

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPT.  
OF THE TRIAL COURT  
C.A. NO. 2184-cv-02984-BLS1

SAMUEL B. SPITALNY, JACOB L. SPITALNY,	)
STEPHEN QUILLINAN, and S&Q DATA, LLC,	)
	)
Plaintiffs/Defendants-in-counterclaim,	)
v.	)
GOTSPACE DATA EQUITY FUND, LLC;	)
NICHOLAS FIORILLO,	)
	)
Defendants/Plaintiffs-in-counterclaim,	)
and	)
NICHOLAS FIORILLO, et al,	)
Reach-and-Apply Defendants,	)
and	)
NICHOLAS FIORILLO,	)
Third-Party Plaintiff,	)
v.	)
PETER L. SPITALNY, et al,	)
Third-Party Defendants.	)

DEFENDANTS/PLAINTIFF-IN-COUNTERCLAIMS' MOTION TO STAY THIS ACTION  
DISQUALIFY ATTORNEYS KEVIN PETERS GEORGE MCLAUGHLIN AND LAW FIRMS  
OF GESMER, LLP, MCLAUGHLIN BROTHERS, THEREWITH DUE TO IMPERMISSIBLE,  
NON-WAIVABLE, AND UN-WAIVED CONFLICTS OF INTEREST AS S&Q DATA IS 20%  
STAKEHOLDER OF GOTSPACE DATA EQUITY AND FOR SUCH ATTORNEYS  
FRAUD UPON THE COURT AND PARTICIPATING IN A CRIMINAL ENTERPRISE  
PERPETRATING COLLECTION OF AN UNLAWFULL DEBTS IN VIOLATION OF  
R.I.C.O. 18 U.S.C. § 1962(a-d ) AND REQUEST FOR EVIDENTIARY HEARING

Defendants/Plaintiffs-in-counterclaim, Nicholas Fiorillo (“Fiorillo”) *pro se*, hereby move for the Court to stay this case schedule an evidentiary and/or motion hearing and decision on Plaintiff's in Counter claim, Motion to Disqualify Attorneys for their continued unlawful and conspiratorial acts, fraud upon the court, violations of the Rules of Professional Conduct, conflict of interests and breaches of attorney client privileged and willful and continued participation in the Raymond Green, Peter Spitalny Criminal Enterprise “RGPSE” , as the consiglieris of the RICO Enterprise through patterns of unlawful and fraudulent debt collections they have

perpetrated against this court, Fiorillo and his company's. These such Attorneys, now Defendants themselves in Fiorillo's et al. counters claims, Kevin T. Peters ("P"), George McLaughlin ("M") aka ("PM") et al., are liable for such acts of RICO under (*Feld Entertainment Inc. v. American Society for the Prevention of Cruelty to Animals*, 873 F. Supp. 2d 288 (D.D.C. 2012), as they continue forward in multiple "unlawful schemes" of fraud upon the court and threats to file frivolous criminally implicative motions against Fiorillo and his wife in their attempts to unlawfully extort the dismissal of his "RICO counter claims" and extort upwards of \$73,500,000 not due or owing. The very case they have filed, is an ongoing fraud upon this court; where the Plaintiffs themselves never lent such monies, nor the \$6,100,000 their fraudulent lawsuits seeks to collect. Where Peters and Mclaughlin have been the true nefarious Peter Spitalny, the previously convicted money launder and tax cheat and his accomplices in a sophisticated loan sharking and money laundering scheme of the RGPSE. Such Attorney's have been perpetrating fraud upon this court, by filing the unlawful debt collection actions on behalf of S & Q Data et al, whom are actually stake holders in GSDEF. These attorney's continue to perpetrate their unconscionable schemes of "gaming the legal system" for themselves, their Law firms and for the Plaintiff's, whom do not have any quantifiable claims against Fiorillo or Gotspace/Ocean Companies. Where as S & Q Data is a equitable 20% stakeholders in GSDEF and such, their attorneys can not represent both side of the isle, never mind perpetrate such unlawful debt collections in front of this court. Their true clients Peter Spitalny and Ray Green, the "Bosses" of the "RGPSE" Racketeering Enterprise are continuing their on going pattern of "loan-sharking-to -own" in violation of RICO18 U.S.C. § 1962(a-d )United States v Weiner, 3 F.3d 17, 24 (1st Cir. 1993) ("collection of unlawful debt(s)"). (exhibit 1. Jenner Block - RGPS consorted collection efforts, Gesmer RICO Claims criminally implicative extortion (s) USA v Peter Spitalny, Criminal Associations )

Fiorillo moves on an Emergency Basis because his Family and businesses are under extreme financial and physical duress and are clearly “victims” of the RGPS Enterprises, illegal “loan to own” schemes. Whereas the Fiorillo's are being “extorted” and faced with the RGPS unlawful foreclosure of the Family Home now rescheduled for June 16th 2022 and are now threatened with multiple criminally implicative legal actions perpetrated by (PM) in their unlawful attempts to extort the dismissal of Fiorillo RICO counter claims against them. The last two weeks onslaught of conspiratorially timed extortionistic and sinister demands to “pay up and turn over”, unconscionable amounts of money and real estate, when all told, is upwards of \$73,500,000 that is not due or owing, on the eve foreclosure of the Family Home, was unlawful. The RGPS attorney's, the true consiglieres in charge, Attorney's Peters Mclaughlin, Brier and Nesgos, must be disqualified for blatant and apparent and willful violations of the Rules of Professional Conduct, attorney client privileged, fraud upon the court and for their willful participation in the RGSP Criminal Enterprise. Where as the Gesmer Law firm has filed numerous fraudulent motions and claims for moneys, their clients S & Q Data, LLC, Jake and Samuel Spitalny and Quintilian, never actually lent or so invested. As now so admitted in their motion filed in case# 22-10044 on 4/26/22 in front of the US Bankruptcy Court doc #89, exhibit B, \$4,100,000, \$900,000 wire(s) from Peter Spitalny to Gotspace.

- 1) ("PM"), Nesgos and others continue to extort Fiorillo to pay monies and legal fees, Plaintiffs' are not entitled to, that is neither due or owing. Plaintiffs' have collectively demanded ever changing sums of between \$5,100,000 - \$23,500,000 to settle these cases. The week of May 9th, as the Fiorillo Home Auction weighed in the balance, the RGPS and their attorney's went in for the kill and (“baited”) the desperate Fiorillo Family, to wire \$15,000 to Arentfox for a legal retainer for a Global Forbearance, which the RGPS had no intention of every honoring. On Tuesday at the 11<sup>th</sup> hour and 59<sup>th</sup> minute, the RGPS (“switched”) and demanded a collective \$73,500,000 of cash and real estate to be turned over, or else loose the Family Home to RGPS and risk Fiorillo's innocent wife, being held in contempt, fined \$500 day and and threaten to be “locked up” by attorney Peter's. The RGPS attorney's blackmail and extortionistic demands are criminal. Whereas, if Fiorillo did not sign a \$48,500,000 LOI with LSI and “give up” a whopping \$73,500,000 in cash and real estate and release all parties from the Fiorillo \$100,000,000 RICO counter-claims, all

would be lost. In the fall of 2021 the fraudulent demands of Plaintiff's 3<sup>rd</sup> group of Attorney's was less than \$6 million collectively, after credits for payment(s) and 1<sup>st</sup> security positions, to their now their 6 different collection actions for the very same debts they never advanced. Yet they seek to collect over 1000% more in these instant actions. In actuality the notes they proclaim are due have been "**paid in full**" since the summer/fall of 2021. The Plaintiff's owe Fiorillo, Gotspace and Ocean \$6,650,000 in additional funds on the companies subsequent \$9,650,000 and \$3,300,000 data/real estate notes, that are not due or owing, as far out as March 2027. As the actions of the RGPSE and their lawless attorneys have been active and willing racketeers of the enterprise. As so identified under federal law: Feld Entertainment Inc. v. American Society for the Prevention of Cruelty to Animals, 873 F. Supp. 2d 288, n 7, (D.D.C. 2012). (*exhibit 2 May 9-10 pay off demands from RGSPE, ARENTFOX, GESMER*)

- 2) The Plaintiffs and their Attorney's continue to electronically "eavesdrop" with their covert "spyware apps" on Fiorillo, his family, counsel and business associate's over the last 11 months with 1000s of "digital-ping-wire-taps" on phone, email and electronic communications that Samuel Spitalny and Steve Quillinan have intercepted "over the air" from their extensive "burner phone(s)/laptop(s) network" in Boston, Albany and Atlanta. The RGPS "cyber-geo-location-pings" have also often put Fiorillo in fear for his and his Family's life safety, as many threats on his life have occurred from the RGPSE and their attorneys and reported to the local and Federal authorities. This unlawfully obtained data garnered all Plaintiffs and ("PM") counsel with a sinister unfair advantage over Fiorillo, in multiple legal instances. Whereas, all legal filings, threats of extortion and unsolicited extortionistic settlement offers, where always perfectly timed and positioned with specific threats on life and financial ruin that coincide with Fiorillo's confidential communications. This ongoing pattern to interfere with his attorney client privileged communications through illegal "wire taps" continue to aid abet the RGSP Enterprise criminal activities and give unfair legal advantage to their attorney's as they willfully conspire, 24 hours a day, to gain unfair legal advantage against Fiorillo and his legal team. In violation of 18 U.S. Code § 2511 Interception and Sharing of wire, oral, or electronic communications in unlawful. (*exhibit 3.: Spitalny eavesdrop 2021-2022 evidence*)

By way of the instant Emergency Motion to Disqualify, Fiorillo moves to have the Gesmer and McLaughlin and Arent Fox Law firms and all attorneys associated therewith, immediately disqualified from representing any parties in these actions as they have been sharing this illegally obtained digital data and communications between Fiorillo and his counsel and are attempting to collect a debt over \$73,500,000 that is not due or owing. In addition, these disqualifying instances constitute a sinister pattern of multiple impermissible, non-waivable, and/or un-waved conflicts of interest in violation of Massachusetts Rules of Professional

Conduct 1.3, 1.6, 1.7, 1.8, and 1.9, respectively, arising from “unauthorized” active and former representation, consultation(s) and joint and several legal communication(s) they continue to perpetrate on behalf of GS Beverly and GS Gloucester (together, “GS Storage”). In addition Fiorillo's, Ocean Investment Holdings, LLC (OIH) and its claim to 100% ownership in the Shoppe's at Swansea, where Attorneys, for a matter of months have continued to tortiously interfere, absconded, obstructed, and attempted to embezzle and usurp monies and property under the threat of criminal extortion along with Plaintiffs. Whereas McLaughlin, Fiorillo's rebuked partner in Swansea and others, usurped 18% of Fiorillo's OIH ownership and extorted him to turn over the 100% of project, shorted him out of upwards of \$50,000,000 from a recent sale to Prime Storage Group. Whereas (“PM”), Nesgos and Attorney Reir, all former attorneys of Fiorillo, have now have taken up arms with the newly named defendants (“PM”), Peter Spitalny along with, Sheehan, Townsend, S & J Storage Bros, LLC (“S&J”) et al. These now Defendants in Counter Claim, (“PM”) and their “Law Firms”, continued and former representations, partnerships and tortious ongoing negotiations with Bluevista Capital and multiple Seller's of GS Data Sites. Whereas, S & Q Data, a 20% stakeholder of GSDEF and their attorney's are these same parties now in direct adverse position, to their prior interactions with Fiorillo and his related legal and GotSPACE/Ocean business entities existing from 2007-2022. (*exhibit 4 Fiorillo Affi(s)*).

In addition, Attorneys (“PM”) continue to be in direct communication and purporting control of the GotSPACE and OIH affiliate companies, as they continue to be aggressively negotiating multiple financial and business transactions, where they have been tortiously interfering with the potential purchase of GS Data Sites, sale(s) to Lifestorage, totaling over \$150,000,000 million and further attempts to usurp to Fiorillo's 100% claim to the Shoppes at Swansea development, all in crystal clear multiple violations of Rule 11. Wherein (“PM”)

attorney's have been purporting to be acting as counsel and partners, at one time or another, sharing confidential and privileged information, to the very detriment of Fiorillo. (see transcripts from Locke (s) hearing where ("PM") states they are (owner(s) and/or agent(s) of GotSPACE, Ocean, and Fiorillo's Partners in Swansea). All the law firms continue to conspire with ("PM"), whereas the group continues to breach their former "attorney client" relationships and now share and distribute the unlawful Spitalny eavesdropping data, where they continue to tortiously divulge GotSPACE and Ocean and OIH, confidential financial information with each other and their law firms. As they have filed fraudulent motions in these cases to usurp \$73,500,000 by way of the RGPSE. Whereas ("PM") has now filed civil action 2281CV01064 in yet another frivolous lawsuit to "slap" Fiorillo for making such an official legal demand and litigation notice and enforcement of his rights of ownership. Whereas it is "crystal clear" Peters, is now McLaughlin's attorney against OIH (*exhibit 5 OIH demand & Peters Slap Suit*)

Allegations against Plaintiff's Law Firms for Sharing of Confidential

Privileged Electronic Illegally Obtained Communications From McLaughlin & Spitalny

Fiorillo has moved to disqualify Attorneys Peters, Brier Gilligan of the Gesmer Law Firm, the McLaughlin and have now filed under emergency basis for actionable claims of: extortion of \$73,500,000 million that is not due or owing, usurious in nature whereas ("PM") and Nesgos have been demanding Fiorillo to "pay up" over \$23,500,000, \$1,000,000 in legal fees and deed over \$48,500,000 in real estate on behalf of the RGPSE. In addition, such attorneys continue the "sharing privileged and confidential" attorney/client communications that have been illegally obtained by McLaughlin and Peters, Samuel Spitalny and Steven Quillinan through illicit means and have violated Fiorillo's rights to a fair and equitable legal defense and seeking of lawful counterclaims, free from disruption of their rights to privacy among themselves and their legal team. The 10 months sharing of RGPS illegally obtained "electronic eavesdropping"

communications obtained by criminal means, that the attorney's have been using against Fiorillo and his businesses in their 6 multiplicative legal actions. The RGPSE “cyberattack” through the criminal groups illegal “dark web” activities uncovered over 750 different “OTA” (over the air) unsolicited “taps” where the RGPS intercepted thousands of hours of communications that were illegally obtained by the Spitalnys and shared with the rest of the criminal group and the (“PM”) attorney's that violated Fiorillo's privacy rights, his attorney-client privileges, confidential information, emails, legal conference discussions and strategic communications with his attorneys. (“PM”) and Nesgos have been sharing such unlawful information, to aid abet the illegal infiltration into all aspects Fiorillo's litigation strategies and communications which have now clearly compromised Fiorillo's attorney client privileged communications. This ill-gotten information has created an unfair advantage to Plaintiffs and all of their attorneys and the other members of RGPSE “loan to own” criminal enterprise. All such actions by these former attorneys and even partners of the Fiorillo entities, clearly identify their ongoing contravention of the Rules of Professional Conduct, rules of civil procedure and the collection of an unlawful debt(s). RICO 18 U.S.C. § 1962(a-d) United States v. Weiner, 3 F.3d 17, 24 (1st Cir. 1993) (“collection of unlawful debt”); Fiorillo brings this motion because:

- 1.** Peters, McLaughlin, Spitalnys and the Greens operate as a criminal group; RGSPE Enterprise along with other associated persons/attorneys and entities whom acting in concert and are using confidential and proprietary information that the Arentfox, McLaughlin and Gesmer law firms obtained from “attorney client privileged” prior representation and communications form 2007 -2022 that Fiorillo, Gotspace and Ocean Affiliates disclosed to such attorneys and now all share such confidential information with each other along with the Spitalny digital eavesdropping communications.
- 2.** The Gesmer Law Firm and the McLaughlin Law Firm and their associate attorneys' multiple conflicts of interest arising from its representation of both Plaintiffs and Defendants, in one form or another and their mutual involvement with one another require disqualification from the instant civil case and the related civil case also pending in the Suffolk Superior Court Case No. 21H84-cv-02950-BLS1 (the “Green Action”) have so tainted these actions, that there are serious questions as to whether these cases may

proceed in their current form or at all, absent discovery and/or an evidentiary hearing so the Court may be properly informed of both the Gesmer, Arentfox and McLaughlin's law firms and their ongoing conduct in continuing to aid and abet this criminal predatory racketeering enterprise as active members of the RGPSE .

3. If Plaintiffs are allowed to proceed in their illegal debt collection action any further without an evidentiary hearing of this motion of disqualification, the Gesmer, McLaughlin Arentfox law firms, and the RGPSE group will have an unfair and impermissible advantage of leveraging ill-got confidential and proprietary information they will continue to use against the Defendants in contravention to the Rules of Professional Conduct and in violations of multiple articles of the doctrines of attorney client privileged communications.

4. ("PM"), are in fact witnesses in these cases as now also named defendants under R.I.C.O. 18 USC Ch. 96: RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT, where such illegal collection activities, by the collection attorney's themselves are considered racketeering acts. Clearly in these cases, the level of misconduct and criminality of ("PM") and the Gesmer, Arentfox and McLaughlin firms and their incestuous conspiring, have gone far beyond the traditional acts of representing a client even one whose business was illegal. In these cases, their Plaintiffs are known convicted felons, professional “money launders and loan sharks” and are now subjects of an ongoing investigation. Each of these attorney's had carnal knowledge of the continued extortion and threats to financially ruin and even kill Fiorillo, if he did not “turn over” or “give up” what was demanded of him by their clients and now ("PM"). As lawyers who are participating in the affairs of an association enterprise in committing their unlawful activities and not merely providing services to their clients are racketeers themselves. As in the instant action, ("PM")'s misconduct has risen well above their own clients loan sharking business and are such liable themselves for their unlawful acts and are considered racketeers alongside their unlawful clients. (see Feld Entertainment Inc. v. American Society for the Prevention of Cruelty to Animals, 873 F.\_Supp. 2d 288, n 7, (D.D.C. 2012).

### **I. SUMMARY OF RELEVANT FACTS.**

Attorneys ("PM") BBrier Gilligan, Nesgos, Rier (collectively the “RGPSE Lawyers”) have represented and advised Defendants from 2007-2022 and have even partnered with Fiorillo in some instances such as OIH, Revere Storage, Shoppes and Swansea and some Reach-and-Apply Defendants named in the Spitalny and Green Actions through various business transactions, legal consult and business opportunities, over several years. (“ex 5. Fiorillo Aff”),



The Spitalny Actors and the Green Actors are hereinafter referred to collectively as the “RGPSE Conspirators’ Lawsuits”, by way of example:

- (“PM”), Nesgos, Brier and Reir and their law firms and other associated persons and entities are acting in concert and are using confidential and proprietary information that (“PM”) and the Spitalny's continue to illegally obtain that violates “attorney-client privilege” as they are purporting to be representing Fiorillo's corporations in multiple instances (McLaughlin, Fiorillo's rebuked partner in Swansea claims to be an owner of GotSPACE Storage). Where (“PM”) continue to conspire to sell out or illegally foreclose on, the assets of Defendants in these related cases and Fiorillo, individually, which they are all now using in their 6 different illegal and suspect debt collection “loan to own” lawsuits for their own financial benefit and to the substantial detriment of Defendants. Such Attorney's and their firms, **were officially noticed of such conflicts** as communicated and served by Attorneys Neil Kreuzer, Shawn M. Masterson many different times throughout this litigation. (“PM”) Giligian, Nesgos, Reier,, Gesmer, McLaughlin and Arent Fox Law Firms have **refused** to withdraw and claim they **do not** have any conflict or disqualification issues they need to be concerned about. (exhibit Neil Kreuzer affidavit notice(s) of disqualification) [ exhibit 4 Fiorillo]
- During the spring of 2019, McLaughlin represented and advised both Ocean Investment Holdings and Got Space, LLC with regard to the purchase of the Swansea Mall properties located at Swansea Mall Drive, Swansea, Massachusetts, from Carlyle Swansea Partners, LLC. McLaughlin and the Firm provided comprehensive legal advice to Fiorillo and Got Space, LLC with regard to the purchase and sale agreements, financing, zoning and legal issues with the town of Swansea, and legal issues related to Walmart’s interests at the mall properties, among others. During the course and scope of his representation, Fiorillo provided confidential information to McLaughlin regarding business strategy, personal and company finances, and other confidential matters. [Fiorillo Aff.]
- Between 2021 and 2022, (“PM”), Nesgos, Reier and their various law firms tortiously conspired, collaborated, intervened, filled joint and several unlawful legal papers, throughout their 6 different predatory debt collection actions against Fiorillo, OIH, Ocean and GotSPACE Development, LLC and its affiliates. Their consorted and tactical efforts to collect usurious sums of money and property under the threats of financial and physical harm, that (“PM”) have individually made directly to Fiorillo. All such attorney's have been witnessed to evidence of such threats to “shoot with guns”, “kill” Fiorillo, and Peters and Brier have threatened to “blow up”, “bomb” and continues to criminally implicate baseless motions to extort Fiorillo to dismiss his RICO counter claims. As all these attorneys have “sat on their hands” and have turned “blind eyes” and filed fraudulent documents on behalf of the Spitalny's Sons et al, who are simply the “fronts” for their notorious convicted felon father, Peter Spitalny, a money launderer and tax federal tax evader reputed loan sharks, who

associates with other felons. This group has threaten to kill and financially ruin their borrowers, in order to collect their usurious 1000% “blood money” and ill-gotten settlements and legal fees they never actually invested. All such extortionistic threats (“PM”) have made against Fiorillo has been in an attempt to gain a civil settlement of money and usurping of real estate that is upwards of \$73,500,000 not due or owing, by using multiple threats of criminally implicative prosecution of Fiorillo and his wife, in their false “legal games” narrative that Fiorillo is breaking the law. All this to gain a multi-million dollar civil settlement result and collection of their legal fees and 1000% usurious interest for their clients by their pattern of abuse of the legal process.

- The many millions of dollars this group of attorneys are seeking to collect by illegal means of embezzlement and extortion is illegal. Their clients, the RGPSE enterprise continued attempts to usurp tens of millions of dollars in cash and real estate and claims for 250% usurious interest and demand for their very own legal fees they are so demanding is despicable. (“PM”) continue to stay in daily contact and “work from behind the scenes” with each other to financially ruin Fiorillo, as they continue as a criminal group to tortiously interfere with Fiorillo's multiple other self-storage developments, sales to outsiders and commitments from outside investors. Peters now most recent demand for upwards of \$23,500,000 all told, from the Defendant's is over \$17,500,000 to be due in this action, which it is clear their clients never advanced and now are extorting possession of the \$50,000,000 GotSPACE self-storage facilities located in Beverly & Gloucester., or else Fiorillo's wife was to be jailed.

- Where they, as a group, have continued to purport to be in control or actual “owners” of these self-storage facilities and data campus sites throughout New England and other real estate opportunities/transactions that Fiorillo has underway in Connecticut, Massachusetts and Rhode Island. During the course and scope of their collective representation of Fiorillo, over the course of many years they had all worked for and on the behalf of Fiorillo. He provided and they have illegally obtained, highly confidential strategies, legal theories, potential claims and privileged and confidential information to the (“PM”) Lawyers, Nesgos, Reier, Arentfox, (“PM”), regarding his business strategy, personal and company finances, and many other attorney-client confidential matters to facilitate his representation. [Fiorillo Aff. see McLaughlin Locke Hearing Oral Statements]

No later than the late summer and into late fall of 2021, McLaughlin and the Gesmer Law Firm were representing several parties directly adverse to Fiorillo, GotSPACE, LLC and its affiliate, GotSPACE Data, and its affiliates; and GotSPACE Equity Fund I, LLC; GotSPACE, including but not limited to the Spitalny Actors and Thomas Quinn (exhibit 11 T. Quinn Demand/Removal), [Fiorillo Aff.]. Often on their own behalf and on the behalf of RGPS

enterprise and other parties involved in Fiorillo's businesses, ("PM") and others in this criminal group sent threatening correspondence to Fiorillo and his attorneys and took various actions to make it difficult and/or impossible for Fiorillo to operate his businesses and/or raise capital as part of their concerted effort to extort additional equity in Fiorillo's businesses and now have made a claim for a total of \$73,500,000 in cash and real property, not due or owing in these actions. ("PM") are at this very moment, continuing to represent themselves as Gotspace Storage corporate counsel and stakeholders that are plotting to usurp many millions of dollars due Fiorillo company's that their clients and themselves are not entitled. Last week, Attorney's ("PM") have noticed legal action against Fiorillo's Ocean Investment Holdings, as they claimed 100% owner of the Shoppes at Swansea. Where Peter's, is the 2<sup>nd</sup> string Gestapo of McLaughlin's and Brady's retaliatory litigation attacks. Whereas, Fiorillo's March 2022 demand and notice to bring legal action against McLaughlin and Brady for extorting and usurping upwards of \$50,000,000 of development profits away from Ocean Investment Holdings, is not some how direct retaliation and subject to our states anti-slap policy. Where such legitimate demands have been made against McLaughlin and Brady for their usurping of OIH interest in real property, the ("PM")'s "tag team" the Fiorillo's Ocean and affiliate development companies is unlawful.

Notwithstanding the McLaughlin and Arentfox Lawyers' direct prior representation of Fiorillo, GSDEF, Gotspace Data & Storage affiliates, and other of Fiorillo's businesses, McLaughlin filed the Spitalny Action *against* Fiorillo and within a few short weeks, had Peters go after 12, reach-and-apply Defendants in late December 2021. All the Attorney's and their firms are conveniently now working to throttle the Fiorillo in to paying upwards of \$73,500,000 some \$67,150,000 more than what this criminal group had actually invested in capital, less what has been repaid and what is now outstanding. As Joan Green and the Arentfox attorney's, ("PM") and the RGPS threaten multiple foreclosures on the Fiorillo Family home, or else "pay up and

turnover” these unconscionable monies and collateral to RGPSE Enterprise's. Demanding Fiorillo “succumb” to Peter's, McLaughlin and Nesgos demands from this consorted and sinister criminal groups attempts to collect upwards of 1000% in usurious interest and property and legal fees not due or owing in their actions by way of extortion to criminally prosecute and “not foreclose on the family home” and stop the harassment and attack in Fiorillo's wife and Family. (“PM”) allege that their clients, S&Q Data and S & J Storage, are in control of GEFI and they are corporate counsel, in reality, it is indisputable that: (1) Fiorillo is the *actual* Manager of GSDEF; (2) in his capacity as Manager, Fiorillo never hired Peters or McLaughlin to represent GSDEF or GotSPACE Data or GS Storage in the negotiations with Lifestorage or GotSPACE's interests in Connecticut or otherwise consented to such representation; and (3) even assuming that (“PM”) were at some point counsel to GotSPACE Storage or GSDEF – which they were not – Fiorillo has terminated any such representations. As this group continues, even up and until this moment to conspire with each other to financially ruin and physically harm Fiorillo and tortiously interfere with the sale of the GotSPACE Gloucester and Beverly storage facilities and the Shoppes and Swansea.[Fiorillo Aff., ¶¶ 6-12,]. Accordingly, (“PM”) and Arentfox, which have all previously represented Fiorillo or purported to represent themselves as GotSPACE Data and Storage and its affiliates and Fiorillo’s other businesses, they are now attempting to both ***prosecute*** reach and apply claims against GS Beverly GS Gloucester, and GSDEF as ***Plaintiff*** S&Q Data owns 20% of GSDEF, sole manager and controlling owner, while simultaneously acting as corporate counsel to GS Beverly/Gloucester and ***defending GSDEF*** as a reach-and apply defendant. (“PM”) can not be adverse to GSDEF as S&Q Data is also owner of GSDEF.

The web of disqualifying conflicts does not end there. Not only did McLaughlin, Peters, Nesgos and Brier either represent and advise Fiorillo in the aforementioned deals, transactions, and business opportunities, McLaughlin and Peters simultaneously obtained stakes in Fiorillo’s

businesses and/or acted as corporate counsel without: (1) providing Fiorillo with written explanation of the potential or actual conflicts arising from such competing relationships; (2) without ensuring that Fiorillo and his businesses were represented by separate counsel in entering into such conflicting arrangements; and (3) without obtaining Fiorillo's informed written consent – to the extent Fiorillo could have even given such consent. [Fiorillo Aff., ¶¶ 15-16.] As McLaughlin, has a personal interest in Swansea with Fiorillo he attempted to hide from this court and now claims he owns Gotspace Storage where he boasted at the January 2022 hearings in front of Judge Locke. ("PM") and their law firms effectively all have a *personal* interest in *this* litigation. This group of attorney's involvement in the RGPSE predatory “loan to own” enterprise and demand for legal fees, illegal foreclosure of the Fiorillo Family home and usurping of the Swansea Mall and GS Storage deals, not just as conflicted counsel to various adverse parties, but as a reputed owners, they are in *fact witness* in this case and now Defendant's. Where ("PM"), had demanded from Fiorillo and his companies, extorted upwards of “\$8,500,000 million in cash and legal fees, as part of their illegal collection activities”, or else loose ownership interest in the storage and data properties or be financially ruined or even killed. Where Fiorillo's life could be in danger if he did not comply with such extortionistic demands. [Fiorillo Aff., ¶ 16.] It is crystal clear that (“PM) in Spitalny Action are actively conspiring with the Arentfox attorney's in the Green Action. ("PM") are “clearly purporting to represent Gotspace with “no authority or control” of Fiorillo's corporate entities . . [Fiorillo Aff., ¶ 17.] At no time through the present has (“PM”) contacted Fiorillo to request his informed, written consent to allow them to represent or work, communicate, contact, negotiate or act on these entities' behalf. The Spitalny and Green are clearly in a position adverse to Fiorillo and the Gotspace and Ocean Entities and ("PM") are clearly aiding and abetting the RGPSE Criminal Racketeering Enterprise. [Fiorillo Aff., ¶ 18. US ATT Eric Bradford Communication(s)]

Starting in September 2021, Attorney Neil Kreuzer, counsel for Fiorillo, GotSPACE Data and the other GotSPACE affiliates (including GEFI), had sent numerous Disqualification Notices to the Arent Fox Law Firm, Jenner Block, Gesmer Law Firm and the McLaughlin Law Firm (1) advising of their numerous conflicts arising from their representation of Fiorillo in the aforementioned business transactions, deals, and opportunities and their current representation of the RGPSE Enterprise in matters and now litigation directly adverse to Fiorillo and the GotSPACE entities; (2) advising that they are impermissibly using confidential and proprietary information obtained from Fiorillo in their prior representation of him and his businesses for their own benefit and for the benefit of their adverse clients, such as the Spitalny Actors and the Green Actors; and (3) demanding that they cease and desist from continuing to take any positions adverse to Fiorillo, the GotSPACE and Ocean entities, and any other of Fiorillo's businesses. {Fiorillo Aff., ¶ 13, Kreuzer Disqualification Notices}. Peter's and McLaughlin, Arentfox and their firms have and continue to refuse to comply with the Disqualification Notices, deny any conflicts, and instead have dug in their heels by continuing to represent the RGPSE Enterprise who, as a criminal group, continues to tortiously interfere with the sale to Lifestorage and thwart Ocean's rightful claims to ownership of the Shoppes at Swansea and claim to \$50,000,000 in development profits. ("PM") have now been named as Defendants in the counter-claim as they are so liable for well over \$100,000,000 in quantifiable damages that clearly fall under **The Racketeer Influenced and Corrupt Organizations (RICO) Act**, the United States federal law that provides for extended criminal penalties and a civil cause of action for acts performed as part of an ongoing criminal organization. Section 1962(a), (b), (d) makes it unlawful to conspire to commit any such prohibited activities. Each of the prohibited activities includes, as a necessary element, proof of a "pattern of racketeering activity" or "collection of an unlawful debt." [*Id.*, at 14; RICO Spitalny Ans. (see Counter-Claim Action(s) ) ]

## II. ARGUMENT.

### 1. A. Lawyer's Duties to His Client(s).

“A lawyer should represent a client zealously within the bounds of the law” and “act with commitment and dedication to the interests of the client and with zeal in advocacy upon the client’s behalf.” MRPC 1.3 (Diligence), and cmt 1. This means that the lawyer must use all information available to him or which may be lawfully discovered to advance his client’s position and interests. A lawyer also may not disclose a client’s confidential information related if such disclosure would harm the client and only if and when the lawyer has the client’s consent to do so unless an exception to Rule 1.6 applies. MRPC 1.6 (Confidentiality of Information).

A fundamental principle in the client-lawyer relationship is that, in the absence of the client’s informed consent or as otherwise permitted by these Rules, the lawyer must not reveal confidential information relating to the representation. See Rule 1.0(f) for the definition of informed consent. This contributes to the trust that is the hallmark of the client-lawyer relationship.

MRPC 1.6 (Confidentiality of Information), cmt 2.

The lawyer-client relationship “is a fiduciary one in which the lawyer occupies the highest position of trust and confidence.” MRPC 1.7 (Conflicts of Interest), cmt. 12. “Loyalty and independent judgment are essential elements in the lawyer’s relationship to a client.” MRPC 1.7, cmt 1; see *Hilti, Inc. v. HML Development Corp.*, 2007 WL 809792, 26 (Mass.Super.2007) (unless consent is provided, “an attorney may not simultaneously represent differing interests that are adverse to one another.”) and *Inverness Medical Switzerland GMBH v. Acon Laboratories, Inc.*, 2005 WL 1491233, 7-8 (D.Mass 2005) (quoting MRPC 1.7, Comment 4) (“[T]he focus of the court [in conflicts analysis] must be on whether the lawyer's loyalty to the client is threatened...[or whether] ‘the likelihood that a conflict will eventuate and, if it does, whether it will materially interfere with the lawyer's independent professional judgment in considering alternatives or foreclose courses of action that reasonably should be pursued on behalf of the client.’”).

The duties of loyalty and confidentiality survive the termination of the lawyer-client relationship. MRPC 1.9(a)-(c) and cmt. 2; *Bays v. Theran*, 418 Mass. 685, 691, 639 N.E.2d 720 (1994). Thus, if a lawyer represents Client A in certain business transactions and then later represents Client B in matters arising from those same transactions in position adverse to Client A, the lawyer will not be able to fulfill his ongoing duty of loyalty and confidentiality to Client A while simultaneously fulfilling his duty of loyalty and zealous representation to Client B because he will be both prohibited from disclosing Client A's confidential information to Client B by Rule 1.6 and bound to disclose and use Client A's confidential information for the benefit of Client B pursuant to Rule 1.3. MRPC 1.9(a)-(c) and cmt. 2; MRPC 1.3 and cmt. 1; MRPC 1.6. Thus, absent informed written consent, "[a] lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client..." MRPC 1.9(a).

**B.** Gesmer, McLaughlin and the Arent Fox Law Firm's prior representation of Fiorillo individually and more recently in GotSPACE affiliate development companies, coupled with being rebuked partners in the Shoppes at Swansea with ("PM"), and their continued purporting to be counsel of GotSPACE/Ocean Entities. ArentFox, Rier's and Nesgos 15-year relationship of consultation and collaborations under identical predatory lending actions against other "loan sharks" that Fiorillo was successful in disbanding, Now so prohibit these attorney's from taking any adverse position to Fiorillo and/or the GotSPACE and Ocean entities. As any such representation is explicitly prohibited by Rule 1.9 and would require them to violate their prior and ongoing duties of loyalty and confidentiality to their former client, Fiorillo et al., whom they have consulted and have collaborated within the identical context of the 18 USC RICO 1962 (d) allegations of predatory and loan sharking activities Fiorillo brought an action against, Commerce Bank, LBM Financial, David Duddie Massad and Marcello Mallegini. Where Fiorillo individually and his affiliate development companies consulted and confided in such attorneys at Arentfox and therefore must each be disqualified.

More recently, McLaughlin , Rier and Nesgos advised, consulted and represented Fiorillo and GotSPACE and Ocean Entities with regard to several business transactions and deals related to



the purchase and development properties including but not limited the GotSPACE, LLC's purchase of self-storage facilities in Revere and Peabody, Beverly and Gloucester and the collective collection efforts that are ongoing regarding the Shoppes at Swansea recovery and the sale of the Gloucester and Beverly self-storage facilities. [Fiorillo Aff., ¶¶ 2-4, 13-16 and Exs. 1-3, 5-6.]. In the instant action, they represent the Spitalny Actors and the Greens Actors with regard to alleged promissory notes which related to the financing of the Connecticut Data Deal, Newton Deal, the Gloucester and Beverly deal which the Spitalny Actors and the Green Actors all contend are in default thus entitling them to Fiorillo and GotSPACE Storage and Data's ownership interests in these properties. Fiorillo has not, and will not give consent to the Gesmer, McLaughlin and the Arentfox Lawyers to take adverse positions against him and the GotSPACE and Ocean Entities and all these attorneys have never approached Fiorillo and sought his consent. Accordingly, the Gesmer and McLaughlin Lawyers' representation of the Spitalny Actors in the instant action and the Arentfox attorney's in the Green Action constitutes clear, ongoing, egregious, and sanctionable violation of Rules of Professional Conduct ("MRPC") 1.3, 1.6, and 1.9. Such conduct mandates the disqualification of the Gesmer, McLaughlin and Arentfox Lawyers in the Spitalny Action and Green actions they should be prohibited from taking any further adverse positions against Defendants.

C. Mclaughlin & Peters Claims of Ownership and Corporate Representation  
in Fiorillo's Businesses while representing them in Violation of MRPC 1.8 in  
Pursuing This Action and Peters 5/13/22 for GS Funding Against Fiorillo  
Behalf of Mclaughlin & Plaintiffs for Their Own Financial Gain Defendants'  
Detriment.

MRPC 1.8(a) prohibits a lawyer from "entering into a business transaction with a client or knowingly acquiring an ownership, possessory, security, or other pecuniary interest adverse to a client unless: (1) the terms are fair and reasonable to the client and are fully disclosed and provided in writing in a manner that can be understood by the client; (2) the client is advised of the desirability of seeking and is given a reasonable opportunity to secure the advice of

independent counsel; and (3) the client gives written informed consent to the essential terms, the lawyer's role, and whether the lawyer is representing the client. MRPC 1.8(b) prohibits a lawyer from using confidential information related to his representation of a client for the lawyer's own advantage or the advantage of a third party unless the client gives informed consent as set forth in subsection (a) and MRPC 1.0(f). Here, it is clear that ("PM") and Arentfox and the various attorneys heretofore named represented advised and consulted Defendants in the aforementioned transactions and that ("PM") continue to negotiate with Lifestorage and Bluevista and have obtained stakes in the Swansea Mall and now so demand \$23,500,000 million not due or owing in these instant actions they demand by extortionist means. Where RGSP attorney's for collection of a disputed debt of \$23,500,000 million. Regardless, undeterred by the obvious conflicts which often arise when a lawyer takes an ownership interest in a client's business venture or property by way of a demand of legal fees and a contingent fee upon recovery for demand of property not due or owing, ("PM") have brazenly failed to take any action to comply with MRPC 1.8(b) – neither has sought or requested Fiorillo's informed, written consent to their assumptions of demand for over \$1,000,000 in legal fees on top of demands of upwards of 1000% in usurious interest. Fiorillo has not and will not provide any such consent because it would cause his businesses clear harm. Indeed, ("PM")s' ownership interest and ongoing claim as corporate counsel coupled with S & Q Data's 20% stake in GSDEF is resulting in the precise outcome Rule 1.8 is designed to prevent – they continue to use confidential information obtained from their attorney-client relationship with their prior clients – Fiorillo – but in a way that will result in pecuniary personal gain for themselves and substantial harm to Fiorillo if they are successful. Moreover, the RGPS attorney's demands for legal fees as they carry out their duties to “collect at all costs” of the criminal groups ill-gotten and clearly usurious gains, they have a direct personal involvement and ownership stake in the successes of the criminal group's

collection activities and the collective tortious interference in the Lifestorage and Bluevista and Swansea Mall deals.

Therefore, the RGPS attorneys demands for legal fees from Fiorillo and his entities, coupled with 20% stake of their clients in GSDEF and the illegal \$73,500,000 and multiple (bait & switch) schemes to usurp ownership interest in Fiorillo's Family Home, Swansea Mall and GS Storage Data deals. ("PM")s' failure to obtain informed written consent from their now former clients, and the other attorneys prosecution of this action which, if successful, will likely result in financial gain for them while wiping out their prior clients' interests and other assets and family home and the Swansea Mall rights of redemption, is a clear violation of Rule 1.8 which requires immediate disqualification of said attorney for their willful violations.

**D. The RGPS Lawyers' Concurrent Representation of S&O Data a 20% Stakeholder in GSDE and Fiorillo Interests is a Prohibited and Disqualifying Concurrent Conflict of Interest in Violation of MRPC 1.7(a).**

As set forth above, the ("PM") in this action *against* Fiorillo, GotSPACE Data.Storage, and reach and apply defendant GSDEF and by way of their complaint and motion for preliminary injunction, they sought to effectively enjoin GSDEF, Ocean and GotSPACE from conducting business and to freeze its assets. And yet, contrary to their adverse position to GSDEF in this action, they also purport to own 20% stake in GSDEF and Ocean Affiliates as former and current corporate counsel and now clearly have adverse positions against Fiorillo in the instant action. There can be no greater conflict than representing and suing the same client at the same time in related actions and such representation is clearly prohibited by Rule 1.7(a).

Moreover, Fiorillo has the corporate controlling interest in all GotSPACE/Ocean companies, is sole manager, and has not given any informed consent to ("PM") or permission to – much less simultaneously represent and sue the companies. Indeed, even if Fiorillo were to attempt to give any such informed consent pursuant to Rule 1.7(b) – he would be authorizing the company's retention of lawyers who are actively engaged in taking its assets and enjoining it

from conducting business. For this reason alone, the RGPS Lawyers should be disqualified from representing any parties in the instant action.

### III. CONCLUSION.

For the foregoing reasons, attorneys Kevin Peters, George McLaughlin, and their law firms unlawful acts and fraud upon this court in attempting to collect monies not due their clients in a criminal conspiracy to harm Fiorillo, violate his rights to privacy, attorney client privileges and violations of multiple Rules of Professional Conduct and have all participated in racketeering scheme to extort upwards of \$73,500,000 not due or owing. All such attorney's and their law firms where officially noticed of such conflicts as communicated and served by Attorneys Neil Kreuzer and Shawn M. Masterson and questions of such conflicts previously raised by Judge Locke (see transcripts from January 2022 hearings) as well as in substantive motions served on an *emergency* basis *ad nauseam*, have patently refused to stand down and recuse themselves as they purport that they have no conflicts and thus should not be disqualified. The facts contained in this verified motion and the chronological evidence detailed in the supportive exhibits, clearly prove the existence of a sinister consorted and sophisticated unlawful “gaming of the legal system”. Wherefore, Fiorillo respectfully requests a 30-day emergency stay be granted, discovery conducted into such blatant conflicts; violations of the Rules of Conduct and unlawful acts and set down an evidentiary hearing so that the parties may examine witnesses with relevant knowledge of the facts and circumstance so raised in the is emergency motion to disqualify the RGSPE attorneys. Where we prey, this Court may properly rule upon this emergency motion in due course and provide any other such relief so granted.

Respectfully submitted and verified,

NICHOLAS FIORILLO,  
/s/ Nicholas Fiorillo  
Nicholas Fiorillo, PRO SE  
Harwichport, MA

Dated: May 24, 2022

Tel: (508)776-7219  
Email: [metrowestrealty@yahoo.com](mailto:metrowestrealty@yahoo.com)

/s/ Neil Kreuzer  
Law Office of Neil Kreuzer  
268 Newbury St., 4<sup>th</sup> Floor  
Boston, MA 02116  
(617) 872-5347  
[nkreuzer@aol.com](mailto:nkreuzer@aol.com)  
(for LLC defendants/ Plaintiffs in  
Counterclaims, but NOT FIORILLO)

CERTIFICATE OF SERVICE

I, Nicholas Fiorillo, *pro se*, hereby certify that Attorney Salvaggio forwarded Emergency Motion via e-mail and now concluded Rule 9C on May 20<sup>th</sup> with opposing counsel. Whereas, Attorney Kevin Salvaggio *proc hac vice* is still pending, noticed with the court is pending, we have removed his signature block:

/s/ Nicholas Fiorillo  
Nicholas Fiorillo, *pro se*  
Respectfully submitted and verified,

NICHOLAS FIORILLO,  
/s/ Nicholas Fiorillo

Dated: May 24, 2022

CERTIFICATION OF COMPLIANCE WITH RULE 9A

I, Neil Kreuzer, hereby certify that this motion is filed in compliance with Rule 9A. A response was received, and will be sent with this motion.

Dated: June 1, 2021

/s/ Neil Kreuzer