

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT
DEPT. OF THE
TRIAL COURT

C.A.NO.: 2184-02894-H

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SAMUEL B. SPITALNY, et al,)	E-FILED 1/20/2022 (LAW)
)	
Plaintiffs,)	
)	
v.)	
)	
)	
GOTSPACE DATA EQUITY FUND,)	
LLC., et al,)	
)	
Defendants/Reach-and=Apply)	
Defendants.)	
)	
)	

**AFFIDAVIT OF NICHOLAS FIORILLO IN SUPPORT OF DEFENDANTS’
EMERGENCY MOTION TO DISQUALIFY ATTORNEYS GEORGE A.
McLAUGHLIN, III, MATTHEW E. BURKE, JOEL E. FALLER AND
THE McLAUGHLIN BROTHER’S P.C. BASED ON IMPERMISSIBLE,
NON-WAIVABLE, AND UN-WAVED CONFLICTS OF INTEREST**

I, Nicholas Fiorillo, make this affidavit based on my personal knowledge under oath:

1. I am a real estate development professional with more than two decades of experience identifying tremendous value add commercial and high-end luxury real estate development opportunities and institutional self-storage assets and more recently, large scale digital infrastructure opportunities throughout the United States. I have been successful in the facilitation of tens of millions of dollars of middle market debt and equity capital for these such assets, under the Ocean and GotSPACE portfolio brands of our real estate, land and intellectual property investments. GotSPACE has been a strategic partner with publicly

traded self-storage REITs, where these national companies manage our self-storage portfolio assets under the Lifestorage brand, (LSI,NYSE).

2. I am the founder of the “start-up” Gotspace Data Partners and I am the acting CEO of the regions most exciting digital infrastructure company “www.gotspacedatapartners.com”. I am the CEO of the parent company, Gotspace Development and operate these various companies, in a closely held corporate structure of the many companies that are the subject of this very litigation. I am certain, I am a victim of a nefarious and unlawful debt collection action by this group of certain individuals that are my enemies, have “ganged up” on me and are perpetrating a sophisticated sinister and clearly criminal “coup d' etat through their abuse and fraudulent legal actions they have taken against myself and our development companies, Ocean Development and Gotspace Data and Storage and all of corporate affiliates that are controlled by me.
3. I am certain I have been victimized by a criminal and illicit predatory loan to own investment enterprise and there is a “deep state” concerted effort by these certain individuals, and their “loan to own shops”, shell corporations and their own “busted out” and insolvent development company Verde Group, that are now attempting to usurp what ever monies and propetry that may be left from their previous pilfering of the Verde Groups assest that Thomas Quinn and Stewart Bournstein embezzled out of the Verde Company in their now transparent pattern of “loaning to own” other real estate development companies in the States of Connecticut, Rhode Island and Massachusetts as they have been operating their many different loan to own type shell corporations, that they set up clearly to usurp and embezzle tens of millions of dollars from as a what is clearly a “well oiled” money laundering and loan sharking enterprise
4. I have just had discussions with the widowed, Mrs Donna Greene, the heir to the now insolvent, Verde Group land company, where she herself had explained to me, where she has also been victimized and villinized by. I am certain and have now been able to confirm, she has also been attacked and defrauded by many of the same nefarious individuals that have now targeted the Ocean and Gotspace companies development companies and myself for a matter of years.
5. This group of “bad actors” some of whom are attacking this poor woman, Mrs Donna Greene, is now looking to complete foreclosing on her family home and are pursuing a 30 million dollar, suspect judgment against her personally, that was left over from the carcass of just another one of this groups “shell-shill-corporations” they have “busted out” once again, over the many years of their suspect real estate “loan to own” development deals, questionable auction fixing and short sale schemes, that Stewart Bourstien, Thomas Quinn and George Mclaughlin have been perpetrating both together and a part for matter of many years. Mrs Greene, as the grieving widow of the now deceased Mr Joel Greene, whom I believe took sick and was demoralized at the hands of these bad actors.

6. Mrs. Greene is being clearly targeted in what I consider a sophisticated “loan to own” scheme that has been perpetrated and orchestrated by George McLaughlin, Thomas Quinn and their hard money investors Stewart Bourstien. All these individuals have been clearly focused on financially ruining their victims and attempting to usurp upwards of what could be upwards of 1 Billion dollars, in digital infrastructure and traditional institutional real estate and intellectual property appreciation, that the Gotspace and Ocean Family of companies and quite possibly the Verde Groups, sole majority stakeholder, Mrs Donna Green owns and controls in the State of Connecticut.
7. Raymond and Joan Green, Peter Spitalny, Samuel Spitalny and Jacob Spitalny, Thomas Quinn, Stewart Bourstien, Shane Brady and Steve and Larry Quillinan with the tactical legal control of my former attorney George McLaughlin and Jeff Helman, the “bad actor” co-conspirators. Have been using such predatory collection tactics, to extort myself, my family and my many companies, out of many millions of dollars in cash and property not due or owing them, where they clearly have demonstrated a pattern of “loan to owning” innocent companies and their stakeholders for matter of many years.
8. I am super majority stakeholder and sole manager in many of our corporate affiliates and the sole member, holding at least 95% of the voting rights and equity, where I have been able to successfully create tremendous value add real estate and digital infrastructure development opportunities and have been bringing them to fruition for a matter of years, while delivering substantial profits to those investors, partners and supporters that have have believed in my abilities and our development companies trajectories in the digital infrastructure and other exciting real estate investments opportunities.
9. Over the last year, I have worked tirelessly, often times between 80- 100 hours a week, feverishly moving the corporate objectives of our companies forward, where we have been successful in recent years in facilitating upwards of 45 million dollars of capital investment for the companies development objectives. It has been accomplished, through a combination of my own personal funds, traditional lending and banking institutions and drawing down on lines of credit and pledging collateral, such as my personal residences, to hard money lenders.
10. I am certain that Gotspace Data Partners and my affiliated companies will be successful in their forward pursuits and eventual direct public offering plans to raise upwards of 3.5 billion dollars of capital that will be invested, as Gotspace looks to development the New England Data Corridor. Gotspace Data and Ocean Development Precinct 1, have contracted upwards of 1500 acres of extremely valuable land for the development of 6.5 to a scalable 10 million square foot digital infrastructure pipeline in the New England region. Demand is extremely high, for such digital infrastructure opportunities and it is extremely difficult to identify and entitle the site specific land that is necessary to support the development of hyper-scale data centers and multinational data content

providers. Such developable land must be located in close proximity to sufficient municipal utilities, including broadband-fiber and plentiful and affordable electricity.

11. As part of Gotspace Data and our affiliate companies forward path, we plan to acquire our now fully entitled data campus land throughout the state of Connecticut. The company has had a tremendous amount of success and has just installed Michael Grella as it's COO, the former Chief Counsel of Amazon and AWS, and director of infrastructure and e-commerce solutions, world wide. Where since Grella's appointment, Gotspace has been in multiple discussions with many multi-national strategic data center operators and are planning to break ground on our first 32 MW data center campus by the 3rd quarter of 2022. The company's critical path and forward objectives are to joint venture with many of the world's fortune 500 companies, investment banks and digital content and data storage providers and aggressively pursue digital investment opportunities.
12. I founded and formed Gotspace Development over many years ago and more recently founded Gotspace Data Partners, LLC and our affiliated subsidiary Gotspace entities including but not limited to Got Space Data Partners, LLC; Gotspace Data Equity Fund, LLC; Gotspace Equity Fund 1, LLC; and Gotspace Equity Fund One LLC and Gotcapital LLC. As Gotspace and it's affiliates had set out to become the master developer of the New England Data Corridor, we expects the total value creation of this infrastructure project will be between \$5 billion and \$8 billion dollars and could provide over \$750,000,000 billion dollars of economic benefit to the state of Connecticut and the rest of New England.

Attorney Mclaughlin's Prior Representation of Nicholas Fiorillo and his Affiliate Companies 2018-2021.

13. In 2018, Gotspace Development, had earlier identified a lucrative large scale mixed use development opportunity and sought out to partner with a regional strategic development partner. I reached out and approached Dick Anagnost and Shane Brady and the three partners then agreed to be come equal 1/3 stakeholders in a “tenant in common” partnership to the acquire the Swansea Mall Property (the “Mall Property”) located at 262 Swansea Mall Drive in Swansea, Massachusetts.
14. Through my relationship with Lifestorage, I was initially asked to pursue the project with LSI, in hopes, that Gotspace would joint venture the self-storage component of the project with the national company. Where once the development was completed and cash flow stabilized, they would acquire our self-storage facility and place it into their REIT. I was able to negotiate an amazing acquisition strike price with Carlyle Partners, LLC for a substantially reduced price, some 12 million dollars less than what the seller had still owed his lender. Where Gotspace identified the almost 100 acre

development site, and formed a partnership with a very successful regional developer, Agangnost Companies and the questionable developer Shane Brady. This prime location would soon become a \$250m, mixed use development, including market-rate apartments, retail space, a large scale self-storage facility and possibly the new home of the Town of Swansea's "Town Hall" and affiliated municipal offices.

**Attorney Mclaughlin Contradicting Statements and True Intentions of his Actions
are exposed**

15. At the January 14, 2022 hearing in front of Judge Loche, it was discovered that Mclaughlin Brothers Firm and my former attorney George Mclaughlin was in fact attempting to "game the system" and had clearly been conspiring by divulging "privileged and confidential information", that only he could of know, about the Swansea Mall development deal and forced "push out" sale of Ocean Development Holdings equitable share in the Swansea Development to himself. It is apparent and quantified, there has been numerous violations of the rules of professional conduct that my former Attorney clearly should be immediately disqualified for and immediately be suspended from the Massachusetts Bar, along with and his law firm of Mclaughlan Brothers from being in any position adverse to myself or my companies.
16. McLaughlin has now taken on, as much as 4 questionable collection actions against me in retaliation to my filing of a BBO complaint against him and his firms, for exposing his many heinous violations of the rules of professional conduct and usurping of my real estate development opportunities. Where he has stated on the record, quite boastfully, that he owns a lot of real estate and people just happen to come to him with investment opportunities, he chooses to invests in. Mclaughlin has often boasted and bragged to me, he never uses his on money to invest in opportunities and he has been using OPM "other peoples money" where he often brags that most if not all of the funds, he had put "out on the street" was from the "Tip" O'Neil Family.
17. In my own experience and now discovering at least two other real estate developer "victims". and learning about Mrs Donna Greens horrible story of predatory abuse, by the same bad actors that have been attempting to take Gotspace and Ocean down down, these group of bad actors , coupled with Mclaughlins, lawless actions, in both the court system and out on the street. I am certain, what he has done to both my self and others, like Mrs Greene and others, is criminal and he should be prosecuted for his continued pattern of taking advantage of his former clients and stealing their money and property.

Mclaughlin's Tactical Control of the Bad Actors and their attempts to financially bankrupt myself and my companies.

18. Mr McLaughlin's modus operandi in life is to “lawyer to own” his victims and usurp business and real estate opportunities from his own clients – he has a well established pattern of such nefarious acts, where he outright bully's and steals his way into such real estate deals. He has been rather successful in his endeavors, and has even forced his own clients into bankruptcy for collection of his legal bills and has used such leverage to usurp millions of dollars of property and money, he was never entitled to. Often times, Maclughlin seeks out these certain clients or “victims”, that are in financial trouble and in controversial land disputes with towns and cities, that are plague with stalled or stymied entitlement issues, that need to be settled in short order.
19. He initially conned me into thinking his legal guidance and advice was genuine and proper and now has taken up arms against me and my many companies in a consorted attempt to financially ruin me and my companies and I believe, usurp my multi-million dollar real estate portfolio. He has now claimed on the record at this past hearing, I am now some how his “Partner” in the GS Beverly and GS Gloucester self-storage facilitates, these same properties he earlier had represented on the record at the very same hearing, under oath to the judge, he had no financial or equitable interest in.
20. As a result of the financial market “hard stop” during the pandemic my companies became involved in protracted purchase disputes, with certain sellers that where looking to usurp over 1.5 million dollars in good faith deposit monies my companies had invested into the purchase deposit contracts on the properties such 330 Charger Street Revere MA, and other self storage assets that Gotspace was in the process of acquiring n Manchester New Hampshire, Bourne Massachusetts, Cranston and Warrwic Rhode Island, King of Prussia Pennsylvania and Miami Beach Florida. All of these properties where contracted and under purchase with my company, Gotspace and Mclaughlin was actively representing me in these real estate pursuits. As a result of the COVID-19 impacts, my lender, Bluevista Capital was extremely slow in closing on the almost \$30 million dollar loan that my company had obtained as the pandemic started to wane in the later winter of 2021.

Attorney Mclaughlin Tortious Interference with Contracts and Forward Pursuits of Gotspace Self-Storage and direct and proximate cause of Future Equitable Appreciation of Such Self-storage Assets and Data Assets from such Interference.

21. It is obvious to me, he has struck some sort of multi-million dollar hybrid contingency fee agreement to usurp my property and money as he has aligned himself

with my adversaries, S & Q Data, Raymond Green, Thomas and the Spitalny family. Where he may think he will be successful in his role as consigliere to Raymond Green, Thomas Quinn and the Spitalny Family, in their efforts to pushing myself, Gotspace Data and our numerous affiliated companies, into financial ruin.

Swansea Mall Redevelopment Project and McLaughlin Tortious Interference and Embezzlement of upwards of 20 Million to 50 million in squandered Development Appreciate to the Detriment of his Nicholas Fiorillo and Gotspace Development

22. Attorney George McLaughlin had already been previously working for myself and my companies for a matter of many months, on my various real estate development pursuits and in the spring of 2019, I engaged George McLaughlin, III (“George”) and his firm, McLaughlin Brothers, LLC (the “Firm”) (collectively “McLaughlin”) as counsel to advise me and Got Space, LLC (“Got Space”) with regard to the rezoning and permitting of the Swansea Mall redevelopment project as I was now set to close with Brady and Anagnost and the Carlyle Swansea Partners, LLC.
23. On April 17, 2019, I forwarded an email chain between my company and the sellers’ attorneys attaching the signed purchase and sale agreement for one of the parcels comprising the Mall Property to George. George responded stating that he had begun to review the Lease as amended (the Walmart Lease), the ECR, and the P&S. He then wrote: “I need the following: 1. Any amendments to the ECR; 2. The first lease amendment dated 12/5/08; 3. The P&S for the main parcel dated 4/1/19 and the first amendment.” [Ex. 2, 4/17/19 Email to George.]
24. At no time was Maclaughlin to be a partner in the Mall Property and I considered him to be my attorney on the deal based on my extensive phone and email correspondence with him and his continuing legal advice on the transaction. He did in fact “gaslight” his potential loan to me, but I now realize that Brady and him had their scheme to usurp the property and the 20 million in value that was not rightfully theirs.
25. At no time did George advise me that he was not my attorney on this deal and during our “honey moon” period where he was representing me on numerous real estate deals, my companies were perusing.
26. During the course and scope of McLaughlin’s almost 3.5 year representation of me and my many development companies, including Got Space on the Mall Property deal. I provided extensive confidential and privileged information to my attorney , including the disclosure of personal and corporate financial information and

information regarding my business strategies in order to help facilitate his representations of me in the many deals I had going at the time.

27. I relied on the legal advice Mclaughlin, where he provided consultation with regard to the Mall Property and multiple self-storage deals, the Newport Beach Club deal and even at one point or another, the GotSPACE Data Partners deal. His proffering of information from me and most recently conspiring to simultaneously usurp my Swansea mall ownership and sale proceeds is despicable. I considered him to be my attorney and trusted advisor in the mall transaction. GF Funding, LLC (“GF”). Dick Anagnost also took an ownership stake through SMI Holdings, LLC (“SMI”); and I took an interest through Ocean Investment Holdings, LLC (“Ocean”). Mclaughlin conned his way into the deal with Brady's help and usurped 28% from Ocean Investment Holdings, through Mclaughlin now transparent “I promise to advise his clients in good faith and “loan to own” scheme has been perpetrating in the Commonwealth.

Swansea Mall Extortion at Acquisition and at Forced Partnership Freeze Out.

28. On March 6, 2019, on behalf of Got Space, LLC, I entered into binding Letter(s) of Intent (“LOI”) with the seller of the Mall Properties, Carlyle Partners, LLC, to purchase the two parcel, 88 acre, 550,000 square foot, dark mall, for approximately \$6 million and was successful in negotiating this great purchase for the 100% benefit of my development company GotSPACE. [Ex. 1, Swansea Mall LOI.]
29. In the course of McLaughlin’s representation of myself and Got Space and my many other development companies, McLaughlin provided me with legal advice including but not limited to review of the Walmart lease which affected the property, Easements with Covenants and Restrictions (“ECR”) with Walmart, the purchase and sale agreement, financing, and zoning and legal matters with the Town of Swansea (the “Town”).
30. By way of example, in an April 13, 2019 email to McLaughlin, I updated George on the status of the deal, Walmart’s agreement to the ECR, and the fact that his skill set, and his firm’s name would be helpful in dealing with the Town. I also attached a letter, *in confidence*, regarding Walmart for McLaughlin’s review. [Ex. 2, 4/13/19 Email to George.]
31. On April 13, 2019, I forwarded this email to Shane Brady (“Brady”), who I had previously agreed to joint venture the partnership that was to be Brady, Dick Anagnost and myself as equal, tenant in common 1/3 owners of the project. In exchange for my

100% control and assignment of my contract purchase rights, almost 12 million below what the bank was owed on the project, Brady immediately agreed to front 100% of the capital. I needed for the investment the partnership needed to close on the deal that was now, fast approaching.

32. In one of my many emails and numerous calls to Brady and Mr. Anagnost, I extolled the benefits of having attorney McLaughlin, as our permitting and zoning attorney. I also tapped McLaughlin personally, to advise on my deal with my two other partners, as McLaughlin had continually purported himself as my “secret investor” looking for a 10% return on whatever money I have may needed. Where he bragged about how he was sophisticated and very experienced real estate lawyer/litigator and private money lender. Specifically, I mentioned McLaughlin’s reputation in obtaining successful results for clients and wrote “George is the guy to get us a supermarket and whatever else we need on that site!!! The best damn ‘land use bazooka litigator’ you can get!” [Ex. 2, 4/13/19 Email to Brady.]
33. On April 14, 2019, I forwarded the Brady email. [Ex. 2, 4/14/19 Email to George.] At no time did George respond to any of these emails disavowing that he was providing me and my partners anything else other than legal advice to and/or for Ocean or my Got Space Companies and the newly formed holding company, Ocean Development Holdings. Which I had then set up for the beneficial stakeholders of this great project. As the multi-million dollar closing was fast approaching, McLaughlin, was insistent that he lend me some part of the funds needed and to tell Brady that he “McLaughlin” had my end covered. I had too much money now available, almost 2 million that Brady had committed for my financial investment into the deal.
34. Only did both Brady and McLaughlin, “bait and switch” me at the last minute, where now McLaughlin had demanded 20% stake and Brady demanded another 8% stake and I was forced into accepting a mere 5% stake, when the dust settled at the table. Whereas my true 33% stake is now worth well in excess of 20 million dollars in eventual development profits, long term cash flow and millions of dollars in tax benefits. I have still to this day, never received the full and final consideration for GotSpace's assignment of its 100% beneficial contract rights. This past winter, at the direct tactical control Brady and his Attorney Partner, George McLaughlin, they have now attempted to silence my claims to the entire project and have in fact been working with Ray Green and the Spitalny family to financial ruin me.
35. Where McLaughlin had tried to extort over \$950,000 in cash from me, that was not due his office he served upon me, threatened usurp my 5% stake and financial bankrupt me, in his pursuit of when all tolled almost 1 million dollars, that now Brady demand I pay or else I would forfeit my stake. What choice did I have, when in totality the very predatory debt collection actions that have now been launched against me, where actually used as

further leverage to usurp over 20 million in profits, I was forced under financial and physical duress, to sign ownership papers over to my attorney and Shane Brady on the eve of their now three unlawful collection actions they had frivolously filed in the state courts of Massachusetts and Connecticut. Brady and Mclaughlin had now benefited once again, as I had at one point, trusted both of them for business and legal advice, they have now usurped the rightful ownership away from my companies benefits, with their nefarious “bait and switch” to “loan to own” scheme.

Mclaughlin's Nefarious Debt Collection Activity with his Co-Conspirators Shane Brady, Raymond Green, Joan Green, Thomas Quinn Peter Spitalny, Sam and Jake Spitalny and Stuart Borstien and there concorted Efforts to Usurp GotSPACE Self-Storage Assets, Fiorillo 50% Equitable Ownership of Truestorage Portfolio, Ocean Investment Holdings Assets and GotSPACE Data Assets and GotSPACE Data Purchase Creditor Claims Against Verde Group, LLC..

36. On or about May 20, 2019, GotSPACE, under extreme financial duress and for NO tangible or adequate, equivalent or valuable consideration, was forced to assign to Brady and Mclaughlin GF, SMI, the extremely valuable purchase rights I had bargained from the of the Swansea Mall. Ocean and myself was “bait and switched” and extorted to take a sub-par minority stake and loose upwards of 20 million dollars in future development equity. The final Brady and Mclaughlin drafted, Tenants-In- Common Agreement subsequent operating agreements (the “TIC Agreements”) which when it was said and done, defined McLaughlins rebuked interests in what Fiorillo once hoped to be, Oceanside at Swansea Centre, the southeastern Massachusetts premier 250 million dollar luxury apartments, retail and dining destination development, with Swansea Town Hall has the focal point of the entire project. As the deal shook out GF 57%; “Brady” Swansea 19% “Anagnost”; SMI 19% “Mclaughlin”; and Ocean with is minute 5%. Whereas if I did not agree to execute a pre-drafted operating agreement that was presented to me by Brady and Mclaughlin, that had the most egregious “gag clauses” and “whistleblower” covenants, I was to receive nothing of the deal nor even get my initial deposit back from my initial binding contract to purchase. A true and correct copy of an unsigned copy of the final TIC Agreement is attached hereto as Exhibit 3.

Mcalughlin and Brady Release Partnership Freeze/Push Out Usurp of Swansea Mall.

37. We have still not been provided any of the true and accurate and fully executed agreements, nor have I been provided any corporate disclosures or transparency nor tax information, even though Brady had demanded that I signed personally on an 8 million dollar development loan to Eastern Bank. Where even as most recently as last month, I was frozen out of the project and now just recently forced to turnover my 5% stake under

duress by Ray Green, Peter Spitalny and the rest of the crew . I have now been informed by Brady himself, that he and George McLaughlin, where out to financially ruin me, but not after such McLaughlin .

38. McLaughlan and Brady. In their the attempted extortion of a full release of my 100% equitable rights and future development oportun to the entire Swansea Mall Project and their attempts of sleeping their “poison pill global release of all my real estate claims to the intellectual property of Truестorage. The company, brand name and digital SEO “www.truестorage.com, my 2nd self-storage brand after Gotospace Storage, I had formed many years earlier, where I had created and concept ed and sought out some of the most value add self-storage opportunities in New England and beyond and made a partnership with, Shane Brady as 50/50 partners.

Where I had , “showed him the ropes” introduced him to my National Partners and turned over well over 250 million in self-storage development opportunity pipeline that I had invested my time, money and usup in over the multiple prior years I was development has now entered into binding purchase contracts to sell the Swansea True Storage for over 22 million dollars, and 7 other Truестorage facilities that I have a 50% interest in, where Brady stands to make upwards of 100 million in gross profit and has told me, I was not to receive my 50% profit. but the attached document is the same as the fully executed version.

37. No later than the summer of 2021, my lawyer-client and business relationships with George had deteriorated and McLaughlin began associating with and representing several parties directly adverse to my businesses including but not limited to Gotospace Data Equity Fund, LLC; Gotospace Equity Fund I, LLC; Gotospace Equity Fund 1, LLC, Got Space, LLC, other of my business interests including Ocean, and me personally.
38. By way of example, in a letter dated September 27, 2021 sent on McLaughlin’s firm letterhead and mailed to me as Manager of Ocean, George demanded payment \$610,473.04 and threatened to strip me of my ownership interest in the property. George signed the letter “Sincerely, The Owners, By: George McLaughlin, III. As such, after representing me with the regard to the purchase of the Mall Property, George subsequently became a part owner of the property and then commenced representation of GF, SMI, and himself against me and Ocean with regard to the exact same deal and property. A true and correct copy of George’s September 27, 2021 letter is attached hereto as Exhibit 4.
39. In late 2019 and early 2020, McLaughlin represented and advised myself and Got Space, LLC related to the company’s purchase of self-storage facilities located in Beverly and Gloucester, Massachusetts with other investors. Among other things, George advised me and the company with regard to the purchase and sale agreement and amendments thereto.

Their representation included important legal advice against indemnifying the sellers of the properties for environmental issues that could arise after consummation of the deal. During the course and scope of his representation, I provided confidential information to McLaughlin regarding my business strategy, personal and company finances, and other confidential matters to facilitate his representation. During the course and scope of his representation, McLaughlin requested that me and my then business¹ GotSPACE Equity Fund I, LLC and GotSPACE Equity Fund 1, LLC are hereinafter referred to collectively as GEF partner Brian Sheehan each wire \$30,000 to our digital, LLC. True and correct copies of late 2019 and early 2020 email chains showing McLaughlin's involvement as my attorney are attached hereto as Exhibit 5.

40. During the summer of 2021, McLaughlin also began working with and he advised representing plaintiffs in this action, Samuel B. Spitalny, Jacob L. Spitalny, Stephen Quillinan, and S&Q Data, LLC ("S&Q") (collectively the "Spitalny Actors").
41. I own a controlling interest in GotSPACE Data Equity Fund, LLC ("GotSPACE Data") and am its sole manager. On February 2021, I executed a promissory note to the Spitalny Actors (the "First Note") by which they agreed to provide a \$5.15 million loan to fund GotSPACE Data's data center development business and GotSPACE Data agreed to repay the note on or before December 20, 2021. [Dkt No. 1, Ex. 1 thereto.] The First Note does provide for additional funding by the Spitalny Actors.
42. The Spitalny Actors have an equity stake in the GotSPACE Data deal by and through S&Q and Stephen Quillinan individually.
43. On August 4, 2021, I negotiated a new note (the "Second Note") with the Spitalny Actors to pay off the First Note and provide additional financing for GotSPACE Data's data center development projects of approximately \$4 million. My signature was notably notarized by Raymond Green's employee, Spiro Stylianopoulos. The total amount to be loaned under the Second Note was to be \$9.65 million. A copy of the Second Note is attached hereto as Exhibit 9.
44. The Spitalny Actors agreed to the terms of the Second Note, I signed the Second Note on behalf of GotSPACE Data, and the Spitalny Actors provided the \$950,000 of the loan funds to the company in August 2021.
45. Thereafter, the Spitalny Actors failed to make any additional payments on the Second Note even though they knew that GotSPACE Data required the financing to continue its business operations and pursue the lucrative data center development opportunities I brought to them. This breach of the Second Note has caused irreparable harm to GotSPACE

Data and myself personally. It has crippled my company's ability to pursue the time-sensitive data center development opportunities necessary to be a successful hyper scale development venture.

46. On information and belief, it is my understanding that McLaughlin was representing the Spitalny Actors throughout the summer of 2021 and McLaughlin represents them in this action.
47. McLaughlin has substantial confidential and privileged information about me and my various business interests by way of their representation of me in the aforementioned matters. As such, George has confidential information about my personal and business finances that he can and is using for the benefit of the Spitalny Actors in this action.
48. In late 2019 and early 2020, McLaughlin and the Firm represented and advised me and Got Space, LLC related to the company's purchase of self-storage facilities located in Beverly and Gloucester, Massachusetts. Among other things, McLaughlin advised me and the company with regard to the purchase and sale agreement and amendments thereto. Their representation included important legal advice to indemnifying the sellers of the properties for environmental issues that could arise after consummation of the deal. During the course and scope of his representation, I provided confidential information to McLaughlin regarding my business strategy, personal and corporate finances, and other confidential matters to facilitate his representation. During the course and scope of his representation, McLaughlin requested that I would then wire \$30,000 to one of his shell companies and restructure Rising Tides, LLC. True and correct copies of late 2019 and early 2020 email chains showing McLaughlin's involvement as my attorney are attached hereto as Exhibit 6.
49. At the January 14, 2022 hearing in this action, conducted by Zoom, which I was logged into and observed, George admitted that he is a part now 3 to 4 different owner of many properties that my company obviously .
50. As McLaughlin, the Firm, and the Spitalny Actors admit in their Emergency Motion in Opposition to Green's Motion for Writ of Attachment in Suffolk Superior Court Action No. 21-2950 (the "Green Action"), I own a controlling interest in GEFI. [Green Action Dkt. No. 6.]
51. I am the sole Manager of GEFI. A copy of the Entity Report for GEFI printed from the Massachusetts Secretary of State's website is attached hereto as Exhibit 7, *accessed* January 14, 2021.]

52. Initially, S&Q, LLC was a manager of GEFI. However, by written agreement of a majority of the members of GEFI, S&Q, LLC was removed as a manager of GEFI consistent with the terms of the company's operating agreement.
53. Contrary to the allegations in the Spitalny Actor's Emergency Motion in Opposition to Green's Motion for Writ of Attachment, S&Q, LLC is not a manager of GEFI.
54. As the sole Manager of GEFI and as owner of a controlling interest in the company, at no time did I retain or agree to retain McLaughlin or the Firm as counsel for GEFI.
55. Neither S&Q nor the Spitalny Actors had any authority to retain McLaughlin or the Firm as counsel for GEFI to bring Suffolk Superior Court Case Nos. 21-2894-H (the "Spitalny Action") or for any purpose.
56. To the extent that McLaughlin purports to or did represent GEFI at any time, by way of this affidavit and in my capacity as GEFI's sole Manager, any such representation is hereby terminated and McLaughlin is not authorized to maintain any action on behalf of GEFI or represent GEFI in any manner.
57. Starting in September 2021 and through early December 2021, Attorney Neil Kreuzer sent several Notices of Disqualification McLaughlin advising the firm of their impermissible conflicts between me, their current clients, and themselves and demanding that they cease and desist taking any positions adverse to me, the GotSPACE entities, and/or any other of my businesses. Attorney Kreuzer has provided these notices to me and true and correct copies of several of the notices are attached hereto as Exhibit 8.
58. McLaughlin has refused to stop taking positions adverse to me and my business interests, have denied they ever represented me or my businesses at any time, and have and continue to refuse to stop taking positions adverse to me and my businesses.
59. McLaughlin continues to exploited the confidential information he learned from his representation of me and my businesses to gain financial leverage obtain against me with regard to the Swansea Mall and his representation of himself and the other owners against me. He has and continues to use my private and confidential information learned from his many year representation of me to the advantage of his current clients, the Spitalny Actors, Stewart Bornstein and Thomas Quinn, so that he put me in disadvantageous financial and business positions in an effort to force me to give up valuable interests in the GotSPACE Data venture.

60. In conversations with McLaughlin in 2021, he tried to bully me into paying him a \$100,000 cash “retainer” and to give him 50% of my interest in various properties in which I have substantial ownership interests. In exchange, he promised to deal with the Spitalny Actors, who were obstructing the data center development venture. He suggested that if I did not agree, my life could be in danger. George has made clear to me that he wants to obtain an ownership stake in the GotSPACE Data venture, and he is using my private and confidential information against me to force me into surrendering part of my interest in the same to him.
61. At no time in my individual capacity or my capacity as manager and/or controlling owner of the GotSPACE Entities have I given any consent to the McLaughlin Lawyers to represent the Spitalny Actors or anyone else against me or my companies. I never will. If I were to do so, I would be in breach of my fiduciary duties to the GotSPACE Entities and their other investors and owners.
62. At no time through the present have the McLaughlin Lawyers contacted me to request my informed, written consent to allow them to represent or work with the Spitalny Actors or anyone else in a position adverse to me or the GotSPACE Entities.
63. At no time through the present did George ever disclose to me or explain that his representation of me in the Mall Property and ownership interest in the same could and likely would, lead to actual conflicts of interest between me, him, and/or other of his clients. He did not advise me to retain separate counsel to advise me on whether such arrangements were prudent given the potential for conflicts.

Signed under the penalties or perjury, this 19th. day of January, 2022.

/s/ Nicholas Fiorillo
Nicholas Fiorillo

CERTIFICATE OF SERVICE

I, Roshan Jain, attorney for Defendants Nicholas Fiorillo, GotSPACE Data Equity Fund, LLC, and other related GotSPACE Reach and Apply Defendants, hereby certify that I caused a true copy of the within document to be served upon the following via e-mail on January 20, 2022:

George A. McLaughlin, III, Esquire
Mathew E. Burke, Esquire
Joel E. Faller, Esquire
Mathew E. Burke, Esquire
THE McLAUGHLIN BROTHERS, P.C.
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Boston, MA 02108-2605

giii@mclaughlinbrothers.com

/s/ Neil Kreuzer
Neil Kreuzer