

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

CIVIL ACTION NO. 8:20-CV-325-T-35AEP

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

BRIAN DAVISON,
BARRY M. RYBICKI,
EQUIALT LLC,
EQUIALT FUND, LLC,
EQUIALT FUND II, LLC,
EQUIALT FUND II, LLC,

Defendants, and

128 E. DAVIS BLVD, LLC
310 78TH AVE, LLC
551 3D AVE S, LLC
604 WEST AZEELE, LLC
2101 W. CYPRESS, LLC,
2112 W. KENNEDY BLVD, LLC
5123 E. BROADWAY AVE, LLC
BLUE WATRS TI, LLC
BNAZ, LLC
BR SUPPORT SERVERCES, LLC
BUNGALOWS TI, LLC
CAPRI HAVEN, LLC
EA NY, LLC
EQUIALT 519 3RD AVE S., LLC,
MCDONALD REVOCABLE LIVING TRUST,
SILVER SANDS TI, LLC
TB OLDEST HOUSE EST. 1842, LLC,

Relief Defendants.

**INVESTOR PLAINTIFFS' NOTICE OF LIMITED APPEARANCE
AND MOTION FOR LEAVE TO SERVE SUBPOENA ON RECEIVER**

Non-party Investor Plaintiffs respectfully seek a limited appearance in this action to move for leave to serve a subpoena on Burton Wiand, the appointed Receiver in the above-entitled enforcement action, while remaining in compliance with this Court's orders.

INTRODUCTION AND PROCEDURAL BACKGROUND

On February 11, 2020, the Securities and Exchange Commission ("SEC") commenced the above-entitled action against EquiAlt LLC and Corporate Defendants Brian Davison and Barry M. Rybicki. [ECF No. 1.] The SEC named as additional defendants a number of EquiAlt investment funds and related entities and moved for the appointment of a receiver to administer EquiAlt's assets and liabilities. The SEC alleges that at all relevant times, Corporate Defendants Davison and Rybicki exercised control over the business operations of EquiAlt and the EquiAlt Funds. [ECF No. 1 ¶¶ 4, 37.] The SEC further allege that the EquiAlt Funds "have been operated as a Ponzi scheme almost since their inception." [ECF No. 1 ¶ 42.]

On February 14, 2020, the Court entered an Order appointing Burton Wiand as Receiver ("Receivership Order") and directing Receiver to investigate and institute legal proceedings "for the benefit and on behalf of the Corporate Defendants and Relief Defendants and their investors and other creditors," and enjoining "actions or proceedings which involve the Receiver or which affect the property of the Corporate Defendants and Relief Defendants." [ECF No. 11 ¶¶ 2, 17.] On the same date, the Court entered a TRO restraining the Corporate Defendants and those in active participation with them from violating the federal securities laws and freezing their assets. [ECF No. 12.]

On July 21, 2020, Richard and Phyllis Gleinn, John and Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein and Tracey F. Rubinstein (as trustees for The Rubinstein Family Living Trust Dated 6/25/2010), and Bertram D. Greenberg (as trustee for the Greenberg Family Trust) (collectively referred to as "Investor Plaintiffs"), filed a putative class action in this Court against Paul Wassgren, DLA Piper LLP (US), and Fox Rothschild LLP ("the Lawyer Defendants"), styled *Richard Gleinn, et al. v. Paul Wassgren, et al.*, Case No. 8:20-cv-01677-VMC-CPT (the "Investor Class Action"). [Investor Class Action, ECF No. 1.] Investor Plaintiffs

subsequently filed an Amended Class Action Complaint adding Bruce R. and Geraldine Mary Hannen, Robert Cobleigh, Rory and Marcia O’Neal, and Sean O’Neal (as trustee for The O’Neal Family Trust Dated 4/6/2004) as additional investor plaintiffs. [Investor Class Action, ECF No. 13.] Investor Plaintiffs, and the class members they seek to represent, are Florida, California, Arizona, Colorado and Nevada residents who purchased securities styled as “debentures” issued by the EquiAlt Funds (the “EquiAlt Securities”). Investor Plaintiffs contend that the Lawyer Defendants violated State securities statutes, consumer protection statutes, and common law by providing material assistance in the unlawful and fraudulent sale of the unregistered EquiAlt Securities. Investor Plaintiffs accordingly assert independent, non-derivative claims against the Lawyer Defendants under the pertinent State laws for: (1) violations of the registration and anti-fraud provisions of various states’ securities and consumer protection laws; (2) aiding and abetting breaches of fiduciary duty, fraud and negligent misrepresentation; (3) civil conspiracy; and (4) elder abuse (collectively, “the Investor Claims”).

Because the Investor Claims against the Lawyer Defendants arise out of the same unlawful sale of the EquiAlt Securities at issue in the SEC Action, the Investor Plaintiffs filed a Notice of Pendency of Other Actions in accordance with Local Rule 1.04(d), designating the Investor Class Action as a case related to this SEC Action. [Investor Class Action, ECF No. 5.] Investor Plaintiffs also requested a special appearance in the SEC Action, seeking confirmation of their unimpeded right to prosecute the Investor Claims. [ECF No. 145.] Investor Plaintiffs demonstrated that, under the Eleventh Circuit’s holding in *Isaiah v. JPMorgan Chase Bank, N.A.*, 960 F.3d 1296, 1306 (11th Cir. 2020) and prior Eleventh Circuit precedent, the Investor Claims against the Lawyer Defendants (a) do not belong to and cannot be asserted by the Receiver, and (b) may be prosecuted by the Investor Plaintiffs in the Investor Class Action notwithstanding the Receiver’s plans to prosecute elsewhere EquiAlt’s own, distinct claims against the Lawyer Defendants. *Id.* at 2, 12–14.

The Court addressed Investor Plaintiffs’ motion at a hearing held on July 31, 2020. [ECF No. 167.] At the hearing, Receiver took the position that at least some portion of the claims raised

in the Investor Class Action rightfully belonged to Receiver, but acknowledged that “perhaps there needs to be more coordination related to similar claims against the same defendants.” [Tr. at 9:13-23.] Receiver further admitted that the proper procedure for raising the issue of ownership of the claims was in a motion to dismiss in the Investor Class Action. [Tr. at 11:24-12:11.]

The Court ultimately ruled at the hearing that it would “not consider a Complaint filed by the investors to pursue what the investors believe to be their rights under law as a violation of the Court’s injunction.” [Tr. at 12:19-24.] The Court subsequently issued a written Order denying the Investor Plaintiffs’ Motion “without prejudice as to the Investors’ ability to raise these defenses either affirmatively or defensively in the related action (No. 8:20-cv-1677-T-35CPT), as appropriate.” [ECF No. 184 ¶ 8.]

REQUEST FOR CLARIFICATION OF RECEIVERSHIP ORDER

Investor Plaintiffs interpret the Receivership Order and the Court’s ruling at the July 31, 2020 hearing as permitting them to continue litigating the Investor Class Action. Accordingly, Investor Plaintiffs have begun the discovery process by conducting their initial Rule 26(f) conference, serving the Lawyer Defendants with initial discovery requests, and engaging in discussions regarding ESI protocols. Counsel for Investor Plaintiffs’ have also conferred with counsel for the SEC to discuss a mutually cooperative discovery arrangement.

To advance the parties’ mutual interest in maximizing recoveries for the investor victims, counsel have attempted to coordinate discovery efforts with Receiver. Counsel have contacted Receiver by e-mail and have requested that Receiver provide access to critical documents in Receiver’s possession, including EquiAlt’s business records, computers and data, and other documents and information relevant to the Investor Claims against the Law Firm Defendants. Counsel have also made clear that Investor Plaintiffs are prepared to share with Receiver any documents and other discovery produced by the Lawyer Defendants. Counsel have not received a response from Receiver. Copies of letters sent to Receiver’s counsel are attached as **Exhibit B**.

Absent the receivership, Investor Plaintiffs would be able to obtain pertinent materials through discovery directed to EquiAlt and its affiliates. In light of the receivership, however,

Investor Plaintiffs have no avenue for discovery that does not require Receiver's involvement. Accordingly, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Investor Plaintiffs have prepared a draft copy of the Subpoena directed to Receiver, a copy of which is attached as **Exhibit A**. *See Hernandez v. Tregea*, No. 2:07-cv-149-FtM-34SPC, 2008 WL 3157192, at *3 (M.D. Fla. Aug. 4, 2008) ("Rule 45 permits a party to procure discovery from a non-party through the issuance and service of a subpoena."). Investor Plaintiffs cannot effectively litigate the aiding and abetting claims against the Lawyer Defendants—claims that the Eleventh Circuit has confirmed are only for the Investor Plaintiffs to make—without obtaining highly relevant documents from Receiver. *See Isaiah*, 960 F.3d at 1307–08.

Service of the Subpoena on Receiver in this action will not disturb the assets or proceeds of the receivership. *See S.E.C. v. Am. Pension Servs. Inc.*, No. 2:14-cv-00309-RJS-DBP, 2015 WL 410634, at *1 (D. Utah Jan. 29, 2015) (denying receiver's motion to quash subpoena, noting that "merely providing the information for ... review" would not impede receiver's ability to recover receivership estate assets). To the contrary, the purpose of the Investor Plaintiff's action is to enhance the return to the investors (the Receiver's principal creditors), thereby decreasing the liability of the Receivership estate and increasing its net value. Nonetheless, should Receiver have any objections to the Subpoena, Receiver will have an adequate opportunity to respond once the Subpoena is issued. *See Fed. R. Civ. P. 45 (d), (e)* (setting forth procedures for quashing or modifying a subpoena and claiming privilege).

Investor Plaintiffs do not view obtaining access to documents as "involving" the Receiver under the language of the Receivership Order and thus believe that service of the Subpoena would not violate the Court's Order. Plaintiffs do not seek to add EquiAlt as a party to this action. Instead, Plaintiffs merely seek to exercise their right to obtain highly relevant discovery in a case before this Court while respecting both this Court's instruction for the parties to cooperate and the plain language of the injunction entered in this case. In previous litigation, however, Receiver took the position that Paragraph 17 of the Receivership Order enjoins third parties from prosecuting causes of action seeking relief against Receivership Entities such as EquiAlt, as well as claims against

non-Receivership Entities, such as sales agents and attorneys hired by the Receivership Entities during the course of EquiAlt’s alleged Ponzi scheme. *See Steven J. Rubinstein, et al. v. EquiAlt, LLC, et al.*, Case No. 8:20-cv-448-T-02TGW (M.D. Fla.) (Doc. 26) (Notice of Filing by Receiver requesting a stay of proceedings); *id.* (Doc. 98) (arguing that the Receivership Order “applies to the individual sales agents and other defendants who are not named in the SEC Action”). Accordingly, and out of an abundance of caution, Investor Plaintiffs request clarification from the Court that serving a Subpoena on Receiver will not violate the Receivership Order.

LOCAL RULE 3.01(g) CERTIFICATION OF COMPLIANCE

Undersigned counsel for the Investor Plaintiffs have made repeated efforts to confer with the Receiver regarding the relief sought in this motion, yet Receiver has steadfastly refused to respond to a single communication. On Monday, November 2, 2020, Plaintiffs’ Counsel Adam Moskowitz sent an email to Guy M. Burns, Receiver’s counsel, “to continue the dialogue between the class action Plaintiffs and the Receiver about coordinating our efforts in the pending lawsuits against the Law Firm Defendants to advance our mutual interest in maximizing recoveries for the investor victims.” Ex. B. The letter “renew[s] our longstanding request for the Receiver provide immediate access to all EquiAlt documents in the possession of the Receiver that are or may be relevant to the claims asserted in the pending class action.” *Id.* Although Plaintiffs’ Counsel requested that Receiver respond to the letter by Friday, November 6, 2020, no respond was received. On November 19, 2020, Mr. Moskowitz sent Mr. Burns an additional email attaching a draft of this motion (including the subpoena) and asking for “any good time tomorrow or early next week, so that we can all have a ‘meet and confer’ and understand your position, so that we can accurately reflect such to the Court in our filing . . . Thanks and just let us know any good day and time to conduct our meet and confer.” *Id.* As of the date of this filing, Mr. Burns had still refused to respond to Plaintiffs’ Counsels’ request for a meet and confer concerning this subpoena.

CONCLUSION

For the foregoing reasons, Investor Plaintiffs respectfully request the Court to issue an

order clarifying the scope of the Receivership Order and confirming that Investor Plaintiffs may serve the attached Subpoena on Receiver without violating that Order.

Dated: November 23, 2020

Respectfully submitted,

By: s/ Adam M. Moskowitz
Adam M. Moskowitz, Esq.
Fla. Bar No. 984280
Adam@moskowitz-law.com
Adam A. Schwartzbaum
Fla. Bar No. 93014
Adams@moskowitz-law.com
The Moskowitz Law Firm, PLLC
2 Alhambra Plaza, Suite 601
Coral Gables, Florida 33134
Telephone: (305) 740-1423
Facsimile: (786) 298-5737

Counsel for Investor Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the forgoing was filed on July 23, 2020, with the Court via CM/ECF system, which will send notification of such filing to all attorneys of record.

By: /s/ Adam M. Moskowitz
ADAM M. MOSKOWITZ
Florida Bar No. 984280

Exhibit A

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Middle District of Florida

RICHARD GLEINN, et al.

Plaintiff

v.

PAUL WASSGREN, et al.

Defendant

Civil Action No. 8:20-cv-01677-MSS-CPT

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Burton Wiand
WIAND GUERRA KING P.A., 5505 West Gray Street, Tampa, FL 33609

(Name of person to whom this subpoena is directed)

Production: **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: see attached Appendix A to Subpoena on Burton Wiand

Place: The Moskowitz Law Firm 601 Alhambra Plaza, Suite 601 Coral Gables, FL 33134	Date and Time: TBD
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Inspection of Premises: **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

s/Adam M. Moskowitz

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Non-Party Investor
Plaintiff _____, who issues or requests this subpoena, are:

Adam Moskowitz, 601 Alhambra Plaza, Suite 601, Coral Gables, FL 33134, adam@moskowitz-law.com, 305-740-1423

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 8:20-cv-01677-MSS-CPT

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____

on *(date)* _____ .

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

- (ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

APPENDIX A TO SUBPOENA ON BURTON WIAND

DEFINITIONS

Unless otherwise specified, the terms set forth below have the following meanings:

1. “EquiAlt” means EquiAlt LLC, a Nevada limited liability company that engaged in the offer and sale of the EquiAlt Securities to investors in several states, and any of its affiliates¹, predecessors, successors, officers, directors, employees, representatives, or agents, including but not limited to Brian Davison and Barry Rybicki.

2. “EquiAlt Funds” refers to the following entities, collectively: EquiAlt Fund LLC; EquiAlt Fund II, LLC; EquiAlt Fund III, LLC; EA SIP LLC.

3. “EquiAlt Securities” or “Debentures” refers to the securities sold by EquiAlt and/or the EquiAlt Funds.

4. “FOX ROTHSCHILD” means FOX ROTHSCHILD LLP and any of its affiliates, subsidiaries, divisions, segments, predecessors, successors, officers, directors, employees, representatives, or agents.

5. “DLA PIPER” means DLA PIPER (US) and any of its affiliates, subsidiaries, divisions, segments, predecessors, successors, officers, directors, employees, representatives, or agents.

6. “Wassgren” means Paul Wassgren.

7. “Document” or “documents” means any written, printed, typed or other graphic matter, of any kind or nature, whether in hard copy or electronic format, whether the original, draft, or a copy and copies bearing notations or marks not found on the original, including but not limited to memoranda, reports, recommendations, notes, letters, envelopes, post-its, emails, telegrams, messages, manuscripts, studies, analyses, tests, comparisons, books, articles, pamphlets, magazines, newspapers, booklets, circulars, bulletins, notices, instructions, minutes, agreements, contracts, and all other written communications, of any type, including inter and intra-office communications, purchase orders, invoices, bills, receipts, questionnaires, surveys, charts, graphs, videos, photographs, sketches, drawings, house sheets, tapes, voice messages or other recordings,

¹ Affiliates as used in this definition includes, but is not limited to the following entities: EquiAlt Fund LLC; EquiAlt Fund II, LLC; EquiAlt Fund III, LLC; EA SIP LLC.

print-outs or compilations from which information can be obtained or, if necessary, translated through detection devices into reasonably usable form, including all underlying or preparatory materials and drafts thereof.

8. “Communication” or “communications” means any mode or method of contact for the transmission, dissemination, request for, or receipt of information of any kind including thoughts, mental impressions, ideas, suggestions, etc., conveyed in any format, and by any means or medium whatsoever. This shall include, but shall not be limited to, all statements, admissions, denials, inquiries, discussions, conversations, negotiations, agreements, contracts, understandings, meetings, telephone conversations, voice messages, letters, correspondence, notes, telegrams, telexes, emails, advertisements, or any other form of written or verbal intercourse. The requests include communication to, from, or within a corporate entity or organization and include any and all communications by, between, and among its representatives, employees, agents, advisors, brokers, or attorneys (except when privileged).

9. The words “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope hereof any information which might otherwise be construed as to be outside the scope of these discovery requests.

10. “Relating to,” “relate to,” “regarding,” or “reflecting” means in any way directly or indirectly concerning, referring to, disclosing, describing, confirming, supporting, evidencing, representing, clarifying, evidencing, supporting, or contradicting.

11. “Support” means referring to, concerning, responding to, reflecting, indicating, commenting on, regarding, discussing, showing, evidencing, describing, implying, analyzing or consulting.

12. “The Florida Class” means all persons who purchased an EquiAlt Security: (a) while they were a resident of Florida; or (b) from or through agent or other seller operating in or from Florida.

13. “The California Class” means all persons who purchased an EquiAlt Security: (a) while they were a resident of California; or (b) from or through agent or other seller operating in or from California.

14. “The California Elder Subclass” means all California residents who were at least 65 years of age when sold an EquiAlt Security.

15. “The Arizona Class” means all persons who purchased an EquiAlt Security: (a) while they were a resident of Arizona; or (b) from or through agent or other seller operating in or from Arizona.

16. “The Colorado Class” means all persons who purchased an EquiAlt Security: (a) while they were a resident of Colorado; or (b) from or through agent or other seller operating in or from Colorado.

17. “The Nevada Class” means all persons who purchased an EquiAlt Security: (a) while they were a resident of Nevada; or (b) from or through agent or other seller operating in or from Nevada.

18. “The Classes” means the Florida Class, the California Class, the California Elder Subclass, the Arizona Class, the Colorado Class, and the Nevada Class, collectively. Excluded from the Classes are Defendants and EquiAlt, their officers, directors and employees, any broker-dealer or sales agent who sold an EquiAlt Security to any member of the Classes, and any member of the Classes who has initiated individual litigation against the Defendants predicated on the same facts alleged herein.

19. “Named Plaintiff(s)” refers to Plaintiffs Richard Gleinn; Phyllis Gleinn; Cary Toone, John Celli; Maria Celli; Eva Meier; Georgia Murphy; Steven J. Rubinstein and Tracey F. Rubinstein, as trustees for The Rubinstein Family Living Trust Dated 6/25/2010; Bertram D. Greenberg, as trustee for the Greenberg Family Trust; Bruce R. Hannen; Geraldine Mary Hannen; Robert Cobleigh; Rory O’Neal and Marcia O’Neal; and Sean O’Neal, as trustee for The O’Neal Family Trust Dated 4/6/2004, as amended.

20. “Sales Agent” refers to any individual who participated in the recruiting and raising money from investors for EquiAlt and/or EquiAlt Funds, including but not limited to those listed in the Amended Complaint, Paragraph 33.

21. Unless otherwise stated in a particular subject, the time period for which you must respond is from January 1, 2009 to present time.

22. “Person” or “People” means any natural person(s) or any business, legal, or governmental entity (or entities) or association(s).

23. All/Each – The terms “all” and “each” shall be construed as meaning either all or each as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

INSTRUCTIONS

1. Production of documents and items requested herein shall be made at the offices of The Moskowitz Law Firm, 2 Alhambra Plaza, Suite 601, Coral Gables, Florida 33134.

2. These requests shall include all documents that are in the possession, custody or control of Defendant or in the possession, custody or control of the present or former agents, representatives, or attorneys of Defendant, or any and all persons acting on the behalf of Defendant, or its present or former agents, representatives, or attorneys.

3. For any document covered by a request that is withheld from production, Defendant shall provide the following information in the form of a privilege log:

- a. the reasons and facts supporting any withholding;
- b. the date such document was prepared;
- c. the names, employment positions and addresses of the author or preparers of such document;
- d. the names, employment positions, and the addresses of each person who received such document;
- e. the title and a brief description of the document; and
- f. the number of the request under which such document would be produced but for the objection.

4. If any document responsive to a request has been destroyed, produce all documents describing or referencing:

- a. the contents of the lost or destroyed document;
- b. all locations in which any copy of the lost or destroyed document had been maintained;
- c. the date of such loss or destruction;
- d. the name of each person who ordered, authorized, and carried out the destruction of any responsive document;
- e. all document retention and destruction policies in effect at the time any requested document was destroyed; and
- f. all efforts made to locate any responsive document alleged to have been lost.

5. In producing the documents requested, indicate the specific request(s) pursuant to which document or group of documents is being produced.

6. These requests should be deemed continuing, and supplemental productions should be provided as additional documents become available.

7. All documents are to be produced in the following method:

- a) Single page .TIFF
- b) Color .jpg (Documents wherein reflection of importance relies on color, shall be produced in .jpg format)
- c) OCR at document level (All documents are to be provided with searchable text files with the exception of the redacted portions of redacted documents)
- d) Electronic documents and Emails are to be processed and converted from the electronic format to single page tiff
- e) Native Files such as Excel files, PowerPoints, audio and video, CSV files, and other similar spreadsheet files shall be produced in native format (“Native Files”) instead of in .TIFF, unless redactions are necessary for such files in which case such files may be produced in .TIFF format. Such Native Files (if any) will be provided in a self-identified “Natives” directory. Each Native File will be produced with a corresponding single-page .TIFF placeholder image, which will contain language indicating that the document is being produced as a Native File. Native Files should be named with the beginning Bates number that is assigned to that specific record in the production. A Native “Link” entry for each spreadsheet will be included in the .DAT load file indicating the relative file path to each native file on the production media. Native Files will be produced with extracted text and applicable metadata fields.
- f) Hard Copy Documents are to be produced in Single page .TIFF with accompanying document-level full text and corresponding load files. Load files shall include custodian and doc source.
 - i. To the extent that the document is or was usually kept or maintained in a file folder or other marked or identifiable location, the

production shall include information sufficient to identify such file, folder, or location.

- ii. For hard copy document that is redacted, the production party shall provide OCR for the produced image as redacted.
- iii. All hard copy documents should be produced in optical character recognition format, OCR.

g) All metadata values should be extracted and produced in a text file with Pipe “|” and Caret “^” delimiters. (Metadata fields are described below)

h) The following metadata fields shall be produced where available:

Image bates number	Email To	Email From
Email CC	Email BCC	Email Subject
Header	Folder ID	Folder Name
Read	Date Created	Date Saved
Date Received	Time Received	Date Sent
Time Sent	Application	Attachment range
Attachment Title	Attachment Count	Custodian of collection
Edoc, Email, Attachment	Attachment bates id	Parent bates id
Folder path	File Name	File Author
File Extension	MD5 Hash	Page count

- i) To the extent reasonably available, the “Custodian” “Source” or “Original Path” field with respect to ESI gathered from an individual’s hard drive will provide metadata sufficient to identify the custodian from whose hard drive such ESI has been gathered.

Delivery Formats:

a) Data shall be delivered in the following formats: .DII, .OPT (load file) & .DAT (metadata file) including @Fulltext DOC and an @DOCLINK (containing path to native file in deliverable) for any native documents produced.

b) The .TIFF files and extracted text files (OCR) shall be named as the corresponding DOCID and stored in the same folder named "IMAGES" and loaded using

the industry standard files stated above that loads both Image and Text files simultaneously (@Fulltext DOC).

c) The native files shall be stored in a separate folder named "Native Files" and shall be loaded through the data in the @Doclink token in the dii file.

d) Method of delivery will be accepted by CD, DVD, External Hard Drive or Secure FTP location.

INFORMATION REQUESTED

1. Retention agreements between DLA Piper and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors.
2. Retention agreements between Wassgren and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors.
3. Retention agreements between Fox Rothschild and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors.
4. Communications between DLA Piper and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors concerning EquiAlt, the EquiAlt Funds, and/or the sale of EquiAlt Securities.
5. Communications between Wassgren and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors concerning EquiAlt, the EquiAlt Funds, and/or the sale of EquiAlt Securities.
6. Communications between Fox Rothschild and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors concerning EquiAlt, the EquiAlt Funds, and/or the sale of EquiAlt Securities.
7. Communications between DLA Piper and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding:
 - a) the Arizona Securities Division's investigation into EquiAlt (as described in paragraphs 98 through 103 of the Amended Complaint);
 - b) whether EquiAlt was permitted to market the EquiAlt Securities using general solicitation or advertisement without registering them with the S.E.C.; and
 - c) whether EquiAlt and the EquiAlt Funds could sell the EquiAlt Securities could to more than 35 non-accredited investors without registering them with the S.E.C.

8. Communications between Wassgren and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding:

- a) the Arizona Securities Division's investigation into EquiAlt (as described in paragraphs 98 through 103 of the Amended Complaint);
- b) whether EquiAlt was permitted to market the EquiAlt Securities using general solicitation or advertisement without registering them with the S.E.C.; and
- c) whether EquiAlt and the EquiAlt Funds could sell the EquiAlt Securities could to more than 35 non-accredited investors without registering them with the S.E.C.

9. Communications between Fox Rothschild and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding:

- a) the Arizona Securities Division's investigation into EquiAlt (as described in paragraphs 98 through 103 of the Amended Complaint);
- b) whether EquiAlt was permitted to market the EquiAlt Securities using general solicitation or advertisement without registering them with the S.E.C.; and
- c) whether EquiAlt and the EquiAlt Funds could sell the EquiAlt Securities could to more than 35 non-accredited investors without registering them with the S.E.C.

10. Communications between DLA Piper and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the S.E.C. filings for EquiAlt and/or EquiAlt Funds as they relate to:

- a) the number of non-accredited EquiAlt Fund investors;
- b) the nature and amount of any commissions paid to the Sales Agents;
- c) any exemptions from registration under Regulation D; and
- d) the extent of any payments given to executive officers, directors or promoters of EquiAlt and/or EquiAlt Funds.

11. Communications between Wassgren and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the S.E.C. filings for EquiAlt and/or EquiAlt Funds as they relate to:

- a) the number of non-accredited EquiAlt Fund investors;
- b) the nature and amount of any commissions paid to the Sales Agents;
- c) any exemptions from registration under Regulation D; and

d) the extent of any payments given to executive officers, directors or promoters of EquiAlt and/or EquiAlt Funds.

12. Communications between Fox Rothschild and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the S.E.C. filings for EquiAlt and/or EquiAlt Funds as they relate to:

- a) the number of non-accredited EquiAlt Fund investors;
- b) the nature and amount of any commissions paid to the Sales Agents;
- c) any exemptions from registration under Regulation D; and
- d) the extent of any payments given to executive officers, directors or promoters of EquiAlt and/or EquiAlt Funds.

13. Communications between DLA Piper and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the characterization of the Sales Agents as “consultants.”

14. Communications between Wassgren and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the characterization of the Sales Agents as “consultants.”

15. Communications between Fox Rothschild and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the characterization of the Sales Agents as “consultants.”

16. Communications between DLA Piper and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the EquiAlt Secured Income Portfolio REIT as they relate to:

- a) the promotional materials for the REIT;
- b) the offering documents prepared for the REIT; and
- c) the decision to terminate and convert the REIT into a private partnership.

17. Communications between Wassgren and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the EquiAlt Secured Income Portfolio REIT as they relate to:

- a) the promotional materials for the REIT;
- b) the offering documents prepared for the REIT; and
- c) the decision to terminate and convert the REIT into a private partnership.

18. Communications between Fox Rothschild and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the EquiAlt Secured Income Portfolio REIT as they relate to:

- a) the promotional materials for the REIT;
- b) the offering documents prepared for the REIT; and
- c) the decision to terminate and convert the REIT into a private partnership.

19. Communications between DLA Piper and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the Qualified Opportunity Zone (QOZ) formed by Defendants in 2018 as they relate to:

- a) the promotional materials for the QOZ;
- b) the offering documents prepared for the QOZ.

20. Communications between Wassgren and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the Qualified Opportunity Zone (QOZ) formed by Defendants in 2018 as they relate to:

- a) the promotional materials for the QOZ;
- b) the offering documents prepared for the QOZ.

21. Communications between Fox Rothschild and EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors regarding the Qualified Opportunity Zone (QOZ) formed by Defendants in 2018 as they relate to:

- a) the promotional materials for the QOZ;
- b) the offering documents prepared for the QOZ.

22. Communications between EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors and any investor in EquiAlt (including any of the Named Plaintiffs or any members of the Classes) regarding EquiAlt, the EquiAlt Funds, and/or the EquiAlt Securities.

23. Communications between EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors and any state or federal regulator regarding EquiAlt, EquiAlt Funds, and/or EquiAlt Securities.

24. Communications between EquiAlt, the EquiAlt Funds, and/or any of the EquiAlt officers or directors and any Sales Agent regarding:

- a) whether the Sales Agents were required to be registered broker/dealers or possess a securities license to sell EquiAlt Securities;

- b) whether the EquiAlt Debentures constituted a security required to be registered with the S.E.C.; and
- c) the Finder's Fee Agreement.²

25. All documents authored by DLA Piper, Wassgren and/or Fox Rothschild, including but not limited to legal memoranda, white papers, electronic correspondence, and letters to third parties, regarding whether the EquiAlt Securities constituted a security required to be registered with the S.E.C., including whether the Securities were exempt from registration under the safe harbor provision of Regulation D of the Securities Act.

26. All marketing materials, including but not limited to social media posts, website posts, press releases, podcast recordings, and other public facing documents or communications, concerning EquiAlt and/or EquiAlt Funds.

² See Exhibit I to Plaintiffs' Amended Complaint.

Exhibit B

From: [Adam Moskowitz](#)
To: [Guy M. Burns](#)
Cc: [Len Simon](#); [Gayle Blatt](#); [Herman J. Russomanno III](#); [Jeff Sonn](#); [Andy Friedman](#); [Frank Balint](#); "[Herman J. Russomanno - Russomanno & Borrello, P.A.](#)"
Subject: EQUIALT LITIGATION
Date: Monday, November 02, 2020 6:54:59 PM
Attachments: [DRAFT ESI \(DLA-Fox\).docx](#)

Guy:

We write on behalf of all counsel representing Plaintiffs in the class action against Mr. Paul Wassgren, DLA Piper and Fox Rothschild (the "Law Firm Defendants") pending in the Middle District of Florida. We want to continue the dialogue between the class action Plaintiffs and the Receiver about coordinating our efforts in the pending lawsuits against the Law Firm Defendants to advance our mutual interest in maximizing recoveries for the investor victims. To that end, we have conferred with counsel for the SEC to discuss a mutually cooperative arrangement, as we have with the Receiver and with your office.

We have already conducted our initial Rule 26(f) conference with the Law Firm Defendants in the class action and we have served them with Plaintiffs' initial discovery requests. We are also discussing ESI protocols with the Law Firm Defendants and invite your participation in that process to prevent the Law Firm Defendants from delaying their production of electronically stored information. Attached is a draft ESI protocol. Counsel for the Law Firm Defendants have advised us that they intend to file a motion to compel arbitration of the claims asserted in the Receiver's action and that they also intend to contest subject matter jurisdiction of the Central District of California. The Law Firm Defendants initially asked us to stay the class action and/or to defer discovery pending the outcome of those motions in the Receiver's case and of their contemplated motions to dismiss the class action complaint. We have declined to do so and have also told the Law Firm Defendants that we are prepared to share with the Receiver any documents and other discovery produced in the class action.

Because your client has taken possession of EquiAlt's business records, computers and data, the Receiver undoubtedly has control over a vast amount of documents and other information highly relevant to the claims asserted in the pending actions against the Law Firm Defendants. Absent the receivership, we would obtain these materials through discovery directed to EquiAlt and its affiliates. We have contacted the Receiver several times to discuss early access

to these documents, but have not yet received a substantive response. We are somewhat concerned by the lack of any response to our prior letters and are hoping that we can begin communicating, and hopefully cooperating. To that end, we would like to discuss execution of a formal common interest agreement to protect all privileges and work product protection for our communications and exchanges of information.

In the meantime, we are writing to renew our longstanding request for the Receiver provide immediate access to all EquiAlt documents in the possession of the Receiver that are or may be relevant to the claims asserted in the pending class action. If you believe that you have some categories of documents that are plainly useless to us, we are of course happy to discuss excluding them, but we need to begin this dialogue or seek the Court's assistance. This core set of documents will assist the class plaintiffs and the Receiver in their efforts to move the pending cases forward. We are sure you share our concern that the investors, many of whom are elderly, deserve to obtain relief as soon as possible. For that reason, we cannot agree to delay obtaining access to the critically important documents held by the Receiver. Please advise us promptly of your position. Finally, we request the Receiver to formally and expressly waive any attorney client or work product protections that might otherwise apply to communications with or work performed by the Law Firm Defendants, as is typically done in cases involving receivers or bankruptcy trustees. Any such privileges were undoubtedly waived already by virtue of the Receiver's action against the Law Firm Defendants. However, a forma express waiver by the Receiver will help obviate any efforts by the Law Firm Defendants to stonewall the class Plaintiffs.

Please let us know by this Friday afternoon whether the Receiver will grant prompt access to EquiAlt's documents, so we know if we need to file anything with our Court. This is a time-sensitive inquiry, so please respond regarding the document access, even if you are still contemplating the other issues we have raised. Thank you for your consideration of our request. We look forward to working with you to advance our respective clients' mutual interests.

Regards, Plaintiffs'
Counsel

From: Andy Friedman <afriedman@BFFB.com>
Sent: Wednesday, October 14, 2020 5:44 PM
To: Guy M. Burns <GuyB@jpfirm.com>
Cc: Adam Moskowitz <Adam@moskowitz-law.com>
Subject: Re: Equialt

Guy

Please get back to us so that we can coordinate.

Thanks
Andy



Andrew S. Friedman
2325 E. Camelback Rd. Suite 300
Phoenix, AZ 85016
(602) 776-5902
afriedman@bffb.com

From: "Guy M. Burns" <GuyB@jpfirm.com>
Date: Thursday, October 8, 2020 at 11:53 AM
To: Andy Office <afriedman@BFFB.com>
Subject: Equialt

Andy, We have filed the Receiver's case against Fox Rothschild, DLA Piper and Mr. Wassgren in California. I am beginning to have some conversations with defense counsel about the shape of the table, and other early issues. It's probably time for us to talk and to see where we are going with this case. I tried to call you, but got the "voice mailbox is full" recording. Please give me a call. My cell number is 813-240-9800. Thanks.



Guy M. Burns
Managing Partner/Trial Lawyer
401 East Jackson Street, Suite 3100, Tampa, FL 33602
490 1st Ave S, Suite 700, St. Petersburg, FL 33701
813-225-2500 / GuyB@jpfirm.com

Image removed by sender. Johnson Pope Bokor Ruppel & Burns, LLP



vCard | bio | email | www.jpfirm.com

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From: [Adam Moskowitz](#)
To: [Guy M. Burns](#)
Cc: [Len Simon](#); [Gayle Blatt](#); [Herman J. Russomanno III](#); [Jeff Sonn](#); [Andy Friedman](#); [Frank Balint](#); "Herman J. Russomanno - Russomanno & Borrello, P.A."; [Adam Schwartzbaum](#)
Subject: RE: EQUIALT LITIGATION
Date: Thursday, November 19, 2020 2:46:53 PM
Attachments: [EquiAlt Motion for Leave to Serve Subpoena on Reciever .docx](#)
[EquiAlt Subpoena to Receiver \(Appendix A\).docx](#)

Guy: For some unknown reason, your office has simply decided not to respond to any of our emails. That is certainly not the type of "cooperation" that you represented to the Court and to the SEC that we expected. Attached is a draft of the Motion we plan to file with the Court next week, requesting leave to file the Subpoena, so that we can finally have access to those responsive materials that we were informed many months ago, we would be able to review. We have spoken to the Defendants and they state they have also requested access to their materials (but that is their issue to deal with you). Please just let us know any good time tomorrow or early next week, so that we can all have a "meet and confer" and understand your position, so that we can accurately reflect such to the Court in our filing. Moreover, can you please upload a copy of our Complaint to the Receiver's Website, where it lists all of the "Related Cases". Thanks and just let us know any good day and time to conduct our meet and confer. Thanks, Adam

Adam M. Moskowitz
The Moskowitz Law Firm
2 Alhambra Plaza
Suite 601
Coral Gables, Fl 33134
305.740.1423 main
786.309.9561 direct
adam@moskowitz-law.com
www.Moskowitz-Law.com

From: Adam Moskowitz
Sent: Monday, November 2, 2020 6:55 PM
To: Guy M. Burns <GuyB@jpfirm.com>
Cc: Len Simon <LenS@rgrdlaw.com>; Gayle Blatt <gmb@cglaw.com>; Herman J. Russomanno III <herman2@russomanno.com>; Jeff Sonn <jsonn@sonnlaw.com>; Andy Friedman <afriedman@BFFB.com>; Frank Balint <fbalint@BFFB.com>; 'Herman J. Russomanno - Russomanno & Borrello, P.A.' <hrussomanno@russomanno.com>
Subject: EQUIALT LITIGATION

Guy:

We write on behalf of all counsel representing Plaintiffs in the class action against Mr. Paul Wassgren, DLA Piper and Fox Rothschild (the “Law Firm Defendants”) pending in the Middle District of Florida. We want to continue the dialogue between the class action Plaintiffs and the Receiver about coordinating our efforts in the pending lawsuits against the Law Firm Defendants to advance our mutual interest in maximizing recoveries for the investor victims. To that end, we have conferred with counsel for the SEC to discuss a mutually cooperative arrangement, as we have with the Receiver and with your office.

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Because your client has taken possession of EquiAlt’s business records, computers and data, the Receiver undoubtedly has control over a vast amount of documents and other information highly relevant to the claims asserted in the pending actions against the Law Firm Defendants. Absent the receivership, we would obtain these materials through discovery directed to EquiAlt and its affiliates. We have contacted the Receiver several times to discuss early access to these documents, but have not yet received a substantive response. We are somewhat concerned by the lack of any response to our prior letters and are hoping that we can begin communicating, and hopefully cooperating. To that end, we would like to discuss execution of a formal common interest agreement

to protect all privileges and work product protection for our communications and exchanges of information.

In the meantime, we are writing to renew our longstanding request for the Receiver provide immediate access to all EquiAlt documents in the possession of the Receiver that are or may be relevant to the claims asserted in the pending class action. If you believe that you have some categories of documents that are plainly useless to us, we are of course happy to discuss excluding them, but we need to begin this dialogue or seek the Court's assistance. This core set of documents will assist the class plaintiffs and the Receiver in their efforts to move the pending cases forward. We are sure you share our concern that the investors, many of whom are elderly, deserve to obtain relief as soon as possible. For that reason, we cannot agree to delay obtaining access to the critically important documents held by the Receiver. Please advise us promptly of your position. Finally, we request the Receiver to formally and expressly waive any attorney client or work product protections that might otherwise apply to communications with or work performed by the Law Firm Defendants, as is typically done in cases involving receivers or bankruptcy trustees. Any such privileges were undoubtedly waived already by virtue of the Receiver's action against the Law Firm Defendants. However, a forma express waiver by the Receiver will help obviate any efforts by the Law Firm Defendants to stonewall the class Plaintiffs.

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Regards, Plaintiffs'
Counsel

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Sent: Wednesday, October 14, 2020 5:44 PM
To: Guy M. Burns <GuyB@jpfirm.com>
Cc: Adam Moskowitz <Adam@moskowitz-law.com>

Subject: Re: Equialt

Guy

Please get back to us so that we can coordinate.

Thanks
Andy



Andrew S. Friedman

2325 E. Camelback Rd. Suite 300
Phoenix, AZ 85016
(602) 776-5902
afriedman@bffb.com

From: "Guy M. Burns" <GuyB@jpfirm.com>
Date: Thursday, October 8, 2020 at 11:53 AM
To: Andy Office <afriedman@BFFB.com>
Subject: Equialt

Andy, We have filed the Receiver's case against Fox Rothschild, DLA Piper and Mr. Wassgren in California. I am beginning to have some conversations with defense counsel about the shape of the table, and other early issues. It's probably time for us to talk and to see where we are going with this case. I tried to call you, but got the "voice mailbox is full" recording. Please give me a call. My cell number is 813-240-9800. Thanks.



Guy M. Burns

Managing Partner/Trial Lawyer
401 East Jackson Street, Suite 3100, Tampa, FL 33602
490 1st Ave S, Suite 700, St. Petersburg, FL 33701
813-225-2500 / GuyB@jpfirm.com



vCard | bio | email | www.jpfirm.com 

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