

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

Case No.:

PINE TREE DEVELOPMENT, LLC,
a Nevada limited liability company

Plaintiff,

V.

INSPIRATA MANAGEMENT COMPANY, LLC,
a/k/a THE INSPIRATA GROUP, LLC, a Delaware limited
liability company; and DLC CAPITAL MANAGEMENT, LLC,
a Delaware limited liability company; and
A.I. PROJECT MANAGEMENT, INC., a Florida corporation;
and SCALAA GP, LLC, a Delaware limited liability company;
and SCALAA LP, a Delaware limited partnership; and
ANDREA D’ALESSIO, JR., an individual; and
ANTHONY IANNUZZI, an individual; and
ERIK PETERSON, an individual; and
EDUARDO MUHINA, an individual; and
LEILA CENTNER, an individual; and
DAVID CENTNER, an individual.

Defendants.

VERIFIED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, PINE TREE DEVELOPMENT, LLC, a Nevada limited liability company
("Pine Tree") hereby sues Defendant, INSPIRATA MANAGEMENT COMPANY, LLC, a/k/a
THE INSPIRATA GROUP, LLC, a Delaware limited liability company (collectively
“Inspirata”), and Defendant, DLC CAPITAL MANAGEMENT, LLC, a Delaware limited
liability company (“DLC Capital”), and Defendant, A.I. PROJECT MANAGEMENT, INC., a
Florida corporation (“A.I.”), and Defendant, SCALAA GP, LLC, a Delaware limited liability
company (“SCALAA GP”), and Defendant, SCALAA LP, a Delaware limited partnership

("SCALAA LP"), and Defendant, ANDREA D'ALESSIO, JR., an individual, and Defendant ANTHONY IANNUZZI, an individual, and Defendant, ERIK PETERSON, an individual, and Defendant, EDUARDO MUHINA, an individual, and Defendant, LEILA CENTNER, an individual, and Defendant, DAVID CENTNER, an individual and alleges as follows:

JURISDICTION AND VENUE

1. This is an action for damages exceeding the jurisdictional threshold of fifty thousand dollars (\$50,000.00), exclusive of interest, costs, and attorneys' fees. This Court has jurisdiction over the subject matter of this action.

2. Venue is proper in Miami-Dade County, Florida.

3. Plaintiffs' causes of action arose and accrued in Miami-Dade County, Florida.

4. At all material times, Plaintiff was a duly registered limited liability company authorized to conduct business in the State of Florida, incorporated on or about May 25, 2021, and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

5. At all material times, Defendant Inspirata Management Company, LLC was a duly registered limited liability company authorized to conduct business in the State of Florida, incorporated on or about September 20, 2018, and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

6. At all material times, Defendant DLC Capital Management, LLC was a duly registered limited liability company authorized to conduct business in the State of Florida, incorporated on or about September 20, 2018, and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

7. At all material times, Defendant A.I. Project Management, Inc. was a duly registered corporation authorized to conduct business in the State of Florida, incorporated on or about January 9, 2024, and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

8. At all material times, Defendant SCALAA GP, LLC was a duly registered limited liability company authorized to conduct business in the State of Florida, incorporated on or about April 22, 2022, and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

9. At all material times, Defendant SCALAA LP was a duly registered partnership authorized to conduct business in the State of Florida, incorporated on or about April 22, 2022, and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

10. At all material times, Defendant Andrea D'Alessio, Jr. was an individual residing and conducting business in Miami-Dade County, Florida and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

11. At all material times, Defendant Anthony Iannuzzi was an individual residing and conducting business in Miami-Dade County, Florida and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

12. At all material times, Defendant Erik Peterson was an individual residing and conducting business in Miami-Dade County, Florida and conducted the business activities

that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

13. At all material times, Defendant Leila Centner was an individual residing and conducting business in Miami-Dade County, Florida and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

14. At all material times, Defendant David Centner was an individual residing and conducting business in Miami-Dade County, Florida and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

15. At all material times, Defendant Eduardo Muhina was an individual residing and conducting business in Miami-Dade County, Florida and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

16. All conditions precedent to bringing this action have been complied with, waived, excused or otherwise met.

17. Plaintiffs have been required to retain undersigned counsel and have agreed to pay it a reasonable fee. Defendant is liable for these fees pursuant to Florida law, including but not limited to, §§ 501.211 and 768.0425, Fla. Stat.

**SUMMARIZED VERSION OF THE MATERIAL FACTS AND ALLEGATIONS_
THAT COMPRISE THE CASE**

18. This case arises from an elaborate scheme to defraud and steal tens of millions of dollars from Plaintiff and its beneficial owner, Mr. Russell G. Weiner, a self-made billionaire and founder of Rockstar Energy Drinks that started the company in 2001 with \$50,000.00 of his own money, nearly all his life savings. As a matter of housekeeping, the undersigned hereby advises this Honorable Court that the length of this complaint is justified as a

necessity to explain in sufficient detail the premeditated and elaborate scheme to defraud Plaintiff and the theft of tens of millions of dollars, the exact amount of which to be proven at trial following discovery. Plaintiff has reported this matter to several branches of law enforcement, including the Federal Bureau of Investigation, an Assistant United States Attorney, the City of Miami Police Department, the City of Miami Beach Police Department and the Florida Department of Business and Professional Regulations.

19. Following his success in the energy beverage market, Mr. Weiner ventured into real estate speculation by buying and selling residential real estate throughout the country. Mr. Weiner has remodeled homes, but this is the first time he has engaged in building homes from the ground up.

20. Mr. Weiner met Andrea D'Alessio, Jr. when purchasing two residential lots on Miami Beach, Florida from corporate entities owned by Defendants DLC Capital, Leila Centner and David Centner (Leila Centner and David Centner and sometimes collectively referred to hereinafter as the "Centners").

21. Defendant D'Alessio promoted himself as a seasoned luxury home builder that possessed a unique talent for designing and building custom homes at below industry standard costs. He also represented himself as the owner of Inspirata and, later in time, as the owner of SCALAA GP and SCALAA LP. Plaintiff has learned, just recently, that the ownerships of Inspirata, SCALAA GP and SCALAA LP are being disputed by Defendant's DLC Capital and the Centners in Miami-Dade County Civil Case No. 2023-028826-CA-01. Plaintiff has also recently learned that Defendant's DLC Capital and the Centners were participants in the scheme to defraud Plaintiff and were the recipients of funds generated

from those ill-gotten means. An explanation of the relationship among those Defendants and the damages incurred by Plaintiff are reserved to the section of this complaint entitled General Allegations.

22. Based on those representations and Mr. Weiner's desire to build the homes at the lowest possible cost – to maximize potential resale profits – Mr. Weiner's company hired Defendant D'Alessio as its owner's representative and what he thought was his home builder based on Defendant D'Alessio's false representations of himself as a builder and contractor (albeit Plaintiff later learned that Defendant D'Alessio was unlicensed and unqualified).

23. The engagement was negotiated for approximately ten months and resulted in a fixed fee agreement wherein Defendant D'Alessio and his colleague (a "construction administrator") would earn \$40,833.00 a month, an unnamed architect chosen by Defendant D'Alessio (which would become Defendant Muhina) would earn no more than \$175.00 an hour, a zoning analyst would earn no more than \$125.00 an hour and draftsmen would earn no more than \$100.00 an hour.

24. It was clear, as documented in line 80, that all other labor, supplies and materials would be passed through to the client at Inspirata's cost with no upcharges in any form whatsoever.

25. During the ten months of protracted negotiations that formed a *fixed fee / at cost* business relationship, Mr. Weiner met with South Florida's leading home builders. He decided to hire Defendant D'Alessio instead of those companies because Defendant D'Alessio assured him that he could build the projects as well, if not better, than those

companies and at a lower price point. Unfortunately, after the engagement was signed, Defendant D'Alessio took it upon himself to orchestrate a complex and intricate web of deception with a targeted goal to steal as much money as possible from his client.

26. The evidence will demonstrate that Defendant D'Alessio is not a Florida licensed home builder, designer, architect or any other classified professional in the construction industry. Plaintiff has become aware that Defendant D'Alessio has taken Florida's general contractors' exam multiple times and failed.

27. Defendant D'Alessio successfully created a false impression of being an expert in the area through the formation and promotion of several companies, which included two development and project management companies (Inspirata Management Company and The Inspirata Group) and two pseudo architectural companies (SCALAA GP and SCALAA LP). In doing so, he deceptively infiltrated a highly regulated profession where people's safety and finances are trusted to industry professionals. Based on information and belief, Defendant D'Alessio is currently looking for his next wealthy client to victimize.

28. Through these entities, Mr. D'Alessio exercised control over project invoicing for labor, architectural services and administrative matters in this case. It has now become apparent to Plaintiff that Defendant D'Alessio would take extraordinary measures to isolate the client from all other companies working on the project so that he could singularly control the narrative needed to perpetuate his scheme to defraud and steal from Plaintiff.

29. In a direct contradiction to the *at cost* agreement negotiated between the parties, the evidence will show that Defendant D'Alessio added astronomical and unauthorized fees to labor costs and actively worked to increase manhours so he could continue billing the

client.

30. When all is told, Defendant D'Alessio maximized his profits by falsifying invoices, padding invoices, diverting monies to himself and through employing a whole host of other tactics to steal as much money as possible from the Plaintiff.

31. Examples of these tactics include, but are not limited to, engaging his pseudo architectural firm, that the client did not know was owned by Defendant D'Alessio, to design and produce plans for the development program. That firm included approximately a dozen employees billing the client by the hour with no limitation on the number of days or the number of hours they worked. When Plaintiff suggested that Mr. D'Alessio retain professionals with demonstrated track records besides SCALAA, which it did often, the defendant would harshly slander them. On October 10, 2024, after he was caught stealing and fired, Mr. D'Alessio wrote the following to Mr. Weiner about Keith Menin, a well-respected professional in the construction industry: "Though Keith is one of the worst liars and people I've ever met ever and so unqualified its funny". The remainder of the email, which was particularly nasty and attached in its entirety as an Exhibit "A", included the following statements.

after looking deeply into this guy he's like McDonald's compared to me as Carbone The millwork project just completed he [Keith] buried over 2 million in his pocket and this is why hes so intent on the millwork , under ground 2 million fact .. Again my failure you have to try to rely on someone else , My fault

You said my pride to not go back with centners was foolish I didn't go back because of what they did to Bill and others including your project.

... Im not afraid because of the toughness you've taught me of Centner and you , Media none of it .. Im only afraid that I lost a

good Buddy

But there is no one who will ever replace me on that project never

32. Another example included one of SCALAA's employees, Adriana Gonzalez. She earned a salary of approximately \$135,000.00 a year. Her time was billed to Pine Tree at well over \$400,000.00 and paid as invoiced. Plaintiff later learned that Mr. D'Alessio would pay Adriana her normal salary and pocket the rest in violation of the *fee based / at cost* agreement. As will be demonstrated below, Mr. D'Alessio did this with his employees and with third-party employees, including the general contractor – Deere Construction.

33. In the case of Deere Construction, Defendant D'Alessio stole more than \$8,500,000.00 from Plaintiff by adding \$34.00± (110%) to the hourly rate of every worker employed by the general contractor. The contractor had 90 to 100 workers billing 10 hours per day, 6 days a week. That is roughly 900 billable hours per day, six days per week generating approximately 5,400 billable hours weekly. Defendant D'Alessio was adding roughly \$34 per hour resulting in approximately \$183,600.00 every single week in stolen money from Plaintiff. But this despicable act of grand theft wasn't enough for Defendant D'Alessio. He stole even more money by padding the bills with fake hours that didn't exist, which is shown below in Section G.

34. Through this elaborate scheme of grossly inflating the cost of hourly workers from Deere Construction, other vendors with hourly employees, and his own employees, Defendant stealing from Plaintiff than his monthly salary every day.

35. Defendants stole roughly \$25,000,000.00 from Plaintiff through payments

made to Inspirata and SCALAA.¹ This amount is exclusive and in addition to the \$40,833.00 monthly fee paid to Inspirata, which was supposed to be its only compensation pursuant to the agreement, and the grossly inflated fees paid to Defendant D'Alessio's employees and workers. No up charges were permissible. Plaintiff is actively auditing all known accounts and is discovering more acts of theft practically every day. Once a full accounting is completed, Plaintiff intends to supplement this complaint with updated financial reports.

36. The elaborate scheme to defraud Plaintiff was only discovered recently when, on September 13, 2024, Katherine Kallergis, a reporter with The Real Deal, contacted Mr. Weiner via email to alert him that Defendant D'Alessio was not a licensed builder/contractor. She wrote, in pertinent part, the following.

I read in MDPL's blog post that Andrea D'Alessio is your builder, but he does not have a general contractor's license. Who is the general contractor? I see the Inspirata signs on the job site, but Inspirata is not a GC either, according to the state.

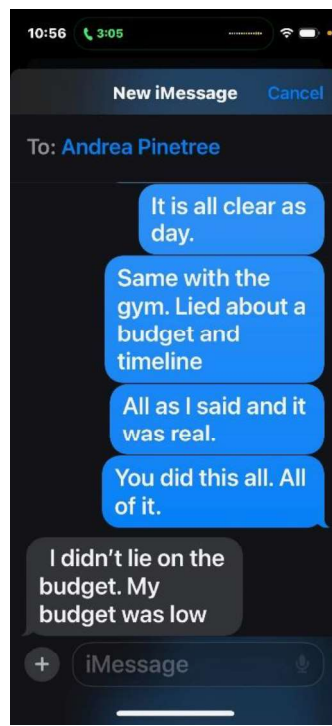
37. Mr. Weiner was in shock by the reporters' accusations concerning Defendant Inspirata and Defendant D'Alessio.

38. Before being contacted by the reporter, Mr. Weiner believed that the agreement he made with Inspirata and Defendant D'Alessio, including the manner and amount of compensation, was being abided. At the time, there were no known reasons to distrust Defendant D'Alessio. His representations as an expert in the field, which were made verbally, in written communications to Mr. Weiner and emphasized on online publications, created a strong, albeit false, sense of trust.

¹ Based on information and belief, Plaintiff has reason to believe that payments made to SCALAA LP were commingled amongst SCALAA LP and SCALAA GP. Discovery in this case will serve to clarify the recipients of the ill-gotten gains alleged herein.

39. The published article included these findings and expanded to include allegations of irregularities with the projects permitting process. *See* <https://therealdeal.com/miami/2024/10/01/inside-billionaire-russell-weiners-miami-beach-home-project/>.

40. That's when he first learned that the project was significantly over budget by approximately \$30 million dollars with construction standing at less than 25% completion.



41. He also learned that several notices of commencement relating to the project were forged by or on behalf of Inspirata. An incident report concerning the forgery has been filed with the Miami Beach Police Department (Case No. 2024-98896).

42. Mr. Weiner confronted Defendant D'Alessio with these findings on or about September 25, 2024.

43. As stated in the affidavit of Keith Menin, a copy of which is attached hereto as

Plaintiff's Exhibit "B", Mr. Menin was present when Defendant D'Alessio was confronted. At that meeting, Defendant D'Alessio confirmed that the initial \$6 million dollar restitution payment was completed on September 25, 2024.

44. Defendant D'Alessio was caught red-handed and asked, both verbally and in writing, to settle the matter expeditiously through a settlement agreement.

45. During these communications, Defendant D'Alessio went to the extreme measure of voluntarily sending Mr. Weiner a password protected spreadsheet showing all his personal and corporate finances and said, "take it all". At the time, there was no dispute that the money was stolen from Plaintiff, and restitution was appropriate. A screenshot of the financial summary tabs made a part of the spreadsheet, which was password protected with "Eggplant73!", is provided at line 49 to this complaint.

46. Defendant D'Alessio's accounts grew to \$11,693,737.00 by October 2, 2024.

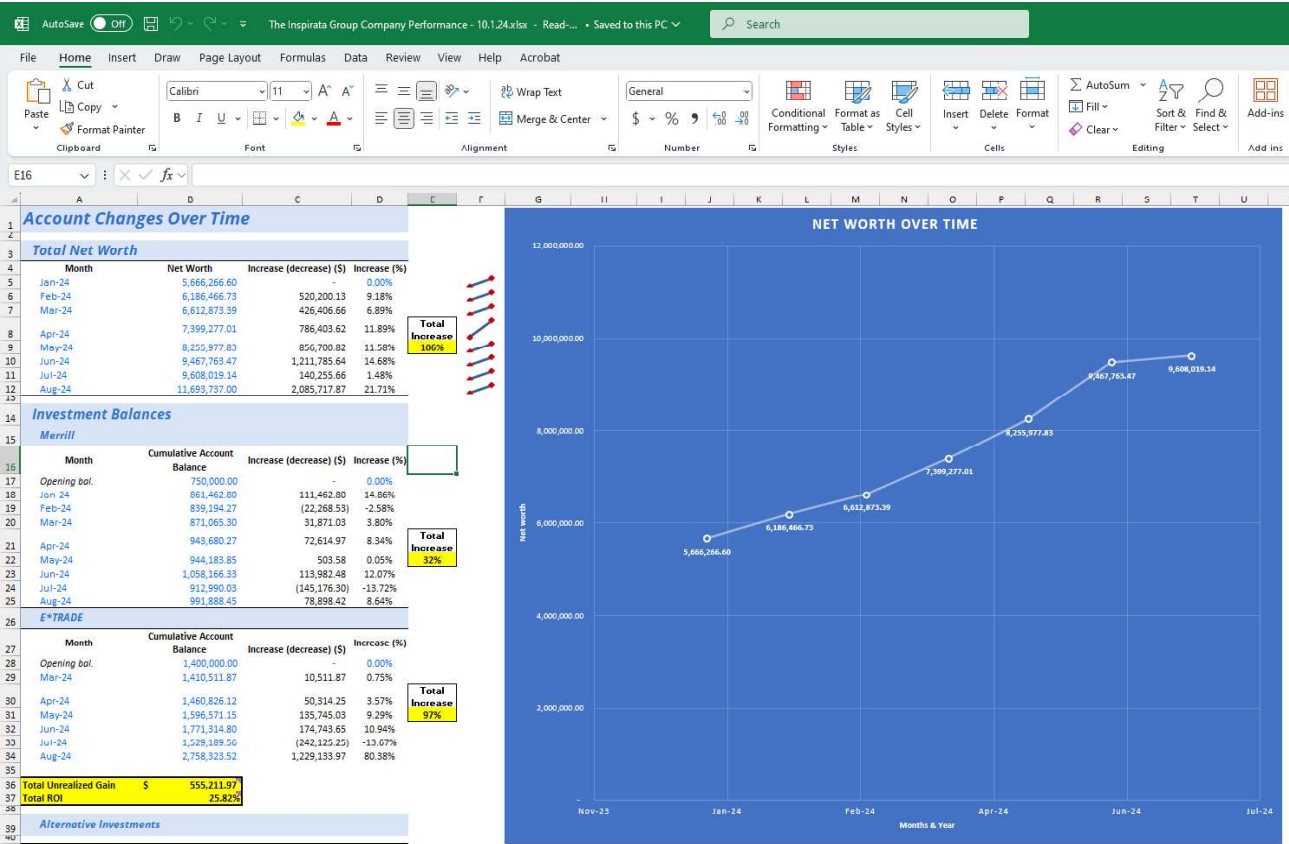
47. A settlement was ultimately reached between the parties, including restitution payments.

48. The agreed upon restitution schedule was: (i) an initial payment of \$6 million dollars via wire transfer to Pine Tree on September 25, 2024, (ii) a second payment of \$4 million dollars via wire transfer to Pine Tree on September 27, 2024 (which was separated from the initial payment at Mr. D'Alessio's request to allow him time to obtain financial assistance from his father and to sell certain securities), and (iii) a final payment of \$1 million dollars via wire transfer to Pine Tree on or before September 25, 2025. As restitution for the remaining monies he stole, Defendant D'Alessio promised to work on the development program until the main house was completed, which is projected to take an

additional three years, to work-off the remaining amount of money he stole.

49. The delayed restitution payment of \$1,000,000.00 in one year permitted Defendant D’Alessio to retain approximately \$1,700,000.00 from the accounts appearing on the financial spreadsheet. When he reneged on the settlement agreement, as described below, Defendant D’Alessio claimed he could not live on “only” \$1,700,000.00.

50. Copies of the financial spreadsheets published by Inspirata are collectively attached hereto as Exhibit “O. The summary tabs of the financial spreadsheet provided by Defendant D’Alessio to Mr. Weiner appear as follows.



Account	Balance					
TAGS 5075	518.21					
TAGS 0144	57,216.40					
Personal 2860	7,469.57					
Subtotal	\$ 65,204.18					
Merrill		Price Paid (Total)	# of shares	Price per share	Price paid	Gain/Loss (%)
GOOGL	308,430.53	241,846.18	1,847	166.99	130.94	27.53%
AAPL	323,027.88	251,042.40	1,428	226.21	175.80	28.67%
AMZN	353,228.04	251,245.44	1,908	185.13	131.68	40.59%
GME	4,394.00	9,584.00	200	21.97	47.92	-54.15%
Cash	2,808.00	-	5,383			
Merrill Subtotal	\$ 991,888.45	\$ 753,718.02				32%
E*TRADE		Price Paid (Total)	# of shares	Price per share	Price paid	Gain/Loss (%)
AAPL	362,840.84	276,321.08	1,604	226.21	172.27	31.31%
AMZN	382,293.45	363,305.78	2,065	185.13	175.94	5.23%
GOOGL	423,486.64	361,658.96	2,536	166.99	142.61	17.10%
IWV	221,021.34	199,732.32	597	370.22	334.56	10.66%
META	235,776.23	199,402.02	409	576.47	487.54	18.24%
NVDA	1,103,544.00	847,344.28	9,452	117.00	898.37	-86.98%
QQQ	27,641.74	2,727.74	57	481.27	474.93	1.34%
Cash	1,719.28	1,719.28	-	-	-	
E*TRADE Subtotal	\$ 2,758,323.52	\$ 2,252,211.46	16,700			22.47%
CHI	5,887.95					
Subtotal	\$ 5,887.95					
Inspirata 3975	98,038.07					
Inspirata 5717	335,808.61					
SCALAA 0539	85,868.56					
Discover 1297	56,426,866.39					
Subtotal	\$ 6,946,581.63					
		Value	Initial investment	% RoR		
PRF Fund i	197,118.40	250,000.00	28.93%	No portal		
MARS FX US LP	336,602.66	250,000.00	34.64%	No portal		
Sundance Debt Partners I		250,000.00	-100.00%	Portal		
AIR US Life Fund II QP	266,930.21	250,000.00	6.77%	Portal (have access as of 12/14/2)		
Subtotal	\$ 925,851.27	\$ 1,000,000.00				
Total	#####					

51. Based on information and belief, Defendant Peterson authored or co-authored the financial spreadsheet and assisted Defendant D'Alessio with the \$6,000,000.00 restitution payment via wire transfer.

52. Defendant D'Alessio reneged on the settlement agreement on or about September 26, 2024. Although it was the day after the initial wire was reportedly sent, Defendant D'Alessio somehow miraculously intercepted the wire transfer and stopped all restitution payments to Plaintiff. Screenshots of example text messages by and between Defendant D'Alessio and Mr. Weiner, as well as a screenshot of the confirmation of wire transmittal, are provided on the next page.

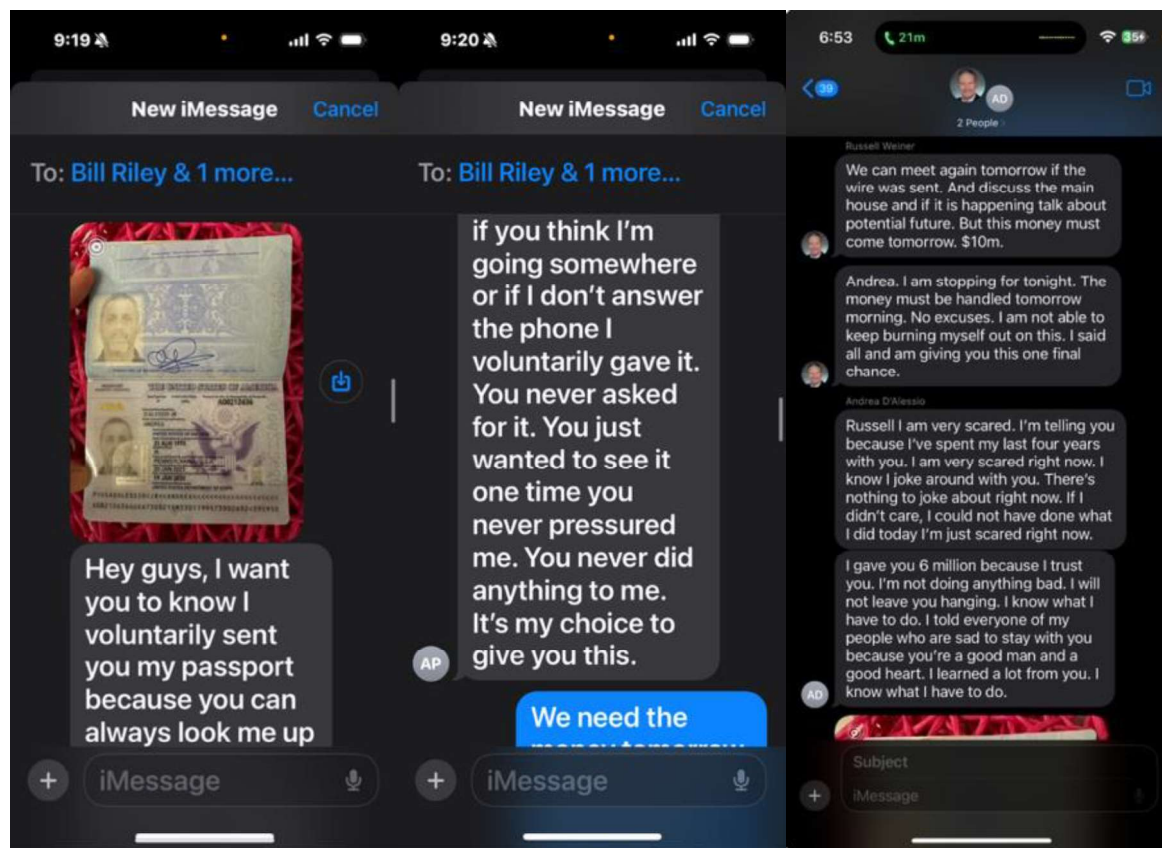
53. No restitution was ever made to Pine Tree. In lieu of the payments, Mr. D'Alessio offered to surrender his passport to Plaintiff as a guarantee that he would not flee

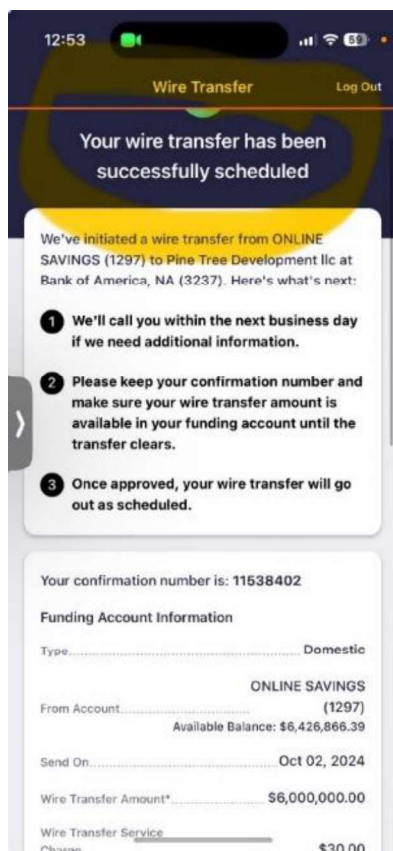
the country with his newly married wife, which has been identified as a Brazilian national. Plaintiff refused to accept Defendant D'Alessio's passport.

54. Pine Tree has paid over \$49 million dollars on this development project, excluding the purchase price for the land. The project is less than 25% completed.

55. Approximately \$47 million dollars of the total was paid to Inspirata, including well over \$3 million dollars for construction plans. The construction plans are now being withheld from Plaintiff in a vindictive and extortionist act to further harm the Plaintiff.

56. Defendant's Inspirata, SCALAA LP, SCALAA GP, A.I., D'Alessio, Iannuzzi and Muhina have been requested to transition the construction project to a new team by transmitting the construction plans to Pine Tree in Revit and/or CAD formats.





57. Based on information and belief, Defendant D'Alessio has been actively encouraging contractors, sub-contractors, architects, engineers, suppliers, etc. to refrain from providing Plaintiff with the plans in Revit/CAD formats in a vindictive attempt to delay the construction project and maximize damages to Pine Tree. Very similar circumstances were pleaded by Mr. D'Alessio's former client in Miami-Dade County Case No. 2023-028826-CA-01. Based on these vindictive measures, Plaintiff has been left with no other options other than to hire a new architect and various other professional to basically start the plan process over and to mitigate Plaintiff's damages resulting from the delays in construction caused by Defendant D'Alessio's actions.

**A DETAILED VERSION OF THE MATERIAL FACTS AND ALLEGATIONS
THAT COMPRISE THE CASE**

A. THE PARTIES

58. Pine Tree Development, LLC was incorporated on behalf of Russell G. Weiner for the purpose of purchasing 5011 Pine Tree Drive, Miami Beach Florida, 33140 and 5111 Pine Tree Drive, Miami Beach, Florida, 33140 (collectively referred to herein as the “Property” or “Properties”).

59. The Properties were owned by Perpetual Love 5011 Residence Trust and 5111 Pine Tree Trust, both of which were owned by the Centners.²

60. Defendants Inspirata, SCALAA GP, SCALAA LP, A.I., D’Alessio, Iannuzzi, Peterson, and Muhina were independent contractors to Pine Tree from or about November 17, 2021, to September 25, 2024, except Defendants A.I. and Iannuzzi who were terminated on or about October 10, 2024.

61. Defendant Andrea D’Alessio, Jr. worked for the Centner’s at the time and negotiated the transaction and the closing of the Properties on their behalf. Russell G. Weiner negotiated the transaction and the closing of the Properties on behalf of the Plaintiff. Mr. Weiner and Mr. D’Alessio met for the first time during this transaction.

62. Defendant Inspirata, which was also employed by the Centner’s at the time of the real estate transaction, was a special purpose entity managed by Mr. D’Alessio. Inspirata was marketed as a longstanding and prestigious design-build construction firm. The beneficial

² The southern lot, located at 5011 Pine Tree Drive, was improved with a Mediterranean mansion facing the Indian Creek waterway and was designed by Russell Pancoast in the 1920s. The home was designed and constructed for Irving A. Collins, a son of John S. Collins.

ownership of Inspirata is currently being disputed in Miami-Dade County Civil Case No. 2023-028826-CA-01.

63. Defendant SCALAA GP, which likewise was employed by the Centner's at the time of the real estate transaction, was formed as an architectural firm owned, at least in part, by Defendant D'Alessio and Defendant Muhina. It has been reported that Defendant D'Alessio is the primary beneficial owner of SCALAA GP with a 95% interest. It has also been reported that Defendant Muhina is a minority beneficial owner of SCALAA GP with a 5% interest. Defendant D'Alessio does not hold any professional licenses with the State of Florida, other than a Real Estate Brokers License pursuant to License No. BK3495570. Mr. Muhina is a licensed architect in the State of Florida pursuant to License No. AR0014862.

64. Defendant SCALAA LP, which also was employed by the Centner's at the time of the real estate transaction, was allegedly formed as the holding company for Mr. D'Alessio's 95% interest in SCALAA GP. The true beneficial ownership of SCALAA LP is currently being disputed in Miami-Dade County Civil Case No. 2023-028826-CA-01.

65. Defendant Anthony Iannuzzi, who was likewise employed by the Centner's at the time of the real estate transaction, reportedly earned a degree in construction management from Tufts University. Mr. Iannuzzi was the president of construction activities for the Centner's and, prior to that, served them as a project manager for construction.³

66. Defendant A.I. Project Management is a special purpose entity owned by Mr. Iannuzzi and formed after Mr. Iannuzzi's departure from the Centner's.

67. Defendant Erik Peterson, who was also employed by the Centner's, is a financial

³ Mr. Iannuzzi and Mr. D'Alessio have known one another since Mr. Iannuzzi was born, and they generally grew up together in Pennsylvania.

bookkeeper. He generally processed all payment requests from construction vendors, assisted in the creation of construction budgets and issued payment requests among other things.

68. Defendant Eduardo Muhina, who was likewise contracted by the Centner's, is the architect of record for Plaintiffs Pine Tree projects. In addition to his stake in SCALAA GP, Defendant Muhina managed an independent architectural firm named Red Design Group, where he spent most of his working hours servicing unrelated clients. He received approximately \$10,000.00 per month for his services to Inspirata, including both Plaintiffs projects and projects for SCALAA LP's other clients. Despite his actual fee, which should have been passed through to Pine Tree at a fixed amount, he was billed as an hourly worker to Pine Tree. Generally, Pine Tree was invoiced five hours a day, Monday through Friday, for Mr. Muhina's services. Based on information and belief, Mr. Muhina did not work on the Pine Tree projects anywhere close to 25 hours per week.

69. The Centner's terminated the defendants in September 2023 and initiated litigation against many of them. At that time, Inspirata had approximately four known clients, including Plaintiff.

B. DEFENDANT D'ALESSIO AND DEFENDANT INSPIRATA

70. Prior to the real estate closing on the Properties, Mr. D'Alessio represented to Mr. Weiner that he was a seasoned architectural designer and builder of luxury custom homes in Pennsylvania, New York and Florida.

71. Mr. D'Alessio's representations to Mr. Weiner appeared to be justified based on the promotional materials published on various websites. The websites, which are all reportedly owned, operated, supervised and maintained by Mr. D'Alessio – in one form or another –

include: (i) the website for *Inspirata* located at hyperlink <https://theinspiratagroup.com/home/>, (ii) the website for *D'Alessio Inspired Architectural Designs* located at hyperlink <https://www.builtbydalessio.com/>, (iii) the website for *The D'Alessio Group* located at hyperlink <https://www.thedalessiogroup.com/home/>, and (iv) his professional curriculum vitae published on LinkedIn located at hyperlink <https://www.linkedin.com/in/andrea-d-alessio-jr-7522171a/>. A summary of the promotional materials and content appearing on each website is provided below.

72. A collective examination of the websites reveal that Mr. D'Alessio marketed himself as: (i) an award-winning architectural designer and developer of luxury residential homes; (ii) a renowned real estate broker; (iii) a seasoned contractor and (iv) a pseudo-architect.

C. PROMOTIONAL WEBSITES PUBLISHED BY DEFENDANT D'ALESSIO AND/OR DEFENDANT INSPIRATA

73. Inspirata's website includes five sections, including a homepage, an informative page titled "About", a solicitation page titled "Services", a qualification page titled "Projects", and a "Contact" landing page.⁴ The website captures some of the deceptive practices Inspirata and Mr. D'Alessio used against Plaintiff and Mr. Weiner.

The image appearing below is published on the Inspirata homepage. It appears as a declaration signed by Mr. D'Alessio wherein he describes himself as the founder of the company. The website promotes that the company was (i) founded in 1990 (although it wasn't incorporated until 2018)⁵, (ii) as a company that has constructed 30 projects (although Mr.

⁴ A true and complete copy of the Inspirata website is attached hereto and incorporated herein as Exhibit "C".

⁵ Inspirata Management Company, LLC was incorporated on September 20, 2018, pursuant to State of Florida Division of Corporations Document No. M18000008692 and not 28 years earlier as reported on its homepage. The founder, Andrea D'Alessio, is currently 50 years of age. If Inspirata was founded in 1990 as published, Mr. D'Alessio would have founded it as a 16-year-

D'Alessio is not licensed as a contractor or designer with the State of Florida), (iii) as a company that employs 20 AEC professionals (AEC stands for architecture, engineering, and construction albeit none of his employees are reportedly licensed in any of these professions), and (iv) as a company that maintains 12 building partners (although the only known partnership is with Mr. D'Alessio's pseudo architectural firm SCALAA). The background image is an aerial view of Plaintiff's property at 5011 Pine Tree Drive, Miami Beach, Florida.



Inspirata's informative page, under the *About* tab, begins by introducing its team members with a photograph of sixteen individuals, including Defendant D'Alessio, Defendant Peterson, Defendant Muhina and Defendant Iannuzzi. It describes the company as a "construction enterprise committed to crafting not just buildings, but exceptional experiences that redefine luxury". It merges the services reportedly provided by Inspirata, SCALAA GP and SCALAA LP, as well as the people employed by each company by picturing Defendant Muhina, under one umbrella. Promotional statements litter the *About* section of the website. The following declarations of expertise in the construction industry are some of those statements.

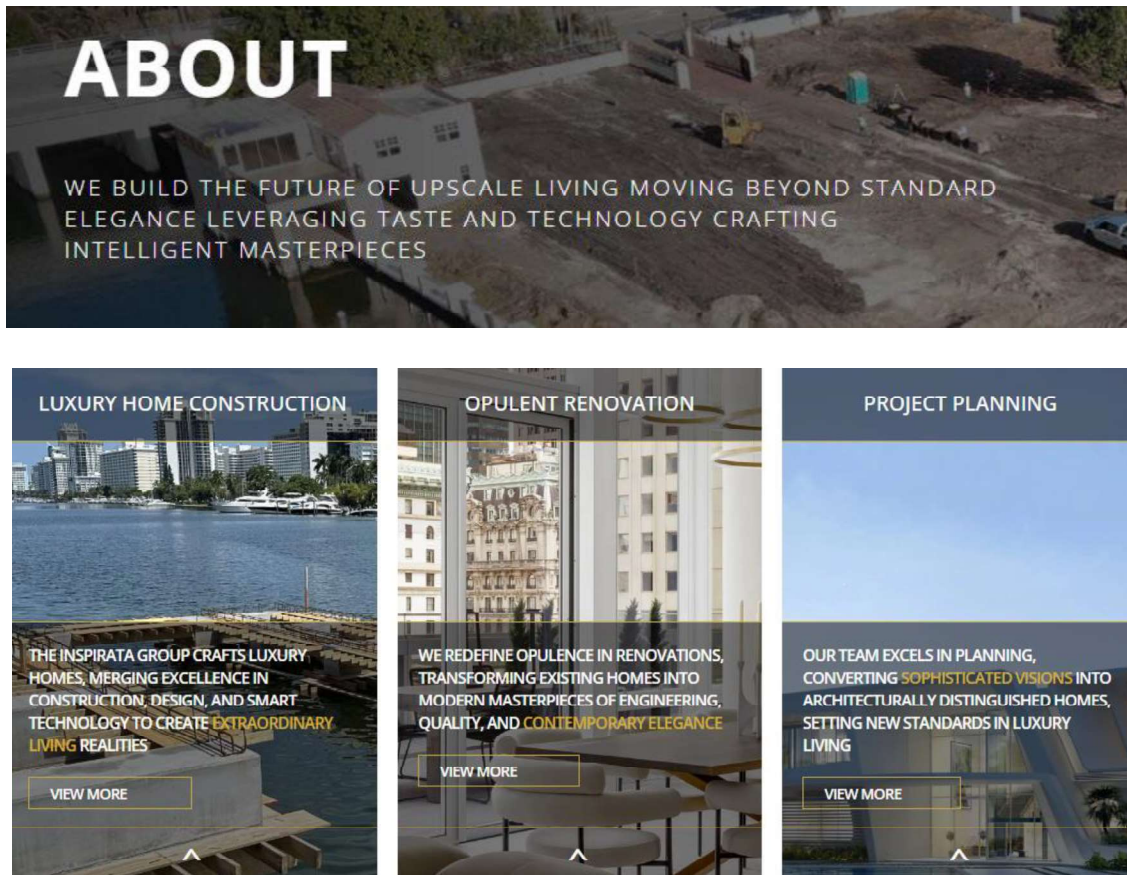
old minor.

- We are dedicated to creating spaces that inspire, evoke awe, and seamlessly blend luxury with functionality.
- Our journey is one of transcendence - from the ordinary to the extraordinary. We dream big, build bigger, and reimagine the world one project at a time. Every structure we build tells a story, and every space we create breathes life.
- We believe in the power of construction to elevate spaces into masterpieces. Our mission is to bring visionary designs to life, pushing the boundaries of innovation and setting new benchmarks in luxury construction.
- Join us at The Inspirata Group, where we transform dreams into reality, one brick at a time. We welcome collaborations with architects and clients who share our vision for extraordinary and luxurious spaces.



The *Services* section of the website is titled – “what and how we build”. It offers potential clients with six separate service areas, including (i) “Luxury Home Construction”, (ii) “Opulent Renovation”, (iii) “Project Planning”, (iv) “Special Projects”, (v) “Site Management”, and (vi) “Landscape Construction”. Seven background images appear in this section, each of which is an image of the Plaintiff’s Properties and the Plaintiff’s planned residences. The services offered by Inspirata are listed as a one-stop shopping menu for custom residential development. Inspirata

promotes its alleged expertise by depicting and describing itself as follows.⁶



The *Projects* page showcases three residential properties. These properties include the Plaintiff's Properties, a home located at 5465 Pine Tree Drive, Miami Beach, and a property owned by the Centner family in New York. Based on information and belief, the owners of these three properties are the ones that comprise most of Inspirata's clientele for the past several years.

74. The D'Alessio Group website promotes Mr. D'Alessio as a "renowned real estate agent, luxury architectural designer, and residential building constructor".⁷ Reportedly founded

⁶ The only individual in the above photograph that holds a professional license in Florida, other than the real estate license previously mentioned, is Eduardo H. Muhina. Mr. Muhina is a licensed architect (License No. AR0014862). Mr. Muhina is not a member of Inspirata. He is a minority member of SCAALA.

⁷ A true and complete copy of the D'Alessio Group website is attached hereto and incorporated herein as Exhibit "D".

in 2001, the website claims that The D'Alessio Group is an award-winning company that offers building design, architectural, and construction services. It is generally the same promotional information found on the Inspirata site albeit in a different format and arrangement. Although he promotes himself as an architectural designer and residential building constructor, Mr. D'Alessio does not possess a State of Florida license for design or construction. Mr. D'Alessio has failed the Florida General Contractor exam multiple times over several years.

A reasonable person would undoubtedly conclude that a real estate builder, constructor and contractor are synonyms. The industry generally defines the term "constructor" as "someone who undertakes a construction project for an owner (like a general contractor) ... Plain and simple, constructors have the overall responsibility of a project in making sure everyone follows the mandatory regulations".⁸ Examples of constructor responsibilities, as published by Zippia The Career Expert, include the following:

- Perform welding, hoisting, rigging, and material handling to construct and repair elevators.
- Conduct QA/QC inspections of transmission lines during excavations and concrete placements to ensure compliance with design packages.
- Skill in electrical and mechanical field of elevator products, relay logic, hydraulics, hoisting and rigging.
- Work from ladders, scaffolds, or roofs to install, maintain, or repair electrical wiring, equipment.
- Construct hydraulic and traction elevators.
- Install and modernize hydraulic and traction elevators.
- Utilize vibration and temperature analysis and specialize tools to monitor, troubleshoot and repair pump deficiencies.
- Have knowledge of reading electrical and construction schematics as they pertain to the elevator trade.

A home builder "manages the entire building process [including] overseeing construction teams,

⁸ See www.welldoneinc.ca/contractor-vs-constructor/#:~:text=What%20is%20a%20constructor%3F,or%20partial%20project%20by%20h,imself.

coordinating with various trades, and ensuring that every detail of the home is executed according to plan”.⁹ The term “contractor” is defined as “someone who hires and employs one or more workers, which may include subcontractors and independent contractors ... [t]hey perform the work and supply services in a construction project”.¹⁰

75. The D’Alessio Inspired Architectural Designs website is the third promotional site for architectural design and building services published on behalf of Mr. D’Alessio.¹¹ Fourteen projects are listed throughout the website, including a European castle, a 5-star outdoor resort oasis, the Bryn Athen Cathedral, and many others. The website is completed with five sections, including a homepage, a section “About Us”, a “Project Showcase” section, a “Design Showcase” section, a “News” section and a “Contact” page.

D’Alessio Inspired Architectural Designs was reportedly founded by Mr. D’Alessio in 2001. The company overview statement describes the company as follows: “*D’Alessio Inspired Architectural Designs* is a unique international full-service Home-Design and Legacy Building Company”. The promotional materials include a declaration that the company, and its principal Mr. D’Alessio, have received international acclaim and prestigious awards for its building projects. A few examples of these declarations are as follows.

- *D’Alessio Inspired Architectural Designs* is renowned for their award-winning, scrupulous attention to exquisite interior and facade customized architectural details that create one-of-a kind crafted luxury mansions. Delicate refinements of line and proportion in the form of curves give sculptural quality as well as a distinct and unique signature to your D’Alessio built project.

⁹ See www.jaymarchomes.com/articles/builder-vs-general-contractor/

¹⁰ See www.zippia.com/real-estate-developer-jobs/real-estate-developer-vs-constructor-differences/

¹¹ A true and complete copy of the D’Alessio Inspired Architectural Designs website is attached hereto and incorporated herein as Exhibit “E”.

- The D'Alessio team will build you a 21st century castle, luxury mansion, luxury estate, European chateau, renovation or an outside living space as well as restore or reproduce a historic building design, or build a commercial, public or monumental project.
- We are well known for Gothic and Romanesque architectural details and our award-winning expertise in the use of masonry and building granite.
- We are unequalled for the use of sustainable design — utilizing authentic building materials in our hand-chiseled hammered stone, granite and stucco facades, outdoor living hardscapes-steps, terraces, plaza paving, public, institutional and monumental spaces.

The declarations are extensive and emphatically state that Mr. D'Alessio possesses unparalleled talent and expertise as a designer and builder of custom luxury homes.

The reporting of accolades as a home builder and architectural designer that are showered on Mr. D'Alessio on the homepage continues in the *News* section. Those accolades include, but are not limited to, the following:

- The company received, for the second year in a row, two 'Highly Commended' awards from The International Property Awards (IPA— <http://propertyawards.net/>). D'Alessio received commendations for Architecture Design Single Residence and Residential Landscape Architecture juried by seventy-professionals in the global residential and commercial property industry.
- D'Alessio received commendations for Architecture Design Single Residence and Residential Landscape Architecture juried by seventy professionals in the global residential and commercial property industry.

In promoting himself as a leader of industry in custom home building, Mr. D'Alessio announces on his website that he wrote an editorial in *Timeless Luxury-Ninety Years of the (Rolls-Royce) Phantom*, appearing in Chapter 3 wherein he reportedly discusses “the art of legacy home-

building design and how intrinsic details give a home the feeling of luxury and sense of warmth”.

76. Mr. D'Alessio's professional curriculum vitae published on LinkedIn further promotes D'Alessio Inspired Architectural Designs and Mr. D'Alessio personally as ones that “creates, restores, renovates and reproduces historic, and builds new with authentic building materials”.¹² It describes his company as a “national firm providing clients a total integrated continuum of high quality design/build services right from the initial site selection and architectural design of a project to final building construction”.

D. INSPIRATA'S ENGAGEMENT PROPOSALS TO PINE TREE

77. Pine Tree began working with Inspirata on a residential redevelopment program for the Properties in 2021. The cornerstone of the relationship was Defendant D'Alessio's gross misrepresentations of being an internal award-winning designer and builder of custom luxury homes that could complete the Pine Tree projects quicker and at a lower cost than its competitors. Pine Tree ultimately hired Mr. D'Alessio, through Inspirata, as the designer and builder for the planned homes.

78. The engagement agreement was a protracted negotiation that took nearly a year to complete. The negotiations that transpired over that period leave no room to doubt that the agreement between the parties was founded on an *at-cost* approach. Meaning Inspirata would be compensated with a fixed monthly fee and all other invoices, with one exception, would be passed directly to the Plaintiff with no mark-ups or price increases whatsoever. The sole exception to this approach was that the parties agreed to a fixed hourly fee for an architect, supporting draftsmen and a zoning analyst.

¹² A true and complete copy of the Mr. D'Alessio LinkedIn Page is attached hereto and incorporated herein as Exhibit “F”.

79. The first proposal provided by Mr. D'Alessio to Mr. Weiner was a *cost-plus* arrangement, which means that the builder would be compensated for all costs spent on the construction plus a set percentage of labor and materials that would serve as the builder's gross profit. This proposal, which included a 20% gross profit arrangement, was emailed by Mr. D'Alessio to Mr. Weiner on January 10, 2021, a copy of which is attached hereto and incorporated herein as Exhibit "K". The proposal was rejected by Mr. Weiner.

80. On April 23, 2021, Mr. D'Alessio presented a revised proposal to Mr. Weiner. The revised proposal, which was also presented by email, was a *fee-based / at-cost* arrangement, which means that identified individuals would be compensated at a fixed monthly fee and all other labor and materials would be passed-through to the client at the builder's cost. A verbatim copy of that email is below, and a hardcopy is attached hereto as Exhibit "L".

Russell,

I Just want you to know it's been a pleasure getting to know you and putting this project together over the past few Months. I know together we are going to build the best house in Miami and Have a great relationship together.

Here is the fee schedule:

People you need [t]o start on 5/3

- 130,000 [a] year / Project manager / All Scheduling, estimates, specifications, Meetings, Contracts, / 80% in the office, 20% in the field
- 60,000 [a] year/ Project manager Assistant / Same as above
- 450.00 per hour / Bill will used on a per hour basis / William riley, Zoning Attorney

Andrea D'Alessio: 80,000 per month

Russell, This is what it takes to get this thing done, This team

would start 5/3, I Already Started 1/1 ...

This is very fair For what I usually get, Including paying **My people at my cost**. I want to Do this ... Keep in mind we haven't started and I saved you at least 250k today with Saota, and that's being conservative .. you seen it first Hand

Lets do this man¹³

81. Mr. D'Alessio sent Mr. Weiner a follow-up email on April 28, 2021, concerning the revised proposal. He wrote:

I'm waiting on a call Back from Richard, we spoke briefly yesterday and Im looking to hear from him today or ill call him This afternoon , Both for the sale of the property and access to start a survey..

You have to make a decision man, you see what I do and how fast this will work. In the last 4 months I've had to constantly combat all the information from all your consultants, advisors and friends have told you including yesterday when you wanted to cancel a contract because of *a much less competent contractor* basically saying we are paying too Much then putting me in a position saying you didn't approve it. I want to go under a **fee based contract** that you can pull out with 60 days notice for any reason, any reason at all. Im already losing time by not Having My PM Taylor not getting the surveys for the properties and the seawall, Bill With FPL and all utilities and lobbying the city, DRB!

What I did 2 days ago was sign up the best team around and quickly for the seawall and theres no one around you whos doing that because of your wealth and power, They will all be yes men because they fear you, Not Me, You can design it with me but *no one, No one will run it like Me and My team*. In 4 months ive been right on everything my friend, Lets do this together. If you decide to go with someone else it will suck but no hard feelings as I like you as a friend man.

Please acknowledge the 300k savings with saota, another at least 100k with seawall and the best designer and dock builder around and im being conservative, I know what im worth because I know this business in and out .. If you think im not fair your mistaken

13

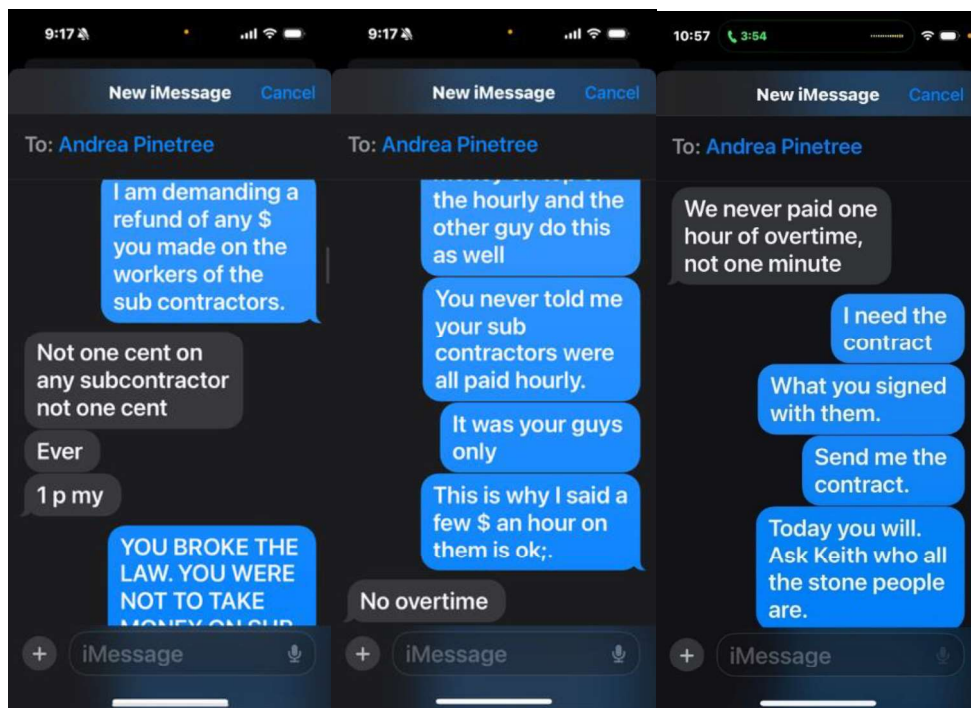
A true and complete copy of the referenced email is attached hereto and incorporated herein as Exhibit "G".

only because of your inexperience in this whole process ..

Lets do it Man and move forward

Respectfully Andrea

82. The fact that the parties had a *fee based / at cost* agreement has never been in dispute. In fact, within the past 30 days, Defendant D'Alessio confirmed (once again) that that all work was to be billed at cost.



These statements, including the comment that it was acceptable to include a few dollars an hour (meaning \$2.00 per hour), were made when Defendant D'Alessio claimed that he was carrying general liability and workers compensation insurances for the job sites. Plaintiff later learned that Deere Construction had both general liability and workers compensation insurances for the entire job. Deere Construction was paying for the insurance premiums and Plaintiff was being charged for the insurance premiums through Deere Construction's invoices, which Plaintiff paid as part of the labor burden included in Deere Construction's unmodified invoices (i.e., the invoices

published before Inspirata padded them).

83. On November 21, 2021, engagements were signed by Mr. D'Alessio and Mr. Weiner. There were two forms of the agreement, and both were signed. The first was issued by Inspirata Management Company, Inc. and the second was issued by its fictitious name "The Inspirata Group" (sometimes collectively referred to hereinafter as the "Agreement").

84. The first engagement agreement provided a limited scope of services and, in pertinent part, read as follows:

[Inspirata Management Company, Inc. referred to as "IMC"] is being engaged to serve as owner's representative to Client in connection with the proposed construction of one or more detached single-family residences at the Property, the massing, scope and design of which have yet to be defined (collectively the "Development Program"). IMC's services pursuant to this engagement will consist of providing Client with professional advice and representation regarding pre-construction land use planning, architectural design and development entitlements matters associated with the Development Program. The Parties hereby acknowledge that the development program(s) are currently undefined but shall be limited in scope to one or more detached single-family home(s) that may include ancillary uses and accessory structures.

The services provided by IMC to Client shall be as follows: (1) providing professional advice to Client and its Development Team on all land use planning matters associated with the development program(s); (2) providing professional advice to Client and its Development Team on all architectural design matters associated with the development program(s); (3) working with Client and its Development Team on environmental and construction permitting associated with the repair, reconstruction and/or expansion of four existing docks situated on the Property; (4) working with Client and its Development Team on requests for zoning approval associated with the development program(s); (5) working with Client and its Development Team on permitting applications for water and sewer improvements to the Property; (6) working with Client and its Development Team on permitting applications for offsite improvements beneficial to the development program(s), such as undergrounding electrical service lines; (7) working with Client and its Development Team on a partial demolition of the

existing boathouse; and (8) providing other professional advise relating to the development of the Property as instructed by Client.

85. The fee structure for the engagement was a *fee-based / at-cost* arrangement as proposed by Defendant D'Alessio with reduced rates negotiated by Mr. Weiner. The agreed upon fee structure read, in pertinent part, as follows:

Fees for the professional services provided herein shall be \$40,833.00 per month, exclusive of costs, payable to IMC for time spent on the Development Program by Andrea D'Alessio and the Project Administrator, Taylor Banasiak (the "Consulting Fee") Additional fees shall be invoiced bi-weekly for IMC employed architects at a rate of \$175.00 per hour and draftsmen at a rate of \$100.00 per hour. Said additional fees shall be reflected in an itemized invoice and payable within seven (7) calendar days from receipt.

86. The term of the agreement was twelve months, and any services provided beyond the term was to be subject to a separate agreement between the parties.¹⁴

87. The engagement agreement issued by The Inspirata Group, which is Inspirata's fictitious name, was a one-page document that was primarily limited to explaining the compensation structure. It read, in pertinent part, as follows:

Fees for Services: Monthly Fees in the sum of \$40,833 will be invoiced the 1st of each month.

- Project Manager \$360,000 per year
- Construction administration \$130,000 per year

Architectural Services: Billed on a per hourly basis

- Architectural Fees \$175 per hour
- Zoning Analysis \$125 per hour
- Draftsman \$100 per hour

14

A copy of the agreement is attached hereto and incorporated herein as Exhibit "H".

This agreement did not contain a term.¹⁵

88. Although Mr. D'Alessio represented himself as an internationally renowned luxury home designer and builder, reconciliation of the engagement agreements shows that – in this matter – he was servicing the Plaintiff as an owner's representative / project manager at a fixed monthly rate of \$40,833.00. Mr. Weiner dedicated a tremendous amount of time and effort to negotiate Mr. D'Alessio's pay schedule from \$80,000.00 per month to \$40,833.00 per month.

89. Throughout the term of the business relationship, Inspirata employed or otherwise contracted with various individuals and subcontractors to work on Plaintiff's projects. Unbeknownst to Plaintiff, SCALAA LP often billed Inspirata at hourly rates spanning from \$55.00 to \$175.00 per hour with no limitations on the amount of time that could be billed.

90. The agreement between Inspirata and the Plaintiff, as memorialized in Defendant D'Alessio's email dated April 23, 2021, stated Plaintiff would be invoiced by Mr. D'Alessio's "people" at Mr. D'Alessio's cost. That statement would undoubtedly include those parties contracted by Defendant D'Alessio, Defendant Inspirata, Defendant SCALAA GP, and Defendant SCALAA LP.

91. Preliminary financial audits presently show that Defendant D'Alessio padded the hours and rates on SCALAA LP invoices, and that Plaintiff paid Inspirata at least \$3,661,032.13 in inflated design and architectural costs. Inspirata kept the excess payments as profit and is believed to have transferred the funds to Mr. D'Alessio's personal account(s).

92. Equally important is that following the terminations on September 25, 2024,¹⁵ Plaintiff has learned that the construction plans are filled with defects, errors and diversions from

A copy of the agreement is attached hereto and incorporated herein as Exhibit "I".

the clients' requests, desires and mandates. In other words, the plans are virtually useless, and the process needs to start again from scratch.

E. SCALAA GP WAS SUBCONTRACTED TO WORK FOR INSPIRATA WITHOUT PLAINTIFF'S KNOWLEDGE OR CONSENT

93. SCALAA GP was promoted as a construction design and architectural firm. It was used as a mechanism to keep work, and the profits generated therefrom, in-house.

94. Based on information and belief, Mr. D'Alessio would employ various schemes to collect maximum fees from Plaintiff. The use of SCALAA as an in-house design and architectural firm was one such scheme where Defendant D'Alessio would be in complete control of billing, invoicing and profits.

95. For example, in lieu of competitively bidding the design and architectural work to legitimate architectural firms, which is the industry standard, Defendant D'Alessio would represent that he would procure these services at a fraction of the costs typically charged in the industry. Those services included, but may not have been limited to, the production of building permit plans, schematics, renderings, 3D modeling, etc. Plaintiff was wholly unaware that the manner in which he would procure these services, as the owner representative, would be to employee his own company and engage in excessive and fictitious billing practices.

96. To be frank, Plaintiff was unaware that SCALAA GP existed, was being contracted for work on its properties and was owned by Defendant D'Alessio and Defendant Muhina.

97. SCALAA GP, though its sister company SCALAA LP, collected at least \$3,661,032.13 in inflated design and architectural costs.

98. Through the current date, a very small number of plans were completed for the

construction of the homes and ancillary structures at the Properties. Plaintiff has now learned that a legitimate architectural firm could have easily completed a full construction plan set for the Properties in less time and for a fraction of the cost. Unfortunately, Defendant D'Alessio was the owner's representative with only one real goal in mind, which was to siphon off as much money from its client as it possibly could.

F. SCALAA LP COLLECTED UNAUTHORIZED FEES FROM PLAINTIFF THROUGH A SCHEME TO DEFRAUD

99. SCALAA LP, which is the majority owner of its parent company SCALAA GP, is managed by Defendant D'Alessio. It is the entity used by Defendant D'Alessio to portray him as a legitimate luxury home designer and pseudo architect – even though he has not earned a degree in these fields, has failed to pass and complete the required entrance examinations for a contractor and does not possess a professional license from the State of Florida.

100. The services rendered by SCALAA LP, which turned out to generate very few completed plans and even less of any use or value, were invoiced to Plaintiff as a line item on Inspirata's invoices. Those invoices would be transmitted from Inspirata's Miami office to Plaintiff's accountant in Las Vegas and those transmittals would typically omit Mr. Weiner as a recipient.

101. SCALAA LP would invoice Plaintiff based on the number of hours reportedly worked by each of its employees.

102. Defendant D'Alessio was able to hide the fact that he was obtaining money for the services rendered by SCALAA LP. Plaintiff's accounting company received these invoices as a request for payment from a third-party vendor. Plaintiff was wholly unaware that Defendant D'Alessio owned the vendor and had an incentive to inflate the invoices by adding manhours and

increasing pay rates. It was nothing more than a way to sidestep his commitment to build the homes *at cost*.

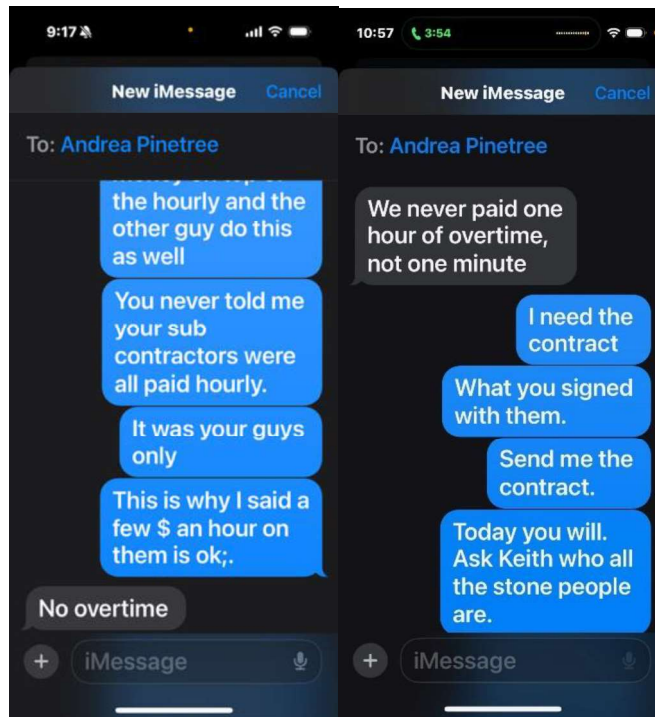
103. Inspirata's final invoice to Plaintiff included both a line item for fees allegedly owed to SCALAA LP and attached an itemized invoice listing each day and the corresponding hours worked by its employees. This invoice, a copy of which is attached hereto and incorporated herein as Exhibit "M", is typical of the invoices transmitted throughout the business relationship.

104. SCALAA LP was included on that invoice as a line item supported by an attached itemized invoice. The itemized invoice included nine employees for SCALAA LP, which was also typical throughout the business relationship.

105. All SCALAA LP employees were billed at \$90.00 per hour except Adriana Gonzalez, who was billed at \$175.00 per hour. Ms. Gonzalez has been represented to Plaintiff as a Florida certified and licensed architect although her license does not appear on the State of Florida portal.

106. Four of the nine listed employees, including Ms. Gonzalez, invoiced Plaintiff for services rendered 7 days a week and often included overtime at time and a half. The agreement between the parties capped the allowable rates to \$175.00 per hour for an architect and a \$100.00 per hour for draftsmen. Overtime was not permitted, as confirmed by Defendant D'Alessio to Mr. Weiner in the captured communications appearing on the next page.

107. The total invoiced amount for the final work week in September 2024 was \$42,872.08.



108. The agreement between Inspirata and the Plaintiff, as memorialized in Defendant D'Alessio's email dated April 23, 2021, stated Defendant D'Alessio's "people" – which would undoubtedly include SCALAA LP – would be billed at Mr. D'Alessio's cost. Padding rates and creating hours not worked was prohibited.

109. Based on information and belief, Defendant D'Alessio made significant unauthorized profits from SCALAA LP. This is reflected in the previous example where Plaintiff was invoiced more than \$400,000.00 in a year for Ms. Adriana Gonzalez, an employee of SCALAA LP. Ms. Gonzalez earned a fixed salary of or about \$135,000.00 a year.

110. Throughout the business relationship between the parties, a total of fifteen individuals reportedly worked for SCALAA LP. Their combined yearly salaries were \$919,500.00. Plaintiff was invoiced and paid SCALAA LP approximately \$894,989.90 more than their yearly salaries. SCALAA LP kept the excess payments as profit. Based on information

and belief, SCALAA LP transferred those funds to Inspirata, SCALAA GP, and/or Mr. D'Alessio's personal account(s).

111. A full financial reporting and audit is currently being conducted by Plaintiff. Until it is concluded, it is extraordinarily difficult, if not impossible, to know exactly how much money was stolen from Plaintiff. Plaintiff will file its financial findings when it is completed and concluded.

G. DEFENDANT INSPIRATA AND ANDREA D'ALESSIO, JR. ILLEGALLY PADDED INVOICES TO DEFRAUD PLAINTIFF AND STEAL TENS OF MILLIONS OF DOLLARS FROM PLAINTIFF THROUGH HIS COMPANY'S, INCLUDING INSPIRATA, SCALAA GP AND SCALAA LP

112. Over the course of the business relationship, Inspirata would invoice Plaintiff with deposit requests for itself, its fictitious named company – The Inspirata Group, SCALAA, vendors, suppliers, materialmen, contractors and, at times, individuals. Payment of the deposit requests would be sent by bank wire to Inspirata. Inspirata was supposed to pay the invoices upon receipt of the deposits, although Plaintiff has learned Inspirata would fail to do so at times.

113. Keeping the final invoice as a typical example of the invoicing procedures used by Inspirata, for a one-week period between September 17 and September 23, 2024, Inspirata requested a deposit of \$831,126.08. That invoice included line-item payment requests for The Inspirata Group at \$495,797.80 and SCALAA LP at \$42,872.08 among other vendors. At times, payments to individuals would also be requested and processed, including payments to Defendant Muhina – the architect of record for the Properties.¹⁶ Based on information currently

¹⁶ Invoices provided by Inspirata show Mr. Muhina as an hourly employee. Plaintiff has reason to believe that the hours recited for Mr. Muhina as well as others are complete fabrications. Plaintiff has reasons to believe that Mr. Muhina (and potentially others) had fulltime outside employments and did not log the hours reported on the invoices.

available to Plaintiff, it is believed that Mr. D'Alessio and Inspirata inflated nearly every invoice.

114. Mr. D'Alessio's misappropriation of funds did not stop with the padding of SCALAA invoices. It continued throughout the term of the project to include individual laborers employed by third parties.

115. Unbeknownst to Plaintiff, Defendant Inspirata engaged Deere Construction, Inc. ("Deere Construction") as the general contractor of record for the residential developments at the Properties. It appears from Plaintiff's review of available public records that Inspirata engaged Deere Construction, Inc. as the general contractor of record for nearly all, if not all, of the construction projects for which it and Mr. D'Alessio were involved in locally.

116. Plaintiff was under the belief that, in addition to his owner's representative responsibilities, Defendant D'Alessio would be the general contractor of record for its projects and be compensated at \$30,000.00 per month for those services. It wasn't until recently that Plaintiff discovered that Mr. D'Alessio is unlicensed and was not providing those services.

117. The owner of Deere Construction, Ryan Jason Prenedes, is a certified general contractor licensed with the State of Florida pursuant to License Number CGC1508779. As the general contractor of record for the project, Deere Construction secured, hired and fired laborers, paid and maintained insurances for all workers and vendors on the jobsites, including, but not necessarily limited to, workers compensation and general liability. Deere Construction made well over \$1,000,000.00 in profit on the Pine Tree projects by billing 264,232.50 manhours between January 2023 and September 2024.

118. Deere Construction provided the labor for the shell and framing components of the development programs. Those services were invoiced by the number of manhours spent by

each laborer at a fixed hourly rate. Nearly all laborers were invoiced at a rate of \$35.00 per hour.

119. Within or about the last quarter of 2024, Deere Construction's hourly rates were renegotiated by Mr. D'Alessio and lowered to \$31.00 per hour. Again, the hourly rates included Deere Constructions overhead costs, profit, and labor burden (i.e., general liability and workers compensation insurances).

120. In addition to the foregoing, Deere Construction provided project management services for the development programs. It's project management services included managing the day-to-day activities associated with all structural work occurring at the sites, tracking the progress of its laborers, tracking the hours worked by its laborers, processing payroll, supplying security personnel for the projects and other managerial services relating to its crew and work product. It was compensated for these services at a flat rate of \$30,000.00 per month. Although Deere Construction was unknown to Plaintiff, the agreement Mr. D'Alessio made with Deere Construction appears strikingly like the agreement Mr. Weiner made with Mr. D'Alessio. In other words, Plaintiff was paying Deere Construction at nearly the same rate it was paying Inspirata for the same services.

121. Throughout much of the past year, Deere Construction has employed a healthy workforce and has recently had a daily average of approximately 90 to 100 laborers at the Properties.

122. Unbeknownst to Plaintiff, Inspirata would pad Deere Construction's invoices. Plaintiff was charged an exuberant rate of \$65.00 per hour for each laborer supplied and managed by Deere Construction. When payment was received, Inspirata would pay the invoices issued by Deere Construction at the standard \$31.00 per hour rate and pocket the remaining

money.

123. Assuming 1,000-man hours per day, which often occurred, Inspirata was cashing-in approximately \$34,000.00 a day in profit on just Deere Construction's invoices alone.

124. Based on the financial reconciliation report attached hereto and incorporated herein as Exhibit "N", Pine Tree was invoiced and paid Inspirata approximately \$8,546,582.42 in padded invoices from Deere Construction. Inspirata kept the excess payments as profit and is believed to have transferred the funds to Inspirata, SCALAA GP and/or Mr. D'Alessio's personal account(s).

125. A full financial reporting and audit is currently being conducted by Plaintiff. Until it is concluded, it is extraordinarily difficult, if not impossible, to know exactly how much money was stolen from Plaintiff. Plaintiff will file its financial findings when it is completed and concluded.

H. DEFENDANTS DLC CAPITAL AND THE CENTNERS CONSPIRED WITH INSPIRATA AND MR. D'ALESSIO TO DEFRAUD PLAINTIFF AND STEAL TENS OF MILLIONS OF DOLLARS FROM PLAINTIFF THROUGH D'ALESSIO'S COMPANIES, INCLUDING INSPIRATA, SCALAA GP AND SCALAA LP

126. According to the Verified Complaint filed in Miami-Dade County Case No. 2023-028826-CA-01, DLC Capital funded Inspirata and was principally responsible for its launch and development.

127. Again, according to the Verified Complaint, the business relationship existing between DLC Capital and Inspirata terminated on or about September 7, 2023, nearly two full years after Plaintiff engaged Inspirata.

128. Following the termination, DLC Capital and Inspirata entered into a written settlement agreement on or about September 20, 2023. In part, according to the Verified

Complaint, the settlement agreement required the following:

Inspirata to provide DLC Capital with financial information related to work that both parties had been engaged in, including financials related to third party clients and vendors. This would permit DLC Capital to verify financial information for audit, tax and accounting purposes

129. Similar to the instant complaint, the Verified Complaint filled by DLC Capital alleges the following:

It has become apparent to DLC Capital, that Mr. D'Alessio directly and through Inspirata, used the company to mislead those engaged in business dealings with Inspirata, including, without limitation, DLC Capital. Indeed, Inspirata was used by Mr. D'Alessio to facilitate and perpetrate a scheme to financially disadvantage DLC Capital and others for Mr. D'Alessio's personal financial gain and to evade personal liability.

Mr. 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 Capital.

In doing so, Mr. D'Alessio was knowingly aided and abetted by Defendants, Mr. Ianuzzi and Mr. 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.

130. The settlement agreement between DLC Capital and Inspirata also included an obligation by Inspirata to pay DLC Capital \$2,610,395.92, which it performed. The amount paid to DLC Capital constituted 66.6% of the money in Inspirata's bank account at the time. *See* Miami-Dade County Civil Case No. Case No.: 2023-028826-CA-01. Based on these calculations provided by counsel to Inspirata in its complaint against DLC Capital, which it apparently sued in response to being sued, Inspirata had \$3,915,593.88 in its account on or about September 7, 2023.

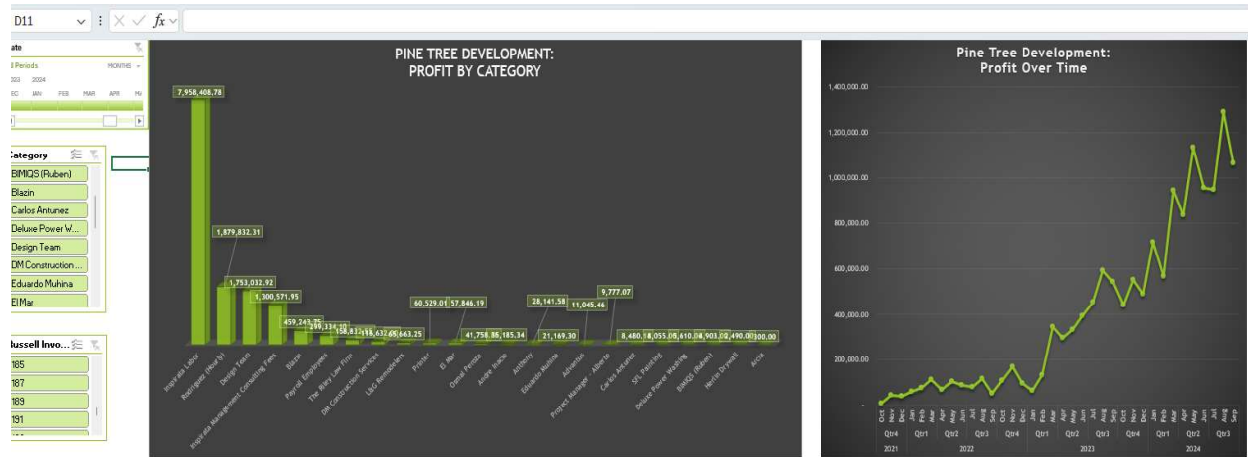
131. Based on the complaints filed by and between DLC Capital and Inspirata, DLC Capital was a majority beneficial owner of Inspirata until the relationship was terminated or about September 7, 2023.

132. Defendant Peterson sent to Plaintiff’s accountant a spreadsheet titled “Pine Tree Development Tracker”, which was completely different than the spreadsheet referenced above. This one broke down the profit Inspirata stole from Plaintiff between October 2021 through September 2024. The breakdown is summarized as follows:

<i>Year</i>	<i>Profit</i>
2021	\$86,777.88
2022	\$1,120,135.18
2023	\$4,628,215.61
2024	\$8,451,713.88
Total	\$14,286.842.60

133. The Dashboard portion of the spreadsheet further breaks down the profit categories by source, including labor. According to the spreadsheet, Inspirata has profited \$7,958,408.78 on labor charges to Plaintiff even though those services were supposed to be passed through to the client at cost. Plaintiff has reason to believe that the actual amount of theft that occurred is significantly higher, including the amount stolen on labor costs.

134. Based on the limited information available from the Verified Complaint, the Inspirata Complaint and this one spreadsheet, DLC Capital aided-and abetted Inspirata to defraud Plaintiff and profited from ill-gotten gains. Below are screenshots of the referenced spreadsheet.



Total Profit for
Pine Tree
Development \$ 14,286,842.54
(current
selection)



Dashboard

Data

Profit by Category

Profit by Quarter

Summary

Inspirata Consulting Fees

135. Based on information and belief, the Centners individually worked with Defendant Inspirata and Defendant D'Alessio in formulating and perpetuating the scheme to defraud Plaintiff.

136. Furthermore, based on information and belief, the Centners received monies from DLC Capital that constituted ill-gotten gains from Plaintiff. As such, the Centners should be held liable with Defendant's Inspirata and Defendant D'Alessio, jointly and severally.

I. DEFENDANTS A.I. AND ANTHONY IANNUZZI CONSPIRED WITH INSPIRATA AND MR. D'ALESSIO TO DEFRAUD PLAINTIFF AND STEAL TENS OF MILLIONS OF DOLLARS FROM PLAINTIFF THROUGH D'ALESSIO'S COMPANIES, INCLUDING INSPIRATA, SCALAA GP AND SCALAA LP

137. Defendant Iannuzzi and his company, A.I. Project Management, Inc., were employed by Inspirata to work on the Pine Tree projects at an exorbitant fee without Plaintiff's knowledge or consent.

138. During the recent discussions by and between Mr. D'Alessio and Mr. Weiner concerning the grand theft that has occurred in this case, Mr. D'Alessio classified Defendant Iannuzzi as "President of Construction".

139. Although his job responsibilities are still unclear to Plaintiff, Plaintiff has recently learned that A.I. is one of eight project managers unilaterally hired by Defendant D'Alessio through Inspirata. Defendant Iannuzzi was the highest, or one of the highest, compensated individuals engaged on the projects.

140. On September 25, 2024, Mr. Weiner met with Mr. Iannuzzi on the construction site to discuss, in part, the misappropriation of funds. Defendant Iannuzzi readily admitted to knowing about the padding of the invoices and stated – 'that's how Andrea makes his money'.

141. Defendant Iannuzzi, which had client representations beyond Plaintiff, apparently

was hired by Inspirata to work on Plaintiff's projects at a salary of approximately \$220,000.00 per year. Thereafter, again unbeknownst to Plaintiff, Mr. D'Alessio proceeded to give Mr. Iannuzzi a substantial raise. His adjusted salary was at or about \$280,000.00 per year.

142. This cost was invoiced to Plaintiff weekly with a line item appearing as A.I. Project Management, Inc., which was a successful way to disguise Defendant Iannuzzi's compensation. Plaintiff did not know that entity was solely owned by Defendant Iannuzzi and, as such, was unaware that it was paying Defendant Iannuzzi a fee above the flat fee agreed upon by the parties—the \$40,833.00 monthly fee. Plaintiff reasonably believed that A.I. was a third-party vendor supplying materials for the development program and not an additional construction manager.

143. Defendant Iannuzzi owed Plaintiff, at a minimum, a fiduciary duty and an obligation of truth, honest and fair dealing. Defendant Iannuzzi often acquiesced to deceptive statements made by Defendant D'Alessio. Those included, but are not limited to, construction budgets, construction timing, as well as billing and invoicing matters. In fact, Defendant Iannuzzi and Defendant D'Alessio visited job sites recommended by Plaintiff to see local craftsmen work product. One such occasion was when they visited a project being constructed with Keith Menin, a well-respected member of the custom home industry. The purpose of the visit was to determine if millwork could be supplied by a local company in lieu of Defendant D'Alessio's desire to source materials from Italy. Defendant D'Alessio strongly defamed the work product and Defendant Iannuzzi acquiesced. Plaintiff later learned that their defamatory statements were not true and done so that they could use SCALAA LP to work on those matters and bill more hours. Local suppliers, unlike the vendors in Italy, routinely offer clients free shop drawings and

installation, which would have saved Plaintiff a significant amount of time and money.

144. Plaintiff has reasons to believe that Defendant Iannuzzi and A.I. conspired with Inspirata and Mr. D'Alessio to defraud Plaintiff, misappropriate funds, and steal tens of millions of dollars from Plaintiff.

145. Defendant Iannuzzi was reportedly a member of the Inspirata team that would create and publish false construction budgets and completion fake timeframes.

146. A.I. has been paid for all its invoices, with the sole exception of ones transmitted directly to Plaintiff in mid-October 2024. Plaintiff has reasons to believe that the payments were transferred from Inspirata, SCALAA GP and/or Mr. D'Alessio's personal account(s) to A.I. and then to Defendant Iannuzzi's personal account(s).

J. DEFENDANT ERIK PETERSON ALSO CONSPIRED WITH INSPIRATA AND MR. D'ALESSIO TO DEFRAUD PLAINTIFF AND STEAL TENS OF MILLIONS OF DOLLARS FROM PLAINTIFF THROUGH D'ALESSIO'S COMPANIES, INCLUDING INSPIRATA, SCALAA GP AND SCALAA LP

147. Mr. Peterson was employed fulltime by Inspirata.

148. At all material times, Defendant Peterson was the head bookkeeper for Inspirata, SCALAA GP and SCALAA LP.

149. Mr. Peterson, with nearly no exceptions, compiled and transmitted all requests for payments issued by Inspirata to Plaintiff.

150. Plaintiff has reasons to believe that Mr. Peterson knew or should have known that Inspirata, SCALAA GP and/or SCALAA LP were engaging in falsifying invoices and padding bills sent to Pine Tree.

151. Furthermore, Plaintiff has reason to believe that Mr. Peterson administered Mr. D'Alessio's personal account(s) and knew or should have known that Mr. D'Alessio was

engaged in the theft from Plaintiff.

152. Plaintiff has reasons to believe that Mr. Peterson conspired with Inspirata, SCALAA GP, SCALAA LP, A.I., Defendant D'Alessio and Defendant Iannuzzi to defraud Plaintiff and steal tens of millions of dollars.

K. DEFENDANT EDUARDO MUHINA ALSO CONSPIRED WITH INSPIRATA AND MR. D'ALESSIO TO DEFRAUD PLAINTIFF AND STEAL TENS OF MILLIONS OF DOLLARS FROM PLAINTIFF THROUGH D'ALESSIO'S COMPANIES, INCLUDING INSPIRATA, SCALAA GP AND SCALAA LP

153. Defendant Muhina is a part owner of SCALAA GP, which engaged in a partnership with Defendant D'Alessio to form a pseudo architectural firm.

154. Plaintiff has reasons to believe that Defendant Muhina aided-and-abetted Defendant D'Alessio in the scheme to defraud Plaintiff by transmitting fictitious and padded invoices.

155. Plaintiff has reasons to believe that the invoices presented to Plaintiff from Inspirata, which included billed time from SCALAA GP and SCALAA LP were based on an fictitious timekeeping.

156. Defendant Muhina, as Defendant's business partner in SCALAA GP and as the architect of record, owed duties to its client as a fiduciary and generally to avoid deceptive and unfair business practices.

157. Plaintiff has reasons to believe that Defendant Muhina actively participated in the scheme to defraud Plaintiff.

158. Plaintiff has reasons to believe that Mr. Muhina knew or should have known that Inspirata, SCALAA GP and/or SCALAA LP were engaging in falsifying invoices and padding bills sent to Pine Tree.

159. Plaintiff has reasons to believe that Mr. Muhina also conspired with Inspirata, SCALAA GP, SCALAA LP, and Defendant D'Alessio to defraud Plaintiff and steal tens of millions of dollars.

L. DEFENDANT D'ALESSIO AGREED TO PAY PLAINTIFF RESTITUTION

160. On or about September 25, 2024, Mr. Weiner confronted Mr. D'Alessio at the construction site concerning Plaintiff's allegations of fraud, misappropriation and theft.

161. The meeting, which occurred inside a construction trailer, was attended by Russell Weiner, Andrea D'Alessio, Jr., Anthony Iannuzzi, Esteban Villazon, Keith Menin and William W. Riley, Jr., Esq.

162. During the meeting Mr. D'Alessio stated that he was immediately wiring \$6,000,000.00 dollars from his financial account with Discover to Plaintiff as partial restitution for the stolen funds. Mr. D'Alessio moved between the construction trailer's conference room and a private office contained within the same trailer to complete and confirm the wire with Discover. After about an hour, Mr. D'Alessio confirmed to all those present at the meeting that the wire had been completed and sent to Plaintiff.

163. Thereafter, Mr. D'Alessio stated that he would send an additional \$4,000,000.00 on or about September 27, 2024, and another \$1,000,000.00 in one year.

164. On October 1, 2024, Mr. D'Alessio sent an email to Mr. Weiner concerning the restitution payment that stated, in pertinent part, as follows: "I would ask till Friday please Russell to move the money around and give it to you I have to ask my dad to help me move things around Please".¹⁷ He begged Mr. Weiner to forgive him over-and-over again.

¹⁷ A true and correct copy of the email correspondence is attached hereto and incorporated herein

165. Mr. D'Alessio sent several more electronically transmitted communications to Mr. Weiner confirming the wires cited above.

166. No funds were ever received from Defendant Inspirata or Defendant Mr. D'Alessio. Instead, he has retained counsel to assist him in keeping the stolen monies.

COUNT I - BREACH OF CONTRACT
(INSPIRATA)

167. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

168. On or about November 21, 2021, Plaintiff entered into the Agreement.

169. The agreement transmitted and executed on behalf of The Inspirata Group was an engagement wherein Inspirata would serve as the project managers and consultants to Plaintiff concerning the residential development programs at the Properties.

170. The agreement transmitted and executed on behalf of Inspirata Management Company, Inc. was an engagement wherein Inspirata would serve as the owner's representative to Plaintiff concerning the residential development programs at the Properties. This engagement provided a scope of services that included the following:

- (i) professional advice to Plaintiff and its Development Team on all land use planning matters associated with the development program(s); and
- (ii) professional advice to Plaintiff and its Development Team on all architectural design matters associated with the development program(s); and
- (iii) aiding Plaintiff and its Development Team on environmental and construction permitting associated with the repair, reconstruction and/or expansion of four existing docks situated on the Properties; and

as Exhibit "J".

- (iv) aiding Plaintiff and its Development Team on requests for zoning approval associated with the development program(s); and
- (v) aiding Plaintiff and its Development Team on permitting applications for water and sewer improvements to the Property; and
- (vi) aiding Plaintiff and its Development Team on permitting applications for offsite improvements beneficial to the development program(s), such as undergrounding electrical service lines; and
- (vii) aiding Plaintiff and its Development Team on a partial demolition of the existing boathouse on the Property; and
- (viii) providing other professional advice relating to the development of the Property as instructed by Plaintiff.

171. The Inspirata Management Company, Inc. agreement contained a provision that limited its duration to one year and provided for arbitration as the sole means for dispute resolution. It also stated that any services performed beyond the one-year term would be subject to the terms and conditions of a separate written agreement.

172. The matter brought into controversy by this pleading seeks relief from breaches of contract beyond the term of this agreement. The written agreement for continued services, while not compiled into a single executed document, was memorialized by electronic communications by and between the parties.

173. The Agreement as well as the electronic communications for continued services collectively formed a contract for owner's representation services between Inspirata and Plaintiff concerning the construction of residential improvements at the Properties.

174. Pursuant thereto, Inspirata served as the owner's representative from November 17, 2021, through September 25, 2024.

175. Compensation for the services were limited to the following pay scale:

- (i) \$360,000 a year for a project manager, which was Defendant D'Alessio; and
- (ii) \$130,000 for a construction administrator, which was Mr. D'Alessio's colleague Taylor Banasiak; and
- (iii) Up to \$175.00 per hour for an architect; and
- (iv) Up to \$125.00 per hour a zoning consultant; and
- (v) Up to \$100.00 per hour for draftsmen.

176. Defendant Inspirata breached the agreement as follows:

- a. By invoicing and accepting payments from Plaintiff for services that exceeded the foregoing amounts by millions of dollars; and
- b. By hiring non-specified third parties at compensation rates that greatly exceeded the foregoing amounts without first obtaining Plaintiff's consent and approval; and
- c. By failing to keep Plaintiff reasonably informed of material facts and conditions associated with its duties; and
- d. By failing to perform its services; and
- e. By failing to perform its services in compliance with good faith, fair dealing and applicable law.

177. The primary function of an owner's representative is to negotiate construction services to obtain cost savings for its clientele. In this case, the exact opposite occurred.

178. Inspirata actively engaged in multiple schemes to increase costs and its own revenue stream to the Plaintiff's detriment.

179. After a prolonged ten-month negotiation period, Plaintiff decided to place its trust and confidence in Inspirata and appointed it to be its representative on all matters concerning the development programs. Inspirata took the opportunity to pad third party

invoices by as much as more than double the true costs, to employ colleagues that it had previous business relationships at inflated salaries, failed to negotiate contracts for construction services at or below industry standard pricing, intentionally created opportunities to delay the project to extend its own service term, and hired a design and architectural company that one of its principals owned to create an additional stream of revenues.

180. Plaintiff repeatedly directed Inspirata to build the development program in the most cost-effective and efficient manner possible. Instead of following the client's directions, Inspirata proceeded to build in one of the most expensive manners available, including, but not limited to, using poured-in-place concrete for all structures (even the garbage enclosure) in lieu of concrete block or other less expensive building materials. Inspirata would also approve multiple change orders that required the labor to increase, sometimes by double and triple amounts. Since it was padding labor invoices for its own gains, Inspirata was incentivized to bill as many hours of labor charges as possible.

181. As a direct and proximate result of the above-referenced breaches, Plaintiffs have been damaged in an amount exceeding the jurisdictional threshold of \$50,000, excluding interest and attorneys' fees.

WHEREFORE, Plaintiff demands judgment against Defendant Inspirata for breach of contract in an amount in an amount exceeding the jurisdictional threshold of \$50,000, plus interest and attorneys' fees, and for such other and further relief as this Court deems proper and just.

COUNT II – FRAUD IN THE INDUCEMENT
(INSPIRATA AND D’ALESSIO)

182. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

183. The named Defendant’s in this Count represented to Plaintiff that it (and the team it would assemble) held a unique expertise in the development of luxury custom homes, which was formed over a period of decades and resulted in the Defendant D’Alessio emerging as seasoned custom home designer and builder.

184. The named Defendant’s represented to Plaintiff that, if they were selected as the design and building company, they would deliver the custom homes to Plaintiff below typical industry costs. Their representations were memorialized in the development of the Agreement, which solidified fixed monthly fees and lower hourly costs, as well as in multiple electronic communications.

185. At the time the named Defendant’s made these representations they failed to disclose to Plaintiff that the company and its principals were unlicensed and that their leader, Defendant D’Alessio, had failed the Florida general contractor’s examination multiple times.

186. The representations made by the named Defendant’s and appearing on Defendant’s websites were material in Plaintiff’s decision to select Defendant Inspirata and Defendant D’Alessio as its owner’s representative and builder. Of paramount importance was the condition that all labor and materials not otherwise recited in the Agreement would be at-cost (i.e., a straight passthrough to Plaintiff). Plaintiff’s primary goal, which was well known by the named Defendant’s, was to build the homes with all available cost saving measures as possible.

187. In striking contrary to the named Defendant’s false representations, the named

Defendant's proceeded to design and build the homes in the most expensive manner possible, including using poured-in-place concrete for all structures (even the garbage enclosure) in lieu of concrete block or other less expensive building materials. Additionally, the named Defendant's implemented a scheme to maximize man hours and construction delays to generate as much revenue as possible from Plaintiff (through the padding of invoices generated by both professionals and laborers) and to prolong the job for as long as possible (so that they could invoice and collect as much money as possible).

188. But for the named Defendants false misrepresentations, Plaintiff would have never hired them.

189. Plaintiff reserves the right to plead and prove punitive damages.

190. WHEREFORE, Plaintiff demands judgment against each of the named Defendants, jointly and severally, in an amount exceeding the jurisdictional threshold of \$50,000, plus interest and attorneys' fees, and for such other and further relief as this Court deems proper and just.

COUNT III – BREACH OF FIDUCIARY DUTY
(INSPIRATA, DLC CAPITAL, SCALAA LP, A.I.,
D’ALESSIO, MUHINA, IANNUZZI AND THE CENTNERS)

191. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

192. By virtue of the mutual obligations undertaken by Defendants and Plaintiff in the Agreements and their assumption to each other for a business relationship founded on trust, the named Defendants assumed a fiduciary duty to act fairly and in the best interest of its client.

193. Defendants Inspirata, SCALAA GP, SCALAA LP, and D’Alessio breached their

fiduciary duties to Plaintiff by, among other acts,

- a) Padding invoices received by third parties to increase revenues for Inspirata, SCALAA GP, SCALAA LP and Defendant D'Alessio.
- b) Concealing material facts related to the cost and efficiency of construction materials and omitting less expensive alternatives, including but not limited to the costs of using poured-in-place concrete in lieu of concrete block.
- c) Dedicating time producing and reproducing conceptual renderings in lieu of preparing and completing construction permitting plan sets.
- d) Hiring employees and third parties that created a monetary liability to Plaintiff without first receiving Plaintiff's consent and approvals.
- e) Hiring employees and third parties at above-market rates and/or above industry standard wages.
- f) Hiring a design and architectural firm owned by Mr. D'Alessio for planning and plan productions in lieu of engaging in competitive bidding practices.
- g) Issuing change orders requiring additional labor and material costs without first obtaining Plaintiff's approval.
- h) Such other facts as discovery may reveal.

194. Defendants DLC Capital, A.I., Iannuzzi, Muhina and the Centners breached their fiduciary duties to Plaintiff by, among other acts,

- a) Concealing material facts related to padding invoices received by third parties to increase revenues for Inspirata, SCALAA GP, SCALAA LP and Defendant D'Alessio.
- b) Concealing material facts related to the cost and efficiency of construction materials and omitting less expensive alternatives, including but not limited to the costs of using poured-in-place concrete in lieu of concrete block.
- c) Dedicating time producing and reproducing conceptual

renderings in lieu of preparing and completing construction permitting plan sets.

d) Such other facts as discovery may reveal.

195. As a direct and proximate result of the above-referenced breaches, Plaintiff has been damaged in an amount exceeding the jurisdictional threshold of \$50,000, excluding interest and attorneys' fees.

WHEREFORE, Plaintiff demands judgment against each of the named Defendants, jointly and severally, for breach of fiduciary duties in an amount exceeding the jurisdictional threshold of \$50,000, plus interest and attorneys' fees, and for such other and further relief as this Court deems proper and just.

COUNT IV – CIVIL THEFT
(INSPIRATA, SCALAA LP, SCALAA GP AND D'ALESSIO)

196. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

197. Defendant Inspirata misappropriated monies belonging to Plaintiff by padding and otherwise manipulating invoices issued by third parties with felonious intent to, either temporarily or permanently, deprive Plaintiff of the right to those monies in violation of § 772.11, Fla. Stat.

198. Defendants SCALAA LP and SCALAA GP misappropriated monies belonging to Plaintiff by falsifying hours worked by employees and otherwise manipulating invoices for payment by Plaintiff, which indeed was paid by Plaintiff, with felonious intent to, either temporarily or permanently, deprive Plaintiff of the right to those monies in violation of § 772.11, Fla. Stat.

199. As a result, Plaintiff has been damaged and has lost the use, benefit and possession of the sums due to it.

200. Prior to filing this suit, Plaintiff served Defendant D'Alessio with a written demand for payment of the stolen funds in his individual capacity and as owner of Inspirata, SCALAA GP, and SCALAA LP.

201. Defendant D'Alessio responded by stating he would wire \$6,000,000.00 to Plaintiff on September 25, 2024, and \$4,000,000.00 on or about September 27, 2024, and pay \$1,000,000.00 in one year from said dates. Defendant D'Alessio later reneged on these commitments and no funds were received by Plaintiff.

202. As a direct and proximate result of the above-referenced thefts, Plaintiff has been damaged in an amount exceeding the jurisdictional thresholds of \$50,000, excluding interest and attorneys' fees.

WHEREFORE, Plaintiff demands judgment against each of the named Defendants, jointly and severally, for civil theft in an amount exceeding the jurisdictional thresholds of \$50,000, plus interest and attorneys' fees, and for such other and further relief as this Court deems proper and just.

COUNT V - FRAUDULENT MISREPRESENTATION
(INSPIRATA, SCALAA LP, SCALAA GP, AND D'ALESSIO)

203. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

204. Prior to entering the Agreement and at all other material times throughout the business relationship, until very recently, the named Defendants misrepresented to Plaintiff that it, either individually or in conjunction with another, were seasoned luxury home designers,

architects, and builders properly licensed and otherwise authorized by law to develop the project.

205. Defendant's assertions were false at the time they were made and were known to Defendants to be false.

206. Moreover, Defendants made said misrepresentations with the specific intent of inducing Plaintiff to enter the Agreement and to continue the development program throughout the span of the business relationship.

207. Plaintiffs relied to their detriment upon the named Defendants misrepresentations.

208. The named Defendants all worked on the projects and were compensated by Plaintiff for their services without disclosing to Plaintiffs that the Defendants were unlicensed and/or unqualified to perform the services, both jointly and severally.

209. As a direct and proximate result of the Defendants misrepresentations, and the Plaintiff's detrimental reliance thereon, Plaintiff has incurred damages and continues to incur damages, including but not limited to construction delays and the removal and reinstallation and/or replacement of various site improvements.

210. As a direct and proximate result of the Defendants fraudulent conduct, Plaintiff has incurred damages exceeding the jurisdictional threshold of \$50,000.00, excluding interest and costs, and other damages.

WHEREFORE, Plaintiff demands judgment against the named Defendants, both jointly and severally, for fraud exceeding the jurisdictional threshold of \$50,000.00, plus interest and costs, and for such further relief as this Court deems proper and just.

COUNT VI - FLORIDA'S UNFAIR AND DECEPTIVE TRADE PRACTICES ACT
(INSPIRATA, SCALAA LP, SCALAA GP, D'ALESSIO AND CENTNERS)

211. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

212. Plaintiff satisfies the definition of a "consumer" for the purposes of § 501.203(7), Fla. Stat., which provides:

“Consumer” means an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination.

213. The named Defendants furnished construction services for the project, which satisfies the definition of "trade or commerce" as set forth in § 501.203(8), Fla. Stat.

“Trade or commerce” means the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. “Trade or commerce” shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity.

214. The named Defendants misrepresented to Plaintiff that they were seasoned professionals and, in certain cases, experts in the design and construction of custom single-family homes with extensive experience in South Florida and properly licensed to preform those services.

215. The named Defendants furnished construction services to Plaintiff and received compensation from Plaintiff for those services without disclosing to Plaintiff that they were not licensed to engage in the planning, designing and building of custom homes in Florida.

216. The services performed by and at the direction of the named Defendants was so woefully inadequate and defective that Plaintiff is now obliged to perform substantial

corrections at great expense including, but not necessarily limited to, the time and expense to redo design and architectural plans, complete plan productions that were unfinished after 3-years at a cost well exceeding \$3,000,000.00, and the time and expense to remove and reconstruct and/or replace defective improvements to the Properties.

217. The actions of named Defendants constitute the unconscionable acts and practices and the unfair and deceptive trade practices that are prohibited by § 501.204, Fla. Stat.

218. As a direct and proximate result of the Defendants unconscionable acts and unfair and deceptive trade practices, Plaintiff has incurred damages in the millions.

219. Pursuant to § 501.2105(1), Fla. Stat., the Defendants are liable for all attorneys' fees incurred by Plaintiff.

WHEREFORE, Plaintiff demands judgment against the named Defendants, both jointly and severally, pursuant to Florida's Unfair and Deceptive Trade Practices Act, together with an award of Plaintiffs reasonable attorneys' fees, interest and costs, and for such further relief as this Court deems proper and just.

COUNT VII -- FLORIDA RICO STATUTE
(INSPIRATA, SCALAA GP, SCALAA LP, A.I., D'ALESSIO, IANNUZZI & PETERSON)

220. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

221. The named Defendants collectively orchestrated a scheme to defraud Plaintiff and have demonstrated a unified operation as an enterprise, though the publication of online materials and patterns of business, to represent themselves as a seasoned and licensed custom home design-build company. Its pattern of behavior has been documented through its self-publications online and its inclusion within a lawsuit on similar grounds brought by

the Centner's.

222. Section 895.02(8), Fla. Stat., provides that racketeering activity means “to commit, to attempt to commit, to conspire to commit, or to solicit, coerce, or intimidate another person to commit, among other things: Chapter 817, relating to fraudulent practices, false pretenses, fraud generally, credit card crimes, and patient brokering, and Chapter 896, relating to offenses related to financial transactions.

223. “Enterprise” is defined by the Statute to mean any individual, sole proprietorship, partnership, corporation, business trust, union chartered under the laws of this state, or other legal entity, or any unchartered union, association, or group of individuals associated in fact although not a legal entity; and it includes illicit as well as licit enterprises and governmental, as well as other, entities.

224. A “pattern of racketeering activity” means engaging in at least two incidents of racketeering conduct that have the same or similar intents, results, accomplices, victims, or methods of commission or that otherwise are interrelated by distinguishing characteristics and are not isolated incidents, provided at least one of such incidents occurred after October 1, 1977, and that the last of such incidents occurred within 5 years after a prior incident of racketeering conduct.

225. Section 895.04, Fla Stat., provides that any circuit court may, after making due provision for the rights of innocent persons, enjoin violations of the provisions of s. 895.03 by issuing appropriate orders and judgments, including, but not limited to: (a) ordering any defendant to divest himself or herself of any interest in any enterprise, including real property; (b) imposing reasonable restrictions upon the future activities or investments of any defendant,

including, but not limited to, prohibiting any defendant from engaging in the same type of endeavor as the enterprise in which the defendant was engaged in violation of the provisions of s. 895.03.; (c) ordering the dissolution or reorganization of any enterprise; and (e) ordering the forfeiture of the charter of a corporation organized under the laws of the state ... upon finding that the board of directors or a managerial agent acting on behalf of the corporation, in conducting the affairs of the corporation, has authorized or engaged in conduct in violation of s. 895.03 and that, for the prevention of future criminal activity, the public interest requires the charter of the corporation forfeited and the corporation dissolved or the certificate revoked.

226. The scheme to defraud Plaintiff by the collective for gross and abusive monetary gains is violative of Florida's RICO Statute.

227. The pattern of unlawful activities by this enterprise is apparent through an examination of the materials publish online by Defendants, communications with the Plaintiff and the recently filed action by the Centner's alleging a similar fact pattern.

228. Based on information and belief, Defendants are currently working together to identify the next wealthy individual – inexperienced in the South Florida development industry – to become their next victim.

WHEREFORE, Plaintiff demands judgment against each of the named Defendants, jointly and severally, for violation of RICO and for such further relief as this Court deems proper and just.

COUNT VIII – CIVIL CONSPIRACY
**(INSPIRATA, DLC CAPITAL, SCALAA GP, SCALAA LP,
A.I., D’ALESSIO, MUHINA, IANNUZZI, PETERSON & CENTNERS)**

229. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

230. Florida law makes it unlawful for a combination of two or more persons to accomplish, by some concerted action, some criminal or unlawful purpose or some lawful purpose by a criminal or unlawful means when there is resultant damage caused by the defendants’ acts committed in furtherance of the conspiracy.

231. At all relevant times, the named Defendants agreed to and did conspire to willfully and maliciously injure Plaintiff by feloniously generating fictitious costs for labor and materials for Plaintiff’s project and invoicing Plaintiff for same.

232. The named Defendants have knowingly, willfully and intentionally conspired and agreed to conduct and participate in the scheme to defraud Plaintiff as described herein.

233. The named Defendants, and each of them, also conspired to commit the frauds alleged herein, in that all Defendants conspired to accomplish the scheme to defraud Plaintiff, and Plaintiff suffered harm because of Defendants’ conduct and conspiracy.

234. As a direct and proximate consequence of the named Defendants’ conspiracy, Plaintiff has been injured in its business and property, causing Plaintiff to suffer monetary damages in the tens of millions, said damages to be proven at the time of trial.

235. The named Defendants’ conduct was done in furtherance of their own private interests, and was willful, malicious, wanton, and oppressive, and done with conscious and callous indifference to the consequences and with specific intent to harm. Accordingly,

Plaintiff is entitled to an award of punitive damages from Defendants and each of them in an amount to be proven at trial and sufficient to punish, penalize and deter the named Defendants from engaging in such conduct in the future.

WHEREFORE, Plaintiff demands judgment against the named Defendants, both jointly and severally, for conspiracy in excess of \$50,000.00 jurisdictional threshold, together with interest and costs, and for such further relief as this Court deems proper and just.

COUNT IX – NEGLIGENT SUPERVISION AND RETENTION
(DLC CAPITAL, D’ALESSIO, IANNUZZI, MUHINA, PETERSON AND CENTNERS)

236. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

237. The named Defendant’s, each occupying a supervisory role concerning the project and Plaintiff’s construction finances, had a duty to supervise and monitor colleagues and subordinates servicing, invoicing and being compensated by Plaintiff – their client.

238. Defendants DLC Capital, Centners and Peterson’s obligation to supervise and monitor Defendants Inspirata, SCALAA GP, SCALAA LP and D’Alessio were particularly important given that he knew similar allegations of misappropriation of funds was made were occurring. Defendant Peterson’s obligation was further heightened by his position as the head bookkeeper to Defendants Inspirata, SCALAA GP, SCALAA LP and D’Alessio.

239. The named Defendants negligence included, but was not limited to, lack of supervision over the monies deposited by Plaintiff to fund the construction projects, failure to perform due diligence into invoices that included increased fees for labor and materials and failure to disclose to Plaintiff material facts known.

240. As a direct and proximate result of the Defendants negligence, Plaintiff has

incurred damages exceedingly the jurisdictional threshold of \$50,000.00, excluding interest and costs, and other damages.

WHEREFORE, Plaintiff demands judgment against the named Defendants, both jointly and severally, for fraud exceedingly the jurisdictional threshold of \$50,000.00, together with interest and costs, and for such further relief as this Court deems proper and just.

COUNT X – ACCOUNTING AND RECOUPMENT
**(INSPIRATA, DLC CAPITAL, SCALAA GP, SCALAA LP, A.I.,
D’ALESSIO, IANNUZZI, PETERSON AND CENTNERS)**

241. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

242. The named Defendant’s held fiduciary duties to Plaintiff and, at all material times, knew or should have known that the invoicing of inflated and false labor and material rates violated the express agreement between the parties in privity of contract.

243. The nature and amount of the damages incurred by Plaintiff cannot be accurately ascertained without an accounting of corporate and bank records in the possession custody and/or control of the Defendants.

244. On information and belief, Inspirata, SCALAA GP, SCALAA LP, and D’Alessio misappropriated or diverted the monies paid by Plaintiff.

245. Plaintiff is entitled to an accounting from the named Defendant’s corporate, personal and bank records and disclosure of whether said funds were diverted, misused and/or misappropriated and to be awarded a sum which will compensate Plaintiff for that value.

WHEREFORE, Plaintiff prays this Court to grant relief in the form of an order requiring

the named Defendants to: a) produce and turn over to Plaintiff all books and records which refer or relate to the Properties; b) account for the monies that are due to Plaintiff and to disclose the location and for disposition of the misappropriated monies; and, C) to declare that Plaintiff is entitled to a sum certain under the case circumstances; and d) such other equitable relief as the Court deems just and proper.

COUNT XI – FRAUDULENT TRANSFER
(INSPIRATA, SCALAA GP, SCALAA LP, A.I., D’ALESSIO, IANNUZZI & PETERSON)

246. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

247. The named Defendant’s, including their legal counsels assuming payment from ill-gotten gains, have become debtors to Plaintiff by virtue of the misappropriated and stolen funds described herein.

248. The named Defendant’s have obligations to repay Plaintiff the full amounts of misappropriated and stolen funds.

249. Based on information and belief, Defendant’s A.I., Iannuzzi, Peterson and Centners aided-and-abetted the theft of Plaintiffs funds and the scheme to defraud Plaintiff committed by Defendant’s Inspirata, DLC Capital, SCALAA GP, SCALAA LP, and D’Alessio.

250. Plaintiff reserves the right to plead and prove punitive damages.

WHEREFORE, Plaintiff prays the Court for the following relief against the named Defendants: a) avoid any transfers or obligations to the extent necessary to satisfy Plaintiff’s claims; (b) provide an attachment or other provisional remedy against any assets or monies transferred or other property of Defendant’s Inspirata, DLC Capital, SCALAA GP, SCALAA

LP, and D'Alessio in accordance with applicable law; (c) enjoin Defendant's Inspirata, SCALAA GP, SCALAA LP, and D'Alessio and their respective transferees against further disposition of monies or other assets; (d) appoint a receiver to take charge of the monies and assets of Defendant's Inspirata, SCALAA GP, SCALAA LP, and D'Alessio or of their respective transferees; and (e) any other relief the circumstances may require, including but not limited to an award of its court costs, attorney's fees, and pre-judgment interest.

**COUNT XII – TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS
(INSPIRATA, SCALAA GP, SCALAA LP & D'ALESSIO)**

251. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

252. The named Defendants were aware that Plaintiff has vested interests in business relationships with third-party contractors, subcontractors, materialmen, draftsmen, vendors and suppliers for each of Pine Tree projects.

253. The named Defendants have intentionally and unjustifiably interfered with the relationships of Plaintiff with these third parties, by their: (1) refusal to transition the relationships with the third party vendors and suppliers from Inspirata to Plaintiff; and (2) refusal to turn over architectural plan and design drawing for the projects at issue which is having a detrimental impact on such business relationships and causing construction delays as a result of their intentional interference.

254. As an example, Plaintiff has reason to believe that Defendant D'Alessio has tortiously interfered with the Italian vendors mentioned herein. Those vendors, which have been long-time acquaints of Defendant D'Alessio, are now refusing to provide materials bought by Plaintiff. That one example of interference is costing the Plaintiff unnecessary

monies and significant construction delays.

255. As a direct and proximate result of the tortious interference of the named Defendants, Plaintiff has suffered damages in an amount exceeding the jurisdictional threshold of \$50,000.00, excluding interest, costs, and attorneys' fees.

WHEREFORE, Plaintiff demands judgment against the named Defendants for an amount exceeding the jurisdictional threshold of \$50,000.00, together with an award of attorneys' fees and costs per statute, and for such further relief as this Court deems proper and just.

COUNT XIII – DISGORGEMENT
(INSPIRATA, A.I., AND D’ALESSIO)

256. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

257. In addition to the administrative functions described herein, Defendant Inspirata, Defendant A.I. and Defendant D’Alessio invoiced and was compensated for work performed by onsite project managers and laborers it employed.

258. Section 489.105(3) of the Florida Statutes (2024) defines the term “Contractor” as follows.

“Contractor” means the person who is qualified for, and is only responsible for, the project contracted for and means, except as exempted in this part, the person who, for compensation, undertakes to, submits a bid to, or does himself or herself or by others construct, repair, alter, remodel, add to, demolish, subtract from, or improve any building or structure, including related improvements to real estate, for others or for resale to others; and whose job scope is substantially similar to the job scope described in one of the paragraphs of this subsection. For the purposes of regulation under this part, the term “demolish” applies only to demolition of steel tanks more than 50 feet in height; towers more than 50 feet in height; other structures more than 50 feet in height;

and all buildings or residences. Contractors are subdivided into two divisions, Division I, consisting of those contractors defined in paragraphs (a)-(c), and Division II, consisting of those contractors defined in paragraphs (d)-(q).

259. The named Defendants satisfy this definition of "Contractor".

260. Throughout the term of the business relationship, the named Defendants invoiced and were compensated by Plaintiff for work performed by onsite laborers that it employed.

261. To date, Plaintiff has paid Inspirata more than \$45,000,000.00.

262. At no time were the named Defendants licensed contractors. The Florida Department of Business and Professional Regulation does not recognize the named Defendants as licensed contractors or as a construction company with a qualifying agent.

263. Pursuant to §489.128(1)(a), Fla. Stat., a business entity is considered "unlicensed" if it does not have a qualifying agent for the scope of work to be performed under the construction contract.

264. As Defendant Inspirata does not have a qualifying agent and is not a licensed contractor, it is "unlicensed" as defined in § 489.128, Fla. Stat.

265. Notwithstanding that the named Defendants were not properly licensed, they furnished construction services to the project(s) and eagerly accepted payments from Plaintiff without ever disclosing to Plaintiffs that it was not properly licensed.

266. In accordance with § 489.128, Fla. Stat., contracts entered by unlicensed contractors are unenforceable in law or equity by the unlicensed entity. Furthermore, pursuant to § 489.128 (2), Fla. Stat., the unlicensed contractor holds no lien or bond rights for any labor, material or services furnished under the contract or any amendment thereto.

267. The named Defendants are unlicensed contractors, and in accordance with § 489.128, Fla. Stat., they were not entitled to any payments for labor or materials furnished under the Agreement. Accordingly, the Court should order the named Defendants to return to Plaintiff all payments made to Defendants under the agreement for contractor services.

WHEREFORE, Plaintiff demands judgment against the named Defendants for the disgorgement of all payments made under the agreement for contractor services, plus interest, costs, and for such further relief as this Court deems proper and just.

COUNT XIV - TREBLE DAMAGES PER § 768.0425, FLA. STAT.
(INSPIRATA, DLC CAPITAL, A.I., D'ALESSIO, IANNUZZI AND CENTNERS)

268. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

269. Pursuant to § 768.0425, Fla. Stat., any person who contracts to perform any construction or building service which is regulated by any state or local law and who is not properly licensed as a contractor pursuant to the laws of the municipality or county within which he or she is conducting business, may be found liable to the consumer for three times the actual compensatory damages sustained, in addition to costs and attorneys' fees.

270. At all times material hereto, the named Defendants employed laborers that performed construction activities on the Properties and were paid by Plaintiff for those services.

271. The named Defendants possess no licenses with the State of Florida or the local jurisdiction of Miami Beach that would permit it to lawfully conduct those services.

272. As a direct and proximate result of the negligence, malfeasance, and misfeasance of the named Defendants, Plaintiff has suffered damages in an amount

exceeding the jurisdictional threshold of \$50,000.00, excluding interest, costs, and attorneys' fees.

273. Plaintiff has retained undersigned counsel to represent them in this matter and have agreed to pay its attorneys a reasonable fee for their services herein.

274. Pursuant to § 768.0425, Fla. Stat., Plaintiff is entitled to recovery of three times its compensatory damages together with his attorneys' fees, interest, and costs.

WHEREFORE, Plaintiff demands judgment against the named Defendants for an amount exceeding the jurisdictional threshold of \$50,000.00, together with an award of attorneys' fees and costs per statute, and for such further relief as this Court deems proper and just.

COUNT XV – CONVERSION
**(INSPIRATA, DLC CAPITAL, SCALAA LP, A.I.,
D’ALESSIO, IANNUZZI, PETERSON AND CENTNERS)**

275. Plaintiff re-alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 166, above as though fully set forth herein.

276. The named Defendants deprived Plaintiff of the monies they have received through ill-gotten means, violative of the Agreement, done without Plaintiff's knowledge and approval, and obtained through deceptive and unfair business practices.

277. To date, the named Defendants continue to assume authority over Plaintiffs possessory rights to the monies.

278. As a direct and proximate result of the above-referenced breaches, Plaintiff has been damaged in an amount exceeding the jurisdictional threshold of \$50,000, excluding interest and attorneys' fees.

WHEREFORE, Plaintiff demands judgment against each of the named Defendants, jointly and severally, for conversion in an amount exceeding the jurisdictional threshold of \$50,000, plus interest and attorneys' fees, and for such other and further relief as this Court deems proper and just.

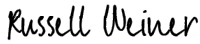
DEMAND FOR JURY TRIAL

Plaintiffs demands trial by jury of all issues triable by jury.

VERIFICATION

I, Russell G. Weiner, declare under penalty of perjury pursuant to the laws of Florida that the foregoing is true and correct.

BY:

 Russell Weiner

Russell G. Weiner

DATED: October 31, 2024

Respectfully submitted,

THE LAW OFFICES OF BONNIE J. RILEY P.A.

8306 Mills Drive, Suite 689

Miami, Florida 33183

Tel: (786) 399-5765

/s/ Bonnie J. Riley

Bonnie J. Riley, Esq.

Attorney for Plaintiff

Florida Bar No. 0124729

Email: briley@bonnierileylaw.com

**NOTICE OF TRIAL COUNSEL AND DESIGNATION OF
PRIMARY EMAIL ADDRESS**

PLEASE TAKE NOTICE that the trial counsel in this matter is Bonnie J. Riley, whose address, telephone number and primary email address are The Law Offices of Bonnie J. Riley P.A., 8306 Mills Drive, Suite 689, Miami, Florida 33183, (786) 399-5765 and briley@bonnierileylaw.com, and respondent need not address pleadings, correspondence, etc. in this matter to anyone other than trial counsel.