IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA, TAMPA DIVISION

UPSTATE HOLDINGS, LLC,
Plaintiff,
v.
DAVID J. HEIL, individually,
DHV VENTURES, LLC,
JAMES WAIT, individually,
STATE STORAGE GROUP, LLC,
ANG EQUITY HOLDINGS, LLC,
NICK GOOD, individually,
STATE STORAGE PALMETTO, LLC,
STATE STORAGE SOUTHWEST, LLC,
UTAH BUILT, LLC,
STATE STORAGE TAMPA BAY, LLC,
CARL GENTILE, individually,
JUSTIN COHEN, individually,
CGV HOLDING, LLC,
COHEN CAPITAL, LLC,
GATOR STATE STORAGE WPB, LLC,
GATOR STATE STORAGE HAVERHILL, LLC,
GATOR STATE STORAGE LAKE WORTH, LLC,
GATOR STATE STORAGE BOYNTON BEACH, LLC,
ABEL SNG, individually,
Defendants.

Case No. 8:26-cv-00043-SDM-CPT

SECOND AMENDED COMPLAINT AND ALTERNATIVE DERIVATIVE COMPLAINT

DEMAND FOR JURY TRIAL

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 18 U.S.C. § 1964(c). Plaintiff asserts claims arising under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961–1964.

2. Personal jurisdiction is proper under 18 U.S.C. § 1965. The enterprise alleged below operated across Florida, Minnesota, Texas, and Utah through interstate wires, banking channels, affiliated entities, and property transactions. The defendants participated in or directed transactions, communications, transfers, or conduct connected to Florida and to this District.

3. Venue is proper in the Middle District of Florida, Tampa Division, under 28 U.S.C. § 1391(b)(2) and 18 U.S.C. § 1965(a). Plaintiff is located in this District, and a substantial part of the events giving rise to this action occurred in this District, including the operation of Florida-based enterprise entities, transactions involving Florida limited liability companies and Florida real property, transfers from Florida-based accounts, and Plaintiff's exclusion from enterprise assets, records, proceeds, and distributions.

II. PARTIES

4. Plaintiff Upstate Holdings, LLC ("Upstate") is a Florida limited liability company. Upstate owns membership interests in Gator State Storage TB, LLC

("GSSTB"), State Storage Palmetto, LLC ("SSP"), and State Storage Lubbock, LLC ("SSL"), through which it holds economic rights in income, proceeds, distributions, records, and successor value.

5. Defendant David J. Heil is a Minnesota resident. At relevant times, Heil controlled DHV Ventures, LLC ("DHV"), State Storage Group, LLC ("SSG"), and related enterprise entities, and acted as the principal decision-maker for the transactions alleged below. References to "Heil" mean David J. Heil.

6. Defendant DHV Ventures, LLC ("DHV") is a Minnesota limited liability company controlled by Heil and a member of SSP. DHV participated in the transactions alleged below.

7. Defendant James Wait, also known as Jayme Wait, is a Texas resident, co-managing member, and 40% owner of SSG. Wait participated in enterprise planning, management, accounting, and exclusion-related conduct alleged below.

8. Defendant State Storage Group, LLC ("SSG") is a Florida limited liability company controlled by Heil. SSG served as the enterprise's management, accounting, and transaction hub.

9. Defendant ANG Equity Holdings, LLC ("ANG") is a Texas limited liability company and a member of SSP. ANG participated in entity authorizations and transfer approvals alleged below through Austin Good and, later, Nick Good.

10. Defendant Nick Good is a Texas resident and managing member of ANG. Nick Good executed authorization documents in connection with the SSP insider loan transactions and related enterprise documentation alleged below.

11. Defendant State Storage Palmetto, LLC ("SSP") is a Florida limited liability company co-managed by Heil and Wait, with DHV and ANG as members. SSP funded the August 2023 insider loan transfers alleged below, and Upstate alleges that SSP distributions and proceeds were withheld from it.

12. Defendant State Storage Southwest, LLC ("SSSW") is a Minnesota limited liability company associated with Heil and Abel Sng and a member of Utah Built, LLC.

13. Defendant Utah Built, LLC is a Utah limited liability company that received SSP-funded loan proceeds in the transactions alleged below.

14. Defendant State Storage Tampa Bay, LLC ("SSTB") is a Florida limited liability company formed to hold or receive the 12501 and 13001 Belcher Road assets after their transfer or restructuring from GSSTB. Its members include Heil, Wait, DHV, SSG, and ANG.

15. Defendant Carl Gentile is an individual and principal of CGV Holding, LLC. Gentile participated in the Haverhill and Lake Worth loan transactions alleged below.

16. Defendant Justin Cohen is an individual and principal of Cohen Capital, LLC. Cohen participated in the Boynton Beach loan transaction alleged below.

17. Defendant CGV Holding, LLC ("CGV") is a Florida limited liability company controlled by Gentile and served as manager or control entity for Gator State Storage Haverhill, LLC and Gator State Storage Lake Worth, LLC.

18. Defendant Cohen Capital, LLC ("Cohen Capital") is an Arizona limited liability company controlled by Cohen and served as manager or control entity for Gator State Storage Boynton Beach, LLC.

19. Defendant Gator State Storage Haverhill, LLC ("Gator Haverhill") is a Florida limited liability company and recipient of SSP-funded loan proceeds alleged below.

20. Defendant Gator State Storage Lake Worth, LLC ("Gator Lake Worth") is a Florida limited liability company and recipient of SSP-funded loan proceeds alleged below.

21. Defendant Gator State Storage Boynton Beach, LLC ("Gator Boynton Beach") is a Florida limited liability company and recipient of SSP-funded loan proceeds alleged below.

22. Defendant Gator State Storage WPB, LLC ("Gator WPB") is a Florida limited liability company controlled by Heil and a member of each Gator entity named herein.

23. Defendant Abel Sng is an individual who served as Chief Financial Officer of SSG and held a membership interest in SSSW. Sng participated in enterprise communications and wire transactions alleged below.

III. FACTUAL BACKGROUND

A. Upstate's Direct Membership Interests

24. Upstate owns membership interests in enterprise entities at issue in this case, including GSSTB, SSP, and SSL. Through those interests, Upstate holds rights to income, proceeds, distributions, records, governance, and successor value.

25. GSSTB held or controlled economic rights in the 12501 and 13001 Belcher Road commercial storage assets before those assets were transferred or restructured into SSTB. Upstate owned and owns 20% of GSSTB and, through that membership interest, held rights connected to the Belcher Road assets. SSP separately owned commercial self-storage development property and received sale proceeds in August 2023.

26. Heil, through DHV and related entities, controlled the management and financial operations of GSSTB, SSP, SSG, and related enterprise entities. SSG served as the enterprise's management, accounting, and transaction hub.

B. Formation of SSTB, Upstate's Exclusion, and Planning Communications

27. In or around July 2019, without Upstate's knowledge, consent, or participation, Heil and enterprise insiders formed SSTB to hold or receive the Belcher Road assets after their transfer or restructuring from GSSTB. Upstate was excluded from SSTB despite its 20% ownership interest in GSSTB and its economic rights in the Belcher Road assets. On July 9, 2019, one week after the planning email described below, Upstate was formally removed from management of the enterprise entities. More than $150,000 was removed from SSL accounts and transferred to Heil later that same month. Austin Good, acting on behalf of ANG, also transmitted formal notice of the management removal and presented a capital call with a dilution mechanism conditioned on Upstate's contribution. (Exhibits D, F, G, M.)

28. On July 2, 2019, Heil, Wait, Austin Good, and attorney Jeffrey Hamilton exchanged interstate emails concerning Upstate's removal from management, denial of access to refinancing proceeds, and removal of bank account rights. In that exchange, Austin Good warned that the reasons for removing Upstate should

not be written down to avoid giving Upstate leverage in court, and Heil agreed. Wait stated that he expected Upstate to need funds for legal counsel. (Exhibit X.)

29. The exclusionary plan extended beyond the Belcher Road assets. In or around January 2020, Heil transmitted an interstate email to Abel Sng, David Minor, and counsel at Holland & Knight stating, “We will use this process on Lubbock, Amarillo, and Palmetto.” The referenced process was the exclusionary mechanism described in the July 2, 2019 communications. Sng later approved the August 2023 SSP wire disbursements as CFO of SSG. (Trial Tr. vol. 3, JHOG Holdings LLC v. David Heil and Texas Built, LLC, No. 50-2023-CA-006308-XXXX-MB, at 667, Palm Beach Cnty. Cir. Ct. Feb. 5, 2026, referencing January 2020 email) (referenced herein as “Trial Tr.”).

30. After SSTB was formed and Upstate was excluded, Heil and the enterprise withheld management access, financial information, account access, refinancing benefits, and distributions from Upstate. Heil later testified that distributions were paid to other members while Upstate received none. (Trial Tr. vol. 3, 632:22–633:4.)

31. Austin Good participated in ANG’s role in the enterprise beginning in July 2019. Nick Good later executed authorization and approval documents in connection with the August 24, 2023 SSP insider loan transactions and related enterprise documentation.

32. On February 3, 2025, SSP's Wells Fargo operating account ending in 4929 was closed without notice to Upstate. On the same date, $26,300.03 was transferred to SSG with the notation "Business Checking Cash for Closing Account."

C. Belcher Road Dual-Valuation Scheme and Synovus Financing

33. The Belcher Road transfer used two conflicting valuation tracks. Internally, for purposes of transferring the assets into SSTB while excluding Upstate, Defendants used materially lower transfer values, approximately $1.75 million for 13001 Belcher and approximately $1 million for 12501 Belcher. Externally, for lender-facing purposes, Defendants presented substantially higher values to Synovus.

34. In responses to requests for admission in a pending proceeding against SSTB in Pinellas County, Florida, Heil admitted that he had more than one telephone conversation with Tony of Synovus Bank during 2020 regarding the Belcher Road properties or related financing. In those same responses, Heil denied that during 2020 or 2021 he represented to lenders that 12501 exceeded $3 million, that 13001 exceeded $3 million, or that the combined Belcher Road properties exceeded $6 million.

35. Synovus's own production in that same proceeding contradicts those denials. A lender-facing Schedule of Real Estate Owned produced by Synovus identifies 12501 S. Belcher Road with an estimated market value of $3,250,000 and 13001 Belcher Ave. S. with an estimated market value of $3,950,000, for combined lender-facing estimated values of $7.2 million. SSTB is identified as the ownership LLC for both properties, with SSG as upstream owner. Colliers International appraisals commissioned by Synovus in March and April 2020 valued 12501 at $3,010,000 as-is and $3,240,000 prospective upon stabilization, and valued 13001 at $3,270,000 as-is and $4,000,000 prospective upon completion, consistent with the SOREO figures. (Exhibits O, Y.) The corresponding internal transfer prices into SSTB were approximately $1 million for 12501 and approximately $1.75 million for 13001.

36. Heil admitted that lis pendens notices were recorded against both 12501 and 13001 on or about June 15, 2021 and remained continuously in effect until at least March 2024. (Exhibit K.) A 2022 Synovus certification stating or implying that no litigation, lis pendens, or title issues affected the collateral conflicted with that admitted timeline.

37. Synovus later extended financing secured by the Belcher Road properties, including a $3,068,800 loan in April 2021 and a $4,385,000 mortgage on or about

November 15, 2022, after Upstate had been excluded from SSTB and while the lis pendens notices remained in effect against both properties. (Exhibits B, K.)

D. GSSTB Transfers to Heil Personal Savings Account

38. On or about April 23, 2020, the GSSTB operating account ending in 3535 received proceeds of $151,160.24 from SSG designated "Proceeds From Closing Shops" and, on the same date, transmitted $111,000 to an account controlled personally by Heil by interstate online transfer. The transfer was memorialized as: "Online Transfer to Heil D Ref #lb07Zptfs3 Savings Majority Capital High Interest." Upstate was not notified of and did not consent to this transfer. (Exhibit R.)

39. On or about November 29, 2022, the same GSSTB account ending in 3535 received $314,453 from SSTB designated "Tampa Bay Sales Proceeds" and, on the same date, transmitted $70,000 to an account controlled personally by Heil by interstate online transfer, memorialized as: "Online Transfer to Heil D Ref #b0H29J2Z3 Savings 70K Float for Upstate Legal Repay Cfo." Upstate was not notified of and did not consent to this transfer. (Exhibit U.)

E. The SSP Insider Loan Transactions (Exhibits N, N2, N3, N4)

40. On or about August 24, 2023, SSP's Wells Fargo operating account received a deposit of $3,081,558.01. On the same date, Heil caused SSP to transmit funds to multiple insider-controlled entities by interstate wire. These transfers were memorialized in promissory notes. (Exhibits N, N2, N3, N4.) None of these transfers was disclosed to or authorized by Upstate. The notes were executed through a coordinated DocuSign execution. ANG, a member of SSP, transmitted lender-side authorization through Nick Good's execution on each note. The notes matured by their stated terms before Upstate was removed from or denied access to the SSP bank records. As of that access cutoff, the notes had not been repaid through the account records available to Upstate, and no written extensions, renewals, repayment confirmations, satisfactions, or repayment documentation has been provided to Upstate or identified by Defendants. The notes were not supported by recorded collateral, independent underwriting, or personal guarantees running to SSP.

41. Heil executed each promissory note as authorized signatory for SSP on the lender side while simultaneously holding controlling interests in each borrowing entity. Under Exhibits N2, N3, and N4, Heil also executed the borrower-side signature blocks as Manager of Gator State Storage WPB, LLC, a formal Member of each Gator borrower entity, giving Heil control over both sides of each

transaction without independent approval, board oversight, or authorization from Upstate.

42. Exactly one year earlier, on August 24, 2022, Alpine Haverhill Holdings, L.C. extended a $1,000,000 promissory note jointly and severally signed by Gator Haverhill, Gator Lake Worth, Gator Boynton Beach, and David Heil individually as Maker, with maturity on November 24, 2023. (Exhibit Q.) The borrowers on that note are the same entities that received the August 24, 2023 SSP transfers. On August 24, 2023, three months before the Alpine note matured, SSP transmitted $500,000 to Gator Haverhill, $250,000 to Gator Lake Worth, and $250,000 to Gator Boynton Beach. The Gator entities and Heil later defaulted on the Alpine note on or about November 24, 2023. Upstate was not asked to approve the transfers and did not receive records or economic participation from the transactions.

43. Under Exhibit N, SSP transmitted $750,000 and a second $750,000 on or about August 24, 2023 to Utah Built, LLC in Utah. Heil executed the note as authorized signatory for SSP while also directing the borrower side. Nick Good DocuSigned the lender-side authorization as Manager of ANG Equity Holdings LLC, Member of SSP, from Texas. Sng, as CFO of SSG, approved the wire documentation. Upstate received no equity interest in the Utah properties and has received no benefit from their operation.

44. Under Exhibit N2, SSP transmitted $250,000 on or about August 24, 2023 to Gator Boynton Beach. Heil signed on the lender side for SSP and on the borrower side as Manager of Gator WPB, a formal Member of Gator Boynton Beach. Nick Good DocuSigned the ANG lender-side authorization from Texas. Cohen, as principal of Cohen Capital and manager of Gator Boynton Beach, accepted and documented the proceeds.

45. Under Exhibit N3, SSP transmitted $500,000 on or about August 24, 2023 to Gator Haverhill. Heil signed on the lender side for SSP and on the borrower side as Manager of Gator WPB, a formal Member of Gator Haverhill. Nick Good DocuSigned the ANG lender-side authorization from Texas. Gentile, as principal of CGV Holding and manager of Gator Haverhill, accepted and documented the proceeds.

46. Under Exhibit N4, SSP transmitted $250,000 on or about August 24, 2023 to Gator Lake Worth. Heil signed on the lender side for SSP and on the borrower side as Manager of Gator WPB, a formal Member of Gator Lake Worth. Nick Good DocuSigned the ANG lender-side authorization from Texas. Gentile, as principal of CGV Holding and manager of Gator Lake Worth, accepted and documented the proceeds.

47. On or about August 24, 2023, Heil also caused SSP to transmit $124,100 (Reference No. b02266826) and $350,000 (Reference No. b0226Cgz5) to SSG,

totaling $474,100, and $35,000 (Reference No. b02266Jpn) to SSL. On or about August 25, 2023, Heil caused additional transfers of $16,705.86 and $2,875.33 to DHV accounts. (Exhibit A.) These transfers moved SSP funds to entities under Heil's direct control while Upstate received no corresponding disclosure, approval right, or economic benefit.

48. Trial testimony described enterprise funds moving through a personally titled Wells Fargo account held in the names of Heil and Wait, outside any LLC structure, while corresponding allocations were tracked through QuickBooks or balance-sheet entries. (Trial Tr. vol. 2, 445:16–451:14.)

F. Proceeds Deployment

49. Utah Built received $1,500,000 from SSP and deployed those proceeds in connection with commercial storage properties in Cedar City, Utah. Upstate received no ownership interest, distributions, or operating benefit from those properties. Heil testified that after SSP loaned proceeds to Utah Built and other entities, those loans generated repayment or interest payments, and that SSG Palmetto, LLC was created to receive those funds. Heil further testified that distributions were made to all SSP owners other than Upstate through at least December 2025. (Trial Tr. vol. 3, 567:21–568:19; 631:18–633:4.)

50. The Gator entities received and deployed the insider loan proceeds in Florida commercial storage operations. Other GSSTB members or their affiliated entities retained economic participation through SSTB or related recipient structures, including distributions, operating income, or asset appreciation. Upstate received no corresponding successor ownership, distributions, operating income, equity appreciation, or other economic benefit.

G. Record Concealment

51. During a period when litigation was reasonably foreseeable, enterprise email accounts and internal records were deleted in what sworn testimony described as a “coordinated clean sweep” executed in the weeks before litigation commenced. (Trial Tr. vol. 2, 450:23–451:14.) The deleted records included communications concerning SSTB formation, insider loan authorizations, and Upstate’s exclusion from distributions. A Synovus-commissioned Colliers appraisal for 12501 South Belcher Road dated March 30, 2020, valuing the property at $3,010,000 as-is and $3,240,000 prospective upon stabilization, was not disclosed to Upstate during the related arbitration. (Exhibit O.) The arbitrator found that Heil breached his fiduciary duty to Upstate. (Exhibit J.)

52. On or about February 24, 2022, at 7:35 PM, Heil transmitted a written communication by interstate wire to Upstate's principal at Pinellas Construction Services demanding that Upstate pay $400,000 within 48 hours and threatening to

"chain up the doors on all the small assets under 'upstate holdings LLC.'" This communication reflects the coercive posture Heil adopted after Upstate challenged the exclusionary scheme and constitutes a wire transmission in furtherance of the enterprise.

H. Timeliness

53. Defendants concealed the scheme by documenting insider transfers as facially legitimate loans, using lender and entity documents to mask the dual-track Belcher valuation scheme, and withholding financial records, account access, internal communications, and entity documents from Upstate after July 2019.

54. Upstate did not discover, and through reasonable diligence could not have discovered, the full structure of the insider loan scheme, the Belcher Road dual-valuation scheme, or the Synovus lender submissions until records, notes, and testimony were produced in related state-court and arbitration proceedings. The Exhibits N, N2, N3, and N4 promissory notes, Synovus production documents including SYNOVUS 000147, and trial testimony concerning the SSG Palmetto routing structure and ongoing distribution exclusion were first made available to Upstate no earlier than 2024 and 2025, within four years of the filing of this Complaint.

IV. STANDING AND ALTERNATIVE DERIVATIVE ALLEGATIONS

55. Plaintiff brings this action directly because Defendants' racketeering conduct was designed to target Upstate specifically. They implemented an exclusionary scheme using enterprise entities as instruments to remove Upstate from management access, bank account access, financial information, refinancing proceeds, successor ownership, distributions, and repayment streams while insiders and other members continued to receive benefits through those same entities. The resulting injuries to Upstate's business and property were direct consequences of that targeted scheme, not derivative consequences of harm first suffered by an intermediate entity. Cisneros v. Petland, Inc., 972 F.3d 1204, 1211 (11th Cir. 2020). Upstate does not seek recovery merely for diminution in entity value; it seeks recovery for proceeds, distributions, refinancing benefits, account access, successor equity, and repayment streams intentionally withheld from Upstate while paid or made available to every other member of the same entities.

56. Upstate's direct injuries include: (a) withholding of SSP distributions, including SSG Palmetto interest income that Heil testified was routed to every SSP member except Upstate; (b) deprivation of SSL closing proceeds, including the $427,351 transfer to Heil's personal account under a false loan-repayment characterization; (c) deprivation of GSSTB-derived proceeds, including the $111,000 and $70,000 transfers to Heil's personal accounts; (d) removal from bank

accounts, management access, corporate email, and enterprise records, which prevented Upstate from monitoring, approving, or challenging enterprise transactions in real time; (e) exclusion from successor ownership in SSTB and from refinancing proceeds connected to the Belcher Road assets; and (f) exclusion from SSP sale proceeds, repayment streams, interest proceeds, and related distributions.

57. Upstate's injury was not suffered ratably by all members. Defendants' own written communications confirm the object was to cut Upstate out of management, keep Upstate in the dark, deny access to refinancing proceeds, and apply the same exclusionary process across Lubbock, Amarillo, and Palmetto. No other member was removed from bank accounts or had corporate email deleted. Distributions were halted to Upstate alone while every other co-owner continued receiving them. The proceeds diverted from SSL and GSSTB accounts were diverted from entities in which Upstate held direct membership economic rights, not a more-distant downstream interest. The injury therefore flowed directly to Upstate as the intended victim, not as a derivative consequence of generalized mismanagement suffered by all members alike.

58. In the alternative, to the extent the Court finds that any portion of Upstate's injuries is deemed derivative because Defendants' misconduct also injured GSSTB, SSP, SSL, or any other affected entity identified in this Complaint, Upstate asserts

those claims derivatively on behalf of those entities pursuant to Rule 23.1 of the Federal Rules of Civil Procedure. Upstate has been a continuous member of each affected entity since before the inception of the challenged conduct and remains a member. This action is not collusive and is not brought to manufacture federal jurisdiction.

59. Demand is excused as futile. Heil, SSG, DHV, Wait, and related insiders controlled the affected entities, bank accounts, records, transfers, related-party loan documents, successor structures, and distribution decisions. They authorized, benefited from, concealed, or refused to unwind the challenged transactions. Wait, as co-manager of SSP and 40% owner of SSG, participated in the exclusionary conduct and holds an adverse interest. For GSSTB, SSP, and SSL, demand would require the same controlling insiders to investigate and sue themselves, recover funds they received or deployed, and reverse transactions they approved. No disinterested decision-maker existed who could independently evaluate a demand in good faith.

60. The alternative derivative allegations set forth in this Section and in the Alternative Derivative Allegations section below are subject to the verification executed by the principal of Upstate Holdings, LLC pursuant to 28 U.S.C. § 1746 and Rule 23.1, Federal Rules of Civil Procedure.

V. PREDICATE ACTS OF RACKETEERING

61. The following acts constitute predicate acts of racketeering under 18 U.S.C. § 1961(1). Each act identifies the applicable statute, the transaction or communication at issue, the interstate wire, mail, or banking facility used, the material falsehood or omission, the supporting document or testimony, and the participating Defendants.

Predicate Act 1: Wire Fraud, July 2, 2019 Exclusion Email, 18 U.S.C. § 1343

62. On or about July 2, 2019, Heil, Wait, Austin Good, and attorney Jeffrey Hamilton exchanged interstate emails planning Upstate's removal from enterprise management, account access, refinancing proceeds, and financial information. Heil wrote that the "best approach" was to "cut him from manager first so he can't be operational and in the dark," with "No access to refi proceeds" and removal of "management and bank account rights." Austin Good warned that the reasons for removing Upstate were "not allowed to be written since that could give him leverage in court," and Heil responded, "Understood and agree." Wait added, "He needs our money for retainer." (Exhibit X.) These emails furthered a scheme to defraud Upstate of its economic rights by coordinating the exclusionary steps later executed: SSTB formation, management removal, account lockout, and withholding of refinancing proceeds. The material falsehood was the concealed

exclusionary plan, implemented while entity restructuring was presented as lawful and arm's-length. Roles: Heil originated and directed; Wait participated and affirmed; Austin Good participated for ANG and confirmed the concealment design.

Predicate Act 2: Wire Fraud, January 2020 Expansion Email, 18 U.S.C. § 1343

63. In or around January 2020, Heil transmitted an interstate email to Abel Sng, David Minor, and counsel at Holland & Knight stating, "We will use this process on Lubbock, Amarillo, and Palmetto." The referenced "process" was the exclusionary mechanism planned in the July 2, 2019 email chain: cutting Upstate out of management, denying account access, withholding refinancing proceeds, and keeping Upstate in the dark. This interstate email extended the scheme to Lubbock and Palmetto, entities in which Upstate held membership interests, and communicated the exclusionary process to Sng, who three years later approved the August 2023 wire disbursements as CFO of SSG. The material falsehood was the concealed exclusionary design, to be implemented through facially legitimate entity structures while denying Upstate the information needed to detect or challenge the diversions. (Trial Tr. vol. 3, 667, referencing January 2020 email.) Roles: Heil transmitted; Sng, David Minor, and Holland & Knight counsel received.

Predicate Act 3: Wire Fraud, $427,351 SSL Transfer to Heil Personal Account, 18 U.S.C. § 1343

64. On or about April 23, 2020, State Storage Lubbock's Wells Fargo account received a $427,351 wire from Coast-to-Coast Title Escrow representing closing proceeds and, on the same date, transmitted $427,351 by interstate online transfer to an account in the name of David J. Heil with the memo "Lubbock Principe Plus Interest Loan." The memo falsely characterized the transfer as repayment of an insider loan obligation. Upstate had no knowledge of any underlying loan from Heil to SSL, was excluded from all enterprise account access and records at the time of the transfer, and received no notice, accounting, or economic benefit from the transaction. The false "loan repayment" characterization was material because it concealed the self-dealing diversion from Upstate and from any enterprise counterparty reviewing entity records, while depriving Upstate of its membership economic rights in the SSL closing proceeds. (Exhibit T.) Roles: Heil directed and received the transfer; SSG coordinated enterprise accounting and account access through which the transfer was processed and concealed.

Predicate Act 4: Wire Fraud, $111,000 GSSTB Transfer to Heil Personal Savings, 18 U.S.C. § 1343

65. On or about April 23, 2020, the GSSTB operating account ending in 3535 received proceeds of $151,160.24 from SSG designated “Proceeds From Closing Shops” and, on the same date, transmitted $111,000 by interstate online transfer to an account controlled personally by Heil, memorialized as: “Online Transfer to Heil D Ref #lb07Zptfs3 Savings Majority Capital High Interest.” The transfer diverted GSSTB-derived proceeds to Heil’s personal savings account without authorization, disclosure, or accounting to Upstate as a GSSTB member. The material omission was the failure to disclose the transfer to Upstate, account for it as authorized, or seek Upstate’s approval before removing entity funds to Heil’s personal account. Upstate held a 20% membership interest in GSSTB and economic rights to distributions and proceeds arising from that interest; those rights were directly impaired by this transfer. (Exhibit R.) Roles: Heil directed and received the transfer; SSG coordinated the enterprise accounting through which it was processed.

Predicate Act 5: Wire Fraud, $70,000 GSSTB Transfer to Heil Personal Savings, 18 U.S.C. § 1343

66. On or about November 29, 2022, the GSSTB operating account ending in 3535 transmitted $70,000 by interstate online transfer to an account in the name of David J. Heil, Reference No. b0H29J2Z3, with the memo "Heil D Savings 70K Float for Upstate Legal Repay Cfo." The transfer occurred after the same account

received $314,453 from SSTB designated as Tampa Bay sales proceeds. The memo's invocation of "Cfo" authority and its explicit reference to "Upstate Legal Repay" confirm that Heil caused the transfer while aware of Upstate's pending claims and while characterizing the transaction as CFO-authorized. The material falsehood was the memo's CFO-authorized characterization and the omission of the diversion from Upstate during an active dispute. (Exhibit U.) Roles: Heil directed and received the transfer; SSG coordinated enterprise accounting and account activity.

Predicate Act 6: Wire Fraud, Belcher Road Undervalue Transfer into SSTB, 18 U.S.C. § 1343

67. In or around September 2019, Heil, SSG, ANG, Austin Good, and related enterprise participants caused or authorized the transfer, restructuring, or assignment of the Belcher Road assets into SSTB at materially undervalued internal transfer prices, approximately $1 million for 12501 and approximately $1.75 million for 13001, while excluding Upstate from successor ownership. (Exhibits D, F, X.) On information and belief, the SSTB formation, assignment, operating, title, and transfer documents were transmitted by email and wire among Heil, SSG, ANG and Austin Good, counsel, and closing and title participants in Florida, Minnesota, and Texas during July through September 2019. The material omission was the concealment from Upstate of the exclusionary purpose of the

transfer, the lender-facing values of the same assets as reflected in Synovus production documents described above, and the use of SSTB as the successor ownership vehicle from which Upstate was excluded. The same assets were thereafter presented to Synovus with combined lender-facing estimated values of $7.2 million, with SSTB identified as the ownership LLC. The entity documents, ownership assignments, and transfer instruments implementing the July 2, 2019 exclusionary plan were prepared and transmitted by interstate wire in furtherance of the scheme. Roles: Heil directed; SSG authorized and executed; ANG participated through Austin Good; Nick Good later controlled, ratified, or continued ANG's role.

Predicate Act 7: Bank Fraud and Wire Fraud, Synovus SOREO/PFS Lender-Facing Valuation Representations, 18 U.S.C. §§ 1343 and 1344

68. Based on Synovus production and related financing records available to Upstate through a pending proceeding against SSTB in Pinellas County, Florida, in or about 2020, Heil, DHV, and SSG caused lender-facing financial information to be submitted to Synovus Bank concerning the Belcher Road properties. A Schedule of Real Estate Owned produced by Synovus in that proceeding, identified as SYNOVUS 000147, reflects a lender-facing submission for David J. Heil and DHV Ventures LLC listing 12501 S. Belcher Road at an estimated market value of $3,250,000 and 13001 Belcher Ave. S. at an estimated market value of $3,950,000,

for combined lender-facing values of $7.2 million, with SSTB identified as the ownership LLC. Those lender-facing values materially exceeded the internal transfer values alleged above, approximately $1 million for 12501 and approximately $1.75 million for 13001, used to move or restructure the same assets into SSTB while excluding Upstate. Heil admitted in related legal proceedings that he had multiple conversations with Synovus regarding the properties or related financing while denying he made the specific valuation representations reflected in the Synovus documents. These false lender-facing submissions furthered the Enterprise by enabling Defendants to obtain financing that preserved and monetized control over the Belcher Road assets after excluding Upstate from SSTB. By presenting inflated values, ownership information, and collateral information that concealed Upstate's exclusion and the true status of the properties, Defendants obtained financing that allowed the Enterprise to continue holding and refinancing the Belcher Road assets through SSTB while denying Upstate successor ownership, refinancing proceeds, records, distributions, and economic benefits. Upstate does not assert the Synovus submissions as an independent injury to Synovus; Upstate alleges that those submissions were a means by which Defendants preserved and monetized control over assets from which Upstate had already been excluded. Roles: Heil directed or caused the submission; DHV was the titled financial vehicle on the submission; SSG participated in the related ownership and financing structure.

Predicate Act 8: Bank Fraud and Wire Fraud, 2022 Synovus Certification Despite Lis Pendens, 18 U.S.C. §§ 1344 and 1343

69. Based on Synovus production and closing records available to Upstate through a pending proceeding against SSTB in Pinellas County, Florida, on or about November 15, 2022, in connection with approximately $4,385,000 in Synovus financing secured by the Belcher Road properties, lender certification documents and title-related statements were transmitted by interstate wire to Synovus by or at the direction of Heil, SSG, ANG, and SSTB. Those certifications represented or implied that no material litigation, lis pendens, or encumbrance affected the collateral. Heil admitted in sworn statements made in related legal proceedings that lis pendens notices were recorded against both 12501 and 13001 on or about June 15, 2021 and remained in effect through at least March 2024. (Exhibit B; Exhibit K.) The $4,385,000 Synovus mortgage executed by Heil as Manager of SSTB and recorded November 18, 2022 contains a schedule of liens and encumbrances listing “None,” notwithstanding the lis pendens notices Heil admitted had been continuously recorded since June 15, 2021. The certifications were false and material because they enabled Defendants to close the financing, preserve control over the Belcher Road assets through SSTB, and continue denying Upstate successor ownership, refinancing proceeds, records, and distributions

connected to those assets. Roles: Heil authorized or caused the certifications; SSG executed or transmitted lender-facing documents; ANG and Austin Good participated through mortgage or entity documents; Nick Good later continued ANG's role; SSTB served as the collateral-holding entity presented to Synovus.

Predicate Act 9: Wire Fraud, $1.5M SSP Transfer to Utah Built, 18 U.S.C. § 1343

70. On or about August 24, 2023, SSP transmitted two $750,000 interstate wire transfers, totaling $1,500,000, from its Florida Wells Fargo account to Utah Built in Utah pursuant to Exhibit N. Heil executed the note as the authorized signatory for SSP as lender while also controlling or directing the borrower side. The promissory note falsely characterized the transfers as arm's-length commercial loans; in fact, Heil signed or controlled both sides of the transaction, no independent approval was sought or obtained from Upstate, and the transfers diverted SSP proceeds to an insider-controlled Utah entity from which Upstate received no ownership, equity, distribution, repayment, or economic participation. Nick Good personally executed the lender-side ANG authorization in his capacity as Manager of ANG Equity Holdings LLC, Member of State Storage Palmetto LLC. The material falsehood was the arm's-length loan characterization in a note executed by the same person or control structure on both sides without independent oversight. As alleged in paragraph 40, the note also lacked ordinary commercial

protections, including recorded collateral, independent underwriting, personal guarantees to SSP, and documented extensions or repayment information after maturity. Utah Built was not a passive or innocent recipient. Its acceptance and deployment of the proceeds for Utah storage property acquisitions furthered the enterprise by converting SSP-derived funds into assets and value held outside Upstate's economic participation. (Exhibit A; Exhibit N.) Roles: Heil directed and signed or caused the note; SSP issued the funds; SSG coordinated; ANG and Nick Good authorized; Sng and SSSW approved or processed wire documentation; Utah Built received and deployed the funds.

Predicate Act 10: Wire Fraud, SSG Palmetto Routing, 18 U.S.C. § 1343

71. After the August 24, 2023 SSP insider loan transfers, Utah Built and the Gator entities made regular monthly interest payments back to SSP. Heil admitted under oath that he created SSG Palmetto, LLC, wholly owned by SSP, specifically to receive and route those inflows. (Trial Tr. vol. 3, 631:18–631:23.) SSG Palmetto then distributed proceeds by interstate wire to every SSP member except Upstate. Heil confirmed that as of December 2025, distributions were still being made to all other members while Upstate received nothing, with the loan portfolio generating $630,000 in verified interest income. (Trial Tr. vol. 3, 632:22–633:4.) The routing structure continued the exclusionary process planned in July 2019 and extended in

January 2020. From approximately September 2023 through at least December 2025, more than twenty-six consecutive months of distributions furthered the wire fraud scheme by concealing the allocation of proceeds and withholding Upstate's membership share. The material omission was the concealment of SSG Palmetto's existence, the interest-routing structure, and ongoing distributions to other members. Roles: Heil directed SSG Palmetto's creation and distributions; SSG coordinated; SSP was the source entity; Utah Built and the Gator entities were repayment sources; DHV, Wait, ANG, and other SSP members received distributions while Upstate was excluded.

Predicate Acts 11-13: Wire Fraud, Gator Transfers, 18 U.S.C. § 1343

72. On or about August 24, 2023, SSP transmitted three interstate wires under a single coordinated DocuSign execution: $500,000 to Gator Haverhill under Exhibit N3, $250,000 to Gator Lake Worth under Exhibit N4, and $250,000 to Gator Boynton Beach under Exhibit N2. Those amounts correspond exactly to the $1,000,000 Alpine Haverhill obligation, and the same three entities are borrowers on that note, which matured three months later on November 24, 2023. (Exhibit Q.) The Gator entities received the matching SSP proceeds and later defaulted on the Alpine obligation. Upstate was excluded from approval, records, and economic participation in those transfers. In each transaction, Heil signed for SSP as lender

and as Manager of Gator WPB on the borrower side, without independent oversight or Upstate authorization, and Nick Good executed the ANG lender-side authorization. Each note characterized the transfer as an arm's-length commercial loan despite Heil's dual-side execution, the lack of independent approval, and the lack of the ordinary commercial protections alleged in paragraph 40. Gentile accepted and documented Exhibits N3 and N4, and Cohen accepted and documented Exhibit N2, knowing Heil executed each note as dual signatory. (Exhibit A; Exhibits N2, N3, N4.) Roles: Heil directed and signed both sides; SSP issued the funds; SSG coordinated; ANG and Nick Good authorized; Gator WPB was the borrower-side control vehicle; Gentile, CGV, Gator Haverhill, and Gator Lake Worth accepted N3 and N4; Cohen, Cohen Capital, and Gator Boynton Beach accepted N2.

COUNT I—VIOLATION OF 18 U.S.C. § 1962(c)

(Against David J. Heil, DHV Ventures, LLC, James Wait, State Storage Group, LLC, ANG Equity Holdings, LLC, and Nick Good)

73. Plaintiff incorporates paragraphs 1 through 72 only.

74. Each Defendant named in this Count is a "person" within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c), distinct from the Enterprise described below.

75. Each Defendant named in this Count conducted or participated, directly or indirectly, in the conduct of the Enterprise's affairs through a pattern of racketeering activity, as alleged below, in violation of 18 U.S.C. § 1962(c).

A. The RICO Enterprise

76. At all relevant times, the Enterprise was an association-in-fact enterprise within the meaning of 18 U.S.C. § 1961(4) consisting of David J. Heil, DHV Ventures, LLC, James Wait, State Storage Group, LLC, ANG Equity Holdings, LLC, Nick Good, SSP, SSSW, Utah Built, SSTB, SSG Palmetto, LLC, GSSTB, Gator State Storage WPB, LLC, Carl Gentile, Justin Cohen, CGV Holding, LLC, Cohen Capital, LLC, Gator Haverhill, Gator Lake Worth, Gator Boynton Beach, and Abel Sng (the "Enterprise").

77. The Enterprise had a common purpose: to exclude Upstate from its economic rights arising from its membership interests in GSSTB, SSP, SSL, and related enterprise entities; to transfer or route assets, proceeds, refinancing value, income, and repayment streams into insider-controlled entities; and to preserve those benefits through interstate wires, lender submissions, related-party loan documents, and concealed accounting structures.

78. The Enterprise functioned through an ongoing division of roles. Heil served as the directing principal. DHV served as Heil's financial, ownership,

lender-facing, and recipient vehicle and as a formal Member of SSP. Wait served as Heil's senior operational partner, 40% owner of SSG, co-manager of SSP, and co-holder of the personally titled enterprise clearing account. SSG served as the management umbrella, accounting coordinator, and transaction hub. ANG and Nick Good served as authorization and approval participants, with ANG as a formal Member of SSP. SSP, GSSTB, SSL, SSTB, SSG Palmetto, Utah Built, SSSW, Gator WPB, and the Gator entities served as source, recipient, successor, or deployment vehicles for the assets and proceeds alleged herein.

79. The Enterprise operated continuously from at least July 2, 2019, when Heil, Wait, Austin Good, and counsel exchanged interstate communications planning Upstate's exclusion, through at least December 2025, when SSP-derived proceeds were routed through SSG Palmetto while Upstate remained excluded from distributions, records, and account access.

80. The Enterprise engaged in and affected interstate commerce. The relevant properties and entities were located in Florida, Texas, Minnesota, and Utah; funds moved through interstate banking facilities; Heil directed enterprise conduct from Minnesota; lender-facing materials were provided to Synovus; and the predicate acts used interstate wire, mail, banking, and financial channels.

81. Each Defendant named in Count I is a distinct person or entity from the Enterprise as a whole. The Enterprise is not identical to any single Count I

Defendant and consists of a broader association-in-fact of individuals and entities, including participants beyond the named Count I defendants, functioning together with a common exclusionary purpose. Each Count I Defendant participated in the operation or management of the Enterprise's affairs through the predicate acts alleged in Section V by directing, coordinating, authorizing, executing, or receiving the proceeds of the transactions alleged therein.

B. Pattern of Racketeering Activity and Defendant-Specific Participation

82. The thirteen predicate acts alleged in Section V, paragraphs 62 through 72, constitute a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961(5). The acts are related because they share the same purpose, participants, methods, victims, and result: excluding Upstate from enterprise assets and proceeds, routing value into insider-controlled entities, concealing the source and destination of funds, and preserving insider control.

83. The predicate acts satisfy continuity. They span from at least July 2, 2019 through at least December 2025, over six years. The scheme had no natural endpoint because the Enterprise continued to control assets, proceeds, interest streams, successor entities, records, and distributions from which Upstate was excluded. The SSG Palmetto routing structure, designed to distribute proceeds to all other SSP members while excluding Upstate, reflects an open-ended threat of

continuing racketeering activity. The scheme was not limited to a single transaction or entity; the January 2020 communication expressly stated that the same exclusionary process would be used on Lubbock, Amarillo, and Palmetto, showing that the Enterprise was designed to replicate the exclusionary process across multiple assets and entities, distinguishing this from the single-scheme cases courts have found insufficient to establish RICO continuity.

84. David J. Heil conducted and participated in the Enterprise's affairs through Predicate Acts 1 through 13. Heil planned the July 2019 exclusion scheme, extended it by interstate email in January 2020, directed and received the personal-account diversions in Acts 3 through 5, directed the Belcher Road transfer and Synovus lender-facing submissions in Acts 6 through 8, signed both the lender and borrower sides of three SSP insider loan notes through Gator WPB in Acts 9 and 11 through 13, and created and used SSG Palmetto to route proceeds while excluding Upstate in Act 10. Heil's direction, dual-side signatures, entity control, lender communications, and receipt or routing of proceeds constitute operation or management of the Enterprise.

85. DHV Ventures, LLC conducted and participated in the Enterprise's affairs through Predicate Acts 7, 9, and 10. As a formal Member of SSP, DHV's membership was exercised through Heil as its controlling principal to facilitate and benefit from the insider loan structure in Acts 9 and 10. In Act 7, DHV was the

named financial vehicle on the Synovus SOREO/PFS, with DHV's name, ownership information, and financial data affirmatively submitted on lender-facing documents identifying it as the vehicle for the $7.2 million combined Belcher Road values, a submission requiring DHV's cooperation or consent and not mere passive association. DHV also served as the formal ownership vehicle through which Heil held his membership interests in SSG and related enterprise entities, making DHV the titled conduit for Heil's control rights and authorizations across the Enterprise, not merely a passive investment vehicle. DHV's SSP membership, use in lender-facing submissions, receipt of proceeds, and role as Heil's ownership conduit together constitute participation in the Enterprise's operation beyond mere passive investment.

86. James Wait conducted and participated in the Enterprise's affairs through Predicate Acts 1, 9, and 10. Wait participated in the July 2, 2019 exclusion planning communications, was 40% owner of SSG, co-managed SSP, and co-owned the personally titled Wells Fargo clearing account through which trial testimony confirmed enterprise funds were moved outside any LLC structure. (Trial Tr. vol. 2, 445:16-451:14.) These roles spanning planning, co-management, and financial coordination constitute operation or management of the Enterprise.

87. State Storage Group, LLC conducted and participated in the Enterprise’s affairs through Predicate Acts 1 through 13. SSG served as the Enterprise’s

management entity, accounting coordinator, and transaction hub, coordinating accounting, account access, enterprise communications, lender-facing materials, and related entity activity through which the exclusion scheme was executed and concealed. SSG also received direct wire transfers from SSP in August 2023 and participated in the SSG Palmetto routing structure through which proceeds were distributed while Upstate was excluded.

88. ANG Equity Holdings, LLC conducted and participated in the Enterprise's affairs through Predicate Acts 1, 6, 8, 9, 11, 12, and 13. Through Austin Good, ANG participated directly in the July 2, 2019 planning communications to exclude Upstate from management, information, and refinancing proceeds. ANG participated in the Belcher Road transfer documentation and the 2022 Synovus mortgage documentation and, as a formal Member of SSP, authorized lender-side wire disbursements in connection with all four August 24, 2023 SSP insider loan transactions, all executed under a single coordinated DocuSign execution confirming simultaneous authorization.

89. Nick Good conducted and participated in the Enterprise's affairs through Predicate Acts 8, 9, 11, 12, and 13. As managing member of ANG, Nick Good personally executed authorization documents under a single coordinated DocuSign execution for all four August 24, 2023 SSP insider loan transfers, signing in ANG's capacity as a Member of SSP. He also participated in or authorized ANG's role in

the 2022 Synovus mortgage documentation. His personal DocuSign execution on each note constitutes direct participation in the Enterprise's operation, not merely ratification of Austin Good's prior conduct.

C. Injury

90. As a direct and proximate result of the pattern of racketeering alleged in paragraphs 62 through 89, Upstate suffered injury to its business and property. Upstate's injuries include: exclusion from SSP distributions and the SSG Palmetto interest routing structure despite its SSP membership interest; direct deprivation of its share of SSL closing proceeds wired to Heil's personal account under a false loan characterization; direct deprivation of its 20% share of GSSTB proceeds transferred to Heil's personal accounts in April 2020 and November 2022; exclusion from successor ownership in SSTB and the Belcher Road refinancing proceeds despite its economic rights arising from its GSSTB membership; removal from bank accounts and management access preventing it from detecting or challenging enterprise transactions in real time; termination of corporate email and record access; and exclusion from SSP sale proceeds and related distributions. These injuries harmed Upstate's own membership, economic, informational, and distribution rights and are not merely derivative of harm suffered by an intermediary entity.

91. Upstate is entitled to actual damages, treble damages, reasonable attorneys' fees and costs, prejudgment and post-judgment interest, accounting and tracing relief as necessary to calculate damages, and any equitable relief available under 18 U.S.C. §§ 1964(a) and (c).

COUNT II—VIOLATION OF 18 U.S.C. § 1962(d)
RICO CONSPIRACY
(Against All Defendants)

92. Plaintiff incorporates paragraphs 1 through 72 only. The conspiracy allegations in this Count further reference the predicate acts alleged in paragraphs 62 through 72 without incorporating the substantive Count I allegations.

93. Each Defendant agreed, expressly or tacitly, to facilitate the Enterprise's objective of excluding Upstate from its economic rights in its membership interests while diverting enterprise assets, proceeds, and distributions to insider-controlled entities. Each Defendant knew the general nature of the Enterprise and agreed to facilitate at least one part of its unlawful objective. The conspiracy did not require each Defendant to personally commit every predicate act.

94. David J. Heil agreed to and led the conspiracy by planning Upstate's exclusion in July 2019, extending the scheme by interstate email in January 2020, causing the Belcher Road transfer and Synovus lender-facing submissions, directing the SSP insider loan transfers and signing both the lender and borrower

sides through Gator WPB, creating and using the SSG Palmetto routing structure, and continuously directing enterprise operations and distributions while excluding Upstate.

95. DHV Ventures, LLC knowingly agreed to and furthered the conspiracy by serving as Heil's financial, ownership, lender-facing, and recipient vehicle and as a formal Member of SSP, including in connection with the Synovus SOREO/PFS, the Belcher Road lender-facing structure, and the receipt of SSP-derived proceeds to DHV-controlled accounts after the August 2023 transfers.

96. James Wait knowingly agreed to and furthered the conspiracy through his participation in the July 2, 2019 exclusion planning communications, his 40% ownership of SSG, his co-management of SSP, and his co-ownership of the personally titled Wells Fargo clearing account through which enterprise funds were moved outside any LLC structure. (Trial Tr. vol. 2, 445:16-451:14.)

97. State Storage Group, LLC knowingly agreed to and furthered the conspiracy by serving as the Enterprise's management entity, accounting coordinator, transaction hub, and participant in the Belcher Road, Synovus, GSSTB, SSP, and SSG Palmetto transactions, and by receiving direct wire transfers from SSP in August 2023.

98. ANG Equity Holdings, LLC and Nick Good knowingly agreed to and furthered the conspiracy. ANG participated in the July 2019 planning

communications, the Belcher Road transfer documents, the 2022 Synovus mortgage documentation, and the SSP insider loan authorizations. Nick Good personally executed authorization documents approving all four August 24, 2023 SSP insider loan transfers under Exhibits N, N2, N3, and N4, with knowledge of the scheme's exclusionary purpose.

99. State Storage Palmetto, LLC knowingly agreed to and furthered the conspiracy as the source entity for the August 2023 insider loan transfers and the originating source of loan proceeds, repayments, interest, and distributions from which Upstate was excluded and through which SSG Palmetto was funded.

100. State Storage Southwest, LLC and Abel Sng knowingly agreed to and furthered the conspiracy. SSSW is a signing Member of Utah Built, LLC, the entity that received $1,500,000 from SSP under Exhibit N on August 24, 2023, directly connecting SSSW to the receipt and deployment of those insider loan proceeds. Sng received the January 2020 email identifying the exclusionary process to be applied to Lubbock, Amarillo, and Palmetto, and years later approved, processed, or documented wire materials connected to the August 24, 2023 SSP-funded transfers as CFO of SSG. SSSW's membership in Utah Built and Sng's prior receipt of the exclusionary planning communication together support the inference that their participation in the enterprise's structure was knowing rather than ministerial.

101. Utah Built, LLC knowingly agreed to and furthered the conspiracy by receiving $1,500,000 in SSP-funded proceeds under Exhibit N, a note Heil executed or controlled on both sides, and deploying those proceeds into Utah storage acquisitions from which Upstate was excluded. The face of Exhibit N showed Heil executing as authorized signatory for SSP as lender while simultaneously controlling the borrower side, with no signature line for Upstate or any independent manager, placing Utah Built and its principals on direct notice that the transaction was a self-dealing instrument lacking independent oversight and Upstate's authorization. As alleged in paragraph 40, the note also lacked ordinary commercial protections. Those features support the inference that Utah Built could not credibly characterize its acceptance of $1,500,000 under Exhibit N as participation in an ordinary commercial loan. Sng's approval of the wire documentation as CFO of SSG further supports the inference that the transaction was processed through enterprise insiders with knowledge of the exclusionary structure.

102. State Storage Tampa Bay, LLC knowingly agreed to and furthered the conspiracy as the successor holding entity for the Belcher Road assets from which Upstate was excluded. SSTB's members include Heil, Wait, DHV, SSG, and ANG, each of whom participated directly in planning and executing Upstate's exclusion, establishing that SSTB's formation, acquisition of the Belcher Road assets, and role

in the Synovus lender-facing financing were undertaken with full knowledge of the exclusionary scheme. SSTB received those assets from GSSTB without providing Upstate successor ownership, appeared as the ownership LLC in Synovus lender-facing materials, and served as the collateral vehicle for the $4,385,000 Synovus financing while Upstate remained excluded.

103. Carl Gentile, CGV Holding, LLC, Gator Haverhill, and Gator Lake Worth knowingly agreed to and furthered the conspiracy by accepting $500,000 under Exhibit N3 and $250,000 under Exhibit N4 in SSP-funded proceeds on or about August 24, 2023. Heil executed each note as dual signatory, signing for SSP as lender and as Manager of Gator WPB on the borrower side, without independent approval from Upstate, and the face of each note showed no signature line for Upstate or any independent manager. As alleged in paragraph 40, the notes also lacked ordinary commercial protections. Those features support the inference that Gentile and CGV could not credibly characterize their acceptance of $750,000 under Exhibits N3 and N4 as participation in ordinary commercial loans. Gentile, as principal of CGV Holding and manager of both entities, accepted and documented those proceeds with that knowledge.

104. Justin Cohen, Cohen Capital, LLC, and Gator Boynton Beach knowingly agreed to and furthered the conspiracy by accepting $250,000 under Exhibit N2 in SSP-funded proceeds on or about August 24, 2023. Heil executed the note as dual

signatory, signing for SSP as lender and as Manager of Gator WPB on the borrower side, without independent approval from Upstate, and the face of the note showed no signature line for Upstate or any independent manager. Cohen executed or accepted Exhibit N2 after Heil had executed or controlled both the SSP lender side and the Gator WPB borrower side, and the face of the note reflected no independent borrower-side approval, no Upstate approval, and no escrow or independent approval mechanism. As alleged in paragraph 40, the note also lacked ordinary commercial protections. Those features support the inference that Cohen and Cohen Capital could not credibly characterize their acceptance of $250,000 under Exhibit N2 as participation in an ordinary commercial loan. Cohen, as principal of Cohen Capital and manager of Gator Boynton Beach, accepted and documented those proceeds with that knowledge.

105. Gator State Storage WPB, LLC knowingly agreed to and furthered the conspiracy by serving as the borrower-side control vehicle for the SSP insider loan transfers documented in Exhibits N2, N3, and N4. As the formal Member of Gator Boynton Beach, Gator Haverhill, and Gator Lake Worth, Gator WPB held the control rights through which those borrowers accepted and deployed SSP-funded proceeds, and Heil executed the borrower side of each note as Manager of Gator WPB. Heil's execution in that capacity carried knowledge of the dual-signatory structure, including Heil signing for SSP as lender while also signing for Gator

WPB on the borrower side, and knowledge of the absence of any independent approval or authorization from Upstate. That knowledge is attributable to Gator WPB through Heil as its controlling manager. As alleged in paragraph 40, the notes lacked ordinary commercial protections, including recorded collateral, independent underwriting, personal guarantees to SSP, and documented extensions or repayment information after maturity. Those features, combined with Heil's dual-side execution and the absence of Upstate authorization, support the inference that Gator WPB did not function as a counterparty to ordinary commercial loans but as the borrower-side instrument through which the Enterprise diverted SSP proceeds to insider-controlled entities while excluding Upstate.

106. As a direct and proximate result of the conspiracy, Upstate suffered injury to its business and property, including loss of economic participation arising from its membership interests in GSSTB and connected to the Belcher Road assets, loss of access to records, refinancing proceeds, distributions, successor equity, and exclusion from SSP sale proceeds, loan repayment streams, interest proceeds, SSG Palmetto proceeds, and related distributions. Upstate is entitled to relief under 18 U.S.C. § 1964(c).

ALTERNATIVE DERIVATIVE ALLEGATIONS

107. The alternative derivative allegations set forth in Section IV of this Complaint (paragraphs 55 through 60) are incorporated here by reference. In the alternative, to the extent the Court finds that any portion of Upstate's injuries is derivative through its membership interests in SSP, GSSTB, SSL, or any other affected entity identified in this Complaint, Upstate asserts the claims set forth herein derivatively on behalf of those entities pursuant to Rule 23.1, Federal Rules of Civil Procedure. Any demand upon the controlling persons of those entities would be futile for the reasons set forth in paragraph 59: Heil is the primary wrongdoer alleged herein and controls the affected entities; Wait, as co-manager of SSP and 40% owner of SSG, participated in the exclusionary conduct and holds an adverse interest; no disinterested person with control authority existed who could independently evaluate a demand in good faith. Upstate has been a continuous member of each entity since before the inception of the scheme and fairly and adequately represents the interests of those entities. This alternative allegation is subject to the verification below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Upstate Holdings, LLC respectfully requests that this Court enter judgment in its favor and against Defendants, directly and, to the extent any claim or injury is deemed derivative, on behalf of the affected entities, and award:

a. Actual damages in an amount to be determined at trial;

b. Treble damages under 18 U.S.C. § 1964(c);

c. Reasonable attorneys' fees and costs under 18 U.S.C. § 1964(c);

d. Prejudgment and post-judgment interest;

e. Accounting, tracing, disgorgement, and restitutionary relief as necessary to identify, recover, and allocate diverted proceeds, repayment streams, interest income, distributions, and successor-entity benefits;

f. Equitable relief available by law, including orders preserving, tracing, accounting for, or returning assets and proceeds wrongfully diverted from Upstate or the affected entities; and

g. Such other and further relief as the Court deems just and proper.

Respectfully submitted,
/s/ Drew Corbin
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VERIFICATION

I declare under penalty of perjury that I have read the foregoing Second Amended Complaint and that the facts stated therein are true and correct to the best of my knowledge, information, and belief, including the alternative derivative allegations set forth in paragraphs 55 through 60 and paragraph 107 pursuant to Rule 23.1, Federal Rules of Civil Procedure.

Executed on May 27, 2026.

/s/ Jordan Hidalgo
Jordan Hidalgo, Authorized Member
Upstate Holdings, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 27, 2026, I electronically filed the foregoing Second Amended Complaint and Alternative Derivative Complaint with the Clerk of Court using the CM/ECF system, which will send notice of electronic filing to all counsel of record who are registered CM/ECF participants.

I further certify that any defendant, party, or other person entitled to service who is not served through CM/ECF will be served with the foregoing by a method authorized by the Federal Rules of Civil Procedure, including service through counsel where applicable or by other lawful means.

/s/ Drew Corbin
Drew Corbin, Esq.
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