

L15 000123167

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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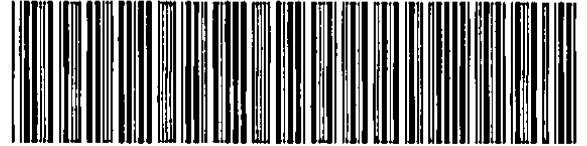
(Business Entity Name)

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Cancellation of  
Statement of  
Authority

10/15/21--01023--022 \*\*25.00

CLERK OF STATE  
C. J. HASSELTINE

2021 OCT 15 AM 8:31

FILED

A. RAMSEY  
OCT 28 2021

COVER LETTER

TO: Registration Section  
Division of Corporations

SUBJECT: DELIA HOSPITALITY, LLC

Name of Limited Liability Company

Dear Sir or Madam:

The enclosed Amendment or Cancellation of Statement of Authority and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

CARLOS F. OSORIO

Name of Person

OSORIO INTERNACIONAL P.A.

Firm/Company

175 SW 7TH STREET , #1900

Address

MIAMI FL 33130

City/State and Zip Code

COSORIO@OSORIOINT.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

CARLOS OSORIO

305

900-4103

at ( )

Name of Person

Area Code

Daytime Telephone Number

**Mailing Address:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Registration Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**AMENDMENT OR CANCELLATION OF STATEMENT OF AUTHORITY**

Pursuant to section 605.0302(2), Florida Statutes, this limited liability company submits the following:

**FIRST:** The name of the limited liability company is: DELIA HOSPITALITY, LLC

**SECOND:** The Florida Document number of the limited liability company is: L15000123167

**THIRD:** The street address of the limited liability company's principal office is:

10726 NW 58 STREET Miami, FL 33178

The mailing address of the limited liability company's principal office is:

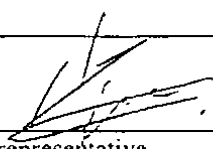
10726 NW 58 STREET Miami, FL 33178

**FOURTH:** The date the statement of authority became effective is: August 20, 2021

**FIFTH:** The statement of authority is cancelled.

**OR**

The amendment to the statement of authority is

  
\_\_\_\_\_  
Signature of authorized representative

CALOGERO ALAIMO MANCUSO

Typed or printed name of signature

**Filing Fee: \$25.00**  
**Certified Copy: \$30.00 (optional)**

FILED  
2021 OCT 15 AM 8:31  
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TALLAHASSEE, FLORIDA

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

CASE NO: 2021-019181-CA-01

SECTION: CA44

JUDGE: William Thomas

**Alaimo Investments, LLC et al**

Plaintiff(s)

vs.

**Vincenzo Alaimo**

Defendant(s)

**ORDER GRANTING PLAINTIFFS' MOTION FOR EMERGENCY EX PARTE  
TEMPORARY INJUNCTION TO PRESERVE STATUS QUO**

**THIS CAUSE** came before the Court on August 23, 2021, on the Motion For Emergency *Ex Parte* Temporary Injunction to Preserve *Status Quo* ("**Motion**") filed by Plaintiffs ALAIMO INVESTMENTS, LLC, DELIA HOSPITALITY, INC., DELIA HOSPITALITY, LLC, and SACRED FAMILY INVESTMENTS INC. ("**Plaintiffs**" or the "**Companies**"), and the Court having reviewed the Motion, the Response to the Motion For Emergency *Ex Parte* Temporary Injunction to Preserve *Status Quo* ("**Response**") filed by Defendant Vincenzo Alaimo ("**Defendant**" or "**Vincenzo**"), having heard argument of Plaintiffs' and Defendant's counsel all of whom were present at the hearing, and being otherwise fully advised in the premises, it is hereby

**Factual Allegations**

The factual allegations contained in this Motion for Temporary Injunction are based on the Verified Complaint. It is alleged that Defendant, Vincenzo, has attempted to take over ownership and control of the Florida Companies solely based on an alleged illegal, undomesticated, fraudulently obtained Venezuelan court order and other documents that even if

properly obtained, have no legal effect as Venezuelan courts have no jurisdiction over the ownership and control of Florida companies, which are chartered and operating in Florida. Unless and until his Venezuelan documents are “domesticated”, Vincenzo is not entitled to simply declare himself in control of the Companies, change Sunbiz.org corporate records, block access to bank accounts, sabotage construction projects, block payroll and affect people’s livelihoods, and otherwise destroy the Companies.

### **Conclusions of Law**

The purpose of a temporary injunction is to preserve the status quo until a final hearing when full relief may be granted. See *Grant v. Robert Half Int’l, Inc.*, 597 So. 2d 801, 801-802 (Fla. 3d DCA 1992) (“The purpose of a temporary injunction is not to resolve a dispute on the merits, but rather to preserve the status quo until the final hearing when full relief may be granted”). Generally, a party seeking temporary injunctive relief must establish: (1) the likelihood of irreparable harm and the unavailability of an adequate remedy at law; (2) a substantial likelihood of success on the merits; (3) that the threatened injury to the petitioner outweighs any possible harm to the respondent; and (4) the entry of the injunction will not disserve the public interest. *Florida High School Athletic Ass’n v. Rosenberg ex rel. Rosenberg*, 117 So. 3d 825, 826 (Fla. 4th DCA 2013); *Reliance Wholesale, Inc. v. Godfrey*, 51 So. 3d 561, 564 (Fla. 3d DCA 2010). It is the finding of this Court that the Plaintiffs have satisfied the above enumerated four factors and are therefore entitled to a temporary injunction against Vincenzo.

**Plaintiffs will Suffer Immediate and Irreparable Harm.** Under Florida law, “[a]n injury is irreparable where the damage is estimable only by conjecture, and not by any accurate standard.” *JonJuan Salon, Inc. v. Acosta*, 922 So. 2d 1081, 1084 (Fla. 4th DCA 2006) (quoting *Sun Elastic Corp. v. O.B. Indus.*, 603 So. 2d 516, 517 n.3 (Fla. 3d DCA 1992)). Actions that would impede the day-to-day operation of the business constitute irreparable harm for which no adequate remedy at law exists. See *Zuckerman v. Prof’l Writers of Florida, Inc.*, 398 So. 2d 870,

872 (Fla. 4th DCA 1981). Moreover, the showing of imminent irreparable harm, such as misappropriation of trade secrets or customer lists, may be sufficient to satisfy the irreparable harm element of an ex parte temporary injunction. See *Kailin Hu. v. Haitian Hu*, 942 So. 2d 992, 995 (Fla. 5th DCA 2006). In this instance, the Companies are sustaining ongoing irreparable harm because of Vincenzo's illegal attempt to takeover of the Companies and their day-to-day operations, as well as the disruption of their corporate affairs and decision-making processes. Through these actions, Vincenzo is interfering with the business operations of the Companies causing immediate and irreparable harm to the Companies in a way not quantifiable in terms of money damages. Moreover, Vincenzo has, with the assistance of Florida and Venezuelan counsel, effectively, hijacked the Company's finances and is causing irreparable harm to the Companies, preventing their ability to operate in the ordinary course, causing incalculable harm and the destruction of shareholder value and goodwill. Vincenzo actions is attempting to obstruct day-to-day operations by clouded the public's perception of control of the Companies by making unauthorized Sunbiz corporate filings. In addition, Vincenzo has interfered with valuable business relationships, prevented loans and construction projects from proceeding, and is near to grinding the Companies' operations to a halt.

In addition, Plaintiffs have no adequate remedy at law in this circumstance. The Companies require immediate unfettered access to their funds and various accounts – as well as potential loan monies – to operate and satisfy their business obligations to their employees, customers, suppliers, vendors, etc. In short, a judgment of money damages against Vincenzo will not remedy the significant and irreparable harm that may be caused if the status quo injunction is not granted.

This Court also finds that the a substantial likelihood of success on the merits. See *City of Jacksonville v. Naegele Outdoor Advertising Co.*, 634 So. 2d 750, 753 (Fla. 1st DCA 1994) (quoting *Mid-Florida at Eustis, Inc. v. Griffin*, 521 So.2d 357 (Fla. 1988)) (“Prior to issuing a

temporary injunction, a trial court must be certain that the petition or other pleadings demonstrate a prima facie, clear legal right to the relief requested. It must appear that the petition has a substantial likelihood of success, on the merits.”). The entirety of Vincenzo’s actions are premised on the validity of fraudulently obtained Venezuelan court documents, obtained with no notice to Plaintiffs or Carlos Alaimo. Vincenzo utilizes these documents to claim company ownership, managerial control, the supposed right to interfere in bank accounts and a supposed right to direct employees and insist they disobey management. With no finality in Venezuela as to the judgments or domestication. If these documents are deemed invalid, they cannot be used in Florida to justify any action taken by Vincenzo. And even if domesticated, Vincenzo will still need to provide proof of Vilma Alaimo’s, (the supposed 40% owner) competency and her will as to how to vote her shares. This is key since Vincenzo is just a 20% owner and he does not claim to be more. He has no majority standing alone. Therefore, unless and until there is a domestication of the Venezuelan judgments and it is established that Vilma Alaimo can competently vote her purported shareholding, there is no company majority that can authorize the actions Vincenzo is attempting to take and has taken, which is to disrupt the status quo. Accordingly, Plaintiffs have met their burden for purposes of a temporary injunction of establishing that there is a likelihood of success on the merits, and are entitled to a temporary injunction to preserve the status quo.

Furthermore, a consideration of the relative harm between Plaintiffs and Vincenzo Alaimo weighs in favor of the issuance of the injunction. Plaintiffs cannot access their financial accounts, pay bills, deposit income payments, and employees are being interfered with and intimidated by Vincenzo and his counsel. The Companies are still owned 80% by Carlos Alaimo. There was no legal partition or transfer of ownership in the Companies to Vilma Alaimo, Carlos Alaimo’s wife, and Vincenzo is not in control of the Companies as he claims. The fraudulent actions taken by Vincenzo to unseat his father, Carlos Alaimo, as majority owner in the Companies – obtaining various divorce decrees, purported settlement agreement, judgment –

were 20 all done secretly without any knowledge, notice or opportunity for Carlos Alaimo to object or challenge, and were done without legal authority of his wife, Vilma Alaimo, who is currently incompetent and unable to make decisions for herself. If not addressed Vincenzo's actions could end all current business conducted by the Companies and thereby threaten their long-term viability. On the other hand, the potential harm to Vincenzo is small or non-existent. No one is dispossessing him of his 20% stake in the Companies and he has no vested right to be director or officer: those are elected or delegated positions. Vincenzo remains a minority shareholder and can assert as a derivative claim whatever minority shareholder claims he deems fit to assert. Accordingly, under these facts and circumstances, the threatened injury to Plaintiffs in this case far outweighs any harm to Vincenzo.

Finally, this Court finds that public interest of protecting Florida companies from assault by foreign "Judgment" will be served by enjoining Vincenzo from continuing such conduct because Florida has an interest in maintaining the integrity of Florida corporations and limited liability companies against individuals improperly claiming authority to control an entity's affairs by a void, voidable, non-final, fraudulent, or non-domesticated foreign judgment that attempts to interfere in the internal affairs of the Florida company. Therefore it is

**ORDERED AND ADJUDGED** as follows:

1. The Court has jurisdiction over the Plaintiff companies, being Florida entities.
2. Based on the verified factual allegations and attachments set forth in Plaintiffs' Motion, Defendant's Response, as well as the argument and presentation of counsel, the Court finds that Plaintiffs have satisfied the factors required to obtain a temporary injunction under Fla. R. Civ. P. 1.610 and are therefore entitled to a temporary injunction against Vincenzo and all those working in concert with him. Accordingly, Plaintiffs' Motion is hereby **GRANTED** and shall remain in full force and effect until further order from the Court.

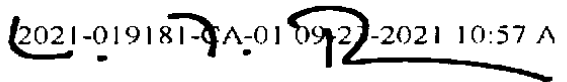
3. In order to preserve the *status quo* of the Companies' corporate structure and operation in the ordinary course, the Court **FURTHER ORDERS**: All corporate resolutions issued on or after August 1, 2021 in relation to the Companies and signed by Vincenzo Alaimo are declared null and void and without legal effect. All Sunbiz.org filings filed by Vincenzo Alaimo since August 1, 2021 in relation to the Companies are declared void. The Companies may make corrective filings to return the Sunbiz.org record as they were as of August 1, 2021, with respect to the Companies. Transcript of the Hearing held on August 23, 2021 ("Tr.") 35:7-18. The Companies shall operate in the ordinary course of business. Tr. 22:14-16. Vincenzo shall have full access to the Companies' books and records, including the Companies' financial statements, tax records, and corporate/organizational documents and directly from whomever is in possession of books, records and bank statements. Tr. 23:2-6; 23:25-24:4; 35:14-18.
4. In addition, until further order of this Court, Vincenzo Alaimo, his agents, and anyone acting on his behalf or in concert or participation with him, are hereby **ENJOINED** from the following: Providing directions or instructions to any employees, agents or representatives of the Companies, or any persons or entities providing services to the Companies; Making any Sunbiz.org filings in relation to the Companies; Issuing corporate resolutions or other corporate documents for the Companies unless such documents are voted on pursuant to the Companies' corporate governance procedures and bylaws in accordance with Florida law; Interfering in the day-to-day operations of the Companies; and Interfering in the Companies' use of assets, monies, contractual rights, or financial accounts.
5. This temporary injunction shall be effective upon Plaintiffs posting a bond in the amount of Five Thousand and 00/100 dollars (\$5,000.00). Plaintiffs shall post bond within five (5) days entry of this Order.
6. In addition, to preserve the *status quo* of the Companies' operation during the

pendency of this lawsuit, the Court further finds it is appropriate to appoint a person to serve as Custodian to monitor financial activity in the Companies, the Companies' bank accounts, books and records, and report on same to the parties and the Court. Tr. 22:9-24. Accordingly, the Court **FURTHER ORDERS** that: Within five (5) days of entry of this Order, the parties may mutually agree to the designation of a Custodian of their choice. If an agreement is reached, the parties shall, within this period, prepare and file with the Clerk of the Court, a "Notice of Stipulation of Custodian" which shall identify the name, address, telephone number and email address of the Custodian; In the event the parties are unable to agree upon the selection of a Custodian within five (5) days of entry of this Order, any party may, within this period, prepare and file a "Request for Appointment of Custodian" certifying that notwithstanding a good faith effort to agree, the parties were unsuccessful in so doing and requesting the Court to appoint a Custodian. The Request of Appointment of Custodian shall not contain argument; Any Custodian designated by the parties or appointed by the Court shall be a Certified Public Accountant located within Miami-Dade County, Florida. The Custodian shall charge a reasonable and customary rate for his/her services and shall be paid by Plaintiffs; The Custodian shall file with the Court an acceptance of her/his appointment, providing contact information for service of filings; The Custodian shall be provided a copy of this Order and shall submit to the Court a Monthly Report, including an itemized monthly bill for the Court's consideration of approval of payment, with a copy of such submission provided to all parties and their counsel. The Custodian's Monthly Report shall be provided to the Court and the parties' under seal. The Custodian shall file interim reports if, after making reasonable inquiry, significant issues are identified, including but not limited to the use of Companies' funds to make payment to any entity or individual for (i) personal expenses, and (ii) any other expenses, for any purpose, outside of the normal operations or business affairs of the Companies; The Custodian shall have no

authority or requirement to manage or make any decisions on behalf of the Companies. The Custodian's role shall be solely to monitor and report on a periodic basis going forward as to whether the Companies are operating in the ordinary course of business and whether there are transactions that require further investigation and analysis; The Custodian shall be granted full access to the Companies' financial accounts, accounting records and bank records, as well as to management of the Companies, to discharge his/her functions in a manner that is non-burdensome to the Companies and their staff and shall make reasonable inquiry with Company management prior to making reports as appropriate.

7. This Order is entered without prejudice to modification by the Court upon a showing by any party, at a hearing with notice to all parties.

**DONE and ORDERED** in Chambers at Miami-Dade County, Florida on this 23rd day of September, 2021.

  
2021-019181-CA-01 09-23-2021 10:57 A

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Hon. William Thomas

**CIRCUIT COURT JUDGE**

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

**Electronically Served:**

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**Physically Served:**