIO, by and through her undersigned counsel, pursuant to Fla. Fam.L.R.P 12.540(b), etc. and hereby files her *Former Wife’s Motion to Set Aside Amended Marital Settlement Agreement and Final Judgment of Dissolution of Mariage Based Upon Former Husband’s Fraudulent Financial Affidavit and Fraudulent Acts*, and in support thereof states as follows:

1. This is a post dissolution of marriage action.
2. On November 17, 2021, the Court entered a Final Judgment Ratifying Amended Marital Settlement Agreement which approved and incorporated by reference the parties’ Amended Marital Settlement Agreement. (See Composite Exhibit “A”).
3. The parties filed all their initial pleadings, i.e. Financial Affidavits, Parenting Plans, Marital Settlement Agreement, Petition for Dissolution, Answer/Waiver, etc. – all on the same day, March 12, 2021. Five (5) days later the Court executed a Final Judgment of Dissolution of Marriage.¹

4. No Mandatory Discovery was conducted, no Certificate of Compliance was filed, yet both parties filed their respective Financial Affidavits. (Exhibit “B” – Former Husband’s Financial Affidavit; Exhibit “C” – Former Wife’s Financial Affidavit).

5. During the Marriage, the parties had five (5) children, three (3) of which are still minor. The Former Wife was a simple homemaker while the Former Husband was a sophisticated businessman and bread winner to the family. During the course of the marriage, the Former Husband controlled the parties’ finances while the Former Wife was left in the dark. The Former Wife relied solely on the Former Husband’s representations regarding the parties’ assets/liabilities.

6. As an aside, currently, the Former Husband is being sued for “tens of millions” of dollars due to fraud he committed in his business dealings, in two separate civil cases; Case No.: 2024-21876-CA-01 and Case No.: 2023-028826-CA-01.

7. The subject of the Instant Motion is based upon the Former Husband filing a fraudulent Financial Affidavit and the Former Wife relying solely on the Former Husband’s representations of his financial wealth/assets/liabilities.

8. Subsequent to the Amended Final Judgment and Amended Marital Settlement Agreement, the Former Wife discovered that the Former Husband filed a fraudulent Financial Affidavit concealing millions of dollars’ worth of MARITAL MONEY of which the Former Wife would be entitled to under the Florida Equitable Distribution statute.

9. First, the Former Husband did not list the marital residence on his sworn Financial Affidavit as either a marital or non-marital asset. It is completely absent from the Financial

¹ An Amended Marital Settlement Agreement and Amended Final Judgment were filed on November 16, 2021, and November 17, 2021, respectively, but no amended Financial Affidavits were ever filed nor further discovery propounded. (See Composite Exhibit “D” – original/pre amended Marital Settlement Agreement and original /pre amended Final Judgment).

Affidavit. The Former Husband drew a horizontal line through that item showing that the asset does NOT exist, YET the Former Husband listed on his sworn Financial Affidavit that a mortgage valued at \$2.3 million dollars was owed BUT listed no account numbers or institution. Moreover, the Former Husband declared to the Former Wife that the marital residence was not owned by him nor subject to equitable distribution. Rather, the Former Husband orally represented to the Former Wife that the marital residence was owned by a third-party trust for which he has no ownership/beneficiary interest, and thus, the marital residence was not subject to equitable distribution.

10. Subsequent to the entry of the Final Judgment, the Former Husband sold the marital residence in June 2021, and PERSONALLY profited millions of dollars from that sale. Said profit was subject to equitable distribution because the Former Husband indeed OWNED the marital residence and lied to the Wife. The trust was a sham all along!

11. Secondly, the Former Husband concealed trusts for which he is the beneficiary and/or owner with corpuses valued at over One Million dollars by putting these trusts in third party names, and thus, were not listed on his Financial Affidavit. Under Florida Equitable Distribution, the Former Wife would be entitled to her half-share.

12. Thirdly, the Former Husband concealed his yearly bonus from the Former Wife and thus, did not list the bonus income when filing his Financial Affidavit. Even though the Former Husband received the bonus post-filing, it should have been listed at the very minimum as a “contingent asset” because the money was earned during the marriage and thus, subject to equitable distribution. The Former Husband asked his employer to NOT release his bonus until 2022, even though it was earned in 2021 during the marriage.

13. Fourth, the Former Husband lists NO bank accounts on his sworn Financial

Affidavit nor account numbers or institution when listing \$150,000.00 in stocks/bonds.

14. Fifth, the Former Husband does not list any persons or entities owed money, i.e. a trust owning the marital residence, on his Financial Affidavit, yet represented to the Wife that third parties are owed money.

15. Accordingly, due to the fact that the Former Husband concealed Millions of Dollars worth of marital assets from the Former Wife, including but not limited to the marital residence, numerous trusts, yearly bonuses, etc. by not listing them on his sworn Financial Affidavit, as well as making direct representations that such to the Wife and third parties that such assets do not exist, the Court should invalidate/void/rescind/set aside the Marital Settlement Agreement, Amended Marital Settlement, Final Judgment and Amended Final Judgment

16. The Former Wife has retained the undersigned law firm to represent her in this proceeding and has agreed to pay them a reasonable attorney's fee. Due to the Former Husband's conduct, he should be responsible for the Former Wife's attorney's fees and costs related to the filing of the instant Motion, and any hearing thereof, pursuant to Fla. Stat. § 61.16 and *Rosen v. Rosen*, 696 so.2d 697 (Fla. 1997).

WHEREFORE, the Petitioner/Former Wife, SHANNON D'ALESSIO, respectfully requests that the Court grant her Motion in its entirety; have the Court set aside/rescind/void the parties Marital Settlement Agreements and the Court's Final Judgments; award attorney's fees and costs to the Former Wife; and any such further relief it deems just and proper.

Respectfully submitted,

RICHARD S. CHIZEVER, P.A.

Attorney for Petitioner/Former Wife

20295 N.E. 29th Place, Suite #200

Miami, Florida 33180

Telephone: (305) 974-1580

Facsimile: (305)974-1372

Email: RChiz@ChizeverLaw.com

Pleadings@ChizeverLaw.com

By: /s/RICHARD S. CHIZEVER

RICHARD S. CHIZEVER

FBN.: 91365

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 18th day of February, 2025, via Eportal
to Mr. Andrea D'Alessio, JR.

/s/RICHARD S. CHIZEVER