



## Electronically Certified Court Record

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### DOCUMENT INFORMATION

<b>Agency Name:</b>	Clerk of the Circuit Court & Comptroller, Palm Beach County
<b>Clerk of the Circuit Court:</b>	The Honorable Joseph Abruzzo
<b>Date Issued:</b>	6/18/2025 8:19:29 PM
<b>Unique Reference Number:</b>	CAA-FBH-BCAJJ-CCCHHFCAI-BCBCDGJ-A
<b>Case Number:</b>	502025CA006024XXXAMB
<b>Case Docket:</b>	COMPLAINT
<b>Requesting Party Code:</b>	517

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### CERTIFICATION

Pursuant to Sections 90.955(1) and 90.902(1), Florida Statutes, and Federal Rules of Evidence 901(a), 901(b)(7), and 902(1), the attached document is electronically certified by The Honorable Joseph Abruzzo, Clerk of the Circuit Court & Comptroller, Palm Beach County, to be a true and correct copy of an official record or document authorized by law to be recorded or filed and actually recorded or filed in the office of the Clerk of the Circuit Court & Comptroller, Palm Beach County. The document may have redactions as required by law.

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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

GORILLA EQUITY DEVELOPMENT, LLC,  
a Florida limited liability, individually and  
derivatively on behalf of STATE STORAGE  
TAMPA BAY, LLC, a Florida limited liability  
company,

Case No.:

Plaintiff,

vs.

STATE STORAGE GROUP, LLC, a Florida  
limited liability company, and DAVID HEIL,  
individually,

Defendants.

**COMPLAINT**

Plaintiff, GORILLA EQUITY DEVELOPMENT, LLC, a Florida limited liability company, individually and derivatively on behalf of STATE STORAGE TAMPA BAY, LLC, a Florida limited liability company, by and through its undersigned counsel, sues Defendants, STATE STORAGE GROUP, LLC, a Florida limited liability company, and DAVID HEIL, individually, as follows:

***Parties, Jurisdiction and Venue***

1. Plaintiff, GORILLA EQUITY DEVELOPMENT, LLC, is a Florida limited liability company with its principal place of business located in Pinellas County, Florida. ("Gorilla Equity")

2. Defendant, STATE STORAGE GROUP, LLC, is a Florida limited liability company with its principal place of business located in Palm Beach County, Florida. ("State Storage Group")

3. Defendant, DAVID HEIL, is an individual residing in Hennepin County, Minnesota. (“Heil”)

4. This Court has jurisdiction over the parties and subject matter herein.

5. Venue is proper in Palm Beach County, Florida pursuant to § 47.011, Florida Statutes and the Operating Agreement of State Storage Tampa Bay, LLC dated May 11, 2020, a copy of which is attached hereto as **Exhibit 1**. (“Operating Agreement”)

***Allegations Common to All Counts***

**A. The ownership of State Storage Tampa Bay, LLC**

6. At all times material hereto, Gorilla Equity was an investor and member of State Storage Tampa Bay, LLC, a Florida limited liability company (“State Storage Tampa Bay”), owning 20% of its total membership units.

7. State Storage Tampa Bay owns and operates five (5) self-storage facilities in the general Tampa Bay area and directs, controls, and manages other self-storage facilities across the United States.

8. At all times material hereto, State Storage Group was a member of State Storage Tampa Bay, owning 40% of its total membership units.

9. State Storage Group is owned and controlled by Heil and serves as the majority member of State Storage Tampa Bay.

10. The remaining 40% of the total membership units for State Storage Tampa Bay is owned by other investors, including ANG Equity Holdings, LLC and State Storage Midwest, LLC, owning 20% and 20%, respectively.

11. At all times material hereto, State Storage Tampa Bay has been under the sole direction, control and management of Heil, as set forth in the Operating Agreement.

12. Similar to State Storage Tampa Bay, Heil and State Storage Group direct, control and manage other self-storage facilities across the United States under corporate structures that are similar to State Storage Tampa Bay.

13. Through State Storage Group, Heil has secured millions of investment dollars to acquire, develop and operate other self-storage facilities across the United States through various investment groups. Those investment groups have invested in other limited liability companies with a similar corporate structure as State Storage Tampa Bay. (State Storage Investment Groups")

**B. The pertinent terms of the Operating Agreement.**

14. Pursuant to Section 4.4 of the Operating Agreement, any loan to or on behalf of State Storage Tampa Bay is only permitted with Required Consent. See **Exhibit 1**.

15. The Operating Agreement defines "Required Consent" as being the "written consent of the Members owning a majority proportion of the Voting Rights, subject to the Voting Parameters, to consent to an act or the affirmative vote of the Members owning a sufficient proportion of Voting Rights, subject to the Voting Parameters." See **Exhibit 1** at 8.

16. Similarly, Section 6.1(e) of the Operating Agreement allows for State Storage Tampa Bay to borrow or otherwise commit the credit of the Company so long as those acts are approved by the Majority in Interest. See **Exhibit 1**.

17. The Operating Agreement defines "Majority in Interest" as the "majority of the Units as outlined in Exhibit A." See **Exhibit 1** at 6.

18. As set forth in Section 8.3 of the Operating Agreement, for the Majority in Interest to take action pursuant to Section 6.1(e), requires the written consent of the “Member(s) owning the majority of the Units.” See **Exhibit 1**.

19. Similar to the requirements for granting and extending loans and credit, Section 5.1 of the Operating Agreement allows for Distributions of Available Cash to be made to the Members of State Storage Tampa Bay only upon written Required Consent. See **Exhibit 1**.

20. The Operating Agreement defines “Available Cash” as “all cash funds of the Company on hand at any time after payment of all expenses of the Company due as of such time, as reduced by the amount of any working capital or investment reserved established by a Majority in Interest of the Members.” See **Exhibit 1** at 3.

**C. Defendants’ violations of the Operating Agreement.**

21. Since May, 2020, and in direct violation of the Operating Agreement, Heil, through State Storage Group, has converted substantial sums of money for personal use.

22. Specifically, though a series of “loans” taken in the name State Storage Tampa Bay, Heil has extracted no less than \$2,025,752 from other State Storage Investor Groups for a combination of personal use and capital support to other State Storage Investor Groups, including State Storage Tampa Bay without Required Consent and without obtaining the approval of a Majority in Interest of State Storage Tampa Bay.

23. At the same time, to give cover to his ongoing extraction of money from other State Storage Investor Groups for which he has obligated State Storage Tampa Bay to repay, Heil, through State Storage Group, has made numerous and ongoing Distributions to certain Members of State Storage Tampa Bay—but again without

Required Consent and without obtaining the approval of a Majority in Interest in State Storage Tampa Bay.

24. As evidenced by a series of lawsuits filed against Heil and State Storage Group, it has been alleged by investors in other State Storage Investor Groups that Heil, again through State Storage Group, has taken similar action to convert money from those groups as well, while attempting to distract its investors through making Distributions to certain Members. Upon information and belief, these lawsuits remain pending.

25. Following the filing of these lawsuits, Heil attempted to cover his tracks—at least in part—by creating a series of backdated promissory notes for these improper loans without Required Consent and without the approval of the Majority in Interest.

26. These include the following promissory notes given by State Storage Tampa Bay:

- a. Promissory Note dated April 9, 2021, to State Storage Kansas City, LLC in the amount of \$200,000, an unsigned copy of which is attached hereto as **Exhibit 2**;
- b. Promissory Note dated September 30, 2021, to State Storage Prior Lake, LLC in the amount of \$150,000, an unsigned copy of which is attached hereto as **Exhibit 3**;
- c. Promissory Note dated December 2, 2022, to Seahawk State Storage, LLC in the amount of \$460,000, a copy of which is attached hereto as **Exhibit 4**; and

- d. Promissory Note dated October 1, 2024, to State Storage Midwest, LLC in the amount of \$85,000, a copy of which is attached hereto as **Exhibit 5.**

Exhibits 2, 3, 4 and 5 are collectively referred to as the “Illegal Promissory Notes.”

27. In addition to the Illegal Promissory Notes, Heil has obligated State Storage Tampa Bay to repay \$1,130,752.05 in additional “loans,” including \$693,000.05 borrowed from State Storage Group, all of which continue to accrue interest of \$9,422.93 each month, as follows:

Lender	Borrower	Amount	Date Start	Today	Days	Int	\$	Monthly Int going Forward
SSG	SSGTB	\$60,000	06/25/2021	12/31/2021	190	10.0%	\$3,123.29	
SSG	SSGTB	\$74,000	12/31/2021	09/13/2023	622	10.0%	\$12,610.41	
SSG	SSGTB	\$49,000	09/13/2023	10/26/2023	44	10.0%	\$590.68	
SSG	SSGTB	\$79,000	10/26/2023	11/15/2023	21	10.0%	\$454.52	
SSG	SSGTB	\$104,000	11/15/2023	01/10/2024	57	10.0%	\$1,624.11	
SSG	SSGTB	\$134,000	01/10/2024	01/16/2024	7	10.0%	\$256.99	
SSG	SSGTB	\$79,000	01/16/2024	04/08/2024	84	10.0%	\$1,818.08	
SSG	SSGTB	\$149,000	04/08/2024	05/28/2024	51	10.0%	\$2,081.92	
SSG	SSGTB	\$154,000	05/28/2024	06/03/2024	7	10.0%	\$295.34	
SSG	SSGTB	\$164,000	06/03/2024	09/30/2024	120	10.0%	\$5,391.78	
SSG	SSGTB	\$194,000	09/30/2024	03/09/2025	161	10.0%	\$8,557.26	
SSG	SSGTB	\$368,000	03/09/2025	04/01/2025	24	10.0%	\$2,419.73	
SSM	SSGTB	\$135,000						
SSG	6717	\$75,000	11/29/2022	09/11/2023	287	10.0%	\$5,897.26	
SSG	6717	\$100,000	09/11/2023	10/26/2023	46	10.0%	\$1,260.27	
SSG	6717	\$133,000	10/26/2023	12/22/2023	58	10.0%	\$2,113.42	
SSG	6717	\$163,000	12/22/2023	01/16/2024	26	10.0%	\$1,161.10	
SSG	6717	\$100,000	01/16/2024	04/01/2025	442	10.0%	\$12,109.59	
ANG	6717	\$120,000	09/30/2021	04/01/2025	1280	10.0%	\$42,082.19	
SSG SAV	6717	\$225,000	09/30/2021	04/01/2025	1280	10.0%	\$78,904.11	
Interest rolled forwards		\$182,752						
	Total	\$1,130,752.05					\$182,752.05	\$9,422.93

(“Other Illegal Loans”)

28. None of the Other Illegal Loans were incurred with Required Consent or the approval of a Majority in Interest of State Storage Tampa Bay.

29. As a way to distract the Members of State Storage Tampa Bay such that he could continue to extract money, Heil, through State Storage Group, has made ongoing Distributions in excess of \$60,000.00 per month without Required Consent and without the approval of a Majority in Interest.

30. Beginning in early 2025, Gorilla Equity began questioning Heil regarding the improper loans and distributions.

31. In retaliation, Heil, through State Storage Group, began taking a series of unauthorized steps to reduce Gorilla Equity’s interest in State Storage Tampa Bay, including but not limited to unauthorized “capital calls” and by withholding the unauthorized Distributions to Gorilla Equity while continuing to make unauthorized distributions to the other Members.

32. Heil has effectuated the Illegal Promissory Notes, Other Illegal Loans and improper distributions with the actual intent to hinder, delay or defraud State Storage Tampa Bay and Gorilla Equity.

33. The actions of Heil, through State Storage Group has left State Storage Tampa Bay insolvent, as defined by § 726.103, Fla. Stat.

### ***Miscellaneous***

34. All conditions precedent to the initiation of this action have occurred, been satisfied or have otherwise been waived.



35. Gorilla Equity has retained the services of the undersigned counsel, and has agreed to pay a reasonable fee for the services herein.

**COUNT I**  
**(“Violation of § 726.105, Fla. Stat.—State Storage Group”)**

36. This is a derivative action brought by Gorilla Equity on behalf of State Storage Tampa Bay against State Storage Group for equitable and other relief as provided by § 726.108, Fla. Stat, where the amount in controversy is in excess of \$50,000, exclusive of attorneys’ fees, interest and court costs.

37. Gorilla Equity realleges paragraphs 1 through 35 as if fully set forth herein.

38. Pursuant to § 605.0802, Florida Statutes, Gorilla Equity has made demands upon the State Storage Tampa Bay and its members to take suitable action to enforce the rights asserted herein within a reasonable time. Despite this demand, the members have failed to respond to Gorilla Equity’s demand. Alternatively, making a demand upon the members of State Storage Tampa Bay would be futile, or irreparable injury would result by waiting any longer for the members to take appropriate action.

39. Pursuant to § 605.0803(1), Fla. Stat., Gorilla Equity is the proper plaintiff because it was a member of State Storage Tampa Bay when the conduct giving rise to this action occurred.

40. In giving the Illegal Promissory Notes and Other Illegal Loans, State Storage Tampa Bay is a creditor as defined by § 726.102(5), Fla. Stat.

41. The Illegal Promissory Notes and Other Illegal Loans constitute transfers made or obligations incurred that are fraudulent as to State Storage Group, whether its claim arose before or after the transfer was made or the obligation was incurred.

42. State Storage Group gave the Illegal Promissory Notes and Other Illegal Loans with: actual intent to hinder, delay, or defraud State Storage Tampa Bay; or without receiving a reasonably equivalent value in exchange for the transfer or obligation. Likewise, State Storage Tampa Bay was engaged or was about to engage in a business or a transaction for which the remaining assets were unreasonably small in relation to the business or transaction; or was intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

WHEREFORE, Gorilla Equity on behalf of State Storage Tampa Bay demands judgment against State Storage Group for the following relief:

- (a) Avoidance of the Illegal Promissory Notes and Other Illegal Loans to the extent necessary to satisfy the State Storage Tampa Bay's claim;
- (b) An attachment or other provisional remedy against the assets transferred or other property of the transferee in accordance with applicable law;
- (c) An injunction against further disposition by the State Storage Group or a transferee, or both, of the asset transferred or of other property;
- (d) Appointment of a receiver to take charge of the State Storage Tampa Bay; along with
- (e) Any other relief the circumstances may require.

**COUNT II**  
**("Violation of § 726.105, Fla. Stat.—Heil")**

43. This is a derivative action brought by Gorilla Equity on behalf of State Storage Tampa Bay against Heil for equitable and other relief as provided by §726.108, Fla. Stat, where the amount in controversy is in excess of \$50,000, exclusive of attorneys' fees, interest and court costs.

44. Gorilla Equity realleges paragraphs 1 through 35 as if fully set forth herein.

45. Pursuant to § 605.0802, Florida Statutes, Gorilla Equity has made a demand upon the State Storage Tampa Bay and its members to take suitable action to enforce the rights asserted herein within a reasonable time. Despite this demand, the members have failed to respond to Gorilla Equity's demand. Alternatively, making a demand upon the members of State Storage Tampa Bay would be futile, or irreparable injury would result by waiting any longer for the members to take appropriate action.

46. Pursuant to § 605.0803(1), Fla. Stat., Gorilla Equity is the proper plaintiff as it was a member of State Storage Tampa Bay when the conduct giving rise to this action occurred.

47. In giving the Illegal Promissory Notes and Other Illegal Loans, State Storage Tampa Bay is a creditor as defined by § 726.102(5), Fla. Stat.

48. The Illegal Promissory Notes and Other Illegal Loans constitute transfers made or obligations incurred that are fraudulent as to Heil, whether its claim arose before or after the transfer was made or the obligation was incurred.

49. Heil gave the Illegal Promissory Notes and Other Illegal Loans with actual intent to hinder, delay, or defraud State Storage Tampa Bay; or without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the State Storage Tampa Bay was engaged or was about to engage in a business or a transaction for which the remaining assets were unreasonably small in relation to the business or transaction; or was intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

WHEREFORE, Gorilla Equity on behalf of State Storage Tampa Bay demands judgment against Heil for the following relief:

(a) Avoidance of the Illegal Promissory Notes and Other Illegal Loans to the extent necessary to satisfy the State Storage Tampa Bay's claim;

(b) An attachment or other provisional remedy against the assets transferred or other property of the transferee in accordance with applicable law;

(c) An injunction against further disposition by the Heil or a transferee, or both, of the asset transferred or of other property;

(d) Appointment of a receiver to take charge of the State Storage Tampa Bay;

(e) An award of prejudgment interest, attorneys' fees and court costs; along with

(f) Any other relief the circumstances may require.

### **COUNT III**

#### **("Breach of Operating Agreement: Illegal Promissory Notes and Other Illegal Loans—State Storage Group")**

50. This is a derivative action brought by Gorilla Equity on behalf of State Storage Tampa Bay against State Storage Group for damages where the amount in controversy is in excess of \$50,000, exclusive of attorneys' fees, interest and court costs.

51. Gorilla Equity realleges paragraphs 1 through 35 as if fully set forth herein.

52. Pursuant to § 605.0802, Florida Statutes, Gorilla Equity has made a demand upon the State Storage Tampa Bay and its members to take suitable action to enforce the rights asserted herein within a reasonable time. Despite this demand, the members have failed to respond to Gorilla Equity's demand. Alternatively, making a

demand upon the members of State Storage Tampa Bay would be futile, or irreparable injury would result by waiting any longer for the members to take appropriate action.

53. Pursuant to § 605.0803(1), Fla. Stat., Gorilla Equity is the proper plaintiff as it was a member of State Storage Tampa Bay when the conduct giving rise to this action occurred.

54. State Storage Group has breached the Operating Agreement by giving the Illegal Promissory Notes and Other Illegal Loans.

55. State Storage Tampa Bay has suffered damages as a result of State Storage Group's breach.

WHEREFORE, Gorilla Equity on behalf of State Storage Tampa Bay demands judgment for damages against State Storage Group, along with an award of prejudgment interest, attorneys' fees, court costs, and any other relief the circumstances may require.

**COUNT IV**  
**("Breach of Operating Agreement: Illegal Distributions—State Storage Group")**

56. This is a derivative action brought by Gorilla Equity on behalf of State Storage Tampa Bay against State Storage Group and Heil for damages where the amount in controversy is in excess of \$50,000, exclusive of attorneys' fees, interest and court costs.

57. Gorilla Equity realleges paragraphs 1 through 35 as if fully set forth herein.

58. Pursuant to § 605.0802, Florida Statutes, Gorilla Equity has made a demand upon the State Storage Tampa Bay and its members to take suitable action to enforce the rights asserted herein within a reasonable time. Despite this demand, the members have failed to respond to Gorilla Equity's demand. Alternatively, making a

demand upon the members of State Storage Tampa Bay would be futile, or irreparable injury would result by waiting any longer for the members to take appropriate action.

59. Pursuant to § 605.0803(1), Fla. Stat., Gorilla Equity is the proper plaintiff as it was a member of State Storage Tampa Bay when the conduct giving rise to this action occurred.

60. State Storage Group has breached the Operating Agreement by giving the Illegal Distributions.

61. State Storage Tampa Bay has suffered damages as a result of State Storage Group's breach.

62. Pursuant to § 605.0406, Fla. Stat, Heil is personally liable for all improper distributions.

WHEREFORE, Gorilla Equity on behalf of State Storage Tampa Bay demands judgment for damages against State Storage Group and Heil, along with an award of prejudgment interest, attorneys' fees, court costs, and any other relief the circumstances may require.

#### **COUNT V**

##### **("Breach of Operating Agreement: Illegal Distributions—Gorilla Equity v. Heil")**

63. This is an action brought by Gorilla Equity against Heil for damages where the amount in controversy is in excess of \$50,000, exclusive of attorneys' fees, interest and court costs.

64. Gorilla Equity realleges paragraphs 1 through 35 as if fully set forth herein.

65. Heil has breached the Operating Agreement by failing to failing to provide it with its proportional share of Distributions.

66. Gorilla Equity has suffered damages as a result of State Storage Group's breach.

67. Pursuant to § 605.0406, Fla. Stat, Heil is personally liable for all improper distributions.

WHEREFORE, Gorilla Equity demands judgment for damages against Heil, along with an award of prejudgment interest, attorneys' fees, court costs, and any other relief the circumstances may require.

**COUNT VI**  
**("Breach of Fiduciary Duty—State Storage Group")**

68. This is a derivative action brought by Gorilla Equity on behalf of State Storage Tampa Bay against State Storage Group for breach of fiduciary duty where the amount in controversy is in excess of \$50,000, exclusive of attorneys' fees, interest and court costs.

69. Gorilla Equity realleges paragraphs 1 through 35 as if fully set forth herein.

70. Pursuant to § 605.0802, Florida Statutes, Gorilla Equity has made a demand upon the State Storage Tampa Bay and its members to take suitable action to enforce the rights asserted herein within a reasonable time. Despite this demand, the members have failed to respond to Gorilla Equity's demand. Alternatively, making a demand upon the members of State Storage Tampa Bay would be futile, or irreparable injury would result by waiting any longer for the members to take appropriate action.

71. Pursuant to § 605.0803(1), Fla. Stat., Gorilla Equity is the proper plaintiff as it was a member of State Storage Tampa Bay when the conduct giving rise to this action occurred.

72. A fiduciary duty exists between State Storage Tampa Bay and State Group it relates to their respective positions, obligations and responsibilities in and to State Storage Tampa Bay.

73. State Storage Group has breached his fiduciary duty to State Storage Tampa Bay.

74. State Storage Group of Tampa Bay has been damaged as a result of State Storage Group's breach.

WHEREFORE, Gorilla Equity on behalf of State Storage Tampa Bay demands judgment for damages against State Storage Group, along with an award of prejudgment interest, attorneys' fees, court costs, and any other relief the circumstances may require.

**COUNT VII**  
**("Violation of § 605.04093, Fla. Stat.—State Storage Group)**

75. This is a derivative action brought by Gorilla Equity on behalf of State Storage Tampa Bay against State Storage Group for violation of § 605.04093, Fla. Stat., where the amount in controversy is in excess of \$50,000, exclusive of attorneys' fees, interest and court costs.

76. Gorilla Equity realleges paragraphs 1 through 35 as if fully set forth herein.

77. Pursuant to § 605.0802, Florida Statutes, Gorilla Equity has made a demand upon the State Storage Tampa Bay and its members to take suitable action to enforce the rights asserted herein within a reasonable time. Despite this demand, the members have failed to respond to Gorilla Equity's demand. Alternatively, making a demand upon the members of State Storage Tampa Bay would be futile, or irreparable injury would result by waiting any longer for the members to take appropriate action.



78. Pursuant to § 605.0803(1), Fla. Stat., Gorilla Equity is the proper plaintiff as it was a member of State Storage Tampa Bay when the conduct giving rise to this action occurred.

79. By giving the Illegal Promissory Notes and Other Illegal Loans, State Storage Group has

- (a) breached or failed to perform the duties as a member in a member-managed limited liability company; and
- (b) those breaches constitute:

1. A violation of the criminal law unless the manager or member had a reasonable cause to believe his, her, or its conduct was lawful or had no reasonable cause to believe such conduct was unlawful. A judgment or other final adjudication against a manager or member in any criminal proceeding for a violation of the criminal law estops that manager or member from contesting the fact that such breach, or failure to perform, constitutes a violation of the criminal law, but does not estop the manager or member from establishing that he, she, or it had reasonable cause to believe that his, her, or its conduct was lawful or had no reasonable cause to believe that such conduct was unlawful.

2. A transaction from which the manager or member derived an improper personal benefit, directly or indirectly.

3. A distribution in violation of § 605.0406, Fla. Stat.

78. By committing these acts, State Storage Group has demonstrated a conscious disregard of the best interest of State Storage Tampa Bay, or willful misconduct.

WHEREFORE, Gorilla Equity on behalf of State Storage Tampa Bay demands judgment for damages against State Storage Group, along with an award of prejudgment interest, attorneys' fees, court costs, and any other relief the circumstances may require.

**JURY TRIAL DEMAND**

Gorilla Equity hereby demands a jury trial on all issues so triable.

Dated this 18th day of June, 2025.

OLDER, LUNDY, KOCH & MARTINO



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*Counsel for Plaintiffs, GORILLA EQUITY*

*DEVELOPMENT, LLC, individually and derivatively on*

*behalf of STATE STORAGE TAMPA BAY, LLC*