

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss

SOUTHEAST HOUSING COURT  
DOCKET NO.

OCEAN VACATIONS REALTY TRUST )  
 NICHOLAS FIORILLO as trustee )  
 NICHOLAS FIORILLO PRO SE, )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 GEORGE SOROS, THOMAS O'NEILL III, )  
 THOMAS QUINN, GEORGE MCLAUGHLIN, )  
 NICHOLAS NESGOS, PAUL MATTARESE, )  
 LOUIS DELPIDIO, CYNTHIA DELPIDIO, )  
 PETER SPITALNY, SAMUEL B. SPITALNY, )  
 RAYMOND C. GREEN, JOAN GREEN, )  
 RAYMOND C. GREEN INC., RAYMOND C. )  
 GREEN TRUST, NE EDGE LLC, RACHEL )  
 ROLLINS, KEVIN HAYDEN, BRIAN ALBERT, )  
 MICHAEL POWERS, JOSEPH POWERS, )  
 TOWN OF HARWICH, MA, HARWICH )  
 POLICE DEPT., KARL DUGAL, ANTHONY )  
 ALVA, TOM MILLAR, ROBERT AHONEN )  
 LUIZ GONZAGA, WALTER MONIZ, SOUTH )  
 COAST MOVING AND STORAGE, W & W )  
 MOVING AND STORAGE, LLC, JOSEPH )  
 MATAZZONI, ROBERT WELSH III, )  
 ELIZEBETH WINKELMAN, CHRISTOPHER )  
 VEARA, DAVID GUILLEMETTE, )  
 JOHNATHAN ROTH, JOHN DOES 1-12, )  
 JANE DOES 1-12 )  
 )  
 Defendants. )

**VERIFIED COMPLAINT AND JURY DEMAND IN THE ALTERNATIVE 1<sup>st</sup>**  
**AMENDED (AS SUCH ACTION WAS PRUDENTLY E-FILED AND NOT DOCKETED**  
**AND SYSTEMICALLY BLOCKED BY SOROS-NE EDGE CONTROLLED CLERKS**  
**AND NOT ISSUED A CASE# )**

Plaintiffs Ocean Vacations Realty Trust, by and through its trustee Nicholas J. Fiorillo, pro se and in his individual capacity (hereinafter “Plaintiffs”), bring this civil action for unlawful eviction and repossession of residential property, and by Motion filed concurrently herewith, pray this Honorable Court for emergency relief to enjoin the defendants from possessing, evicting, foreclosing, transferring, selling and/or conveying property located at 3 Kales Way, Harwich Port, MA (“the property”), and stay the unlawful commercial eviction of the Fiorillo family, until this court has entered a final order in this matter.

A jury trial is in order with regard to unlawful commercial eviction of the Fiorillo Family Home as a prorupted result from underlying debt that was not due or owing, with this action brought to stop the unlawful conspiracy to evict and repossession of homestead and eviction and earlier foreclosure of a commercial mortgage on a residential property, and award damages and offset to the fullest extent allowed by Massachusetts law, and void such unlawful mortgage and award damages. Plaintiff, Nicholas Fiorillo, filed a landmark Federal Racketeering Lawsuit in Federal Court in Rhode Island, being presided over by the Honorable Judge Smith. Alleging a Soros controlled massive criminal conspiracy under the Racketeer Influenced and Corrupt Organizations, 18 U.S.C. 1961-68: R.I.C.O. & CFAA, Cybercrimes, Conspiracy & Extortion. Whereas, George Soros, Thomas O'Neill, Thomas Quinn, George Mc Laughlin, Stuart Bornstien, Peter Spitalny and Raymond & Joan Green, are purported to be ring leaders of the Soros NE Edge Criminal Enterprise. Where this group has now reverted to a conspiracy to unlawfully evict the Fiorillo Family whom are bona fide tenants and use a systemic pattern of “shake downs” and threats to murder and unlawfully evict Fiorillo and his family if he did not settle and release his claims against the Defendants and pay upwards of \$100,000,000 in cash and assets that was not due the NE Edge Defendants.

1. This action details the unlawful pattern of the Soros-O'Neil controlled NE Edge operating of a criminal conspiracy to unlawfully evict Fiorillo and extort him by multiple criminal acts committed by members of this NE Edge Criminal Enterprise. Whereas Soros and O'Neil and certain Suffolk & Barnstable Judges and clerks, Harwich Police, Boston Police, FBI and Suffolk County DA Hayden's Office. For their roles in Soros's control and weaponization and unlawful prosecution of the Plaintiffs to gain control of the Family home and GotSPACE Data's billion dollar development. By and through the Soros-Oneil operated NE Edge criminal schemes to evict, extort and their numerous botched extortion plots and later cover up, to force the CEO, now plaintiff here, Nicholas Fiorillo, into giving up 90% control of the Company and its development rights to the 30 Billion dollar New England Data Corridor and move out of his Family home, by way of an unlawful eviction.
2. The NE-Edge Soros-O'Neil operated group has perpetrated, by and through a pattern of unlawful eviction and extortion attempts to evict Fiorillo from his family home, the suit exposes a 28 month long criminal conspiracy perpetrated by Defendants, the Soros backed NE Edge Racketeers and other "power players," rank with systemic judicial corruption of "gaming the legal system," with certain judicial-law enforcement "operatives" and political "insiders" operating within the secret courts of the Commonwealth. Through the manipulation of numerous suspect "frame ups" and "shake downs" by the local Harwich Police, to frame Fiorillo for crimes he did not commit.
3. Soros control of the this states secret courts and his corrupted influence over our judicial officers to decimate the Plaintiffs' civil rights under color of law that would be free from Soros well known, kleptocratic influence peddling and weaponization control over hundreds of unlawful decisions, secret that was being perpetrated by Brian Alberts, Mike Powers, Dugal,

with full support and cooperation of certain Boston FBI and higher ups in the MSP, all perfectly orchestrated to prevent the Plaintiff from having any fair and free day in a court in Massachusetts and the criminal groups attempts to "frame up" the Gotspace CEO, and derail the Company's forward path to develop the New England Data Corridor.

4. The Soros backed NE Edge Racketeers utilized the outlawed NSO Pegasus/Python "zero-click" cyber spyware against Gotspace employees, to perpetrate 100's of unlawful wiretap and electronic eavesdropping schemes. In order to aid & abet, the groups twelve intertwined predatory debt collection "cheap suits", by and through the intercept "hacking" of classified trade and intellectual property secrets and attorney-client privileged legal filings, which have constantly been unlawfully "hacked" by Soros' low level operatives, in charge of the NE Edge members, along with the Boston Police & FBI and the DA's Office, then used against the company to derail justice.
5. The goals of the Soros Enterprise were to cheat the legal system and obstruct justice, in order to extrajudicially derail the Plaintiffs' entire legal process, civil rights to free speech and due process under the law have been silenced by Soros backed DA's and US Attorneys within the states judicial-political-enforcement systems as they have systematically conspired to illegally evict the Plaintiffs from their homestead, in violation of MGL 186a 1-6.
6. The Secret Courts of the Commonwealth and the certain Judges who are mere Soros puppets have been on the NE Edge Racketeers "secret stage," who are also the prime suspects who dance to Soros evil tune and "pull the strings," in furtherance of the criminal objectives of the Soros NE Edge Enterprise to derail the largest public/private Digital Infrastructure project in the history of the United States. Nicholas Fiorillo was directly extorted when told that if he was to

keep his home and freedom, he was to settle and release the NE Edge racketeers, or else be illegally evicted.

### **Parties**

7. The Plaintiff, Ocean Vacations Realty Trust 3 Kales Way Realty, a trust duly formed in Massachusetts with a mailing address of 3 Kales Way, Harwich Port, Massachusetts.

8. The Plaintiff, Nicholas J Fiorillo, pro se, individually and as Trustee of the Ocean Vacations Realty Trust, is an individual with an address of 3 Kales Way, Harwich Port, MA, with a duly recorded Trust in the Harwichport Registry of Deeds (hereinafter “Trust/Plaintiff”).

9. The Defendant, George Soros, is a resident of New York State, who, upon information and belief, resides at 168 Cantitoe St, Katonah, NY 10536, and is a “silent partner” and financial backer of NE Edge Defendants O’Neil and the NE Edge Racketeers, Raymond C. Green, Rachel Rollins, Kevin Hayden, Thomas O’Neill, George McLaughlin, the NE Edge Enterprise. All Defendants both known and unknown, named and as of yet, unnamed. Whereas Soros, through his weaponization of the Secret Courts of Massachusetts has conspired with the NE Edge Racketeers to unlawfully extort the Plaintiffs and by way of an unlawful eviction to gain leverage upon Fiorillo and his 30 Billion Dollar GotSPACE Data Digital Infrastructure project. That Defendant’s O’Neil and the NE Edge, and certain partners of O’Neil and Soros, AECOM (the nations largest infrastructure developer) have worked hand in hand with certain members of the NE Edge to usurp the project away from Fiorillo, unlawfully. By Soros “text book” pattern of systemic weaponization of certain Massachusetts DA’s, US Attorney’s, Judges and clerks and highlevel law enforcement “insiders” to topple any hopes Fiorillo has of developing GotSPACE’s massive infrastructure project. As from at least April of 2021, AECOM and the other members of the NE Edge have been in clear violation of the AECOM-GotSPACE Data Non-Disclosure-Agreement(s)

“NDA”, and the defendants have been covertly working with O’Neil and Associates, George Soros, Soros backed hedge funds and Hunter Biden, James Bulger and Kerry Family associates to usurp the largest digital infrastructure project in our country’s history.

10. The Defendant, Thomas P. “Tiny Tip” O’Neill III, is a Massachusetts resident, who, upon information and belief, maintains a residence on Woodland Road near the Bank Street Beach in Harwich Port, Massachusetts and owns and operates a democratic lobbyist firm, whom has many Soros-backed clients such as the 50 Billion dollar AECOM and Mohegan Sun, both companies are involved and have been in negotiations at one point or another with Fiorillo’s GotSPACE Data companies. Where it has been now discovered O’Neil and Soros have partnered with the NE Edge Racketeers to take over the GotSPACE Data project in Connecticut. O’Neil is believed to be the main Soros backed “Puppet Master” that has been in control of the Secret Court “insiders” that have been conspiring against the Plaintiffs in the unlawful eviction and schemes to force the Plaintiffs to settle their claims their rights to homestead of their Family home and Fiorillo’s data development businesses.

11. The Defendant, Thomas Quinn, is a principal founder of the NE Edge Enterprise and known “front man” for convicted and jailed Cape Cod developer Stuart Bornstein, was terminated for cause from GotSPACE Data Partners, after embezzling \$1,000,000 from CEO Nicholas Fiorillo, represented as an “upfront consulting fee” for which services were never rendered. Quinn resides at 426 Love Lane, East Greenwich, CT 02818.

12. The Defendant, Brian Sheehan is a principal founder of the NE Edge Enterprise and known “Soros Deep State Operative,” who has conspired to illegally extort and evict Plaintiff Fiorillo and his family, and has aided and abetted the Spitalny family’s money laundering, individuals who were removed from the GotSPACE Development Companies for embezzlement, and failing to fund

upwards of \$8,500,000 into the Plaintiffs' development companies, and whose last known address is 96 Mason Terrace; Brookline, MA 02446.

13. The Defendant, George McLaughlin, is a Soros-backed attorney for Raymond C. Green and his corporate affiliates, and principal founder of shell corporation NE Edge, with a principal business address of 54 Claremont Road, Belmont, MA 02478. Couched as a legitimate, self-storage development Company, NE Edge is a criminal racketeering Enterprise, responsible for the furtherance of criminal objectives to expropriate Nicholas Fiorillo's real property, monetary and data storage development/business assets, valued into the billions of dollars.

14. The Defendant, Nicholas Nesgos, is also a Soros-backed attorney for Raymond C. Green and his corporate affiliates, with a principal place of business at 800 Boylston Street, 32nd floor, Boston, MA 02199.

15. The Defendant, Paul Mattarese, is a convicted drug trafficker, "bag man" and "collector" for Defendants, who, upon information and belief, maintains a residence at 275 Tremont Street, 4th floor, Boston, MA 02116 A partner of Raymond C. Green in the aforementioned 75%/25% "inside deal" with co-defendant Louis Delpidio, to divide that assets and real estate illegally foreclosed on by the Greens, Mattarese has conspired in a series of threats and extortion plots whereby if Nicholas Fiorillo did not turn over property, he, Delpidio and Green intended to physically harm or kill him.

16. The Defendant, Louis Delpidio, is a partner of Raymond Green and co-defendant Paul Mattarese, and has a 75%/25% "inside deal" with Green, to divide that assets and real estate that has been illegally foreclosed on by the defendants, and who has threatened to shoot Nicholas Fiorillo with his 45 caliber revolver, if Fiorillo did not give in to the demands of the defendants in

this action and sign over the family home this past Monday on the eve of one of the unlawful 48 hour notices to vacate that were “FAKED” by the NE Edge Racketeers.

17. The Defendant, Cynthia Delpidio, is a partner with her husband Louis, and they are both partners with Raymond Green, Joan Green and co-defendant Paul Mattarese, in an illegal 75%/25% “inside deal” with Raymond Green. A deal by which Green promised to give Louis Delpidio “25% of everything he gets from Nicky,” including the assets and real estate which has been illegally foreclosed on by the defendants, and whose husband threatened to shoot Nicholas Fiorillo with his 45 caliber revolver, if Fiorillo did not give in to the demands of the defendants in this action.

18. The Defendant, Peter Spitalny, is a convicted tax cheat with organized crime ties and crony of Raymond C. Green, who resides at 14 Pheasant Lane, Albany, NY 12204.

19. The Defendant, Samuel B. Spitalny, is the son of Peter Spitalny and Georgia resident, with an address of 505 Overbrook Drive NW, Atlanta, GA 30318.

20. The Defendant, Raymond Green, is the President of Raymond C. Green, LLC, and the manager and director of this commercial hard money lending corporation, with a principal business address of 155 Federal Street, Boston, MA 02110. He is responsible for the day to day activities of the company, and has served as the spokesperson for the group of defendants all intricately involved in the funding, servicing, negotiating, drafting, collecting and ultimately initiating a series of retaliatory inextricably related legal actions against Plaintiffs.

21. The Defendant, Joan Green, is another Soros-backed, practicing attorney in Massachusetts, having an office in Boston, with a principal business address of 155 Federal Street, Boston, MA

02110. Alleged to be married to Raymond C. Green and associated with the other named defendants with regard to this and other loans to the Plaintiffs, Joan Green has acted as lender, partner and corporate counsel for some or all of the defendants. She is alleged to have invested approximately \$175,000 in capital which was loaned to Plaintiffs for the Harwich Port property purchase, and the purchase of other properties. Joan Green is intricately involved in the funding , servicing, negotiating, drafting, collection and illegal foreclosure actions alleged in this Complaint, of the note and mortgage on 3 Kales Way, Harwich Port, MA. She is known in the Commonwealth as having committed fraud on the United States Postal Service, by forging and backdating green cards for clients of hers and her husband's "loan to own" business, and has forged and backdated these mortgage "green cards," in this unlawful foreclosure attempt of what is now the Plaintiffs' home.

22. The Defendant, Raymond C. Green Inc., located in Boston, MA with a principal business address of 155 Federal Street, Boston, MA 02110, is a corporation allegedly owned and controlled by Raymond Green, Joan Green, Justin Murphy and Spiro Stylianopoulos. This is the corporation that issued the commitment to fund, collect and disburse funds involving the commercial loan made to Ocean Vacations Realty Trust, identified in this complaint.

23. The Defendant, Raymond Green Trust, Raymond Green, Trustee, is a Trust with a principal business address of 155 Federal Street, Boston, MA 02110, which was allegedly formed for the specific purpose of lending the funds needed to fund the purchase of the property located at 3 Kales Way, Harwich Port, MA.

24. The Defendant, NE Edge LLC, is a Soros-backed shell corporation formed by attorney George McLaughlin and partner Thomas Quinn, with a principal business address of 54 Claremont Road, Belmont, MA 02478. Couched as a legitimate, self-storage development Company, NE

Edge is a criminal racketeering Enterprise responsible for the furtherance of criminal objectives to expropriate Nicholas Fiorillo's real property, monetary and data storage development/business assets, valued into the billions of dollars.

25. The Defendant, Rachel Rollins, is the Soros-backed, former U.S. Attorney for Massachusetts, forced to resign in the aftermath of a criminal investigation which tied her, and her successor to the post of District Attorney of Suffolk County, MA, Kevin Hayden, to the malicious criminal prosecution of Nicholas Fiorillo, in furtherance of the NE Edge Enterprise objectives to expropriate Fiorillo's real property, monetary and data storage development/business assets, valued into the billions of dollars.

26. The Defendant, Kevin Hayden, is the current, Soros-backed Suffolk County, MA District Attorney, involved with the malicious criminal prosecution of Nicholas Fiorillo, in furtherance of the NE Edge Enterprise objectives to expropriate Fiorillo's real property, monetary and data storage development/business assets, valued into the billions of dollars and any ability for Fiorillo to be present in the housing courts, state or Federal courts in Massachusetts for fear of unlawful arrest and incarceration .

27. The Defendant, Brian Albert, was at all relevant times, employed by the City of Boston, MA as a Police Officer, with a principal business address of 1 Schroeder Plaza, Boston, MA 02110. Known along with fellow police personnel Powers and Dugal for their tarnished images, Albert was instrumental behind the scenes in the sting operation against Nicholas Fiorillo coordinated by defendant-attorney Kevin Peters, as well as involved with the planned stakeouts of various courthouses in Massachusetts, attempting to arrest Fiorillo on a bogus, "FTA" warrant. Whom had staked out Fiorillo home last week, and has been at every court hearing for the last year, in an

attempt to unlawfully jail him and surely have him murdered in the Suffolk county jail. All to obstruct Fiorillo rights to seek justice in any court of law in Massachusetts.

28. The Defendant, Michael Powers, was at all relevant times, employed by the City of Boston, MA as a Police Officer, with a principal business address of 1 Schroeder Plaza, Boston, MA 02110. Known along with fellow police personnel Albert and Dugal for their tarnished images, Powers was one of the responding officers to attorney Kevin Peters' office on June 6, 2022, and a key player in the botched "Operation Schoolhouse" which almost took the life of the wife of Nicholas Fiorillo.

29. The Defendant, Joseph Powers, is the Manager for the Town of Harwich, MA, with a principal business address of 732 Main Street, Harwich, MA 02645.

30. The Defendant, Harwich Police Department, is a law enforcement department for the Town of Harwich, MA, with a principal business of 183 Sisson Road, Harwich, MA 02645.

31. The Defendant, Karl Dugal, was at all relevant times, employed by the City of Boston, MA as a Police Officer, with a principal business address of 1 Schroeder Plaza, Boston, MA 02110. Known along with fellow police personnel Albert and Powers for their tarnished images, Dugal was one of the responding officers to attorney Kevin Peters' office on June 6, 2022, and a key player in the botched "Operation Schoolhouse" which almost took the life of the wife of Nicholas Fiorillo.

32. The Defendant, Anthony Alva, is another Soros-backed attorney for Raymond C. Green et als. with a principal business address of 3291 Main Street, Barnstable, MA 02630. Alva is involved with the day to day operations and debt collections for the Raymond Green Company, and is demanding his firms' legal fees, upwards of \$25,000, be paid by the Plaintiffs, in addition to the

\$10,000,000 which comprises of over 1000% in interest return, bogus lender fees and costs of collection. Alva was intricately involved in the collection, malicious prosecution and conspiring with the defendants in the illegal foreclosure actions of the note and mortgage on 3 Kales Way, Harwich Port, MA.

33. The Defendant, Tom Millar, is the Deputy Sheriff In Charge of Civil Processing at the Barnstable County Sheriff's Office, with a principal business address of 6000 Sheriff's Place, Bourne, MA 02532. Whom had continually threatened both Fiorillo and Fiorillo's wife of unlawful arrest if they where to "Step Foot" on their Family Home property, and conspired to trap both of them in an unlawful "frame up" for crimes they did not commit if they interfered with the unlawful 48 hour eviction that has been underway at the Fiorillo family home.

34. The Defendant, Robert Ahonen, is the Special Sheriff at the Barnstable County Sheriff's Office, with a principal business address of 6000 Sheriff's Place, Bourne, MA 02532.

35. The Defendant, Luiz Gonzaga is a Soros-backed private constable with a principal business address of 16 School Street, Hyannis, MA 02601. Working for Raymond C. Green and attorney Anthony Alva, Gonzaga is conspiring with the other defendants to usurp \$250,000 in personal items and contents from Plaintiffs' Home, in furtherance of the unlawful commercial foreclosure by the Green defendants. He has also conspired with the Harwich Police, the Boston Police, Clerks of Court and other John and Jane Doe defendants, to aid and abet the collection over 1000% in interest return, bogus lender fees and costs of collection from Plaintiffs.

36. The Defendant, Walter Moniz, is a local Barnstable businessman and Soros-backed Selectman candidate and CEO and President of W & W Moving and Storage, LLC, with a principal business address of 810 S 1St St # 812 New Bedford, MA 02744. This non-BBB accredited, F-rated company, has had multiple complaints lodged by individuals whose belongings were seized

and stored by them without express consent, and have had to be sued repeatedly, in order to return people's belongings to them. This is the Company selected by Anthony Alva to attempt to pull off an unlawful "move out" of the Fiorillo's possessions from their Harwich Port home in August of 2023. Whom has admitted he had no prior knowledge nor any order from any court to unlawfully move out the Fiorillo's, even though his moving company was place on the 1<sup>st</sup> unlawful 48 hour notice to move out. He was oblivious to any such "move out" during the week of August 15<sup>th</sup>, 2023, or so he has now stated.

37. The Defendant, South Coast Moving and Storage is the authorized moving company utilized by the Barnstable Sheriff's Office, with a principal business address of 447 Bolton St, New Bedford, MA 02740. Also a non-BBB accredited, F-rated company, this company has also been sued repeatedly after "eviction move outs" for breaking or otherwise losing the belongings of the people who successfully recovered from them. Steve Ecnomos has even threatened to assault Fiorillo if he had seen him on site.

38. The Defendant, Joseph Mattazoni, is a Soros-Deep-State-Operative (DSSO) funded "plant," who, with co-operative Elizabeth Winkelman, is alleged to have posed as "vacationers," who rented a part of the Family home and who has conspired to "frame up" Fiorillo in a rouse to prosecute him criminally, whereas the HPD, Soros controlled Secret Court DA's and Judges. With a listed residence at 16 School Street, Mill Valley, CA 94941, and 12 other "so called" addresses throughout the United States, 3 of which are located in and or around the CIA, DOJ, and the Pentagon. Mr. Mattazoni has been captured on the the Fiorillo home's "Ring" camera-audio, conspiring with other Defendants in a plot to criminally frame Fiorillo urinating on Plaintiffs' property, and is also suspected to have burglarized, vandalized and defecated the interior of the

property as well, with tacit approval by the Barnstable Sheriff's Department, which chose not to arrest and charge Mattazoni accordingly.

39. The Defendant, Robert Welsh III, like his father and grandfather before him, is a Soros-backed Judge, whose family has monopolized the Orleans District Court for over a half Century. With a principal business address of 237 Rock Harbor Road, Orleans, MA 02653, Welsh has done the bidding of Raymond C. Green and Co., by ruling in lock step with the Soros objectives aimed at expropriating the potential billion dollar data storage development project in Connecticut.

40. The Defendant, Elizabeth Winkelman, is a Soros-funded "plant," who, with co-operative Joseph Mattazoni, is alleged to have posed as "vacationers," interested in renting one of Plaintiffs' vacation properties. With a listed residence at 3 Gennaro Circle, Wayland, MA 01778, as well as 16 School Street, Mill Valley, CA 94941, Winkelman is instrumental in the latest of bogus criminal charges filed against Nicholas Fiorillo.

41. The Defendant, Christopher Veara, is another Soros-backed attorney for the Defendants Louis Delpidio, Paul Mattarese and Raymond C. Green et als, with a principal business address of 133 Falmouth Road, Route 28, Mashpee, MA 02649. Veara is involved with the day to day operations of debt collections for the Defendants, and is demanding his firms' legal fees, upwards of \$25,000, be paid by the Plaintiffs, in addition to the \$10,000,000 which comprises of over 1000% in interest return, bogus lender fees and costs of collection. Veara is also intricately involved in the collection, malicious prosecution and conspiring with the other defendants in the illegal foreclosure actions of the note and mortgage on 3 Kales Way, Harwich Port, MA.

42. The Defendant, David Guillemette, is the Chief of the Harwich Police Department, with a principal business address of 183 Sisson Road, Harwich, MA 02645. Whom has slow walked any prudently filed criminal complaints that the Fiorillo Family had filed at the local police. Whom is

involved in a massive cover up to hide his personal involvement, whom unlawfully order his officers to perpetrate unlawful stops, surveillance and even was fully aware that the 1<sup>st</sup> 48 hours notice to vacate was “FAKE” and announced such as Monday morning ROLL CALL, to all officers of HPD, but told the Fiorillo Family, late on Monday afternoon, on the eve of the move out, the movers where still coming to forceable move them out on the following morning. As he was conspiring all night, with the NE Edge Racketeers in a extortion plot to force Fiorillo to settle his claims against the Defendants and sign over the GotSPACE Data development or else be forcibly removed from the Family home in Tuesday morning.

43. The Defendant, Jonathan Roth, is also a Soros-backed attorney for Defendants Louis and Cynthia Delpidio, with a principal business address of 70 Walnut Street, Wellesley, MA 02481. Roth is involved with the day to day operations of debt collections for the Defendants, and is demanding his firms’ legal fees, upwards of \$25,000, be paid by the Plaintiffs, in addition to the \$10,000,000 which comprises of over 1000% in interest return, bogus lender fees and costs of collection. Roth is also intricately involved in the collection, malicious prosecution and conspiring with the other defendants in the illegal foreclosure actions of the note and mortgage on 3 Kales Way, Harwich Port, MA. Whom has been the most recent consiglieri who was actively involved in the multiple extortion plots to get Fiorillo to settle out and threatened and perpetrated multiple calls with Delpidio and Mattarese, who he had heard them threaten to kill Fiorillo on site, if he did not settle and allow Delpidio to by the Fiorillo Family home from Defendant Green and release them from the Federal Claims. Such extortion continues, and was ongoing on the two eves prior to each unlawfully 48 hour demand to move out of the Fiorillo Family home.

44. The Defendants W. and W. Moving Company, John and Jane Doe(s), principals, are co-conspirators and co-defendants and that are believed to have another “inside deal” with Raymond

C. Green and the other defendants named in this complaint, to unlawfully and forcibly remove the Plaintiffs from their family home, and usurp upwards of \$250,000 in contents and valuables contained within the 6,000 square foot family home of the Plaintiffs, as they have repeated this pattern of action in the past for Defendants and associate Harold Brown (deceased) as Defendants have a pattern of unlawful foreclosures and scam auctions. This criminal group intends to divide that assets and real estate which have been illegally foreclosed on by the defendants.

45. The Defendants John and Jane Doe, are co-conspirators and co-defendants also believed to have a stake in the 75%/25% “inside deal” with Raymond C. Green and the other defendants named in this complaint. Where this criminal group intends to divide that assets and real estate that has been illegally foreclosed on by the defendants, and who have conspired in a series of threats and extortion plots providing that if the Plaintiff does not turn over his property, the John and Jane Does would physically harm Fiorillo and financially devastate his Gotspace and Ocean Development businesses, if he did not give in to the demands of the defendants in this action.

### **FACTS**

46. On or about December of 2020, Nicholas Fiorillo approached Soros-backed, hard money commercial lender Raymond C. Green, for a “friend and family” loan to finance the purchase of the the Fiorillo Family home located at 3 Kales Way in Harwich Port, MA, located in close proximity to Wychmere Harbor. Upon review of the purchase agreement and receipt of a \$10,500 commitment fee, the Greens issued Mr. Fiorillo and the Ocean Vacations Realty Trust a commitment to fund the purchase and renovation of the subject property, requiring Fiorillo to put down approximately \$165,000 dollars of equity, with a rate that was initially promised at 6% with two points. Fiorillo accepted these terms, signed the commitment and put an additional large non-refundable deposit down on the property.

47. As the closing date approached, Raymond and Joan Green began to change the terms of the transaction, and continually made further demands and requirements which were not conditions contained in the original financing agreement. At this point, the seller of the property was becoming extremely concerned that the financing commitment from Fiorillo's lender was not genuine, and that the transaction would not close. The seller continually stated to Fiorillo that if the deal did not close by the date specified in the contract, they were going to keep all of Fiorillo's deposits as liquidated damages, sell it to the back up buyer and commence litigation against Fiorillo and the Trust.

48. The day before the long anticipated closing with Raymond Green, he called and informed Fiorillo that there would be a \$100,000 "last minute" loan fee added, which, if not paid, would cause him to abruptly revoke his funding commitment.

49. Green then immediately changed the original lending commitment to new terms far different from the previous ones represented in the terms of the original agreement. The interest rate escalated to 12 % with a total of 4 points added in addition to the \$100,000 loan fee, and also required a "pledge" of all of the Plaintiffs' other properties, which were ultimately encumbered to Raymond Green under a questionable "blanket mortgage" to Raymond and Joan Green. Nicholas Fiorillo, having no other readily available financing options, with the property in limbo and his deposit money in potential jeopardy during the height of the pandemic, closed the deal under extreme duress.

50. On or about June 18th, 2021, Nicholas Fiorillo, as trustee of Ocean Vacations Realty Trust, entered into a promissory note and move into the family home and borrowed money from an entity called 3 Kales Way Realty Lending Trust aka Raymond Green Inc/Ramond Green Trust, a shell Trust and alter ego of Defendant Green, that was comprised of some or all of the defendants.

Whereas Fiorillo was “bait and switched” at the closing closing, with upwards of \$450,000 more in investment and fees and points, with the note secured against the property located at 3 Kales Way, Harwich Port, Massachusetts, as well as properties located at 190 Mount Vernon and 156 Grant Avenue, in Newton, MA. The amount of note was \$1,200,000, with \$275,000 to be advanced for monthly service costs for the property.

51. After the loan closed the Fiorillo Family moved in and began renovation of their home immediately, with Fiorillo investing an additional \$350,000 to fund renovations to the property. Nicholas Fiorillo continually requested a loan modification, and was promised by the Green Defendants and others, at numerous times over the course of the loan, that this modification would be drafted for signing. Fiorillo did not relent and communicated via fax, e-mail, and telephone, attempting to receive this agreement over a period lasting six months, as the Greens originally represented a modification after six months. Some \$15,000 in additional money was paid by Nicholas Fiorillo to the Defendants’ attorney Nicholas Nesgos of the Soros-backed law firm of ArentFox Schiff, LLP, as a “legal retainer” for him to draft the promised forbearance agreement.

52. This type of back-and-forth continued on for months, with the defendants ultimately sending out multiple letters threatening foreclosure, then agreeing to “stand down,” if Fiorillo agreed to their ever-changing demands. The defendants would reaffirm their agreement to forbear the loan, while all the while failing to credit \$850,000 in payments made by Nicholas Fiorillo, on the 3 Kales Way loan. The defendants repeatedly promised to credit these payments over the last year, but never did, and could never provide an accurate payoff figure because of this.

53. It then appeared that the defendants would finally provide Fiorillo with the forever-promised loan payment credit of \$850,000, as well as a forbearance agreement. Then, as a last minute

condition, the defendants again demanded upwards of \$10,000,000 in monetary payment and assignment of collateral and to be paid to the defendants, none of which was due or owing. If Fiorillo agreed to these “last minute payments,” defendants represented that they would then stop their threatened foreclosure action.

54. Fiorillo made another additional payment totaling approximately \$850,000 in late winter of 2020, as was again promised by the defendants ad nauseam, that this payment would also be credited. Fiorillo was continually reassured that defendants would stop the foreclosure proceedings and properly credit his payments and allow Fiorillo to pay off the mortgage on the Kales Way property.

55. Then, only one day before the scheduled auction of that property, the plaintiffs were presented with the Defendant's payoff amount and loan modification agreement, reflecting an arbitrary figure of \$1,680,500, plus an additional payment and acknowledgment of an additional \$10,000,000 to be paid, the latter amount alleged to comprise late fees, alleged collection fees and penalties, none of which was due, owing or associated with the 3 Kales Way property.

56. The Plaintiffs, once presented with this payoff amount and a last minute demand for the additional \$10m collateral as well a cash payment of \$15,000 to Green's attorney, immediately protested, and stated they would contact the Attorney General's Office and file a complaint against all the defendants, for apparent predatory lending practices. Within the next day, the defendant's provided another forbearance agreement and payoff statement, this time with a \$356,791 payment demand, almost a \$90,000 dollar difference from the prior payoff. In addition, the defendants still demanded that Plaintiff pay \$15,000 cash, grant an additional mortgage, and assign their interest in two additional properties they owned, with a value of over \$50,000,000. This put the total

demand and encumbrances at \$1,680,000 in additional real estate value, to secure a loan with a face amount of only \$1,200,000 dollars with a true balance remaining of no more than \$650,000.

57. Fiorillo, directly and as trustee of the Trust, made additional payments and offsets to the principal and interest of \$850,000 to the Defendants. To date, after numerous requests, neither the Trust nor Fiorillo have received a standard balance statement sheet and/or verified payoff, reflecting all the payments made on their account.

58. Since at least 2014, Fiorillo has paid substantial sums of money to the defendants as interest payments, points, fees and principal in excess of \$12,500,000. The defendants have failed to provide a timely, true and correct accounting. Over the course of time, it is believed that the Defendants received \$850,000 from the Plaintiffs in payments and fees, which they have failed to properly credit against the mortgage on account.

59. From early summer 2021 to present, Fiorillo, as trustee, has requested payoffs from all Defendants and has been thwarted at each request, by either Raymond Green, the Corporation, or its agents. He was advised that he could stay at the property, part of which had become his family home, if he settled his RICO claims against Green and his fellow defendants, for their conspiracy to loan to the Ocean and Gotspace Data Development project, located in the state of Connecticut.

60. Then, the weekend of August 12th 2023 , as a 48 hour Notice to Vacate or be forcibly removed from their home weighed in the balance, the Defendants and their attorneys went in for the kill, and (“baited”) the desperate Fiorillo family to agree to a global settlement of upwards of \$20,000,000 in property turn over, deeds of property and additional collateral demanded by attorney Jonathan Roth and Veara and Nesgos, and a payment of upwards of \$180,000 legal fees for defendants Delpidio and Mattarse, and deeds to over \$15,000,000 in luxury vacation homes

not rightfully due to the Defendants, just to secure the forbearance, which the defendants had no intention of ever honoring.

61. On this Monday at the 11th hour and 59th minute, the Greens, true to form, “switched” the terms and demanded a collective \$10,000,000 in cash and real estate to be turned over, along with release of claims, or the Fiorillos were threatened to be forcibly removed from the property on Tuesday the 15th of August, at 9:00 am. Attorneys Anthony Alva, Johanthan Roth, and Nesgos the other defendants have been systematically blackmailing the Fiorillo family, and making a series of extortionist demands and criminal threats of murder, if the Plaintiffs did not agree to release of claims, counterclaims and pay monies not due or owing on the Kales Way property.

62. If Fiorillo did not sign a global release and agree to pay upwards of a whopping \$20,300,000 in cash and real estate, and release all parties for their illegal foreclosure actions as set forth in related claims in the Plaintiffs’ multi-billion dollar RICO action, all would be lost. The defendants have been extorting the threat of an unlawful 48 hour forcible move out, and threat of the Fiorillo’s minor children's schooling weighs in the balance, for such an unlawful foreclosure on the residential portion of a mixed use property, by way of an unlawful, of no force and effect sham foreclosure of a commercial mortgage instrument, in violation of Massachusetts law.

63. On Monday, August 14, 2023, the Greens, true to form, “switched” the terms and demanded a collective \$10,000,000 in cash and real estate to be turned over, along with release of claims, or the Fiorillos were threatened to be forcibly removed from the property on Tuesday the 15th of August, at 9:00 am. Attorneys Anthony Alva, Johanthan Roth, and Nesgos the other defendants have been systematically blackmailing the Fiorillo family, and making a series of extortionist demands and criminal threats of murder, if the Plaintiffs did not agree to release of claims, counterclaims and pay monies not due or owing on the Kales Way property.

64. If Fiorillo did not sign a global release and agree to pay upwards of a whopping \$20,300,000 in cash and real estate, and release all parties for their illegal foreclosure actions as set forth in related claims in the Plaintiffs' multi-billion dollar RICO action, all would be lost. The defendants have been extorting the threat of an unlawful 48 hour forcible move out, and threat of the Fiorillo's minor children's schooling weighs in the balance, for such an unlawful foreclosure on the residential portion of a mixed use property, by way of an unlawful, of no force and effect sham foreclosure of a commercial mortgage instrument, in violation of Massachusetts law.

65. On Tuesday, August 22, 2023, the NE Edge Racketeers served a second 48 hour notice to vacate, but this time had Barnstable County Sheriff along with Harwich Police detectives attempt to enter and arrest Nicholas Fiorillo for a bogus arrest.

66. The defendants have been continually extorting the threat of an unlawful 48 hour forcible move out, with threats of the Fiorillo's minor children's schooling weighing in the balance, for such an unlawful foreclosure on the residential portion of a mixed use property, by way of an unlawful, of no force and effect sham foreclosure of a commercial mortgage instrument, in violation of Massachusetts law.

67. Due to the defendants' failure to properly follow landlord-tenant eviction rules under 186(a) ss1-6 and violations of multiple other MGL laws and the Defendants willful conspiracy to evict Fiorillo from his home in violation of Civil Conspiracy under the 18 U.S.C. and M.G.L. conspiracy to commit a crime stemming from an unlawful eviction and extortion of the Plaintiffs coupled with the unlawful foreclosure for a commercial loan against a residential property and failure to ever issue a correct payoff figure on the note, Plaintiffs have been unable to consummate the refinance of the property, and pay off the first mortgage and now have been unlawfully evicted from their

Family home. Furthermore, Defendants are demanding possession and now are attempting to steal upwards of \$5,000,000 in value from their home and personal belongings, in addition have made demands to collect upwards of 300% interest and costs associated with this note that has now been paid in full, but have failed to demonstrate that said monies are due and owing. As the most recent extortion plot to evict the Fiorillo's , now theft of worldly possessions and "bait and switch" scheme to trick Fiorillo to show up at his home, to retrieve his possessions and defend his family and now "going dark" with no return calls or communication from the Harwich or the MSP to report the theft of two expensive automobiles and upwards of \$2,000,000, in contents and possessions is grand larceny. In addition the Defendants as of Saturday afternoon, have listed the Fiorillo home for \$2,500,000 and are selling it to an "insider" of the NE Edge Racketeers to clear title. The Soros-O'Neil NE Edge Racketeers continue to act as though the rule of law and order dose not apply to any of them and it is without question or doubt, the most grossly criminal violation of the basic civil rights to life, liberty and the pursuit of the American Dream, Soros must not be able to steal away our rights to free speech, rules of law and order and our very homes we live in, for his sinister conquest to take over the world and decimate our democracies.

**COUNT I – VIOLATION OF OF CONSUMER PROTECTION ACT  
MASS. GEN. LAWS. CHAP 93A ALL DEFENDANTS**

68. Plaintiffs reallege paragraphs 1 to 67 as included herein.

69. Plaintiffs are bona fide tenants in possession and have been unlawfully evicted by way of violations of MGL 186(a) 1-6 by way of unlawful foreclosure for a "FALSE NARRATIVE" of a non-payment loan that was NOT IN DEFAULT that was entered into a contract for loaning of money between the parties to purchase the Fiorillo Family home. The Defendants knowing and with intent used deceptive practices by failing properly serve and evict the tenants, failed to issue a timely, true and accurate payoff upon request and failed to credit payments that have now retired

the loan and no such monies is due. The Plaintiffs request was reasonable within the scope of the contract and claims his rights as a tenant have been violated and he has suffered greatly are continuing to suffer damages as a result of the Defendants unlawful acts to illegally evict him. There is a causal connection between the Plaintiffs harm and the Defendants direct, unfair and predatory actions and violations of landlord and tenant laws of found under 186(s) ss 1-6 and many other Massachusetts General Laws .

70. WHEREFORE, the Plaintiffs request, judgment in favor of the Plaintiffs and against the Defendants and demands his tenancy be reinstated and his property be returned to him and his mortgage be stricken as he has paid in full and awarded three time the mortgage amount advanced for the unlawful acts of the NE Edge Defendants, order the note/mortgage invalidated, order costs and attorneys fees in favor of Plaintiffs as such penalties for a commercial lender advancing monies on a residential family home, the court has the power to strike such hard money loan and award cost, fees and punitive damages.

**COUNT II – VIOLATION OF CONSUMER PROTECTION ACT  
MASS. GEN. LAWS. CHAP 93A - ALL DEFENDANTS**

71. Plaintiffs reallege paragraphs 1 to 70 as included herein.

72. On or about June 2020, the parties entered into a note for an amount of \$1,200,000 and moved into their family home and became homesteaded, where they have been extorted by the NE Edge Defendants whom consistently failed to give an adequate credit for monies paid to date. The Defendants have not demonstrated the note was credited properly and thus, the Defendants willfully and intentionally, have been and continue to deceive the Plaintiffs from receiving their full and final credit of such payments and a true and accurate of such payments and now are attempting to unlawfully evict them from their home.

73. The Defendants should not be allowed to profit from their deception and unfair practice to unlawfully evict and the Fiorillo must be allowed to live and quietly enjoy their home and not be unlawfully be forceable evicted thus the note should be rescinded as Fiorillo has PAID IN FULL the mortgage and the \$100,000 previously paid as upfront fees and points collections costs should be returned to Plaintiffs and in addition the property should be freed from the defendants mortgage.

74. WHEREFORE, the Plaintiffs request judgment in favor of the Plaintiffs in the amount of \$3,600,000, plus treble damages, order the note/mortgage unenforceable, order costs and attorneys fees in favor of the Plaintiffs and be free to live and enjoy the Family Home and not be unlawfully evicted without due process.

**COUNT III – VIOLATION OF CONSUMER PROTECTION ACT  
MASS. GEN. LAWS. CHAP 93A - ALL DEFENDANTS**

75. Plaintiffs reallege paragraphs 1 to 74 as included herein.

76. On or about June 2020, Plaintiff and the Defendants entered into a mortgage and loan agreement of \$1,200,000. Throughout the terms of the loan Ray and Joan Green and the other Defendants intentionally and willfully, deceived and committed an unfair practice by failing to give a true and timely payoff, an accurate accounting of the \$850,000 and timely renovations advances and adequately credit these payments and credits against the mortgage.

77. The Defendants should not be allowed to profit from their deception and unfair practice and thus the contract involving the pledge should be rescinded putting the parties back in their original position, prior to entering the pledge.

78. WHEREFORE, the Plaintiffs request judgment in favor of the Plaintiffs in the amount of \$1,200,000, plus treble damages, order costs and attorneys fees in favor of the Plaintiffs.

**COUNT IV – FRAUD “BAIT & SWITCH” - MASS. GEN. LAWS  
CHAP 93A - ALL DEFENDANTS**

79. Plaintiffs reallege paragraphs 1 to 78 as included herein.

80. The Defendants knowingly entered into a series of “bait and switch” loan contracts with the Plaintiffs knowing they would rely upon the statements of the Defendants. The Defendants never intended to follow through with the obligations of these contracts and/or notes. The Defendants knew the Plaintiffs would rely on these statements to their detriment. The Plaintiffs have been harmed as a result of the acts of the Defendants. Defendants Ray and Joan Green, Attorney Alva and Raymond Green Trust had no intention of providing the Plaintiffs with a loan at the terms and conditions as they had stated in June of 2020. The Loan Commitment was presented to Fiorillo to “Bait” and induce him to accept the credit offering from Defendant Joan Green only to be “Switched” into the last minute and pay 2 times the points and interest, and an upfront lender fee of \$100,000, with such fees charged unconscionable and in excess of 50% interest on money so advanced, less payments which have not been credited to the outstanding balance on the loans.

81. WHEREFORE, the Plaintiffs request judgment in their favor and against the Defendants in the amount of \$3,600,000, declare the note/mortgage unenforceable, order costs and attorneys fees.

**COUNT V – UNFAIR DEBT COLLECTION  
M.G.L. CH. 93, § 49 - ALL DEFENDANTS**

82. Plaintiffs reallege paragraphs 1 to 81 as included herein.

83. Raymond and Joan Green, Nicholas Nesgos, and the other defendants and their Corporation, are lenders/collectors and the Plaintiffs are debtors within said statutory scheme.

84. Over the course of the life of the note, Plaintiffs requested payoffs from Defendants, their Corporation and/or their agents. Rather than issue said statements in the standard custom and/or

practice within the industry, the Greens and Mr. Nesgos and the Corporate defendants have intentionally thwarted Plaintiffs in their effort to determine an accurate payoff through valid statements, to pursue an illegal foreclosure.

85. Further, all the defendants intentionally made statements that they knew would cause financial and legal detriment and hardship to the Plaintiffs. These statements were intentionally designed to cause the Plaintiffs to remit sums of monies not due and owing, based upon demand for payments in the form of property and money, of upwards of \$8,500,000 and an additional \$180,000 for legal fees not due or owing to their counsel, as they had no intentions of providing Plaintiffs with an accurate payoff and instead have forcibly attempted to enforce an unlawful 48 hour move out against the Plaintiffs, and displace them from their family home.

86. WHEREFORE, Plaintiffs request judgment in favor and against the Defendants for three times the loan advance plus \$12,000,000 in emotional and punitive damages. They request the note/mortgage be declared unenforceable, and an order for costs and attorneys fees.

**COUNT VI – REQUEST FOR DECLARATORY JUDGMENT  
PURSUANT TO M.G.L. CH. 231A, Sec. 1 ET SEQ, AND M.R.C.P. 57  
ALL DEFENDANTS**

87. Plaintiffs reallege paragraphs 1 to 86 as included herein.

88. Plaintiffs assert they are entitled to receive a payoff figure of the Note based upon its terms, including the application of all credits and payments.

89. Accordingly, the Plaintiffs believe the Defendants violated their right to receive such payoffs by delaying in its proffer as well as failing to provide for proper payments and credits and now are attempting an unlawful displacement of the Fiorillo family.

90. The Plaintiffs further believe that Defendants' payoff figure of \$2,350,000 included illegal and wrongful charges and interest not allowed under the terms of the Agreement and are in violation

of Massachusetts Usury Statutes, and that intervention by this Honorable Court is the only adequate remedy available.

91. The Plaintiffs cannot refinance the property without a full, fair and final payoff from the note that properly reflects that had been previously paid to the Defendants. Plaintiffs have overpaid upwards of \$12,000,000 in cash and Defendants have foreclosed on property that is not rightfully theirs for loans that were not in default and demands for 1000% interest in some cases, unlawfully with demands levied against the residential home of the Plaintiffs.

92. Lastly, the Defendants are indicating their intent to unlawfully take possession of the family home and forcibly move out the family in less than 24 hours while the validity of the note is still in question.

#### **COUNT VII – NEGLIGENCE - ALL DEFENDANTS**

93. Plaintiffs reallege paragraphs 1 to 92 as included hereinafter.

94. Raymond Green and attorneys Joan Green, Attorney Alva and all of the defendants, owed a fiduciary duty to the Plaintiffs to maintain a proper accounting of any/all monies owed by the Plaintiffs to the Defendants. Upon their reasonable request, the Defendants breached this count by failing to issue a true and accurate, fair and final payoff. The Plaintiffs have then and are continuing to be damaged by their direct and proximate acts.

95. WHEREFORE, the Plaintiffs request judgment in favor and against the Defendants, in the amount of \$12,000,000. They request the note/mortgage be declared unenforceable, order costs and attorneys fees.

#### **COUNT VIII – MISREPRESENTATION - ALL DEFENDANTS**

96. Plaintiffs reallege paragraphs 1 to 95 as included hereinafter.

97. Defendants Raymond and Joan Green intentionally misled Plaintiffs, by inducing them into a loan commitment they had no intention of funding. Only to steer the Plaintiffs at the last minute to enter into another loan commitment with Defendant Green and his corporation that was unconscionably more expensive which demanded exorbitant fees and points the Plaintiff would have not normally agreed to. Defendant's demands and conspiracy to collect upwards of \$8,500,000 and \$180,000 dollars as a legal fee and demand a global settlement and release of claims of from the RICO action the Plaintiffs have pending against the Defendants, they had no intention of honoring, and demanding some \$1,100,000 not due on account and additional demand of the grand total of \$23,300,000 not due or owing, which is unconscionable.

98. The misrepresentation occurs, by knowingly causing Plaintiffs to enter into a note/mortgage or Commitment to fund and later unlawful foreclosure of a commercial mortgage and now 48 hour Demand to vacate or be forcibly removed from their family home which the Defendants did not intend to comply with their obligation therein, and to deceive said Plaintiffs by using an alleged false commitment to dupe the Plaintiffs into relying upon Defendants' statements and/or financial documents and demands for property, family homestead and release to forgo the defendants unlawful foreclosure and demand for possessions that the Plaintiff's would rely on, is unlawful.

99. WHEREFORE, Plaintiffs request judgment in favor and against the Defendants, in the amount of 12,000,000. They request the note/mortgage be declared unenforceable, order costs and attorneys fees and other punitive damages, costs and fees a jury may award.

**COUNT IV – CONSPIRACY TO COLLECT UNLAWFUL DEBTS UNDER  
RACKETEERING INFLUENCED CORRUPTION ACT 18 U.S.C. 1962-1964 ss et al,  
MGL c.93, § 49 AND OTHER LENDER LIABILITY CLAIMS IN VIOLATION OF  
MASSACHUSETTS RESIDENTIAL EVICTION AND LENDING LAWS AND  
MASSACHUSETTS BILL OF RIGHTS  
ALL DEFENDANTS**

100. Plaintiffs reallege paragraphs 1 to 99 ( as included hereinafter)

101. Defendant George Soros, Thomas O'Neil, Raymond and Joan Green and all of the defendants, intentionally misled Plaintiffs, by inducing them into a loan commitment they had no intention of funding to only then attempt to unlawfully foreclose then later attempt to unlawfully evict the homesteaded occupancy without due process and conspire to extort monies and property not due or owing the Defendants. Only to steer the Plaintiffs at the last minute to enter into unsurious settlement agreements and forbearance agreements with Defendants, with the threat of murder, unlawful arrest and unlawful eviction hanging in the balance. That the Soros-O'Neil NE Edge Racketeers and Green and his corporation that was unconscionably not lawful in violating rights to occupy the family home free from unlawful eviction without due process of law. The Defendant's demands and conspiracy to collect upwards of \$8,500,000 and \$180,000 dollars as a legal fee and demand a global settlement and release of claims of from the RICO action the Plaintiffs have pending against the Defendants, they had no intention of honoring and demanding some \$2,350,000 not due on account for default fees and interest that was not lawful nor due and additional demand of the grand total of \$23,300,000 not due or owing is unconscionable.

102. Claims A. Whether Defendants – in their effort to unlawful evict and and collect a debts not due and obtained settlement of other claims, have criminally conspired to evict the Fiorillo's, have purposefully tried to deceive the Court, in violation of Mass. R. Civ. P. 60(b)(3) and Fraud on the Court Based on the Defendants' false statements and deceptive tactics described in the examples above, the Plaintiff shows cause for the Court to hold an evidentiary hearing, as required under Rule 60 and or 56 which upon further review of the record and Discovery will provide additional evidence that

shows Defendants have for years, purposefully tried to deceive the Court, while attempting to collect a commercial debt against a residential home. Whether the Defendants' deceptive tactics and false statements used to collect a debt violate M.G.L. Ch. 93, § 49 - Fair Debt Collection Practices The above-referenced examples from early testimony in front of this court and in the referenced show that the Defendants: (1) have continued to bring unfounded allegations that the Plaintiff is "IN DEFAULT FOR NON PAYMENT" when the Defendant in his own words, stated to Fiorillo, that: "my agreement with you, was that when you sold the property or refinanced, I would be paid."

103. Whether the Defendants' have made false statements and used deceptive tactics to either injure, damage and/or cause greater hardship to the Plaintiff – in their efforts to collect a debt, thus constituting Libel/Defamation violations and the intention to cause Emotional Distress under M.G.L. Ch. 265, § 43. The above-referenced examples from 06-07-2020 and 08-14-2023 clearly show the Defendant's intention to injure and defame the Plaintiff and unlawfully remove the Plaintiffs from their Family home by way of a 48 hours unlawful move out. Whether Defendants colluded in order to reach a corrupt and predetermined outcome, thus committing Civil RICO violations under 18 U.S.C. § 1964 The Defendants colluded in an effort to reach a criminally extort predetermined outcome - brushing aside this legal remedy; choosing instead to defame, damage and cause greater hardship to the Plaintiff and forcibly collect on a commercial mortgage of against a residential homestead, and forcibly attempt to extort Plaintiffs to settle and pay up many millions of dollars and release of actionable claims against the defendants.

104. Whether the Defendants' false statements and deceptive tactics constitute acts of Bad Faith and Extortion in violation of Massachusetts law. After a thorough review of the historical record and the evidenced examples described above – any objective observer would conclude that all the Defendants have repeatedly exemplified acts made in bad faith while attempting to collect unlawful debts by way of criminal extortion and threats to harm Plaintiffs. Relief is warranted, based on the evidenced violations of record and the Plaintiff's rights under the law to damages available under the FDCPA, M.G.L. Bill of Rights and M.G.L Unlawful Residential Mortgage Foreclosure Protection.

109. A jury trial is in order with regard to the underlying debt due, with this action brought to stop the unlawful foreclosure of a commercial mortgage on a residential property, and award damages and offset to the fullest extent allowed by Massachusetts law, and void such unlawful mortgage and award damages commensurate with such harms incurred by Plaintiffs against any and all named Defendants, individually.

WHEREFORE, the Plaintiffs requests this Honorable Court to:

- A. Enjoin the unlawful eviction and stay the execution and unlawful 48 hour entry and forcible move out of the Fiorillo family and the eventual sale of the property to Defendants insiders Louis Delpidio and Paul Mattarase and any John Does, of 3 Kales Way, Harwichport, MA; restrain Steve Ecomonos, Luiz Gonzaga and W. W. Movers from conducting any “move out” and posting of a 48 hour Notice Eviction, and stay the execution and move back all contents that have been unlawfully removed and put back in their proper place and conditions.
- B. Compel the alleged Defendants to appear at a trial and to produce a final accurate payoff good through October 30, 2023 and allow proceeds to be paid into court, until full

adjudication of this matter and/or refund upwards of \$5,000,000 the Plaintiffs have paid on account and move back in the Plaintiffs into their Family home as they where not lawfully evicted;

C. Enter said injunction and stay of unlawful execution and possession in favor of said Plaintiffs and Trust against said all Soros-O'Neil Defendants and Lender(s) and all Defendant(s) for the duration of proceedings, to enjoin them from continuing unlawful collection activities against them by foreclosure actions against the Plaintiffs, their companies and real estate holdings, and allow such time to refinance lenders encumbrances and pay into court under protest if any monies are in dispute;

D. Prevent said Lender(s) from evicting, repossessing, selling, conveying, foreclosing, transferring, assigning and/or exchanging the mortgages recorded in Massachusetts and Barnstable County, Registry of Deeds, encumbering real estate and land, until the court renders a final decision and further relief and awards actual, proximate and punitive damages to the fullest extent of the laws in the Commonwealth for the Defendants willful violation of laws that are inclusive but not limited to the following of the Commonwealth and such Federal provisions that are so alleged under the Racketeering Influenced and Corruption Act found under U.S.C RICO for the unlawful conspiracy to evict the Plaintiffs and extort Nicholas Fiorillo to settle his claims and rights to money damages against the Defendants, under the following laws of both state and country:

Actual damages under	MGL C 260 ss 5 et seq
Unlawful Eviction(s) 5	MGL 186A ss 1-6
Extortion by False Report of Crime	MGL 265-25-A
Assault and Battery to Collect Loan	MGL C 265 ss 13 c

Harassment, Criminal Extortion.	MGL. C 265 ss 43 A (a)
Usury, Loan Sharking	MGL. C 271 ss 49 (a-f)
Wiretapping Electronic Eavesdropping	MGL C 272 ss 99 (a-f)1
Conspiracy to Collect Debts and Murder	MGL C 274 ss et al Ss
Statutory damages under	MGL C 260 ss 5 et seq
Civil Conspiracy under R.I.C.O.	18 U.S.C 1964(a-f)ss

- E. Award actual punitive direct and/or proximate, emotional damages and costs, fines and sanctions and attorney's fees/ to the Plaintiff's under MGL 186a ss 1-6, MGLc 260 ss et seq through MGLc 274 ss et al and other damages and relief afford to the Plaintiffs under the laws of the Commonwealth;
- F. Plaintiffs have shown without question or doubt irrefutable evidence which shows cause for Punitive damages as evidenced, for all verified breaches of Massachusetts state law and unlawful eviction from homestead under MGLa ss1-6. It is crystal clear that the Defendants George Soros, Thomas O'Neill III, Raymond Green, George McLaughlin, Joseph, Steven, and Michael Powers, and other co-conspirators of the NE Edge Racketeers, are guilty of violating the civil rights of Nicholas Fiorillo and forcebale evicting him from his home without due process and have extorted his homestead to gain upwards of \$100,000,000 in property and cash and release of claims and loose his rights to tenancy. Whereas the Plaintiffs have been afford under God and the United States Constitution, civil rights to legally defend their rights to life, liberty and the pursuit of the American Dream afforded to all citizens of this great Country, we must remain free and stand brave against any defectors who take up arms against the rights and freedoms that our founding fathers,

mothers, sons, daughters and veterans who came before us, pledged to live free or die for this great nation, under God and Country.

Signed under the pains and penalties of perjury, as to the facts in this amended Verified Complaint.

Dated: August 28, 2023

Respectfully Submitted,

Nicholas Fiorillo, Pro Se  
Ocean Vacations Realty Trust  
by and through its Trustee,  
Nicholas Fiorillo  
/s/Nicholas Fiorillo Pro Se \_\_\_\_  
Harwichport, MA, 01609  
(508) 776 7219

**VERIFICATION**

I, Nicholas Fiorillo, have personal knowledge of all of the facts stated above and hereby swear under the pains and penalties of perjury that all of those facts are true and accurate.

/s/Nicholas Fiorillo  
SIGNATURE

August 28, 2023  
DATE: