

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

CASE NO.:

LAURA CARRO, an individual; MICAELA BRANDUCCI, an individual; CORINNA MOSSA, an individual; ANNA SILVIA MARONGIU, an individual; ANNA MARIA BABINI, an individual; MANUELA CAMPANOZZI, an individual; ROBERTO CAPO, an individual; SONIA GADALETA, an individual; MATTEO MAIOLI, an individual; GIUSEPPE MARZANO, an individual; MATEO PALMA, an individual; GIACOMO PINSOGLIO, an individual; CRISTINA PONTISSO, an individual; SIMONE TANI, an individual; FRANCESCO VEDOVETTO, an individual; MARIA ZOLLO, an individual; SANTORIELLO MASSIMILIANO, an individual; and ANGELO BARBAGALLO, an individual,

Plaintiffs,

vs.

STEFANO VERSACE, an individual; PAOLO STEFANINI, an individual; MARTINA MAIONE, an individual; GV FLORIDA500, INC., a dissolved Florida corporation; GV KEYBISCAYNE LLC, a dissolved Florida limited liability company; VERSACE STEFANO HOLDINGS LLC, a dissolved Florida limited liability company; GV CHERRYHILL, LLC, a dissolved New Jersey limited liability company; GV WESTWELL, LLC, a Florida limited liability company; GV PHILLY500, INC., a Florida corporation; GV BRICKELL, LLC, a dissolved Florida limited liability company; GV BAYSIDE, LLC, a dissolved Florida limited liability company; GV RIVERSIDE, LLC, a dissolved Florida limited liability company; KONOS BRICKELL, LLC, a Florida limited liability company; KONOS GROUP, LLC, a dissolved Florida limited liability company; and VALUE INVESTORS USA, LLC, a Florida limited liability company,

Defendants.

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**COMPLAINT**

Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA, GIACOMO PINSOGLIO, CRISTINA PONTISSO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, SANTORIELLO MASSIMILIANO and ANGELO BARBAGALLO (collectively, “Plaintiffs”), sue the Defendants, STEFANO VERSACE, PAOLO STEFANINI, MARTINA MAIONE, GV FLORIDA500, INC., GV KEYBISCAYNE LLC, VERSACE STEFANO HOLDINGS LLC, GV CHERRYHILL, LLC, GV WESTWELL, LLC, GV PHILLY500, INC., GV BRICKELL, LLC, GV BAYSIDE, LLC, GV RIVERSIDE, LLC, KONOS BRICKELL, LLC, KONOS GROUP, LLC, and VALUE INVESTORS USA, LLC and state:

**Parties, Jurisdiction and Venue**

1. This is an action for damages in excess of \$50,000.00, exclusive of interest, costs, and attorneys’ fees.
2. Plaintiff, Laura Carro, is a resident of Italy.
3. Plaintiff, Micaela Branducci, is a resident of Italy.
4. Plaintiff, Corinna Mossa, is a resident of Italy.
5. Plaintiff, Anna Silvia Marongiu, is a resident of Italy.
6. Plaintiff, Anna Maria Babini, is a resident of Italy.
7. Plaintiff, Manuela Campanozzi, is a resident of Italy.
8. Plaintiff, Roberto Capo, is a resident of Italy.
9. Plaintiff, Sonia Gadaleta, is a resident of Italy.

10. Plaintiff, Matteo Maioli, is a resident of Italy.
11. Plaintiff, Giuseppe Marzano, is a resident of Italy.
12. Plaintiff, Mateo Palma, is a resident of Italy.
13. Plaintiff, Giacomo Pinsoglio, is a resident of Italy.
14. Plaintiff, Cristina Pontisso, is a resident of Italy.
15. Plaintiff, Simone Tani, is a resident of Italy.
16. Plaintiff, Francesco Vedovetto, is a resident of Italy.
17. Plaintiff, Maria Zollo, is a resident of Italy.
18. Plaintiff, Santoriello Massimiliano, is a resident of Italy.
19. Plaintiff, Angelo Barbagallo, is a resident of Italy.
20. Defendant, Stefano Versace, is a resident of Broward County, Florida, with an address of 18222 SW 33rd St., Miramar, FL 33029.
21. Defendant, Paolo Stefanini, is a resident of Miami-Dade County, Florida, with an address of 1250 S. Miami Ave., #2115, Miami, FL 33130.
22. Defendant, Martina Maione, is a resident of Miami-Dade County, Florida, with an address of 1881 79 Street Causeway, #1604, North Bay Village, FL 33141.
23. Defendant, GV Florida500, Inc., is a dissolved Florida corporation, with its principal place of business at 18501 Pines Blvd., Suite 365, Pembroke Pines, FL 33029, in Broward County, Florida.
24. Defendant, GV KeyBiscayne, LLC, is a dissolved Florida limited liability company, with its principal place of business at 2607 SW 177th Avenue, Miramar, FL 33029 in Broward County, Florida.

25. Defendant, Versace Stefano Holdings, LLC, is a dissolved Florida limited liability company, with its principal place of business at 2607 SW 177th Ave., Miramar, FL 33029 in Broward County, Florida.

26. Defendant, GV CherryHill, LLC, is a dissolved New Jersey limited liability company with its principal place of business located at 2000 NJ-38, Unit 1500, Cherry Hill, New Jersey, 08002.

27. Defendant, GV Westwell, LLC, is a Florida limited liability company with its principal place of business at 2647 W 81st St., Hialeah, FL 33016, in Miami-Dade County, Florida.

28. Defendant, GV Philly500, Inc., is a dissolved Florida corporation with its principal place of business at 2607 SW 177th Ave., Miramar, FL 33029 in Broward County, Florida.

29. Defendant, GV Brickell, LLC, is a dissolved Florida limited liability company with its principal place of business at 2647 W 81<sup>st</sup> St., Hialeah, FL 33016, in Miami-Dade County, Florida.

30. Defendant, GV Bayside, LLC, is a dissolved Florida limited liability company with its principal place of business at c/o Stefano Versace Gelato, 401 Biscayne Blvd., Miami, FL 33132, in Miami-Dade County, Florida.

31. Defendant, GV Riverside, LLC, is a dissolved Florida limited liability company with its principal place of business at 25 SE 5th St., Miami, FL 33131 in Miami-Dade County, Florida.

32. Defendant, Konos Brickell, LLC, is a Florida limited liability company with its principal place of business at 2647 W 81st Street, Hialeah, FL 33016 in Miami-Dade County, Florida.

33. Defendant, Konos Group, LLC, is a dissolved Florida limited liability company with its principal place of business at 2647 W 81st St., Hialeah, FL 33016, in Miami-Dade County, Florida.

34. Defendant, Value Investors USA, LLC, is a Florida limited liability company with its principal place of business at 100 Biscayne Blvd., Suite 1114, Miami, FL 33132.

35. Venue is proper in Miami-Dade County, Florida because the Defendants, Paolo Stefanini, Martina Maione, GV Westwell, LLC, Konos Brickell, LLC, and Value Investors USA, LLC, reside within the State of Florida, Miami-Dade County.

36. Jurisdiction is proper in the Circuit Court as the damages exceed \$50,000 dollars.

**General Allegations**

37. Plaintiffs are investors who were solicited and persuaded by Defendants, Stefano Versace, Paulo Stefanini, and Martina Maione, to invest in gelato stores or gelato carts.

38. Specifically, and as will be discussed in more detail, Plaintiffs invested in the following entities:

LAST NAME	FIRST NAME	INVESTED IN	AMOUNT INVESTED
Babini	Anna	GV Philly500, Inc. and GV CherryHill, LLC	\$60,000.00
Branducci	Micaela	GV Florida500, Inc.; GV KeyBiscayne, LLC (without consent)	\$30,000.00
Campanozzi	Manuela	GV Philly500, Inc.	\$30,000.00
Capo	Roberto	GV Philly500, Inc.	\$30,000.00
Carro	Laura	GV Florida500, Inc.; GV KeyBiscayne, LLC (without consent)	\$30,000.00
Gadaleta	Sonia	GV Philly500, Inc.	\$30,000.00

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>INVESTED IN</b>	<b>AMOUNT INVESTED</b>
Maioli	Matteo	GV Westwell, LLC, but investment moved to GV CherryHill, LLC and then GV Riverside, LLC	\$60,000.00
Marongiu	Anna Sylvia	GV Brickell, LLC	\$100,000.00
Marzano	Giuseppe	GV Philly500, Inc.	\$30,000.00
Massimiliano	Santoriello	GV CherryHill, LLC	\$30,000.00
Mossa	Corinna	GV Florida500, Inc.; GV KeyBiscayne, LLC (without consent)	\$90,000.00
Palma	Mateo	GV CherryHill, LLC	\$30,000.00
Pinsoglio	Giacomo	GV Westwell, LLC, but investment moved to GV CherryHill, LLC and then GV Riverside, LLC	\$30,000.00
Pontisso	Cristina	GV Florida500, Inc.; GV KeyBiscayne, LLC (without consent)	\$30,000.00
Barbagallo	Angelo	GV Philly500, Inc.	\$30,000.00
Tani	Simone	GV CherryHill, LLC	\$30,000.00
Vedovetto	Francesco	GV Philly500, Inc.	\$30,000.00
Zollo	Maria	GV Riverside, LLC	\$30,000.00

39. In March 2018, Stefano Versace Gelato prepared a confidential Investors' Presentation entitled "Expansion Plan of the Gelato Store Network in the US." The Executive Summary highlighted that "... Stefano Versace Gelato aims at capturing the opportunity to build

a 100-200 gelato store network at national level starting from Florida where it opened the first store in 2013 and it has grown into a 20-POS network, plus other 12 POS currently under construction.” It also stated that Versace Stefano Holdings LLC has “direct and indirect ownership of all the stores of the group,” which included at that time Defendants, GV Florida500, Inc., GV CherryHill, LLC, GV Philly500, Inc., and GV Bayside, LLC. Defendant, Stefano Versace, is listed as founder and CEO, and Defendant, Paolo Stefanini, is listed as partner and CEO.

40. Upon information and belief, Defendant, Stefano Versace, in conspiracy with Defendant, Paolo Stefanini, and Defendant, Martina Maione, used the various other Defendant limited liability companies and corporations as a shell game to defraud the Plaintiffs of their investments.

41. Plaintiffs made numerous inquiries to Defendant, Stefano Versace, as to the status of their initial investments, but he has failed to provide a response or other satisfaction that their investment was protected in any way.

42. All such actions taken by Defendant, Stefano Versace, Defendant, Paolo Stefanini, and Defendant, Martina Maione, were in breach of their legal and statutory duties to the Plaintiffs.

43. All such actions taken by the various business entity Defendants were in breach of their legal and statutory duties to the Plaintiffs.

44. As a result of the actions of the Defendants, individually and in a collective conspiracy, each with the other, the Plaintiffs have been damaged. Such damages are continuing and accruing prejudgment interest from the date of the investment.

45. All conditions precedent to this action have been performed or been waived.

GV Florida500, Inc.

46. Plaintiff, Micaela Branducci, invested in Defendant, GV Florida500, Inc., in the amount of \$30,000.00.

47. Plaintiff, Laura Carro, invested in Defendant, GV Florida500, Inc., in the amount of \$30,000.00.

48. Plaintiff, Corinna Mossa, invested in Defendant, GV Florida500, Inc., in the amount of \$90,000.00.

49. Plaintiff, Cristina Pontisso, invested in Defendant, GV Florida500, Inc., in the amount of \$30,000.00.

50. Defendant, GV Florida500, Inc., is a dissolved Florida corporation, with its principal place of business at 18501 Pines Blvd., Suite 365, Pembroke Pines, FL 33029, in Broward County, Florida.

51. Defendant, GV Florida500, Inc., was formed on or about November 14, 2017.

52. Defendant, Stefano Versace, was president of Defendant, GV Florida500, Inc., from the time of its incorporation until its dissolution.

53. Defendant, Paolo Stefanini, was Treasurer of Defendant, GV Florida500, Inc., from the time of its incorporation until its dissolution.

54. Defendant, GV Florida500, Inc., was voluntarily dissolved on or about December 28, 2018. The Articles of Dissolution, signed by Defendant, Stefano Versace, as President, stated that “[d]issolution was approved by the shareholders. The number of votes cast for dissolution was sufficient for approval.”

55. On or about December 27, 2018, Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, received by email a letter dated August 10, 2018, wherein



Defendant, Stefano Versace, wrote the following regarding Defendant, GV Florida500, Inc.: “Following the acquisition of all of Bertoni Gelato stores in Miami-Dade County by Versace Stefano Holdings LLC and the merger of the two business [sic] into Versace Bertoni Gelato LLC and following the change of growth strategy of Stefano Versace Gelato from opening stand-alone karts to opening full stores, the Capital Contribution Agreement if GV Florida500 Inc. with management by Versace Stefano Holding LLC and is modified as follow [sic]: - Ownership of your interest is transferred from GV Florida500 inc. to GV KeyBiscayne LLC in the same amount and percentage (the legal entity GV Florida500 Inc. will be closed by the end of 2018)[.] – GV Key Biscayne owns two full stores, one located in 260 Crandon Blvd, Key Biscayne, FL 33149 and one located in 1441 Tamiami Trail, Port Charlotte, FL 33948[.] – Management is transferred from Versace Stefano Holding LLC to Versace Bertoni Gelato LLC on July 20, 2018[.] Physical address for notices that for Versace Bertoni Gelato LLC is 2607 SW 177 Avenue, Miramar, FL 33029[.] The other terms of the Capital Contribution Agreement remain unchanged.”

56. As will be discussed in more detail, Defendant, GV KeyBiscayne LLC, was formed on or about July 11, 2018 and administratively dissolved on or about September 25, 2020.

57. Although Defendant, Stefano Versace, as President of GV Florida500, Inc., stated that “[d]issolution was approved by the shareholders. The number of votes cast for dissolution was sufficient for approval,” the shareholders were never invited to a meeting and never voted or were given an opportunity to vote in violation of §607.1402, Fla.Stat.

58. Thus, Defendant, GV Florida500, Inc., Defendant, Stefano Versace, and Defendant, Paulo Stefanini, were in breach of their legal and statutory duties to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso.

GV KeyBiscayne, LLC

59. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, may have invested in Defendant GV KeyBiscayne, LLC, without their knowledge or consent.

60. On or about December 27, 2018, Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, received by email a letter dated August 10, 2018, Defendant, Stefano Versace, wrote the following regarding Defendant, GV Florida500, Inc.: “Following the acquisition of all of Bertoni Gelato stores in Miami-Dade County by Versace Stefano Holdings LLC and the merger of the two business [sic] into Versace Bertoni Gelato LLC and following the change of growth strategy of Stefano Versace Gelato from opening stand-alone karts to opening full stores, the Capital Contribution Agreement if GV Florida500 Inc. with management by Versace Stefano Holding LLC and is modified as follow [sic]: - Ownership of your interest is transferred from GV Florida500 inc. to GV KeyBiscayne LLC in the same amount and percentage (the legal entity GV Florida500 Inc. will be closed by the end of 2018)[.] – GV Key Biscayne owns two full stores, one located in 260 Crandon Blvd, Key Biscayne, FL 33149 and one located in 1441 Tamiami Trail, Port Charlotte, FL 33948[.] – Management is transferred from Versace Stefano Holding LLC to Versace Bertoni Gelato LLC on July 20, 2018[.] Physical address for notices that for Versace Bertoni Gelato LLC is 2607 SW 177 Avenue, Miramar, FL 33029[.] The other terms of the Capital Contribution Agreement remain unchanged.”

61. Defendant, GV KeyBiscayne, LLC, is a dissolved Florida limited liability company, with its principal place of business at 2607 SW 177th Avenue, Miramar, FL 33029 in Broward County, Florida.

62. Defendant, GV KeyBiscayne, LLC, was formed on or about July 11, 2018.

63. On April 19, 2019, Defendant, Stefano Versace, signed the 2019 Annual Report for Defendant, GV KeyBiscayne, LLC, as its registered agent.

64. Defendant, GV KeyBiscayne, LLC, was administratively dissolved on or about September 25, 2020, for failure to file an annual report.

65. Versace Bertoni Gelato LLC was the manager of Defendant, GV KeyBiscayne, LLC, at the time of its incorporation through its administrative dissolution. A Chapter 11 Voluntary Petition for Non-Individuals Filing for Bankruptcy was filed by Versace Bertoni Gelato LLC on September 30, 2022, Case No. 22-17688-RAM, Southern District of Florida, Miami Division. The bankruptcy documents list Defendant, Paulo Stefanini, as a common stockholder with 26.15 securities; Roberto Re as a common stockholder with 2.72 securities; Defendant, Stefano Versace, as a common stockholder with 39.23 securities; and Defendant, Value Investors USA LLC, as a common stockholder with 31.9 securities.

66. Upon information and belief, Defendant, GV KeyBiscayne, LLC, never gave share certificates to its members.

67. Upon information and belief, Defendant, GV KeyBiscayne, LLC, never had organizational meetings.

68. Upon information and belief, Defendant, GV KeyBiscayne, LLC, did not keep corporate minutes.

69. Upon information and belief, Defendant, GV KeyBiscayne, LLC, did not keep the records required under §605.0410, Fla.Stat., including “(a) A current list of the full names and last known business, residence, or mailing addresses of each member and manager. (b) A copy of the then-effective operating agreement, if made in a record, and all amendments thereto if made in a record. (c) A copy of the articles of organization, articles of merger, articles of interest

exchange, articles of conversion, and articles of domestication, and other documents and all amendments thereto, concerning the limited liability company which were filed with the department, together with executed copies of any powers of attorney pursuant to which any articles of organization or such other documents were executed. (d) Copies of the limited liability company's federal, state, and local income tax returns and reports, if any, for the 3 most recent years. (e) Copies of the financial statements of the limited liability company, if any, for the 3 most recent years. (f) Unless contained in an operating agreement made in a record, a record stating the amount of cash and a description and statement of the agreed value of the property or other benefits contributed and agreed to be contributed by each member, and the times at which or occurrence of events upon which additional contributions agreed to be made by each member are to be made."

70. Upon information and belief, Defendant, GV KeyBiscayne, LLC, did not follow the winding down process mandated by §605.0709 and §605.0710, Fla.Stat., including discharging the company's debts, obligations, and other liabilities; settling and closing the company's activities and affairs; and distributing the assets of the company.

71. Upon information and beliefs, Defendant, GV KeyBiscayne, LLC, did not share any distributions with its "members and persons dissociated as members on the basis of the agreed value, as stated in the company's records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company," in violation of §605.0404(1), Fla.Stat.

72. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, did not consent or agree to their investment in Defendant, GV Florida500, Inc., being transferred to Defendant, GV KeyBiscayne, LLC.

73. Defendant, GV KeyBiscayne, LLC, was in breach of its legal and statutory duties to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso.

Versace Stefano Holdings, LLC

74. Defendant, Versace Stefano Holdings, LLC, was the manager of Defendant, GV CherryHill, LLC, at the time of the formation of Defendant, GV CherryHill, LLC.

75. Defendant, Versace Stefano Holdings, LLC, was the managing member of Defendant, GV Brickell, LLC, at the time of its formation of until the 31st of January, 2019, when a change was made to Versace Bertoni Gelato, LLC as manager.

76. Defendant, Versace Stefano Holdings, LLC, remained one of the two managers of Defendant, GV Bayside, LLC until the dissolution of Defendant, GV Bayside, LLC.

77. Defendant, Versace Stefano Holdings, LLC, is a dissolved Florida limited liability company, with its principal place of business at 2607 SW 177th Ave., Miramar, FL 33029 in Broward County, Florida.

78. Defendant, Versace Stefano Holdings, LLC, was formed on or about November 16, 2016.

79. At the time of its incorporation, Defendant, Stefano Versace, and Defendant, Paolo Stefanini, were listed as two of the three managers of Defendant, Versace Stefano Holdings, LLC.

80. On August 22, 2017, the Articles of Organization for Defendant, Versace Stefano Holdings, LLC, was amended to show that Defendant, Stefano Versace, and Defendant, Paolo Stefanini, were the only managers of Defendant, Versace Stefano Holdings, LLC, although the 2018 Annual Report still listed the third manager.

81. On or about October 1, 2018, Defendant, Paolo Stefanini, resigned as a member of Defendant, Versace Stefano Holdings, LLC.

82. The 2019 Annual Report for Defendant, Versace Stefano Holdings, LLC, showed its sole manager as Versace Bertoni Gelato, LLC. A Chapter 11 Voluntary Petition for Non-Individuals Filing for Bankruptcy was filed by Versace Bertoni Gelato LLC on September 30, 2022, Case No. 22-17688-RAM, Southern District of Florida, Miami Division. The bankruptcy documents list Defendant, Paulo Stefanini, as a common stockholder with 26.15 securities; Roberto Re as a common stockholder with 2.72 securities; Defendant, Stefano Versace, as a common stockholder with 39.23 securities; and Defendant, Value Investors USA LLC, as a common stockholder with 31.9 securities.

83. Upon information and belief, Defendant, Versace Stefano Holdings, LLC, never gave share certificates to its members.

84. Upon information and belief, Defendant, Versace Stefano Holdings, LLC, never had organizational meetings.

85. Upon information and belief, Defendant, Versace Stefano Holdings, LLC, did not keep corporate minutes.

86. Upon information and belief, Defendant, Versace Stefano Holdings, LLC, did not keep the records required under §605.0410, Fla.Stat., including “(a) A current list of the full names and last known business, residence, or mailing addresses of each member and manager. (b) A copy of the then-effective operating agreement, if made in a record, and all amendments thereto if made in a record. (c) A copy of the articles of organization, articles of merger, articles of interest exchange, articles of conversion, and articles of domestication, and other documents and all amendments thereto, concerning the limited liability company which were filed with the department, together with executed copies of any powers of attorney pursuant to which any articles of organization or such other documents were executed. (d) Copies of the limited liability

company's federal, state, and local income tax returns and reports, if any, for the 3 most recent years. (e) Copies of the financial statements of the limited liability company, if any, for the 3 most recent years. (f) Unless contained in an operating agreement made in a record, a record stating the amount of cash and a description and statement of the agreed value of the property or other benefits contributed and agreed to be contributed by each member, and the times at which or occurrence of events upon which additional contributions agreed to be made by each member are to be made."

87. Upon information and belief, Defendant, Versace Stefano Holdings, LLC, did not follow the winding down process mandated by §605.0709 and §605.0710, Fla.Stat., including discharging the company's debts, obligations, and other liabilities; settling and closing the company's activities and affairs; and distributing the assets of the company.

88. Upon information and belief, Defendant, Versace Stefano Holdings, LLC, did not share any distributions with its "members and persons dissociated as members on the basis of the agreed value, as stated in the company's records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company," in violation of §605.0404(1), Fla.Stat.

GV CherryHill, LLC

89. Plaintiff, Simone Tani, invested in Defendant, GV CherryHill, LLC, in the amount of \$30,000.00.

90. Plaintiff, Matteo Palma, invested in Defendant, GV CherryHill, LLC, in the amount of \$30,000.00.

91. Plaintiff, Anna Maria Babini, invested in Defendant, GV CherryHill, LLC, in the amount of \$60,000.00.

92. Plaintiff, Santoriello Massimiliano, invested in Defendant, GV CherryHill, LLC, in the amount of \$30,000.00.

93. Plaintiff, Matteo Maioli, may have unknowingly invested in Defendant, GV CherryHill, LLC, without his knowledge and consent.

94. Defendant, GV CherryHill, LLC, is a dissolved New Jersey limited liability company with its principal place of business located at 2000 NJ-38, Unit 1500, Cherry Hill, New Jersey, 08002.

95. Defendant, GV CherryHill, LLC, was formed on or about May 4, 2017.

96. The manager of Defendant, GV CherryHill, LLC, at the time of its formation was Defendant, Versace Stefano Holdings, LLC.

97. On or about May 4, 2017, the name of Stefano Versace-Gelateria Italiana E Gourmet was registered with the State of New Jersey as an alternate name for Defendant, GV CherryHill, LLC.

98. On or amount April 16, 2019, Defendant, GV CherryHill, LLC, filed a Certificate of Dissolution and Termination. The State of New Jersey, Dept. of the Treasury, Division of Revenue and Enterprise Services, represented in the Certificate of Dissolution and Termination that “[a]ll assets have been discarded and have been applied to creditors or distributed to its members.” The members were never invited to a meeting and never voted or were given an opportunity to vote for the dissolution of Defendant, GV CherryHill, LLC.

99. The members of Defendant, GV CherryHill, LLC, never received any distribution or any formal accountancy.

100. Upon information and belief, Defendant, GV CherryHill, LLC, never gave share certificates to its members.



101. Upon information and belief, Defendant, GV CherryHill, LLC, never had organizational meetings.

102. Upon information and belief, Defendant, GV CherryHill, LLC, did not keep corporate minutes.

103. Upon information and belief, Defendant, GV CherryHill, LLC, did not keep the records required under §605.0410, Fla.Stat., including “(a) A current list of the full names and last known business, residence, or mailing addresses of each member and manager. (b) A copy of the then-effective operating agreement, if made in a record, and all amendments thereto if made in a record. (c) A copy of the articles of organization, articles of merger, articles of interest exchange, articles of conversion, and articles of domestication, and other documents and all amendments thereto, concerning the limited liability company which were filed with the department, together with executed copies of any powers of attorney pursuant to which any articles of organization or such other documents were executed. (d) Copies of the limited liability company’s federal, state, and local income tax returns and reports, if any, for the 3 most recent years. (e) Copies of the financial statements of the limited liability company, if any, for the 3 most recent years. (f) Unless contained in an operating agreement made in a record, a record stating the amount of cash and a description and statement of the agreed value of the property or other benefits contributed and agreed to be contributed by each member, and the times at which or occurrence of events upon which additional contributions agreed to be made by each member are to be made.”

104. Upon information and belief, Defendant, GV CherryHill, LLC, did not follow the winding down process mandated by §605.0709 and §605.0710, Fla.Stat., including discharging

the company's debts, obligations, and other liabilities; settling and closing the company's activities and affairs; and distributing the assets of the company.

105. Upon information and belief, Defendant, GV CherryHill, LLC, did not share any distributions with its "members and persons dissociated as members on the basis of the agreed value, as stated in the company's records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company," in violation of §605.0404(1), Fla.Stat.

106. On or amount June 27, 2017, Plaintiff, Simone Tani, wired \$30,000.00 to Defendant, GV CherryHill LLC.

107. Later, a check in the amount of \$1,000.00 was sent to Plaintiff, Simone Tani, from "Riverside" as part of the profits of the first three months of relocating Defendant, CherryHill, LLC, to Defendant, GV Riverside, LLC.

108. Plaintiff, Simone Tani, never received or never signed documents regarding the transfer of her investment from Defendant, GV CherryHill, LLC, to Defendant, GV Riverside, LLC.

109. On or about June 3, 2017, Plaintiff, Matteo Palma, signed a Capital Contribution Agreement with Defendant, GV CherryHill, LLC.

110. On or about June 12, 2017, Plaintiff, Matteo Palma, wired \$30,000.00 to Defendant, GV CherryHill, LLC.

111. The money wired to Defendant, GV CherryHill, LLC, was to open two ice cream shops, which never opened.

112. Later, a check in the amount of \$1,000.00 was sent to Plaintiff, Matteo Palma, from “Riverside” as part of the profits of the first three months of relocating Defendant, CherryHill, LLC, to Defendant, GV Riverside, LLC.

113. Plaintiff, Matteo Palma, never received or never signed documents regarding the transfer of his investment from Defendant, GV CherryHill, LLC, to Defendant, GV Riverside, LLC.

114. On or about November 14, 2017, Plaintiff, Anna Maria Babini, wired \$60,000.00 to Defendant, GV CherryHill, LLC.

115. Later, Plaintiff, Anna Maria Babini, was informed that her investment was moved to Defendant, GV Riverside, LLC.

116. Plaintiff, Anna Maria Babini, never received or never signed documents regarding the transfer of her investment from Defendant, GV CherryHill, LLC, to Defendant, GV Riverside, LLC.

117. Plaintiff, Santoriello Massimiliano, never received or never signed documents regarding the transfer of his investment from Defendant, GV CherryHill, LLC, to Defendant, GV Riverside, LLC.

118. On or about April 2020, Defendant, Stephano Versace, offered the last two shares of Defendant, GV Westwell LLC, for \$30,000.00 each, to Plaintiff, Matteo Maioli.

119. On or about May 19, 2020, Plaintiff, Matteo Maioli, wired \$60,000.00 to Versace Bertoni Gelato LLC.

120. On or around February 2021, Plaintiff, Matteo Maioli, found out that his investment had been moved to Defendant, GV Riverside, LLC, in order to open a Fiat 500 store in the Miami Riverside area.

121. Plaintiff, Matteo Maioli, never received or never signed documents regarding the transfer of his investment from Defendant, GV Westwell, LLC, to Defendant, GV Riverside, LLC.

122. On or about August 9, 2021, Plaintiff, Matteo Maioli, received an email from “Administration Konos Gelato” signed by Defendant, Stefano Versace, which announced that Defendant, CherryHill LLC, had to be closed and a “Riverside” had been opened.

123. Plaintiff, Matteo Maioli, was never member of Defendant, GV CherryHill, LLC.

124. The same Konos Administration sent Plaintiff, Matteo Maioli, an email on November 17, 2021, which asked for his address to send him a check. Later a check in the amount of \$2,000.00 was sent to him from “Riverside” as part of the profits of the first three months of relocating Defendant, GV CherryHill, LLC to Defendant, GV Riverside, LLC.

125. Thus, Defendant, GV CherryHill, LLC, breached its legal and statutory duties to the Plaintiffs, Simone Tani, Matteo Palma, Anna Maria Babini, Santoriello Massimiliano, and Matteo Maioli.

GV Westwell, LLC

126. Plaintiff, Matteo Maioli, invested in Defendant, GV Westwell, LLC, in the amount of \$60,000.00.

127. Plaintiff, Giacomo Pinsoglio, invested in Defendant, GV Westwell, LLC, in the amount of \$30,000.00.

128. Defendant, GV Westwell, LLC, is a Florida limited liability company with its principal place of business at 2647 W 81st St., Hialeah, FL 33016, in Miami-Dade County, Florida.

129. Defendant, GV Westwell, LLC, was formed on or about January 31, 2020.

130. The manager of Defendant, GV Westwell, LLC, is Versace Bertoni Gelato, LLC.

A Chapter 11 Voluntary Petition for Non-Individuals Filing for Bankruptcy was filed by Versace

Bertoni Gelato LLC on September 30, 2022, Case No. 22-17688-RAM, Southern District of Florida, Miami Division. The bankruptcy documents list Defendant, Paulo Stefanini, as a common stockholder with 26.15 securities; Roberto Re as a common stockholder with 2.72 securities; Defendant, Stefano Versace, as a common stockholder with 39.23 securities; and Defendant, Value Investors USA LLC, as a common stockholder with 31.9 securities.

131. On or about July 29, 2022, the status of Defendant, GV Westwell, LLC, was reinstated and a 2022 Annual Report was filed, which still listed Versace Bertoni Gelato, LLC as the sole manager of Defendant, GV Westwell, LLC.

132. On or about April 2020, Defendant, Stephano Versace, offered the last two shares of Defendant, GV Westwell LLC, for \$30,000.00 each, to Plaintiff, Matteo Maioli.

133. On or about May 19, 2020, Plaintiff, Matteo Maioli, wired \$60,000.00 to Versace Bertoni Gelato LLC.

134. On or around February 2021, Plaintiff, Matteo Maioli, found out that his investment had been moved to Defendant, GV Riverside, LLC, in order to open a Fiat 500 store in the Miami Riverside area.

135. Plaintiff, Matteo Maioli, never received or never signed documents regarding the transfer of his investment from Defendant, GV Westwell, LLC, to Defendant, GV Riverside, LLC.

136. On or about August 9, 2021, Plaintiff, Matteo Maioli, received an email from “Administration Konos Gelato” signed by Defendant, Stefano Versace, which announced that Defendant, GV CherryHill LLC, had to be closed and a “Riverside” had been opened.

137. Plaintiff, Matteo Maioli, was never member of Defendant, GV CherryHill, LLC.

138. The same Konos Administration sent Plaintiff, Matteo Maioli, an email on November 17, 2021, which asked for his address to send him a check. Later a check in the amount

of \$2,000.00 was sent to him from “Riverside” as part of the profits of the first three months of relocating Defendant, GV CherryHill, LLC to Defendant, GV Riverside, LLC.

139. Plaintiff, Giacomo Pinsoglio, wired \$30,000.00 to Versace Bertoni Gelato LLC on February 3, 2020.

140. In the Fall of 2020, Defendant, Stefano Versace, told Plaintiff, Giacomo Pinsoglio, by phone that Plaintiff, Giacomo Pinsoglio’s, investment had been moved to Riverside, without any previous notice.

141. Plaintiff, Giacomo Pinsoglio, also received \$1,000.00 on December 1, 2021, from Defendant, GV Riverside LLC.

142. Plaintiff, Giacomo Pinsoglio, never received or never signed documents regarding the transfer of his investment from Defendant, GV Westwell, LLC, to Defendant, GV Riverside, LLC.

143. Defendant, GV Westwell, LLC, did not keep the records required under §605.0410, Fla.Stat., including “(a) A current list of the full names and last known business, residence, or mailing addresses of each member and manager. (b) A copy of the then-effective operating agreement, if made in a record, and all amendments thereto if made in a record. (c) A copy of the articles of organization, articles of merger, articles of interest exchange, articles of conversion, and articles of domestication, and other documents and all amendments thereto, concerning the limited liability company which were filed with the department, together with executed copies of any powers of attorney pursuant to which any articles of organization or such other documents were executed. (d) Copies of the limited liability company’s federal, state, and local income tax returns and reports, if any, for the 3 most recent years. (e) Copies of the financial statements of the limited liability company, if any, for the 3 most recent years. (f) Unless contained in an

operating agreement made in a record, a record stating the amount of cash and a description and statement of the agreed value of the property or other benefits contributed and agreed to be contributed by each member, and the times at which or occurrence of events upon which additional contributions agreed to be made by each member are to be made.”

144. Thus, Defendant, GV Westwell, LLC, breached its legal and statutory duties to the Plaintiffs, Matteo Maioli and Giacomo Pinsoglio.

GV Philly500, Inc.

145. Plaintiff, Manuela Campanozzi, invested in Defendant, GV Philly500, Inc., in the amount of \$30,000.00.

146. Plaintiff, Roberto Capo, invested in Defendant, GV Philly500, Inc., in the amount of \$30,000.00 on or about December 10, 2017.

147. Plaintiff, Giuseppe Marzano, invested in Defendant, GV Philly500, Inc., in the amount of \$30,000.00.

148. Plaintiff, Francesco Vedovetto, invested in Defendant, GV Philly500, Inc., in the amount of \$30,000.00.

149. Plaintiff, Sonia Gadaleta, invested in Defendant, GV Philly500, Inc., in the amount of \$30,000.00.

150. Plaintiff, Angelo Barbagallo, invested in Defendant, GV Philly500, Inc., in the amount of \$30,000.00.

151. Plaintiff, Anna Maria Babini, invested in Defendant, GV Philly500, Inc., in the amount of \$60,000.00 on or about November 14, 2017.

152. Defendant, GV Philly500, Inc., is a dissolved Florida corporation with its principal place of business at 2607 SW 177th Ave., Miramar, FL 33029 in Broward County, Florida.

153. Defendant, GV Philly500, Inc., was formed on or about September 19, 2017.

154. At the time of the incorporation of Defendant, GV Philly500, Inc., Defendant, Stefano Versace, was listed as its president, and Defendant, Paolo Stefanini, was listed as its treasurer.

155. In the 2019 Annual Report for Defendant, GV Philly500, Inc., only Defendant, Stefano Versace, was listed as an officer/director for the corporation.

156. Defendant, GV Philly500, Inc., was administratively dissolved on or about September 25, 2020, for failing to file an annual report.

157. Defendant, GV Philly500, Inc., did not advise its investors of the dissolution of the business or that the funds/shares were transferred to any other company, and purposefully misled its investors. Specifically, on November 26, 2020, Angelo Barbagallo emailed Defendant, Stefano Versace, and requested "...a copy of the documentation, administrative steps, accounts / balance sheets that show us where our investments are currently located." On that same date, Defendant, Stefano Versace, responded to Angelo Barbagallo, copying Plaintiff, Manuela Campanozzi, as follows: "From a contractual / administrative point of view nothing has changed so there are no new documents (which you would have received if there had been any) to send you. The investment is still intact in the original company and as soon as market conditions allow it we will make it operational. As soon as this happens we will notify you." This was a misleading and fraudulent statement as Defendant, GV Philly500, Inc., was administratively dissolved at the time this email was written by the sole officer/director of Defendant, GV Philly500, Inc.

158. Thus, Defendant, GV Philly500, Inc., breached its legal and statutory duties to the Plaintiffs, Manuela Campanozzi, Roberto Capo, Giuseppe Marzano, Francesco Vedovetto, Sonia Gadaleta, Angelo Barbagallo, and Anna Maria Babini.



GV Brickell, LLC

159. Plaintiff, Anna Sylvia Marongiu, invested in Defendant, GV Brickell, LLC, in the amount of \$100,000.00.

160. Defendant, GV Brickell, LLC, is a dissolved Florida limited liability company with its principal place of business at 2647 W 81st St., Hialeah, FL 33016, in Miami-Dade County, Florida.

161. Defendant, GV Brickell, LLC, was formed on or about July 11, 2018. The manager of Defendant, GV Brickell, LLC, at the time of its formation was Defendant, Versace Stefano Holdings, LLC. In its April 19, 2019, Amended Annual Report, the manager of Defendant, GV Brickell, LLC, changed to Versace Bertoni Gelato LLC until its dissolution.

162. Defendant, GV Brickell, LLC, was administratively dissolved on or about September 23, 2022, for failure to file an annual report.

163. On or about December 24, 2018, Plaintiff, Anna Silvia Marongiu, entered into a confidential Capital Contribution Agreement for Defendant, GV Brickell, LLC.

164. Section 3.6 of the confidential Capital Contribution Agreement signed by Plaintiff, Anna Silvia Marongiu, states that “Investors shall be entitled to receive from the Company: (annual financial statements within 120 days after the end of each fiscal year; (2) semi-annual Manager reports on the status of the Property and material financial details.”

165. Section 4 of the confidential Capital Contribution Agreement signed by Plaintiff, Anna Silvia Marongiu, states that “[t]he management of everyday business will be undertaken by Versace Bertoni Gelato LLC...” and that Versace Bertoni Gelato LLC would “receive \$1,500.00 a month as management fee.”

166. Section 5.6 of the confidential Capital Contribution Agreement signed by Plaintiff, Anna Silvia Marongiu, provides that the prevailing party “[i]n any litigation, arbitration, or other proceeding” shall be awarded “reasonable attorney fees, and costs and expenses incurred.”

167. Plaintiff, Anna Silvia Marongiu, invested \$100,000.00 in Defendant, GV Brickell, LLC, and was written as 7% interest in the company as a member.

168. The other members in Defendant, GV Brickell, LLC, although not all were listed in its corporate filings (but were listed as “partners” in tax documents for the company), were Versace Bertoni Gelato LLC (51% interest), Emil Lazzaroni (7% interest), Inv Brickell Corp (7% interest), and Defendant, Value Investors USA LLC (28% interest).

169. In the few accounting documents provided from or regarding Defendant, GV Brickell, LLC, no investment contribution was listed for Versace Bertoni Gelato LLC, yet Versace Bertoni Gelato LLC purported to hold a majority interest in Defendant, GV Brickell, LLC.

170. Additionally, upon information and belief, Inv Brickell Corp held itself out as a “financial Vehicle investing in GV BRICKELL LLC.”

171. On or about January 14, 2022, Defendant, Stefano Versace, emailed the investors of Defendant, GV Brickell, LLC, including Plaintiff, Anna Silvia Marongiu, and requested an additional contribution of \$80,000.00.

172. On or about February 2, 2022, Defendant, Stefano Versace, emailed the investors of Defendant, GV Brickell, LLC (calling them “Members”) regarding a “need to receive a definitive and official response from all the shareholders regarding the necessary capital contribution by tomorrow at 12 noon in Miami (6 pm Italian time).”

173. On or about February 4, 2022, Defendant, Stefano Versace, emailed the investors of Defendant, GV Brickell, LLC (calling them “partners”) regarding the contribution requested.

174. For both the February 2 and February 4 emails, Defendant, Stefano Versace, signed the emails as the Founder & CEO of Konos.

175. Upon information and belief, Konos is a group of companies operating under the name Konos Group, LLC, with 10 stores in South Florida, including one at 1300 Brickell Bay Drive, Unit #CU2, Miami, FL 33131.

176. Defendant, Konos Group, LLC, is a Florida limited liability company that was formed on or about December 29, 2021, with a principal address of 2647 W 81st St., Hialeah, FL 33016 (the same as Defendant, GV Brickell, LLC).

177. Defendant, Stefano Versace, was listed as one of the two managers for Defendant, Konos Group, LLC.

178. Defendant, Konos Group, LLC, was administratively dissolved for failure to file an annual report on or about September 23, 2022.

179. Additionally, Defendant, Konos Brickell, LLC, is a Florida limited liability company formed on or about January 10, 2022, with its a principal address of 2647 W 81<sup>st</sup> St., Hialeah, FL 33016 (the same as Defendant, GV Brickell, LLC), and which lists Defendant, Konos Group LLC, as its sole manager.

180. It is unclear where the investors' money was spent or transferred. It also appears that Defendant, Stefano Versace, was setting up or managing direct competition for the investment.

181. Upon information and belief, Defendant, GV Brickell, LLC, never gave share certificates to its members.

182. Upon information and belief, Defendant, GV Brickell, LLC, never had organizational meetings.

183. Upon information and belief, Defendant, GV Brickell, LLC, did not keep corporate minutes.

184. Upon information and belief, Defendant, GV Brickell, LLC, did not keep the records required under §605.0410, Fla.Stat., including “(a) A current list of the full names and last known business, residence, or mailing addresses of each member and manager. (b) A copy of the then-effective operating agreement, if made in a record, and all amendments thereto if made in a record. (c) A copy of the articles of organization, articles of merger, articles of interest exchange, articles of conversion, and articles of domestication, and other documents and all amendments thereto, concerning the limited liability company which were filed with the department, together with executed copies of any powers of attorney pursuant to which any articles of organization or such other documents were executed. (d) Copies of the limited liability company’s federal, state, and local income tax returns and reports, if any, for the 3 most recent years. (e) Copies of the financial statements of the limited liability company, if any, for the 3 most recent years. (f) Unless contained in an operating agreement made in a record, a record stating the amount of cash and a description and statement of the agreed value of the property or other benefits contributed and agreed to be contributed by each member, and the times at which or occurrence of events upon which additional contributions agreed to be made by each member are to be made.”

185. Upon information and belief, Defendant, GV Brickell, LLC, did not follow the winding down process mandated by §605.0709 and §605.0710, Fla.Stat., including discharging the company’s debts, obligations, and other liabilities; settling and closing the company’s activities and affairs; and distributing the assets of the company.

186. Upon information and belief, Defendant, GV Brickell, LLC, did not share any distributions with its “members and persons dissociated as members on the basis of the agreed value, as stated in the company’s records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company,” in violation of §605.0404(1), Fla.Stat.

187. Thus, Defendant, GV Brickell, LLC, breached its legal and statutory duties to the Plaintiff, Anna Sylvia Marongiu.

GV Bayside, LLC

188. In March 2018, Stefano Versace Gelato prepared a confidential Investors’ Presentation entitled “Expansion Plan of the Gelato Store Network in the US.” The Executive Summary highlighted that “... Stefano Versace Gelato aims at capturing the opportunity to build a 100-200 gelato store network at national level starting from Florida where it opened the first store in 2013 and it has grown into a 20-POS network, plus other 12 POS currently under construction.” It also stated that Versace Stefano Holdings LLC has “direct and indirect ownership of all the stores of the group,” which included at that time Defendants GV Florida500, Inc., GV CherryHill, LLC, GV Philly500, Inc., and GV Bayside, LLC. Defendant, Stefano Versace, is listed as founder and CEO, and Defendant, Paolo Stefanini, is listed as partner and CEO.

189. This presentation was used to entice and persuade Plaintiffs to invest in the various Defendant entities.

190. Defendant, GV Bayside, LLC, is a dissolved Florida limited liability company with its principal place of business at c/o Stefano Versace Gelato, 401 Biscayne Blvd., Miami, FL 33132, in Miami-Dade County, Florida.

191. Defendant, GV Bayside, LLC, was formed on or about December 6, 2016. At the time of formation, Defendant, Versace Stefano Holdings, LLC, Defendant, Stefano Versace, and Defendant, Paolo Stefanini, were listed as three of the four managers for Defendant, GV Bayside, LLC.

192. In the 2017 Annual Report for Defendant, GV Bayside, LLC, Defendant, Stefano Versace, and Defendant, Paolo Stefanini, were no longer listed as managers. Defendant, Versace Stefano Holdings, LLC, remained one of two managers until the dissolution of Defendant, GV Bayside, LLC.

193. On or about December 6, 2018, Articles of Dissolution were prepared for Defendant, GV Bayside, LLC. The Articles of Dissolution stated that “THE MEMBERS HAVE UNANIMOUSLY CONSENTED TO DISSOLVE THE LLC.” (Emphasis in original.) Defendant, Stefano Versace, was listed as the person appointed to wind up the company and he signed the Articles of Dissolution. The members were never invited to a meeting and never voted or were given an opportunity to vote for the dissolution of Defendant, GV Bayside, LLC.

194. Upon information and belief, Defendant, GV Bayside, LLC, never gave share certificates to its members.

195. Upon information and belief, Defendant, GV Bayside, LLC, never had organizational meetings.

196. Upon information and belief, Defendant, GV Bayside, LLC, did not keep corporate minutes.

197. Upon information and belief, Defendant, GV Bayside, LLC, did not keep the records required under §605.0410, Fla.Stat., including “(a) A current list of the full names and last known business, residence, or mailing addresses of each member and manager. (b) A copy of

the then-effective operating agreement, if made in a record, and all amendments thereto if made in a record. (c) A copy of the articles of organization, articles of merger, articles of interest exchange, articles of conversion, and articles of domestication, and other documents and all amendments thereto, concerning the limited liability company which were filed with the department, together with executed copies of any powers of attorney pursuant to which any articles of organization or such other documents were executed. (d) Copies of the limited liability company's federal, state, and local income tax returns and reports, if any, for the 3 most recent years. (e) Copies of the financial statements of the limited liability company, if any, for the 3 most recent years. (f) Unless contained in an operating agreement made in a record, a record stating the amount of cash and a description and statement of the agreed value of the property or other benefits contributed and agreed to be contributed by each member, and the times at which or occurrence of events upon which additional contributions agreed to be made by each member are to be made.”

198. Upon information and belief, Defendant, GV Bayside, LLC, did not follow the winding down process mandated by §605.0709 and §605.0710, Fla.Stat., including discharging the company's debts, obligations, and other liabilities; settling and closing the company's activities and affairs; and distributing the assets of the company.

199. Upon information and belief, Defendant, GV Bayside, LLC, did not share any distributions with its “members and persons dissociated as members on the basis of the agreed value, as stated in the company's records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company,” in violation of §605.0404(1), Fla.Stat.

200. Thus, Defendant, GV Bayside, LLC, breached its legal and statutory duties to the Plaintiffs to the extent that Plaintiffs have an interest in Defendant, GV Bayside, LLC.

GV Riverside, LLC

201. Plaintiff, Maria Zollo, invested in Defendant, GV Riverside, LLC, in the amount of \$30,000.00.

202. Plaintiff, Giacomo Pinsoglio, invested in Defendant, GV Riverside, LLC, in the amount of \$30,000.00, without his knowledge or consent.

203. Plaintiff, Matteo Maioli, invested in Defendant, GV Riverside, LLC, in the amount of \$60,000.00, without his knowledge or consent.

204. Plaintiff, Anna Maria Babini, invested in Defendant, GV Riverside, LLC, without her knowledge and consent, in the amount of \$60,000.00.

205. Defendant, GV Riverside, LLC, is a dissolved Florida limited liability company with its principal place of business at 25 SE 5th St., Miami, FL 33131 in Miami-Dade County, Florida.

206. Defendant, GV Riverside, LLC, was formed on or about July 12, 2020.

207. At the time of the formation of Defendant, GV Riverside, LLC, Versace Bertoni Gelato, LLC was listed as the sole manager and remained the sole manager until the dissolution of Defendant, GV Riverside, LLC. A Chapter 11 Voluntary Petition for Non-Individuals Filing for Bankruptcy was filed by Versace Bertoni Gelato LLC on September 30, 2022, Case No. 22-17688-RAM, Southern District of Florida, Miami Division. The bankruptcy documents list Defendant, Paulo Stefanini, as a common stockholder with 26.15 securities; Roberto Re as a common stockholder with 2.72 securities; Defendant, Stefano Versace, as a common stockholder with 39.23



securities; and Defendant, Value Investors USA LLC, as a common stockholder with 31.9 securities.

208. On or about September 23, 2022, Defendant, GV Riverside, LLC, was administratively dissolved for failing to file an annual report.

209. Upon information and belief, Defendant, GV Riverside, LLC, never gave share certificates to its members.

210. Upon information and belief, Defendant, GV Riverside, LLC, never had organizational meetings.

211. Upon information and belief, Defendant, GV Riverside, LLC, did not keep corporate minutes.

212. Upon information and belief, Defendant, GV Riverside, LLC, did not keep the records required under §605.0410, Fla.Stat., including “(a) A current list of the full names and last known business, residence, or mailing addresses of each member and manager. (b) A copy of the then-effective operating agreement, if made in a record, and all amendments thereto if made in a record. (c) A copy of the articles of organization, articles of merger, articles of interest exchange, articles of conversion, and articles of domestication, and other documents and all amendments thereto, concerning the limited liability company which were filed with the department, together with executed copies of any powers of attorney pursuant to which any articles of organization or such other documents were executed. (d) Copies of the limited liability company’s federal, state, and local income tax returns and reports, if any, for the 3 most recent years. (e) Copies of the financial statements of the limited liability company, if any, for the 3 most recent years. (f) Unless contained in an operating agreement made in a record, a record stating the amount of cash and a description and statement of the agreed value of the property or

other benefits contributed and agreed to be contributed by each member, and the times at which or occurrence of events upon which additional contributions agreed to be made by each member are to be made.”

213. Upon information and belief, Defendant, GV Riverside, LLC, did not follow the winding down process mandated by §605.0709 and §605.0710, Fla.Stat., including discharging the company’s debts, obligations, and other liabilities; settling and closing the company’s activities and affairs; and distributing the assets of the company.

214. Upon information and belief, Defendant, GV Riverside, LLC, did not share any distributions with its “members and persons dissociated as members on the basis of the agreed value, as stated in the company’s records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company,” in violation of §605.0404(1), Fla.Stat.

215. On or about March 14, 2021, Plaintiff, Maria Zollo, signed a Capital Contribution Agreement with Defendant, GV Riverside, LLC.

216. On or about April 2021, Plaintiff, Maria Zollo, wired her investment funds to Versace Bertoni Gelato LLC.

217. On or about April 2020, Defendant, Stephano Versace, offered the last two shares of Defendant, GV Westwell LLC, for \$30,000.00 each, to Plaintiff, Matteo Maioli.

218. On or about May 19, 2020, Plaintiff, Matteo Maioli, wired \$60,000.00 to Versace Bertoni Gelato LLC.

219. On or around February 2021, Plaintiff, Matteo Maioli, found out that his investment had been moved to Defendant, GV Riverside, LLC, in order to open a Fiat 500 store in the Miami Riverside area.

220. Plaintiff, Matteo Maioli, never received or never signed documents regarding the transfer of his investment from Defendant, GV Westwell, LLC, to Defendant, GV Riverside, LLC.

221. On or about August 9, 2021, Plaintiff, Matteo Maioli, received an email from “Administration Konos Gelato” signed by Defendant, Stefano Versace, which announced that Defendant, CherryHill LLC, had to be closed and a “Riverside” had been opened.

222. Plaintiff, Matteo Maioli, was never a member of Defendant, CherryHill, LLC.

223. The same Konos Administration sent Plaintiff, Matteo Maioli, an email on November 17, 2021, which asked for his address to send him a check. Later a check in the amount of \$2,000.00 was sent to him from “Riverside” as part of the profits of the first three months of relocating Defendant, GV CherryHill, LLC, to Defendant, GV Riverside, LLC.

224. Plaintiff, Giacomo Pinsoglio, made a capital contribution of \$30,000.00 to invest in Defendant, GV Westwell LLC.

225. The funds were wired to Versace Bertoni Gelato LLC on February 3, 2020.

226. In the Fall of 2020, Defendant, Stefano Versace told Plaintiff, Giacomo Pinsoglio, by phone that Plaintiff, Giacomo Pinsoglio’s, investment had been moved to Riverside, without any previous notice.

227. Plaintiff, Giacomo Pinsoglio, also received \$1,000.00 on December 1, 2021, from Defendant, GV Riverside LLC.

228. On or about July 31, 2017, Plaintiff, Anna Maria Babini, wired \$30,00.00 to Defendant, GV CherryHill, LLC.

229. Later Plaintiff, Anna Maria Babini, was informed that her investment was moved to Defendant, GV Riverside, LLC.

230. Plaintiff, Anna Maria Babini, never received or never signed documents regarding the transfer of her investment from Defendant, GV CherryHill, LLC, to Defendant, GV Riverside, LLC.

231. Thus, Defendant, GV Riverside, LLC, breached its legal and statutory duties to the Plaintiffs, Maria Zollo, Giacomo Pinsoglio, Matteo Maioli, and Anna Maria Babini.

Konos Brickell, LLC and Konos Group, LLC

232. On or about February 4, 2022, Defendant, Stefano Versace, emailed the investors of Defendant, GV Brickell, LLC (calling them “partners”) regarding the contribution requested.

233. For both the February 2 and February 4 emails, Defendant, Stefano Versace, signed the emails as the Founder & CEO of Konos.

234. Upon information and belief, Konos is a group of companies operating under the name Konos Group, LLC, with 10 stores in South Florida, including one at 1300 Brickell Bay Drive, Unit #CU2, Miami, FL 33131.

235. Defendant, Konos Group, LLC, is a Florida limited liability company that was formed on or about December 29, 2021, with a principal address of 2647 W 81<sup>st</sup> St., Hialeah, FL 33016 (the same as Defendant, GV Brickell, LLC).

236. Defendant, Stefano Versace, was listed as one of the two managers for Defendant, Konos Group, LLC.

237. Defendant, Konos Group, LLC, was administratively dissolved for failure to file an annual report on or about September 23, 2022.

238. Additionally, Defendant, Konos Brickell, LLC, is a Florida limited liability company formed on or about January 10, 2022, with its a principal address of 2647 W 81st St.,

Hialeah, FL 33016 (the same as Defendant, GV Brickell, LLC), and which lists Defendant, Konos Group LLC, as its sole manager.

Value Investors USA, LLC

239. Defendant, Value Investors USA, LLC, was formed on or about November 29, 2018.

240. At the time of its formation, its manager was Massimo Arne.

241. In its September 24, 2019, Amended Annual Report, Defendant, Martina Maione, was added as a manager.

242. In its September 30, 2021, Amended Annual Report, Defendant, Stefano Versace, replaced Defendant, Martina Maione, as one of the two managers for Defendant, Value Investors USA, LLC. Massimo Arne remained as the other manager.

243. Versace Bertoni Gelato LLC was the manager of Defendant, GV KeyBiscayne, LLC, at the time of its incorporation through its administrative dissolution. A Chapter 11 Voluntary Petition for Non-Individuals Filing for Bankruptcy was filed by Versace Bertoni Gelato LLC on September 30, 2022, Case No. 22-17688-RAM, Southern District of Florida, Miami Division. The bankruptcy documents list Defendant, Paulo Stefanini, as a common stockholder with 26.15 securities; Roberto Re as a common stockholder with 2.72 securities; Defendant, Stefano Versace, as a common stockholder with 39.23 securities; and Defendant, Value Investors USA LLC, as a common stockholder with 31.9 securities.

244. The other members in Defendant, GV Brickell, LLC, although not all were listed in its corporate filings (but were listed as “partners” in tax documents for the company), were Versace Bertoni Gelato LLC (51% interest), Emil Lazzaroni (7% interest), Inv Brickell Corp (7% interest), and Defendant, Value Investors USA LLC (28% interest).

245. Plaintiff, Anna Sylvia Marongiu, invested in Defendant, GV Brickell, LLC, in the amount of \$100,000.00.

246. Defendant, Value Investors USA, LLC, owed a duty to Plaintiff, Anna Sylvia Marongiu, under Fla. Stat. Chapter 605, to have an interest of exchange authorized and conducted in accordance with the laws of the State of Florida.

247. Plaintiff, Anna Sylvia Marongiu, was not provided any plan of interest exchange.

248. Defendant, Value Investors USA, LLC, contributed or conspired with Defendants, Konos Brickell, LLC and Konos Group, LLC, conducting the exchange of interest in violation of §605.1031, §605.1032, and 605.1032 Fla.Stat.

**COUNT I - Fraud**  
**(Stefano Versace)**

249. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reallege the allegations in paragraphs 1-248 as though fully set forth herein.

250. Defendant, Stefano Versace, knowingly misrepresented the transfer and value of the various Defendant entities to Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, and used the various companies as a shell game to hide his misuse and misappropriation of the investment funds.

251. When demand was made for an accounting of the investment funds, Defendant, Stefano Versace, failed and refused to provide any explanation.

252. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reasonably relied upon the fraudulent misrepresentations of Defendant, Stefano Versace.

253. As a direct and proximate result of the Plaintiffs', Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reliance upon the fraudulent misrepresentations of Defendant, Stefano Versace, they have each suffered damages in an amount to be proven at trial, including the amount of their initial investment.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA, GIACOMO PINSOGLIO, CRISTINA PONTISSO, ANGELO BARBAGALLO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, and SANTORIELLO MASSIMILIANO, demand judgment against Defendant, STEFANO VERSACE, for damages, pre and post-judgment interest, attorneys' fees, and costs in bringing this action, and demand a trial by jury on all issues so triable.

**Count II – Fraud-After-The-Fact**  
**(Stefano Versace)**

254. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reallege the allegations in paragraphs 1-248 as though fully set forth herein.

255. Defendant, Stefano Versace, knowingly misrepresented the transfer and value of the various Defendant entities to Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, and used the various companies as a shell game to hide his misuse and misappropriation of the investment funds.

256. When demand was made for an accounting of the investment funds, Defendant, Stefano Versace, failed and refused to provide any explanation.

257. Plaintiffs reasonably relied upon the fraudulent misrepresentations of Defendant, Stefano Versace.

258. In the alternative, after Defendant, Stefano Versace, solicited the investment funds from the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, he knew or should have known of the various breaches of duty and fraudulent intent.



259. Knowing the breaches and fraudulent intent, Defendant, Stefano Versace, after the fact participated and assisted in the breaches of duty and fraudulent transfers and use of the various companies as a shell game to defraud Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano.

260. As a direct and proximate result of the Plaintiffs', Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reliance upon the fraudulent misrepresentations of Defendant, Stefano Versace, they have each suffered damages in an amount to be proven at trial, including the amount of their initial investment.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA, GIACOMO PINSOGLIO, CRISTINA PONTISSO, ANGELO BARBAGALLO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, and SANTORIELLO MASSIMILIANO, demand judgment against Defendant, STEFANO VERSACE, for damages, pre and post-judgment interest, attorneys' fees, and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT III - Fraud**  
**(Paolo Stefanini)**

261. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reallege the allegations in paragraphs 1-248 as though fully set forth herein.

262. Defendant, Paolo Stefanini, knowingly misrepresented the transfer and value of the various Defendant entities to Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, and used the various companies as a shell game to hide his misuse and misappropriation of the investment funds.

263. When demand was made for an accounting of the investment funds, Defendant, Paolo Stefanini, failed and refused to provide any explanation.

264. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reasonably relied upon the fraudulent misrepresentations of Defendant, Paolo Stefanini.

265. As a direct and proximate result of the Plaintiffs', Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina

Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reliance upon the fraudulent misrepresentations of Defendant, Paolo Stefanini, they have each suffered damages in an amount to be proven at trial, including the amount of their initial investment.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA, GIACOMO PINSOGLIO, CRISTINA PONTISSO, ANGELO BARBAGALLO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, and SANTORIELLO MASSIMILIANO, demand judgment against Defendant, PAOLO STEFANINI, for damages, pre and post-judgment interest, attorneys' fees, and costs in bringing this action, and demand a trial by jury on all issues so triable.

**Count IV – Fraud-After-The-Fact**  
**(Paolo Stefanini)**

266. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reallege the allegations in paragraphs 1-248 as though fully set forth herein.

267. Defendant, Paolo Stefanini, knowingly misrepresented the transfer and value of the various Defendant entities to Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, and

used the various companies as a shell game to hide his misuse and misappropriation of the investment funds.

268. When demand was made for an accounting of the investment funds, Defendant, Paolo Stefanini, failed and refused to provide any explanation.

269. Plaintiffs reasonably relied upon the fraudulent misrepresentations of Defendant, Paolo Stefanini.

270. In the alternative, after Defendant, Stefano Versace, solicited the investment funds from the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, Defendant, Paolo Stefanini, knew or should have known of the various breaches of duty and fraudulent intent.

271. Knowing the breaches and fraudulent intent of Defendant, Stefano Versace, Defendant Paolo Stefanini after the fact participated and assisted in the breaches of duty and fraudulent transfers and use of the various companies as a shell game to defraud Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano.

272. As a direct and proximate result of the Plaintiffs', Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello

Massimiliano, reliance upon the fraudulent misrepresentations of Defendant, Paolo Stefanini, they have each suffered damages in an amount to be proven at trial, including the amount of their initial investment.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA, GIACOMO PINSOGLIO, CRISTINA PONTISSO, ANGELO BARBAGALLO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, and SANTORIELLO MASSIMILIANO, demand judgment against Defendant, PAOLO STEFANINI, for damages, pre and post-judgment interest, attorneys' fees, and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT V - Fraud**  
**(Martina Maione)**

273. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reallege the allegations in paragraphs 1-248 as though fully set forth herein.

274. Defendant, Martina Maione, knowingly misrepresented the transfer and value of the various Defendant entities to Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, and

used the various companies as a shell game to hide his misuse and misappropriation of the investment funds.

275. When demand was made for an accounting of the investment funds, Defendant, Martina Maione, failed and refused to provide any explanation.

276. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reasonably relied upon the fraudulent misrepresentations of Defendant, Martina Maione.

277. As a direct and proximate result of the Plaintiffs', Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reliance upon the fraudulent misrepresentations of Defendant, Martina Maione, they have each suffered damages in an amount to be proven at trial, including the amount of their initial investment.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA, GIACOMO PINSOGLIO, CRISTINA PONTISSO, ANGELO BARBAGALLO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, and SANTORIELLO MASSIMILIANO, demand judgment against Defendant, MARTINA MAIONE,

for damages, pre and post-judgment interest, attorneys' fees, and costs in bringing this action, and demand a trial by jury on all issues so triable.

**Count VI – Fraud-After-The-Fact**  
**(Martina Maione)**

278. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reallege the allegations in paragraphs 1-248 as though fully set forth herein.

279. Defendant, Martina Maione, knowingly misrepresented the transfer and value of the various Defendant entities to Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, and used the various companies as a shell game to hide his misuse and misappropriation of the investment funds.

280. When demand was made for an accounting of the investment funds, Defendant, Martina Maione, failed and refused to provide any explanation.

281. Plaintiffs reasonably relied upon the fraudulent misrepresentations of Defendant, Martina Maione.

282. In the alternative, after Defendant Stefano Versace, solicited the investment funds from the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani,

Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, Defendant, Martina Maione, knew or should have known of the various breaches of duty and fraudulent intent.

283. Knowing the breaches and fraudulent intent of Defendant, Stefano Versace, Defendant, Martina Maione, after the fact participated and assisted in the breaches of duty and fraudulent transfers and use of the various companies as a shell game to defraud Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano.

284. As a direct and proximate result of the Plaintiffs', Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reliance upon the fraudulent misrepresentations of Defendant, Martina Maione, they have each suffered damages in an amount to be proven at trial, including the amount of their initial investment.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA, GIACOMO PINSOGLIO, CRISTINA PONTISSO, ANGELO BARBAGALLO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, and SANTORIELLO MASSIMILIANO, demand judgment against Defendant, Martina Maione, for



damages, pre and post-judgment interest, attorneys' fees, and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT VII – Breach of Fiduciary Duty**  
**(Stefano Versace)**

285. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reallege the allegations in paragraphs 1-248 as though fully set forth herein.

286. Defendant, Stefano Versace, owed a fiduciary duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, among other reasons:

- a. as an officer and director of Defendant, GV Florida500, Inc.;
- b. as a manager of Versace Bertoni Gelato LLC, which was as manager of Defendant, GV KeyBiscayne, LLC, GV Westwell, LLC and GV Riverside, LLC; and
- c. as manager of Versace Bertoni Gelato LLC, which was manager of Versace Stefano Holdings, LLC which was manager of Defendant, GV CherryHill, LLC, managing member of Defendant, GV Brickell, LLC, and one of the two managers of Defendant, GV Bayside, LLC.

287. As set forth above, Defendant, Stefano Versace, breached his fiduciary duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria

Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, and as a direct and proximate result caused the Plaintiffs damages in an amount to be proven at trial including the amount of their initial investment.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA, GIACOMO PINSOGLIO, CRISTINA PONTISSO, ANGELO BARBAGALLO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, and SANTORIELLO MASSIMILIANO, demand judgment against Defendant, STEFANO VERSACE, for damages, pre and post-judgment interest, attorneys' fees and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT VIII – Breach of Fiduciary Duty**  
**(Paolo Stefanini)**

288. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Cristina Pontisso, Simone Tani, Matteo Palma, Anna Maria Babini, Santoriello Massimiliano, Anna Sylvia Marongiu, and Plaintiffs, each of them, to the extent that Plaintiffs have an interest in Defendant, GV Bayside, LLC, reallege the allegations in paragraphs 1-248 as though fully set forth herein.

289. Defendant, Paulo Stefanini, owed a fiduciary duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, among other reasons:

- a. as an officer and director of Defendant, GV Florida500, Inc.; and
- b. as an initial manager of Versace Stefano Holdings, LLC which was the manager of Defendant, GV CherryHill, LLC, managing member of Defendant, GV Brickell, LLC, and one of the two managers of Defendant, GV Bayside, LLC.

290. As set forth above, Defendant, Paulo Stefanini, breached his fiduciary duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, and as a direct and proximate result caused the Plaintiffs damages in an amount to be proven at trial including the amount of their initial investment.

WHEREFORE, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, CRISTINA PONTISSO, SIMONE TANI, MATTEO PALMA, ANNA MARIA BABINI, SANTORIELLO MASSIMILIANO, ANNA SYLVIA MARONGIU, and Plaintiffs, each of them, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA, GIACOMO PINSOGLIO, CRISTINA PONTISSO, ANGELO BARBAGALLO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, and SANTORIELLO MASSIMILIANO to the extent that Plaintiffs have an interest in Defendant, GV Bayside, LLC, demand judgment against Defendant, PAULO STEFANINI, for damages, pre and post-judgment interest, attorneys' fees and costs in bringing this action, and demand a trial by jury on all issues so triable

**COUNT IX – Breach of Fiduciary Duty**  
**(Martina Maione)**

291. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Cristina Pontisso, Simone Tani, Matteo Palma, Anna Maria Babini, Santoriello Massimiliano, Anna Sylvia Marongiu, and Plaintiffs, each of them, reallege the allegations in paragraphs 1-248 as though fully set forth herein.

292. Defendant, Martina Maione, owed a fiduciary duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano.

293. As set forth above, Defendant, Martina Maione, breached her fiduciary duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, and as a direct and proximate result caused the Plaintiffs damages in an amount to be proven at trial including the amount of their initial investment.

WHEREFORE, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, CRISTINA PONTISSO, SIMONE TANI, MATTEO PALMA, ANNA MARIA BABINI, SANTORIELLO MASSIMILIANO, ANNA SYLVIA MARONGIU, and Plaintiffs, each of them, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA,

GIACOMO PINSOGLIO, CRISTINA PONTISSO, ANGELO BARBAGALLO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, and SANTORIELLO MASSIMILIANO, demand judgment against Defendant, MARTINA MAIONE, for damages, pre and post-judgment interest, attorneys' fees and costs in bringing this action, and demand a trial by jury on all issues so triable

**COUNT X – Breach of Fla. Stat. Chapter 607**  
**(GV Florida500, Inc.)**

294. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, reallege paragraphs 1-73 as though fully set forth herein.

295. Defendant, GV Florida500, Inc., owed a duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, under Fla. Stat. Chapter 607 to conduct the business of the corporation in accordance with the laws of the State of Florida. Specifically, Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso,

- were never invited to a meeting and never voted or were given an opportunity to vote for the dissolution of Defendant, GV Florida500, Inc., in violation of §607.1402, Fla.Stat.;
- did not receive any financial or accounting documents for Defendant, GV Florida500, Inc.; and
- did not vote or approve the transfer of their interest from Defendant, GV Florida500 Inc., to Defendant, GV KeyBiscayne LLC.

296. Defendant, GV Florida 500, Inc., breached that duty and as a direct and proximate result, Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, have suffered an actual injury that is not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or

contractual duty owed to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, and CRISTINA PONTISSO, demand judgment against Defendant, GV FLORIDA500, INC., for damages, pre and post-judgment interest, and attorneys' fees and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT XI – Breach of Fla. Stat. Chapter 605**  
**(GV KeyBiscayne LLC)**

297. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, reallege paragraphs 1-45 and 59-73 as though fully set forth herein.

298. Defendant, GV KeyBiscayne LLC, owed a duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, under Fla. Stat. Chapter 605 to conduct the business of the corporation in accordance with the laws of the State of Florida. Specifically,

- Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, were not provided share certificates;
- Defendant, GV KeyBiscayne, LLC, never had organizational meetings;
- Defendant, GV KeyBiscayne, LLC, did not keep corporate minutes;
- Defendant, GV KeyBiscayne, LLC, did not keep the records required under §605.0410, Fla.Stat.;
- Defendant, GV KeyBiscayne, LLC, did not follow the winding down process mandated by §605.0709 and §605.0710, Fla.Stat., including discharging the company's debts, obligations, and other liabilities; settling and closing the company's activities and affairs; and distributing the assets of the company; Defendant, GV KeyBiscayne, LLC, did not share any distributions with its

“members and persons dissociated as members on the basis of the agreed value, as stated in the company’s records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company,” in violation of §605.0404(1), Fla.Stat.; and

- Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, did not consent or agree to their investment in Defendant, GV Florida500, Inc., being transferred to Defendant, GV KeyBiscayne, LLC.

299. Defendant, GV KeyBiscayne, LLC, breached that duty and as a direct and proximate result, Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso have suffered an actual injury that is not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, and CRISTINA PONTISSO, demand judgment against Defendant, GV KEYBISCAYNE, LLC, for damages, pre and post-judgment interest, and attorneys’ fees and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT XII – Breach of Fla. Stat. Chapter 605**  
**(Versace Stefano Holdings LLC)**

300. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reallege paragraphs 1-45 and 74-88 as though fully set forth herein.

301. Defendant, Versace Stefano Holdings LLC, owed a duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, to the extent they have an interest in Defendant, Versace Stefano Holdings LLC, under Fla. Stat. Chapter 605 to conduct the business of the corporation in accordance with the laws of the State of Florida. Specifically,

- Plaintiffs were not provided share certificates;
- Defendant, Versace Stefano Holdings LLC, never had organizational meetings;
- Defendant, Versace Stefano Holdings LLC, did not keep corporate minutes;
- Defendant, Versace Stefano Holdings LLC, did not keep the records required under §605.0410, Fla.Stat.; and
- Defendant, Versace Stefano Holdings LLC, did not follow the winding down process mandated by §605.0709 and §605.0710, Fla.Stat., including discharging the company's debts, obligations, and other liabilities; settling and closing the company's activities and affairs; and distributing the assets of the company; and Defendant Versace Stefano Holdings LLC, did not share any distributions with its "members and persons dissociated as members on the basis of the agreed value, as stated in the company's records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company," in violation of §605.0404(1), Fla.Stat.

302. Defendant, Versace Stefano Holdings LLC, breached that duty and as a direct and proximate result, Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia



Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, to the extent they have an interest in Defendant, Versace Stefano Holdings LLC, have suffered an actual injury that is not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiffs,. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA, GIACOMO PINSOGLIO, CRISTINA PONTISSO, ANGELO BARBAGALLO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, and SANTORIELLO MASSIMILIANO, to the extent they have an interest in Defendant, Versace Stefano Holdings LLC,, demand judgment against Defendant, VERSACE STEFANO HOLDINGS LLC, for damages, pre and post-judgment interest, and attorneys' fees and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT XIII – Breach of Fla. Stat. Chapter 605**  
**(GV CherryHill, LLC)**

303. Plaintiffs, Simone Tani, Matteo Palma, Anna Maria Babini, Santoriello Massimiliano, and Matteo Maioli, reallege paragraphs 1-45 and 89-125 as though fully set forth herein.

304. Defendant, GV CherryHill, LLC, owed a duty to the Plaintiffs, Simone Tani, Matteo Palma, Anna Maria Babini, Santoriello Massimiliano, and Matteo Maioli, under Fla. Stat.

Chapter 605 to conduct the business of the corporation in accordance with the laws of the State of Florida. Specifically,

- Plaintiffs were not provided share certificates;
- Defendant, GV CherryHill, LLC, never had organizational meetings;
- Defendant, GV CherryHill, LLC, did not keep corporate minutes;
- Defendant, GV CherryHill, LLC, did not keep the records required under §605.0410, Fla.Stat.;
- Defendant, GV CherryHill, LLC, did not follow the winding down process mandated by §605.0709 and §605.0710, Fla.Stat., including discharging the company's debts, obligations, and other liabilities; settling and closing the company's activities and affairs distributing the assets of the company;
- Defendant GV CherryHill, LLC, did not share any distributions with its "members and persons dissociated as members on the basis of the agreed value, as stated in the company's records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company," in violation of §605.0404(1), Fla.Stat.;
- Plaintiffs, Simone Tani, Matteo Palma, Anna Maria Babini, Santoriello Massimiliano, and Matteo Maioli, never received or never signed documents regarding the transfer of their investment from Defendant, GV CherryHill, LLC, to Defendant, GV Riverside, LLC; and
- Plaintiff, Matteo Maioli, never received or never signed documents regarding the transfer of his investment to Defendant, GV CherryHill LLC.

305. Defendant, GV CherryHill, LLC, breached that duty and as a direct and proximate result, Plaintiffs, Simone Tani, Matteo Palma, Anna Maria Babini, Santoriello Massimiliano and Matteo Maioli, have suffered an actual injury that is not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiffs,. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiffs, SIMONE TANI, MATTEO PALMA, ANNA MARIA BABINI, SANTORIELLO MASSIMILIANO, and MATTEO MAIOLI, demand judgment against Defendant, GV CHERRYHILL, LLC, for damages, pre and post-judgment interest, and attorneys' fees and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT XIV – Breach of Fla. Stat. Chapter 605**  
**(GV Westwell, LLC)**

306. Plaintiffs, Matteo Maioli and Giacomo Pinsoglio, reallege paragraphs 1-45 and 126-144 as though fully set forth herein.

307. Defendant, GV Westwell, LLC, owed a duty to the Plaintiffs, Matteo Maioli and Giacomo Pinsoglio, under Fla. Stat. Chapter 605 to conduct the business of the corporation in accordance with the laws of the State of Florida. Specifically,

- Plaintiffs were not provided share certificates;
- Defendant, GV Westwell, LLC, never had organizational meetings;
- Defendant, GV Westwell, LLC, did not keep corporate minutes;
- Defendant, GV Westwell, LLC, did not keep the records required under §605.0410, Fla.Stat.;
- Defendant, GV Westwell, LLC, did not share any distributions with its “members and persons dissociated as members on the basis of the agreed value, as stated in

the company's records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company," in violation of §605.0404(1), Fla.Stat.; and

- Plaintiffs, Matteo Maioli and Giacomo Pinsoglio, never received or never signed documents regarding the transfer of their investment from Defendant, GV Westwell, LLC to Defendant, GV Riverside, LLC.

308. Defendant, GV Westwell, LLC, breached that duty and as a direct and proximate result, Plaintiffs, Matteo Maioli and Giacomo Pinsoglio, have suffered an actual injury that is not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiffs, Matteo Maioli and Giacomo Pinsoglio. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiffs, MATTEO MAIOLI and GIACOMO PINSOGLIO, demand judgment against Defendant, GV WESTWELL, LLC, for damages, pre and post-judgment interest, and attorneys' fees and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT XV – Breach of Fla. Stat. Chapter 607**  
**(GV Philly500, Inc.)**

309. Plaintiffs, Manuela Campanozzi, Roberto Capo, Giuseppe Marzano, Francesco Vedovetto, Sonia Gadaleta, Angelo Barbagallo, and Anna Maria Babini, reallege paragraphs 1-45, and 145-158 as though fully set forth herein.

310. Defendant, GV Philly500, Inc., owed a duty to the Plaintiffs, Manuela Campanozzi, Roberto Capo, Giuseppe Marzano, Francesco Vedovetto, Sonia Gadaleta, Angelo Barbagallo, and Anna Maria Babini, under Fla. Stat. Chapter 607 to conduct the business of the corporation in accordance with the laws of the State of Florida. Specifically, Plaintiffs, Manuela Campanozzi,

Roberto Capo, Giuseppe Marzano, Francesco Vedovetto, Sonia Gadaleta, Angelo Barbagallo, and Anna Maria Babini,

- were never invited to a meeting and never voted nor were given an opportunity to vote for the dissolution of Defendant, GV Philly500, Inc., in violation of §607.1402, Fla.Stat.;
- did not receive any financial or accounting documents for Defendant, GV Philly500, Inc.; and
- Defendant, GV Philly500, Inc., did not advise its investors of the dissolution of the business or that the funds/shares were transferred to any other company, and purposefully misled its investors.

311. Specifically, on November 26, 2020, Angelo Barbagallo emailed Defendant, Stefano Versace, and requested "...a copy of the documentation, administrative steps, accounts / balance sheets that show us where our investments are currently located." On that same date, Defendant, Stefano Versace, responded to Angelo Barbagallo, copying Plaintiff, Manuela Campanozzi, that "[f]rom a contractual / administrative point of view nothing has changed so there are no new documents (which you would have received if there had been any) to send you. The investment is still intact in the original company and as soon as market conditions allow it we will make it operational. As soon as this happens we will notify you." This was a misleading and fraudulent statement as Defendant, GV Philly500, Inc., was administratively dissolved at the time of this email was written by the sole officer/director of Defendant, GV Philly500, Inc.

312. Defendant, GV Philly500, Inc., breached that duty and as a direct and proximate result, Plaintiffs, Manuela Campanozzi, Roberto Capo, Giuseppe Marzano, Francesco Vedovetto, Sonia Gadaleta, Angelo Barbagallo, and Anna Maria Babini, have suffered an actual injury that is

not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiffs, Manuela Campanozzi, Roberto Capo, Giuseppe Marzano, Francesco Vedovetto, Sonia Gadaleta, Angelo Barbagallo, and Anna Maria Babini. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiffs, MANUELA CAMPANOZZI, ROBERTO CAPO, GIUSEPPE MARZANO, FRANCESCO VEDOVETTO, SONIA GADALETA, ANGELO BARBAGALLO, and ANNA MARIA BABINI, demand judgment against Defendant, GV PHILLY500, INC., for damages, pre and post-judgment interest, and attorneys' fees and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT XVI – Breach of Fla. Stat. Chapter 607**  
**(GV Florida500, Inc.)**

313. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, reallege paragraphs 1-58 as though fully set forth herein.

314. Defendant, GV Florida500, Inc., owed a duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, under Fla. Stat. Chapter 607 to conduct the business of the corporation in accordance with the laws of the State of Florida. Specifically, Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso,

- were never invited to a meeting and never voted nor were given an opportunity to vote for the dissolution of Defendant, GV Florida500, Inc., in violation of §607.1402, Fla.Stat.;
- did not receive any financial or accounting documents for Defendant, GV Florida500, Inc.; and

- Defendant, GV Florida500, Inc., did not advise its investors of the dissolution of the business or that the funds/shares were transferred to any other company, and purposefully misled its investors.

315. Defendant, GV Florida500, Inc., breached that duty and as a direct and proximate result, Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, have suffered an actual injury that is not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, and CRISTINA PONTISSO, demand judgment against Defendant, GV FLORIDA500, INC., for damages, pre and post-judgment interest, and attorneys' fees and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT XVII – Breach of Fla. Stat. Chapter 605**  
**(GV Brickell, LLC)**

316. Plaintiff, Anna Sylvia Marongiu, realleges paragraphs 1-45, and 159-187 as though fully set forth herein.

317. Defendant, GV Brickell, LLC, owed a duty to Plaintiff, Anna Sylvia Marongiu, under Fla. Stat. Chapter 605 to conduct the business of the corporation in accordance with the laws of the State of Florida. Specifically,

- Plaintiff, Anna Sylvia Marongiu, was not provided share certificates;
- Defendant, GV Brickell, LLC, never had organizational meetings;
- Defendant, GV Brickell, LLC, did not keep corporate minutes;

- Defendant, GV Brickell, LLC, did not keep the records required under §605.0410, Fla.Stat.;
- Defendant, GV Brickell, LLC, did not follow the winding down process mandated by §605.0709 and §605.0710, Fla.Stat., including discharging the company's debts, obligations, and other liabilities; settling and closing the company's activities and affairs distributing the assets of the company; and
- Defendant GV Brickell, LLC, did not share any distributions with its "members and persons dissociated as members on the basis of the agreed value, as stated in the company's records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company," in violation of §605.0404(1), Fla.Stat.

318. Defendant, GV Brickell, LLC, breached that duty and as a direct and proximate result, Plaintiff, Anna Sylvia Marongiu, suffered an actual injury that is not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiff, Anna Sylvia Marongiu. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiff, ANNA SYLVIA MARONGIU, demands judgment against Defendant, GV BRICKELL, LLC, for damages, pre and post-judgment interest, and attorneys' fees and costs in bringing this action, and demands a trial by jury on all issues so triable.

**COUNT XVIII – Breach of Fla. Stat. Chapter 605**  
(GV Bayside, LLC)

319. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo,



Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, reallege paragraphs 1-45, and 188-200 as though fully set forth herein.

320. Defendant, GV Bayside, LLC, owed a duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani, Francesco Vedovetto, Maria Zollo, and Santoriello Massimilian, to the extent that Plaintiffs have an interest in Defendant, GV Bayside, LLC, under Fla. Stat. Chapter 605 to conduct the business of the corporation in accordance with the laws of the State of Florida. Specifically,

- Plaintiffs were not provided share certificates;
- Defendant, GV Bayside, LLC, never had organizational meetings;
- Defendant, GV Bayside, LLC, did not keep corporate minutes;
- Defendant, GV Bayside, LLC, did not keep the records required under §605.0410, Fla.Stat.; and
- Defendant, GV Bayside, LLC, did not share any distributions with its “members and persons dissociated as members on the basis of the agreed value, as stated in the company’s records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company,” in violation of §605.0404(1), Fla.Stat.

321. Defendant, GV Bayside, LLC, breached that duty and as a direct and proximate result, Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Angelo Barbagallo, Simone Tani,

Francesco Vedovetto, Maria Zollo, and Santoriello Massimiliano, to the extent that they have an interest in Defendant, GV Bayside, LLC, have suffered an actual injury that is not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiffs. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, ANNA SILVIA MARONGIU, ANNA MARIA BABINI, MANUELA CAMPANOZZI, ROBERTO CAPO, SONIA GADALETA, MATTEO MAIOLI, GIUSEPPE MARZANO, MATEO PALMA, GIACOMO PINSOGLIO, CRISTINA PONTISSO, ANGELO BARBAGALLO, SIMONE TANI, FRANCESCO VEDOVETTO, MARIA ZOLLO, and SANTORIELLO MASSIMILIANO, demand judgment against Defendant, GV BAYSIDE, LLC, for damages, pre and post-judgment interest, and attorneys' fees and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT XIX – Breach of Fla. Stat. Chapter 607**  
**(GV KeyBiscayne, LLC)**

322. Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, reallege paragraphs 1-45 and 59-73 as though fully set forth herein.

323. Defendant, GV KeyBiscayne, LLC, owed a duty to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, under Fla. Stat. Chapter 605 to conduct the business of the corporation in accordance with the laws of the State of Florida. Specifically,

- Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, were not provided share certificates;
- Defendant, GV KeyBiscayne, LLC, never had organizational meetings;
- Defendant, GV KeyBiscayne, LLC, did not keep corporate minutes;

- Defendant, GV KeyBiscayne, LLC, did not keep the records required under §605.0410, Fla.Stat.;
- Defendant, GV KeyBiscayne, LLC, did not share any distributions with its “members and persons dissociated as members on the basis of the agreed value, as stated in the company’s records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company,” in violation of §605.0404(1), Fla.Stat.; and
- Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, never received or never signed documents regarding the transfer of their investment from Defendant, GV Florida500, Inc., to Defendant, GV KeyBiscayne, LLC.

324. Defendant, GV KeyBiscayne, LLC, breached that duty and as a direct and proximate result, Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso, have suffered an actual injury that is not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, and Cristina Pontisso. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiffs, LAURA CARRO, MICAELA BRANDUCCI, CORINNA MOSSA, and CRISTINA PONTISSO, demand judgment against Defendant, GV KEYBISCAYNE, LLC, for damages, pre and post-judgment interest, and attorneys’ fees and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT XX – Breach of Fla. Stat. Chapter 605**  
(GV Riverside, LLC)

325. Plaintiffs, Maria Zollo, Giacomo Pinsoglio, Matteo Maioli, and Anna Maria Babini, reallege paragraphs 1-45 and 201-231 as though fully set forth herein.

326. Defendant, GV Riverside, LLC, owed a duty to the Plaintiffs, Maria Zollo, Giacomo Pinsoglio, Matteo Maioli, and Anna Maria Babini, under Fla. Stat. Chapter 605 to conduct the business of the corporation in accordance with the laws of the State of Florida. Specifically,

- Plaintiffs were not provided share certificates;
- Defendant, GV Riverside, LLC, never had organizational meetings;
- Defendant, GV Riverside, LLC, did not keep corporate minutes;
- Defendant, GV Riverside, LLC, did not keep the records required under §605.0410, Fla.Stat.;
- Defendant, GV Riverside, LLC, did not share any distributions with its “ members and persons dissociated as members on the basis of the agreed value, as stated in the company’s records, of the contributions made by each of the members and persons dissociated as members to the extent that the contributions have been received by the company,” in violation of §605.0404(1), Fla.Stat.; and
- Plaintiffs, Maria Zollo, Giacomo Pinsoglio, Matteo Maioli, and Anna Maria Babini, never received or never signed documents regarding the transfer of their investment from Defendant, GV CherryHill, LLC, to Defendant, GV Riverside, LLC.

327. Defendant, GV Riverside, LLC, breached that duty and as a direct and proximate result, Plaintiffs, Maria Zollo, Giacomo Pinsoglio, Matteo Maioli , and Anna Maria Babini, have suffered an actual injury that is not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiffs, Maria Zollo, Giacomo Pinsoglio, Matteo Maioli, and Anna Maria Babini. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiffs, MARIA ZOLLO, GIACOMO PINSOGLIO, MATTEO MAIOLI, and ANNA MARIA BABINI, demand judgment against Defendant, GV RIVERSIDE, LLC, for damages, pre and post-judgment interest, and attorneys' fees and costs in bringing this action, and demand a trial by jury on all issues so triable.

**COUNT XXI – Breach of Fla. Stat. Chapter 605.1031/1032/1033**  
**(Konos Brickell, LLC and Konos Group, LLC)**

328. Plaintiff, Anna Sylvia Marongiu, realleges paragraphs 1-45 and 232-238 as though fully set forth herein.

329. Defendants, Konos Brickell, LLC and Konos Group, LLC, owed a duty to Plaintiff, Anna Sylvia Marongiu, under Fla. Stat. Chapter 605 to have an interest of exchange authorized and conducted in accordance with the laws of the State of Florida. Specifically,

- Plaintiff, Anna Sylvia Marongiu, was not provided any plan of interest exchange;
- Defendants, Konos Brickell, LLC and Konos Group, LLC, never asked Plaintiff, Anna Sylvia Marongiu, to approve or vote a plan of interest exchange, and neither sent Plaintiff any notice; and
- Defendants Konos Brickell, LLC and Konos Group, LLC, did not follow the process mandated by §605.1031, §605.1032, and 605.1032 Fla.Stat., for a regular interest exchange, particularly §605.1032 (c) “The manner and basis of converting the interests and the rights to acquire interests of the members of each limited liability company that is to be an acquired entity into interests, securities, obligations, money, other property, rights to acquire interests or securities, or any combination of the foregoing”.

330. Defendant, GV Brickell, LLC, breached all these duties and as a direct and proximate result, Plaintiff, Anna Sylvia Marongiu, suffered an actual injury that is not solely the

result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiff, Anna Sylvia Marongiu. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiff, ANNA SYLVIA MARONGIU, demands judgment against Defendants, KONOS BRICKELL, LLC and KONOS GROUP, LLC, for damages, pre and post-judgment interest, and attorneys' fees and costs in bringing this action, and demands a trial by jury on all issues so triable.

**COUNT XXII – Breach of Fla. Stat. Chapter 605.1031/1032/1033**  
**(Value Investors USA, LLC)**

331. Plaintiff, Anna Sylvia Marongiu, realleges paragraphs 1-45 and 239-248 as though fully set forth herein.

332. Defendant, Value Investors USA, LLC, owed a duty to Plaintiff, Anna Sylvia Marongiu, under Fla. Stat. Chapter 605 to have an interest of exchange authorized and conducted in accordance with the laws of the State of Florida. Specifically,

- Plaintiff, Anna Sylvia Marongiu, was not provided any plan of interest exchange;
- Defendants, Value Investors USA, LLC, contributed or conspired with Defendants, Konos Brickell, LLC and Konos Group, LLC, conducting the exchange of interest in violation of §605.1031, §605.1032, and 605.1032 Fla.Stat.; and
- Defendant, Value Investors USA, LLC, contributed or conspired with Defendants, Konos Brickell, LLC and Konos Group, LLC, in not following the process mandated by §605.1031, §605.1032, and 605.1032 Fla.Stat., for a regular interest exchange, particularly §605.1032 (c) “The manner and basis of converting the interests and the rights to acquire interests of the members of each limited liability company that is to be an acquired entity into interests, securities, obligations,

money, other property, rights to acquire interests or securities, or any combination of the foregoing”.

333. Defendant, Value Investors USA, LLC, breached all these duties and as a direct and proximate result, Plaintiff, Anna Sylvia Marongiu, suffered an actual injury that is not solely the result of an injury suffered or threatened to be suffered by the corporation; or an actual injury resulting from a violation of a separate statutory or contractual duty owed to the Plaintiff, Anna Sylvia Marongiu. The amount of such damages will be proven at trial.

WHEREFORE, Plaintiff, ANNA SYLVIA MARONGIU, demands judgment against Defendants, Value Investors USA, LLC, for damages, pre and post-judgment interest, and attorneys’ fees and costs in bringing this action, and demands a trial by jury on all issues so triable.

**Demand for Jury Trial**

Plaintiffs, Laura Carro, Micaela Branducci, Corinna Mossa, Anna Silvia Marongiu, Anna Maria Babini, Manuela Campanozzi, Roberto Capo, Sonia Gadaleta, Matteo Maioli, Giuseppe Marzano, Mateo Palma, Giacomo Pinsoglio, Cristina Pontisso, Simone Tani, Francesco Vedovetto, Maria Zollo, Santoriello Massimiliano, and Angelo Barbagallo, demand a jury trial on all issues so triable.

Respectfully submitted,  
MCLEOD BROCK LAW, PLLC



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**LINDSEY C. BROCK III, ESQ.**

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