

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

PINE TREE DEVELOPMENT, LLC,
a Nevada limited liability company,

Case No.:

Plaintiff,

vs.

INSPIRATA MANAGEMENT COMPANY,
LLC, a/k/a THE INSPIRATA GROUP, LLC;
ANDREA D'ALESSIO, JR.; DEERE
CONSTRUCTION, LLC; DEERE
INDUSTRIES, LLC; and BACO
ENGINEERING CONTRACTOR, INC.

Defendants.

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COMPLAINT AND DEMAND FOR JURY TRIAL

The Plaintiff PINE TREE DEVELOPMENT, LLC, by and through undersigned counsel, hereby files its Complaint and Demand for Jury Trial against the Defendants INSPIRATA MANAGEMENT COMPANY, LLC, a/k/a THE INSPIRATA GROUP, LLC, ANDREA D'ALESSIO, JR., DEERE CONSTRUCTION, LLC; DEERE INDUSTRIES, LLC, and BACO ENGINEERING CONTRACTOR, INC., and alleges as follows:

PARTIES, 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, as the causes of action accrued here, defendants reside here, and properties involved in this litigation are located here.



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

4. At all material times, Defendant INSPIRATA MANAGEMENT COMPANY, LLC, a/k/a THE INSPIRATA GROUP, LLC (“Inspirata”) was a duly registered limited liability company authorized to conduct business in the State of Florida, 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 ANDREA D’ALESSIO, JR. (“D’Alessio”) 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.

6. At all material times, Defendant DEERE CONSTRUCTION, LLC (“Deere Construction”) was a duly registered limited liability company authorized to conduct business in the State of Florida, 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 DEERE INDUSTRIES, LLC (“Deere Industries”) was a duly registered limited liability company authorized to conduct business in the State of Florida, 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 BACO ENGINEERING CONTRACTOR, INC. (“BACO”) was a duly registered corporation authorized to conduct business in the State of Florida, and conducted the business activities that gave rise to the causes of actions described herein in Miami-Dade County, Florida.

GENERAL ALLEGATIONS

9. Following his success in the energy beverage market, Russell G. Weiner began investing in real estate by buying and selling residential real estate throughout the country. His activities in those matters generally included the retention of home design and remodeling companies to incorporate the latest modern comforts within the homes, enhance the homes' aesthetic qualities and accentuate its curb appeal before pursuing resell opportunities. The events described herein, however, were unique as they represented the one-and-only time that Mr. Weiner purchased residential properties and engaged industry professionals to design, permit and build residential homes from the ground-up.

10. Mr. Weiner formed Plaintiff for the purposes of purchasing and developing the two residential lots in controversy in the instant case, which are located at 5011 and 5111 Pine Tree Drive, Miami Beach, Florida, 33140 (collectively referred to hereinafter as the "Properties"). Plaintiff purchased the Properties from trust entities beneficially owned by Leila and David Centner. At that time, D'Alessio as Inspirata's principal, was employed by the Centners. D'Alessio led the purchase-and-sale negotiations on behalf of the Centners.

11. At the time of the purchase, the property located at 5011 Pine Tree Drive was comprised of an architecturally significant home designed and development by the renowned Collins family of Miami Beach, which served as the main house on the property, as well as detached accessory buildings and structures that included, but were not limited to, a garage with upper level residential quarters, a swimming pool with a freestanding cabana building, a lighted tennis court with a covered seating area, a two-story boat house that partially cantilevered over the abutting waterway and an ancillary boatlift. The property and the existing improvements located thereon at the time of the sale are sometimes referred to as the "5011 Property".

12. Prior to the purchase-and-sale transaction of the 5011 Property, the Centner family and D'Alessio secured an initial development order from the City of Miami Beach to redevelop the property provided that the architecturally significant Collins Home was retained. Plaintiff became the owner of the approved redevelopment plans at the closing of the purchase-and-sale transaction but elected not to use those plans. Plaintiff desired a newly planned and designed estate for the 5011 Property.

13. The second property incorporated within this cause was located at 5111 Pine Tree Drive and is sometimes referred to herein as the "5111 Property". The two properties are in close proximity to each other, separated solely by a narrowly configured residential parcel owned at the time of the purchase-and-sale transaction described herein by an independent third-party. At the time of the purchase, the 5111 Property was primarily a vacant lot improved solely with a perimeter privacy wall that ran along the street frontage and the northern property boundary, a seawall and a marine dock. Unlike the 5011 Property, this site did not have an initial development order from the City of Miami Beach for redevelopment.

14. Throughout the course of the purchase-and-sale transaction, D'Alessio assertively pitched his company, Inspirata, to Plaintiff. D'Alessio repeatedly claimed to possess unique talents to design, permit and build the Properties at a higher workmanship quality, more efficiently and less costly than anyone in the market.

15. The purchase-and-sale transaction for the Properties closed on or about July 16, 2021.

16. Before choosing Andrea and Inspirata, Mr. Weiner had spoken to several top luxury home builders and several architects in South Florida to understand how they charge for projects.

17. Through his multiple attempts to secure the construction contract, D'Alessio proposed a cost-plus contract to Plaintiff. Plaintiff rejected the proposal. Thereafter, D'Alessio proposed a fixed fee contract with no markups whatsoever. All fees and expenses incurred by the two residential developments (sometimes referred to hereinafter as the "Development Program") would be passed from Inspirata to Plaintiff for payment without any fee markups.

18. The flat fee arrangement proposed by D'Alessio was a material inducement for Plaintiff's selection of Inspirata, coupled with repeated assertions and representations that D'Alessio had extensive experience and success in building luxury homes.

19. Plaintiff justifiably believed that D'Alessio was licensed to construct single-family homes in Miami Beach, Florida. D'Alessio represented that he was a seasoned architectural designer and builder of luxury custom homes in Florida, New York and Pennsylvania. D'Alessio's representations were made to Plaintiff verbally, by text messages, by email correspondence and by reference to his various websites.

20. D'Alessio's representations to Plaintiff 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 D'Alessio in one form or another, include: (i) the website for The Inspirata Group located at <https://theinspiratagroup.com/home/>, (ii) the website for D'Alessio Inspired Architectural Designs located at <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 <https://www.linkedin.com/in/andrea-d-alessio-jr-7522171a/>.

21. In addition to these materials, D'Alessio represented to Plaintiff that he was building a new luxury single-family home located at 4565 Pine Tree Drive, Miami Beach, Florida

for his then-clients -- David and Leila Centner. D'Alessio even took Mr. Weiner to tour that home multiple times. He also told Mr. Weiner that he built a mansion in upstate New York for the Centners.

22. Based on these self-promotions and publications, all of which were vetted over several months and appeared to be justified at the time, Plaintiff entered a contract with D'Alessio's company, Inspirata, on or about November 17, 2021.

23. Inspirata was hired to serve as Plaintiff's project manager and owner's representative and otherwise provide Plaintiff with professional advice and representation regarding preconstruction, demolition, and construction matters. Plaintiff trusted Inspirata completely and delegated to it all supervision of the development of the Properties.

24. Unfortunately, with the passage of time, nearly all of D'Alessio's assertions and self-promotions proved to be outright lies. For example, D'Alessio promoted himself as a renowned architectural designer and residential building constructor, and he also told Mr. Weiner repeatedly that he is a builder of luxury homes. However, he does not possess a State of Florida license for design or construction or any certifications with respect to design or development. In fact, D'Alessio has failed the Florida General Contractor exam multiple times. And Inspirata was hardly the development powerhouse that it and D'Alessio represented it to be. The truth is it is tied up in litigation over fraud perpetrated against other similarly situated property owners.

25. Throughout the negotiations, D'Alessio, on behalf of himself and Inspirata, promised Plaintiff that they would represent Plaintiff's interests faithfully and encouraged Plaintiff to place its trust and confidence in them, which Plaintiff did. D'Alessio's promises and encouragements to Plaintiff induced it to retain Inspirata.

26. The terms of the engagement entered on or about November 17, 2021 by and between Plaintiff and Inspirata resulted in an agreement with a fixed fee compensation structure, a true and correct copy of which is attached hereto as Exhibit A (the “Engagement Agreement”). Pursuant to the Engagement Agreement, Plaintiff would pay Inspirata \$40,833 per month for the services provided in connection with the design, development and construction of the Properties.

27. After the execution of the Engagement Agreement, Inspirata and D’Alessio began stealing millions of dollars from Plaintiff through misappropriation of funds intended to be used towards the Development Program. Additionally, the work performed by Inspirata and D’Alessio on the Development Program was replete with incompetencies, malpractice, negligence and omissions in nearly all aspects of their performance, including work performed on the design, development and construction activities associated with the Development Program.

28. Additionally, Deere Construction and Deere Industries were and remain general contracting firms licensed with the State of Florida.

29. At all times material to the causes of action set forth herein, the owner and manager of Deere Construction and Deere Industries was Ryan Prendes, a certified general contractor licensed with the State of Florida pursuant to License Number CGC1508779.

30. D’Alessio and Prendes have been colleagues for several years and have worked together on construction projects in South Florida, including several construction projects for the Centner family.

31. Without Plaintiff’s knowledge or consent, D’Alessio and Inspirata unilaterally hired Deere Construction and Deere Industries (sometimes collectively referred to as “Deere”), as the general contractor for the Development Program. The scope of services to be provided by Deere reportedly included the completion of the structural foundations and concrete shells for all

(or nearly all) buildings and structures appearing on the development plans and otherwise performing or overseeing the construction of the Properties (the “Work”). D’Alessio and Inspirata both supervised and were directly involved in implementing and effectuating all Work performed at the Properties but surprisingly, without Plaintiff’s knowledge or consent, initially paid Ryan Prendes approximately \$30,000.00 per month to be the General Contractor for the project, which eventually increased to \$40,000.00 per month. Effectively, D’Alessio and Inspirata delegated the responsibilities it owed to Plaintiff to Mr. Prendes, paid Mr. Prendes a significant sum using Plaintiff’s monies without Plaintiff’s knowledge or consent and continued to collect the monthly management fee D’Alessio negotiated with Plaintiff as if D’Alessio was providing those services.

32. Following the discovery of millions of dollars stolen by D’Alessio from Plaintiff, auditing of the Development Program showed the following had occurred unbeknownst to Plaintiff:

- i. Although Plaintiff was led to believe that Inspirata, through D’Alessio, was the general contracting firm working on and responsible for the Development Program the facts revealed that Deere Construction was the General Contractor of Record for the Development Program, a company that Plaintiff did not know even existed.
- ii. Deere Construction provided project management services for the Work even though Inspirata, through D’Alessio, was retained and compensated monthly to perform those services. The 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, and other managerial services relating to its crew and work product.

- iii. Deere Industries was reportedly designated as the Marine Contractor of Record for the project and responsible for, among other things, the Boat House roof, as well as the dredging and seawall finishing components of the development of the Properties, unbeknownst to Plaintiff.
- iv. Deere Construction and Deere Industries appear to be alter egos. Both are owned, operated and managed by Mr. Prendes and appear to perform the same construction industry services.

33. At all material times, both Deere Construction and Deere Industries, along with Inspirata, directly participated in the development and construction of the Properties and were responsible for overseeing the work of its laborers and subcontractors.

34. Deere emphatically failed in this endeavor as there were numerous construction defects in the construction performed on the Properties.

35. As Plaintiff's project manager and owner's representative, Inspirata also shares in the responsibility and failure to ensure all construction was performed in a good, reasonable, and workman like manner. D'Alessio and Inspirata also failed in their responsibility to represent the best interests of the owner by negotiating and securing the best price for labor and materials and by making sure the project stayed on schedule.

36. Defendants were obligated to perform these services in a good, reasonable, and workman like manner and failed to do so.

37. Indeed, the site-wide construction issues and defects caused by Defendants abound.

38. For instance, structures at the Properties were built without obtaining the required building permits or zoning approvals. These omissions constituted violations of local ordinances and the Florida Building Code. Moreover, construction across both Properties was being performed without mandatory inspections and clearances at required milestones, which resulted in retroactive permitting processes and significant project delays. These issues are ongoing.

39. Over 400 piles were installed without adequate site preparation, causing extensive excavation, cleanup, and project delays.

40. Forty-eight new piles need to be installed and forty-five existing piles are being abandoned to meet the corrected design of the residence.

41. Further, approximately 9,000 sq. ft. of stone was ordered for the Terraces with a pedestal system that could not support walking traffic. This requires significant modification to the pedestal system to prevent the tile from breaking.

42. The entire site was also inadequately filled, compacted and graded, leading to sinkholes, soil instability, and erosion post-rainfall. Rectification required large-scale regrading and backfilling, including replanting of fallen trees.

43. And the work to re-develop the sewer lines for the Properties was performed incorrectly, which triggered a municipal stop-order that required the entire project to be re-worked with a new engineer at substantial additional cost for labor and 24/7 off-duty police detail at approximately \$2,200 per day.

44. Specific construction defects for each of the Properties caused, created, or permitted by Deere, D'Alessio and/or Inspirata are identified below.

The 5011 Property

45. The generator pad was installed without prior approval, zoning compliance, or required rough-ins. Electrical conduits had to be retrofitted after demolition of rebar and formwork, resulting in waste and delay.

46. Railings at the Boat House and Collins House were fabricated in violation of Florida Building Code requirements, necessitating redesign and additional materials and labor to meet code.

47. A boat platform and garage door were installed in the boat house without a permit, representing a direct violation of Florida's permitting laws and creating exposure for noncompliance.

48. The north exterior door of the Boat House was installed below finished tile level. Thus, the door and precast needed to be removed and reinstalled with the precast sustaining damage during removal and requiring replacement.

49. All interior walls within the Boat House required refinishing due to not being properly squared.

50. Electrical rough-ins for lighting and outlets were installed below the final plaster finish level, preventing proper trim installation. And some were removed completely and never reinstalled. Rough-ins and outlets were reinstalled to the proper heights and to meet code at additional cost.

51. The wood flooring in the Boat House was left with adhesive residue and stains causing significant damage and requiring complete sanding and refinishing to restore the original appearance and condition.

52. The finished walls in the Boat House lacked the required structural support and backing for stair attachment, creating a dangerous and unsafe hazard. As such, the walls were subsequently opened to install necessary bracketing and supports, followed by re-finishing.

53. Multiple sections of the stucco on the exterior of the Boat House were improperly bonded, resulting in hollow areas and cracking. These sections, particularly in the corners, were damaged and defective, requiring demolition, reapplication of stucco, and repainting.

54. As to the Collins House, there were also significant variances between constructed conditions and the approved construction plans, requiring as-built plan revisions and re-inspections.

55. The floor levels in Collins House were approximately three inches below door thresholds. To correct this, plywood and a mortar bed will need to be installed, increasing labor and material costs.

56. The elevator shaft was improperly constructed without a solid concrete rear wall required to support elevator rails. The pit was also misaligned with the shaft center, rendering the shaft noncompliant and unsafe.

57. As for the tower for Collins House, the precast installation occurred out of sequence, with the roofing being completed before the tower work. This resulted in damage to the tiles, as well as increased labor and equipment usage.

The 5111 Property

58. The garage foundation at the Guest House was installed without approved permitting. As a result, a stop-work order was issued and the unpermitted structure is subject to mandatory demolition.

59. Piles were installed for the pool, which was located within the setback and not approved by zoning.

60. The required drip edge along the Guest House and Pavillion roofline was missing, which delayed stucco installation.

61. Additionally, the Pavilion ceiling assemblies did not provide adequate clearance for plumbing drainage, requiring soffit extensions and redesign of plumbing routes for correct drain pitch. The plumbing was also placed in incorrect locations within the walls, which required significant re-working.

62. The Guest House walkways were poured without recesses for stone inlays, requiring chipping, cutting, and repouring over an extended correction period.

63. A below-grade equipment room was improperly constructed without permits, which caused significant damage to ten structural pilings, requiring extensive labor, shoring and replacement.

64. Electrical conduits for the dock were damaged during construction, necessitating rewiring and replacement of electrical connections.

65. Rough openings throughout the Guest House did not match door and window sizes, requiring resizing and extensive additional labor so the doors and windows could be installed correctly.

66. The plumbing in the Guest House was placed in incorrect locations inside the walls, and no exterior spigots were installed. Numerous pipes had to be relocated to accommodate fixture placements.

67. The trash enclosure in the Guest House was constructed without approval and was improperly constructed within the setback areas. It also lacked the required drainage.

68. For both the Guest House and Collins House, the interior framing was overbuilt using 14-gauge studs and tracks, causing unnecessary material costs and complicated drywall installation.

69. The structural walls and foundation in the Guest House were constructed of solid poured concrete instead of specified concrete block, leading to increased material and labor costs.

70. As to the pickleball court, the slab was poured at an incorrect elevation with no drainage solutions. Rectification will require additional site grading and installation of proper drainage systems.

71. On the east side of the Guest House along the seawall, sixteen palm trees were planted incorrectly in that the roots are crushed preventing proper growth. All of them will need to be removed and replanted.

BACO Sewer Extension Project

72. BACO provides infrastructure engineering design and construction services.

73. Inspirata hired BACO to handle the design and construction of the gravity sewer extension project for the Properties, which involved adding new sewer lines that transport wastewater from the property to a municipal sewer system using gravity instead of mechanical pumps. This process typically includes designing a sloped pipeline, excavating trenches to lay new

sewer pipes at the correct depth and slope, connecting sewer lines with municipal lines, and creating access points through manholes for maintenance and inspection.

74. There were several significant issues and defects in the work performed by BACO in completing the gravity sewer extension project. First, the sewer line that was installed from the existing manhole to designated manhole no. 3 was left too close to the conflicting utility with no type of connection left on the end of it to connect and keep going once the utility was crossed. As a result, there was no way to install any permitted coupler under the water table without leaving the pipe prepared for the coupler as required.

75. Past this conflict, BACO installed the remainder of the sewer line, again with no coupler to tie in. The sewer line was not aligned with the new line they installed nor was the pitch equal to the pitch they installed. As a result of the lines not being perfectly straight, there was no way to pass a lamping inspection, and this portion of line had to be removed to interconnect and to be installed at the correct pitch, elevation and alignment.

76. Additionally, from designated manhole no. 3 to manhole no. 2, BACO installed two sections of pipe on either end which was out of alignment and did not match the revision drawings that were done. As a result, they had to be removed to be installed at the new elevations per the revision drawings. And here, again, the sewer lines were left unable to couple to anything to continue the lines, which was not able to pass any type of lamping inspection.

77. Lastly, the sewer system was not closed properly as BACO left it open and exposed underground, which resulted in the pipes and manholes being full of sand and debris that had to be removed.

78. Due to all of these deficiencies that were discovered, the most cost-effective and appropriate solution is to remove everything and reinstall the entire sewer line system correctly from scratch, which will cause significant loss of time and added expense for Plaintiff.

79. Indeed, at significant expense, Plaintiff has been forced to retain a new set of construction professionals, including but not limited to a new general contractor, architect, engineer and consultants, to attempt to reconstruct, redesign, fix, and complete the Work improperly and incompetently performed by Defendants.

80. To date, construction of the Properties remains in its early stages and has not reached the stage of completion of the building or improvement—substantial or otherwise—as defined by Chapter 558, Florida Statutes. In fact, far from it, due to the misconduct of Defendants. There is no certificate of occupancy, whether temporary or otherwise, that allows for occupancy or use of the entire building or improvement, or an equivalent authorization issued by the governmental body having jurisdiction. Overall, there has not been substantial completion of construction of the Properties or the improvements thereto.

81. As such, Plaintiff was not required to provide pre-suit notice of these construction defects to Defendants prior to filing suit.

82. Nevertheless, Defendants have been on notice of the various construction defects they caused to the Properties since their services were terminated from the project in 2024.

83. Plaintiff has made reasonable offers for inspection of its Properties, which has not been performed to date.

84. As a result of the Defendants' actions, Plaintiff has been forced to retain undersigned counsel and have agreed and obligated themselves to pay reasonable fees for legal services on their behalf.

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

Count I
(Breach of Contract Against Inspirata)

86. Plaintiff re-alleges and incorporates by reference the allegations preceding the first count of this Complaint, above as though fully set forth herein.

87. Plaintiff and Inspirata are parties to the Engagement Agreement, pursuant to which Inspirata would serve as the owner's representative, project manager, and consultant to Plaintiff concerning the residential development and construction of the Properties.

88. Plaintiff hired Inspirata to provide Plaintiff with professional advice and representation regarding preconstruction, demolition, and construction matters for the Properties.

89. Inspirata breached the Engagement Agreement by failing to supervise and implement the design, development and construction of the Properties as required by the terms of the Agreement.

90. Inspirata's breaches of the contract have caused Plaintiff damages including but not limited to expending substantial sums to rectify the defects and deficiencies, damage to real property, and other resulting damages.

WHEREFORE, Plaintiff demands judgment against Inspirata for damages, plus interest and attorneys' fees, and for such other and further relief as this Court deems proper and just.

Count II
(Negligence Against Inspirata)

91. Plaintiff re-alleges and incorporates by reference the allegations preceding the first count of this Complaint, above as though fully set forth herein.

92. At all times material, Inspirata, by itself and through its respective agents and employees, directed and supervised the Work at the Properties to ensure strict compliance with the plans and specifications, industry standards, and applicable codes.

93. Inspirata owed duties to Plaintiff including, but not limited to, the following:

- a. To provide adequate guidance, instructions, recommendations, progress and condition reports and overall consultation as the owner's representative, project manager, and consultant to Plaintiff for the Properties;
- b. To ensure completion of the Work within the scope of Work and at the degree of quality contemplated by the parties;
- c. To exercise reasonable care in selecting the general contractor to construct the Properties;
- d. To exercise reasonable care in supervising and monitoring of the construction of the Properties;
- e. To exercise reasonable care in ensuring that the Properties were constructed in strict conformance with the plans and specifications and in compliance with industry standards;
- f. To exercise reasonable care in ensuring the Properties were developed and constructed in a condition free from defects and/or deficiencies; and/or
- g. To disclose any defects and/or deficiencies in construction of the Properties that were known or should have been known by Inspirata.

94. Inspirata breached its duties to Plaintiff in numerous ways, including, but not limited to, the following:

- a. Failing to provide adequate guidance, instructions, recommendations, progress and condition reports and overall consultation to Plaintiff for the Properties;
- b. Failing to ensure completion of all the Work within the scope of work or at the degree of quality contemplated by the parties;
- c. Failing to ensure all the Work was completed in accordance with industry standards;
- d. Failing to ensure completion of all the Work without defects or deficiencies, as alleged herein;
- e. Failing to exercise reasonable care in identifying, selecting, or hiring entities or persons that performed the Work;

- f. Failing to exercise reasonable care in supervising and/or monitoring any persons or entities identified, selected, hired or retained to perform the Work;
- g. Failing to have a reasonable inspection procedure in place that would have timely discovered the defects and deficiencies in the Work; and
- h. Failing to disclose any defects and deficiencies in the Work that it knew or should have known existed at the Properties;

95. As a direct and proximate result of Inspirata's negligence, Plaintiff has suffered substantial damages. Plaintiff has been and will be required to secure replacement materials and labor to repair the defective work and will be required to expend substantial sums to rectify the defects and deficiencies, damage to real property, and other resulting damages.

WHEREFORE, Plaintiff demands judgment against Inspirata for damages, together with interest and costs, and for such other and further relief as this Court deems proper and just.

Count III
(Negligence against Deere Construction)

96. Plaintiff re-alleges and incorporates by reference the allegations preceding the first count of this Complaint, above as though fully set forth herein.

97. At all times material, Deere Construction, by itself and through its respective agents and employees, performed, directed and/or supervised the Work at the Properties to ensure strict compliance with the plans and specifications, industry standards, and applicable codes.

98. Deere Construction owed duties to Plaintiff including, but not limited to, the following:

- a. To ensure completion of the Work within the scope of Work and at the degree of quality contemplated by the parties;
- b. To exercise reasonable care in selecting laborers, vendors and subcontractors to construct the Properties;
- c. To exercise reasonable care in performing, supervising and monitoring of the construction of the Properties;

- d. To exercise reasonable care in ensuring that the Properties were constructed in strict conformance with the plans and specifications and in compliance with industry standards;
- e. To exercise reasonable care in ensuring the Properties were developed and constructed in a condition free from defects and/or deficiencies; and/or
- f. To disclose any defects and/or deficiencies in construction of the Properties that were known or should have been known by Deere Construction.

99. Deere Construction breached its duties to Plaintiff in numerous ways, including, but not limited to, the following:

- i. Failing to ensure completion of all the Work within the scope of work or at the degree of quality contemplated by the parties;
- j. Failing to ensure all the Work was completed in accordance with industry standards;
- k. Failing to ensure completion of all the Work without defects or deficiencies, as alleged herein;
- l. Failing to exercise reasonable care in identifying, selecting, or hiring entities or persons that performed the Work;
- m. Failing to exercise reasonable care in performing, supervising and/or monitoring any persons or entities identified, selected, hired or retained to perform the Work;
- n. Failing to have a reasonable inspection procedure in place that would have timely discovered the defects and deficiencies in the Work; and
- o. Failing to disclose any defects and deficiencies in the Work that it knew or should have known existed at the Properties;

100. As a direct and proximate result of Deere Construction's negligence, Plaintiff has suffered substantial damages. Plaintiff has been and will be required to secure replacement materials and labor to repair the defective work and will be required to expend substantial sums to rectify the defects and deficiencies, damage to real property, and other resulting damages.

WHEREFORE, Plaintiff demands judgment against Defendant Deere Construction for damages, together with interest and costs, and for such other and further relief as this Court deems proper and just.

Count IV
(Negligence against Deere Industries)

101. Plaintiff re-alleges and incorporates by reference the allegations preceding the first count of this Complaint, above as though fully set forth herein.

102. At all times material, Deere Industries, by itself and through its respective agents and employees, performed, directed and/or supervised the Work at the Properties to ensure strict compliance with the plans and specifications, industry standards, and applicable codes.

103. Deere Industries owed duties to Plaintiff including, but not limited to, the following:

- a. To ensure completion of the Work within the scope of Work and at the degree of quality contemplated by the parties;
- b. To exercise reasonable care in selecting laborers, vendors and subcontractors to construct the Properties;
- c. To exercise reasonable care in performing, supervising and monitoring of the construction of the Properties;
- d. To exercise reasonable care in ensuring that the Properties were constructed in strict conformance with the plans and specifications and in compliance with industry standards;
- e. To exercise reasonable care in ensuring the Properties were developed and constructed in a condition free from defects and/or deficiencies; and/or
- f. To disclose any defects and/or deficiencies in construction of the Properties that were known or should have been known by Deere Industries.

104. Deere Industries breached its duties to Plaintiff in numerous ways, including, but not limited to, the following:

- p. Failing to ensure completion of all the Work within the scope of work or at the degree of quality contemplated by the parties;
- q. Failing to ensure all the Work was completed in accordance with industry standards;
- r. Failing to ensure completion of all the Work without defects or deficiencies, as alleged herein;

- s. Failing to exercise reasonable care in identifying, selecting, or hiring entities or persons that performed the Work;
- t. Failing to exercise reasonable care in performing, supervising and/or monitoring any persons or entities identified, selected, hired or retained to perform the Work;
- u. Failing to have a reasonable inspection procedure in place that would have timely discovered the defects and deficiencies in the Work; and
- v. Failing to disclose any defects and deficiencies in the Work that it knew or should have known existed at the Properties;

105. As a direct and proximate result of Deere Industries's negligence, Plaintiff has suffered substantial damages. Plaintiff has been and will be required to secure replacement materials and labor to repair the defective work and will be required to expend substantial sums to rectify the defects and deficiencies, damage to real property, and other resulting damages.

WHEREFORE, Plaintiff demands judgment against Deere Industries for damages, together with interest and costs, and for such other and further relief as this Court deems proper and just.

Count V
(Negligence against BACO)

106. Plaintiff re-alleges and incorporates by reference the allegations preceding the first count of this Complaint, above as though fully set forth herein.

107. At all times material, BACO, by itself and through its respective agents and employees, owed a duty to Plaintiff to perform construction and engineering work with reasonable care and skill, as well as to ensure strict compliance with the plans and specifications, industry standards, and applicable codes.

108. BACO breached its duties to Plaintiff by negligently performing construction and engineering services as it relates to the improper and inadequate design and construction of the gravity sewer extension project at the Properties.

109. As a direct and proximate result of BACO's negligence, Plaintiff has suffered substantial damages. Plaintiff has been and will be required to incur significant costs to secure replacement materials and labor to repair the defective work and will be required to remove all sewer lines and manholes, document the existing conditions and reinstall the entire sewer line system correctly from scratch.

WHEREFORE, Plaintiff demands judgment against BACO for damages, together with interest and costs, and for such other and further relief as this Court deems proper and just.

COUNT VI
Breach of Fiduciary Duty Against Inspirata and D'Alessio

110. Plaintiff re-alleges and incorporates by reference the allegations preceding the first Count of this Complaint, above as if fully set forth herein.

111. Based on their representations and encouragements, Plaintiff put its trust and confidence in D'Alessio and Inspirata to represent its interests with respect to the development of the Properties, and D'Alessio and Inspirata accepted this placement of trust and confidence. This gave rise to a fiduciary duty owed by D'Alessio and Inspirata to Plaintiff.

112. D'Alessio and Inspirata breached this fiduciary duty by failing to supervise and implement the design, development and construction of the Properties as promised to Plaintiff, failing to provide adequate advice, counsel and consultation to Plaintiff with respect to the development and construction of the Properties, and failing to protect Plaintiff's interest in the project and Properties.

113. Defendant D'Alessio and Inspirata's breaches of fiduciary duty caused Plaintiff damages.

WHEREFORE, Plaintiff demands judgment against Inspirata and D'alessio for damages, plus interest and attorneys' fees, and for such other and further relief as this Court deems proper and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated June 26, 2025.

Respectfully submitted,

By: /s/ Benjamin Brodsky
Benjamin Brodsky, Esq.
Florida Bar No.: 73748
Robert S. Visca, Esq.
Florida Bar No.: 111800
BRODSKY FOTIU-WOJTOWICZ, PLLC
Counsel for Plaintiff
44 West Flagler Street, Suite 2200
Miami, Florida 33130
Tel: 305-503-5054
Fax: 786-749-7644
bbrodsky@bfwlegal.com
robert@bfwlegal.com
docketing@bfwlegal.com

EXHIBIT A

Andrea D'Alessio, President
3050 Biscayne Boulevard, Suite 400
Miami, Florida 33137
Direct Phone: 305.916.1086
Email: andrea@inspiratamgmt.com

November 17, 2021

VIA ELECTRONIC MAIL

Pine Tree Development, LLC
7901 4th Street N, Suite 300
St. Petersburg, FL 33702
Attn: Mr. Russel Weiner

Re: Engagement Agreement for Consulting Services by and between Inspirata Management Company, Inc. and Pine Tree Development, LLC

Dear Russell:

Thank you for the opportunity to serve as the owner's representative for land use planning, architectural design and development entitlement matters associated with the proposed construction of one or more detached single-family residences at 5011 and 5111 Pine Tree Drive, Miami Beach, Florida (collectively referred to hereinafter as the "Property"). This engagement agreement is entered into by and between Pine Tree Development, LLC and Inspirata Management Company, Inc. ("IMC"). In this engagement, IMC will represent Pine Tree Development, LLC and its assigns (collectively referred to hereinafter as the "Client"). IMC and the Client are sometimes collectively referred to hereinafter as the "Parties".

Scope of Services: 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 Team¹ 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

¹ As used herein, the term "Development Team" shall include contractors, architects, designers, engineers, consultants, attorneys and like professionals engaged by Client in connection with the Development Program.

Pine Tree Development, LLC
Engagement Letter
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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. The consulting team will include Andrea D'Alessio and a project administrator. This engagement does not include any services omitted from the foregoing description, such as demolition or construction/building services, but this agreement can be expanded upon the Client's request provided that the expanded representation is memorialized in a written agreement signed by both CLIENT and IMC.

Commencement Date. This agreement shall commence on November 22, 2021.

Term of Agreement: The term of this agreement shall be twelve (12) months from the Commencement Date (the "Term"). Any services provided beyond the Term shall be subject to a separate agreement signed by both parties.

Fees for Services: 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"). The first Consulting Fee payment shall be made on or before November 22, 2021. Each installment payment shall be paid by Client on or before the first business day of each month. Fees for services shall be exclusive of any and all costs advanced on Client's behalf as described below. 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. The Parties agree that all monthly Consulting Fees paid to IMC are earned upon receipt and are nonrefundable.

Expenses: Business expenses shall be paid by Client. Business expenses shall include all costs to a governmental agency on Client's behalf and all costs associated with the preparation of documents and materials in connection with governmental meetings, applications and submittals. IMC shall provide to the Client copies of the receipt(s) associated with all business expenses it pays on Client's behalf through a company credit card or other company payment methods. Client shall reimburse IMC for business expenses within thirty (30) calendar days from the date on which IMC submits its request for reimbursement to Client with payment receipts attached.

Termination: Either party may terminate this agreement at any time for any reason whatsoever. A termination of this agreement shall only be effective if the terminating party provides written notice of termination to the second party at least thirty (30) calendar days prior to the date of termination. If Client elects to terminate this agreement, Client shall pay to IMC the monthly installment payments remaining during the thirty (30) calendar days that precede the

Pine Tree Development, LLC
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date of termination ("Termination Payment"). The termination Payment shall be made within forty-eight (48) hours of the transmittal of the notice of termination to IMC.

Ownership of Work Product: All work product generated by IMC as part of this engagement shall be owned by Client. IMC shall provide Client with originals or copies of originals of all work product generated as part of this engagement upon Client's request. Delivery of said documents and materials to Client shall be made within a reasonable timeframe but, in no event, more than five (5) business days after receipt of said request. Notwithstanding the foregoing, IMC shall be entitled to refuse any request for the delivery of work product until such time that all outstanding fees for services and reimbursement of business expenses are fully satisfied.

Notices: All notices given, requests made, and other important communications regarding this agreement or required by law, must be made in writing and must be delivered by electronic mail. With respect to Client, notice must be emailed to Russ Weiner at russ@russrockstar.com and, with respect to IMC, notice must be emailed to Andrea D'Alessio at andrea@inspiratamgmt.com. Notice shall be deemed given twelve (12) hours after transmittal of the email to the receiving party.

Governing Law: This agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida without reference to conflict of law principles. For purposes of any claim arising under this agreement, all of the parties hereto submit to the exclusive jurisdiction of the courts of the State of Florida, Miami Dade County, and agree not to raise and waives any objection to or defense based upon the venue of any such court or based upon forum non-convenience. In the event that a lawsuit is brought to enforce or interpret all or any portion of this agreement, the prevailing party in such suit shall be entitled to recover, in addition to any other relief available to such party, reasonable costs incurred.

Dispute Resolution: All parties to this agreement agree to submit any and all disputes they may have in regard to legal services rendered, including but not limited to disputes over fees for legal services and reimbursement of costs, to binding arbitration, which will be the sole and exclusive remedy for all such disputes. The parties to this agreement may agree to an arbitration forum, or if the parties can not agree, any party to this agreement may commence arbitration by serving a Demand for Arbitration. The parties agree that the decision of the arbitrator shall be final, and that the arbitration award may serve as a judgement or may be converted to a judgement in any court of competent jurisdiction.

NOTICE: This agreement contains provisions requiring arbitration of disputes. Before you sign this agreement, you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you waive your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

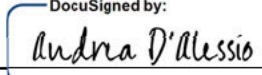
*Pine Tree Development, LLC
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Miscellaneous: This agreement contains the entire agreement between the parties hereto and all previous negotiation leading thereto and it may be modified only by an agreement in writing signed by Client and IMC. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. If any provision of this agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way. This agreement may be executed in one or more counterparts, each of which shall be original and all of which, taken together, shall constitute one and the same document, and may be executed and delivered by email.

If this meets with your approval, please indicate by having this letter signed in the space provided below and return it to my office. I appreciate your confidence and trust and I look forward to working with you and your staff. If you have any questions, please do not hesitate to contact me.

Sincerely,

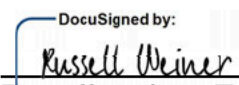
INSPIRATA MANAGEMENT GROUP, INC.

DocuSigned by:


188D05D0176944E
Andrea D'Alessio, Manager

APPROVED AND AGREED to this 17 day of November 2021, by the undersigned.

By: **RUSSELL WEINER REVOCABLE TRUST**

By: 

Russell Weiner, Trustee

The Inspirata Group
3921 Alton Road
Miami Beach, FL 33140



Pine Tree Development, LLC
7901 4th St.
Suite 300
St. Petersburg, FL 33702

11/17/2021

Re: Engagement of The Inspirata Group, to serve as the project managers and consultants to Pine Tree Development, LLC concerning real properties located at 5011, and 5111 Pine Tree Drive, Miami Beach, Florida (collectively the "Property").

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

Commencement Date:

- \$200,000 deposit
- First month payment to be deducted from the initial deposit

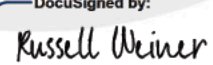
If this meets with your approval, please indicate by having this letter signed in the space provided below and return it to our offices together with the above-referenced fee payment.

DocuSigned by:

888D05D1116844F...
Andrea D'Alessio

11/17/2021

Date

DocuSigned by:

CAD70BB0191043E...
Pine Tree Development, LLC

11/17/2021

Date



THE INSPIRATA GROUP