

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

Case No. 8:20-cv-325-MSS-MRM

BRIAN DAVISON, et al.,

Defendants, and

128 E. DAVIS BLVD. LLC, et al.,

Relief Defendants.

_____ /

**DAVISON’S MOTION TO ALTER OR AMEND THE FINAL JUDGMENT
PURSUANT TO FED. R. CIV. P. 60(b)(1) AND 60(b)(5)
AND MEMORANDUM IN SUPPORT**

Brian Davison, pursuant to Fed. R. Civ. P. 60(b)(1) and 60(b)(5) and Middle District Local Rule 3.01(c), moves to alter or amend the Final Judgment (Doc. 355-1). The financial aspects of the Final Judgment have been satisfied within the meaning of Rule 60(b)(5) as the Receiver has recovered the full amount of the SEC’s judgment from assets turned over by Davison. Alternatively, the Final Judgment should be amended to change the 480 platinum coins and 61 gold coins to 480 silver coins and 58 gold coins as a result of mistake within the meaning of Rule 60(b)(1). In either event, the judgment’s Asset Freeze should be lifted. (Doc. 355-1 at 11).

I. BACKGROUND AND LEGAL ARGUMENT

On June 27, 2022, the Receiver filed a Verified Motion for an Order to Show Cause Why Brian Davison Should Not be Held in Contempt for Failure to Comply with the Court's Orders (Doc. 587) (the "Motion").¹

II. RULES 60(b)(1) AND 60(b)(5) ENTITLE DAVISON TO RELIEF

This Court's decision on a Motion under Rule 60(b), is reviewed for an abuse of discretion. *High v. Zant*, 916 F.2d 1507, 1509 (11th Cir.1990). Legal conclusions are reviewed de novo and factual findings for clear error. *Young v. New Process Steel, LP*, 419 F.3d 1201, 1203 (11th Cir.2005); *Reynolds v. McInnes*, 338 F.3d 1221, 1226 (11th Cir.2003). *see also* *AIG Baker Sterling Heights, LLC v. American Multi-Cinema, Inc.*, 579 F.3d 1268, 1270 (11th Cir. 2009) (affirming trial court's grant of Rule 60 relief based on proof of payment of a portion of the final judgment), *rehearing & rehearing en banc denied*, 400 Fed. Appx. 551 (11th Cir.), *cert. denied*, 560 U.S. 905 (2010).

Rule 60 provides that on motion and just terms, the court may relieve a party from a final judgment, for, "(1) mistake, inadvertence, surprise, or excusable neglect;" or "(5) the judgment has been satisfied, released, or discharged" Fed. R. Civ. P. 60(b). Both grounds apply to the Final Judgment against Davison.

¹ Davison incorporates by reference the evidence, arguments and authorities cited in his Amended Memorandum in Opposition to the Motion (Doc. 603).

A. The Amount Due under the Final Judgment has been Recovered

Davison has satisfied the financial terms of the Final Judgment within the meaning of Rule 60(b)(5). No final judgment gives a party the right to recover more than the amount of the judgment. The Court entered a Final Judgment against Davison on August 6, 2021. (Doc. 355-1). The Final Judgment, based on a consent agreement between Davison and the SEC, found that:

Davison is liable to the Commission for disgorgement of \$24,600,000, representing net profits gained as a result of the conduct alleged in the Amended Complaint, together with prejudgment interest on disgorgement of \$913,060, and a civil penalty of \$1,500,000 pursuant to Section 20(d) of the Securities Act and Section 21(d)(3) of the Exchange Act, **for a total of \$27,013,060.**

(Doc. 355-1 at 6) (emphasis added). The Receiver's Quarterly Status Reports to the Court indicate he has obtained proceeds of sale from assets Davison turned over in excess of \$27,103,060; the total amount due under the Final Judgment.² Under Fifth and Eleventh Circuit cases, that entitles Davison to a satisfaction of the financial aspects of the Final Judgment.

In *AIG Baker Sterling Heights*, a landlord-tenant dispute was arbitrated pursuant to the terms of a lease. The landlord claimed the tenant owed it for unpaid rent and unpaid property taxes. At the arbitration, the tenant presented no proof of having paid the taxes. After an award of over \$800,000 against it (over \$225,000 of

² See Ex. A.

which was for unpaid taxes), the tenant discovered that it had directly paid the taxing authority part of that sum. The trial court initially entered an order modifying the arbitration award to deduct the taxes paid by the tenant. That order was reversed on appeal.

The trial court then entered a final judgment for the full amount of the arbitration award, and separately granted the tenant relief from a portion of the final judgment under Rule 60(b)(5) on grounds it had been satisfied by the tenant's direct payment of the taxes. The Eleventh Circuit affirmed the trial court's decision.

Under Rule 60(b), a court may relieve a party from a judgment if "the judgment has been satisfied, released, or discharged" Fed.R.Civ.P. 60(b)(5). This authority encompasses the power to declare a judgment satisfied "when damages are paid before trial or a tortfeasor or obligor has paid the judgment debt." *Gibbs v. Maxwell House, A Div. of Gen. Foods Corp.*, 738 F.2d 1153, 1155 (11th Cir.1984).

579 F.3d at 1272. The Court went on to discuss two older cases from the Fifth Circuit pre-*Bonner*, which remain binding precedent in the Eleventh Circuit.

In *Ferrell v. Trailmobile, Inc.*, 223 F.2d 697 (5th Cir. 1955), a final judgment was entered against a defendant who allegedly failed to make one of eighteen payments due on a truck trailer. After entry of the judgment, the defendant secured copies of documents that conclusively proved he had made the disputed payment and moved for relief under Rule 60(b). The trial court denied relief and the Fifth Circuit reversed, stating, "[i]f, in fact, practically conclusive evidence shows that the [defendant] had actually paid all eighteen installments for the purchase of the trailer,

it is obvious that the judgment should be set aside to prevent a manifest miscarriage of justice.” (*Id.* at 699).

Similarly, in *Johnson v. Waste Materials v. Marshall*, 611 F.2d 593, 595-96 (5th Cir. 1980), the government sued several defendants for Fair Labor Standards Act violations and secured judgments based on employee testimony after the defendants offered no documentary evidence to rebut the testimony. More than a year later, defendants moved to set aside or reform the judgment under Rule 60 after locating cancelled checks and other evidence establishing that plaintiffs were due less than the amounts awarded to them at trial.

The trial court denied relief under Rule 60 and again the Fifth Circuit reversed. The court in *AIG Baker Sterling Heights* described the reason for the holding in *Johnson* as follows:

[D]efendants, to receive relief from the judgment under Rule 60(b)(5), were not obligated to produce newly discovered evidence or to demonstrate due diligence in securing that evidence. *Id.* at 599. Instead, we said that the defendants needed only to produce conclusive evidence that they partially satisfied the judgment. *Id.* at 599–600. To rule otherwise, we stressed, would effectively grant the plaintiffs a windfall: “Reducing the judgment ... by the amount that defendants have already paid will not deprive the employees of the wages that they properly earned. When defendants pay the remainder of the judgment, the employees will have received the full amount to which the trial court determined they were entitled. *They will only be denied a windfall recovery.*” *Id.* at 600-01 (emphasis added).

579 F.3d at 1273 (emphasis in original).

That same principle applies in this case. If the Receiver has obtained \$27,103,060 from the sale of assets turned over by Davison, the full amount of the Final Judgment has been paid. Neither the Receiver nor the SEC are entitled to a windfall. All funds due have been paid in full and the Court should enter a Partial Satisfaction of all financial aspects of the Final Judgment and should enter its Order lifting the Asset Freeze.

B. A Portion of the Final Judgment Should be Amended Based on Mistake.

If the Court grants the relief sought in Section I.A. above, then this request is moot. If not, then the Final Judgment should be altered for mistake pursuant to Rule 60(b)(1). The issue raised in the Receiver's Motion (Doc. 587) is that Davison turned over only 58 instead of 61 gold American Eagle coins and turned over a boxed set of 480 coins that were silver instead of platinum.

After this case was filed, Davison turned over all of the gold coins he had and the boxed set of 480 coins. Davison prepared his list of assets at a time when his life, family and business had been turned upside down by these proceedings. (Davison Decl., ¶¶ 2-3, attached as Ex. B). Davison believed that the 480 American Eagle Coins he had were platinum and that he had 61 gold American Eagle Coins. (Davison Decl., ¶¶ 6-8).

One of the attorney's assisting Davison in the turnover of assets was Gerald Davis, Esq. of Trenam Law. Mr. Davis was present at the turnover of assets at

Davison's home on Davis Island on August 31, 2021. (Davis Decl., ¶ 7, attached as Ex. C). Davis's Declaration states in relevant part:

There were watches and coins to be turned over and the turnover began with the coins which were placed on the granite countertop in the kitchen. I watched as a representative of the Receiver, Carlos Lopez, examined and counted the coins. When Mr. Lopez counted the American Eagle gold coins, he found only 58, rather than the 61 gold coins listed in the Assignment. When Mr. Lopez examined a wooden box that appeared designed to hold 480 coins, he stated that the coins were silver instead of platinum. Mr. Davison appeared shocked by that statement and indicated he believed he had purchased platinum coins from the Gold & Diamond Source; which I know to be located on Ulmerton Road in Clearwater. I do not recall Mr. Davison ever saying he, "got a really good deal" on the coins or mentioning IDC Coin & Bullion; a competitor of Gold & Diamond Source. I'm familiar with IDC Coin & Bullion and know it also is located on Ulmerton Road in Clearwater.

(*Id.* at ¶¶ 8-14).

It was a shock to Davison when he was locked out of his office, his business, his home had been searched, and his personal computer was taken from him. (Davison Decl. ¶ 4). During this case, Davison attempted to create a complete list of all of his assets, even though he did not have access to any of the records kept in EquiAlt's offices. (Davison Decl. ¶ 5). He did the best he could to create a complete list of assets, including his coin and watch collection. (Davison Decl. ¶ 6).

When he counted the gold American Eagle coins, he came up with 61. (Davison Decl. ¶ 7). After he learned of this case he did not sell, transfer, conceal, or give away any gold coins. (*Id.*). When Davison looked at the 480 boxed coins to put them on the asset list, he believed they were platinum, not silver. (Davison Decl.

¶ 8). He has never owned any other boxed set of coins or any other set of 480 coins; and after he learned of this case he did not sell, transfer, conceal, or give away any platinum coins. (*Id.*).

The Receiver has had more than 2 years and has charged the Receivership more than \$3,500,000 for himself and his Retained Personnel,³ but will be unable to present any evidence that Davison ever had more than the 58 gold American Eagle coins and the boxed set of 480 silver American Eagle coins he turned over. As such, the listing of 61 gold coins and 480 platinum coins is the result of a mistake and the Final Judgment should be altered or amended to require Davison to turn over 58 gold American Eagle coins and 480 silver American Eagle coins.

Since there is no dispute that Davison already has done so, the Court also should enter its Order lifting the Asset Freeze.

III. DAVISON’S MOTION IS TIMELY FILED

Under Rule 60(c)(1), a motion under Rule 60(b) must be made within a reasonable time; and for mistake under Rule 60(b)(1), no more than a year after the entry of the judgment. The Final Judgment against Davison (Doc. 355-1) was entered August 5, 2021, so this Motion is filed within a year of the judgment.

³ The Magistrate’s Report & Recommendation on a Rybicki Motion (Doc. 577) noted, “the Receiver has sought and received, on behalf of himself and his Retained Personnel, more than \$2.7 million in disbursements (Doc. 572, Ex. 1), with requests for nearly \$750,000 in disbursements currently pending in this action.” (*Id.* at 8, n.2).

These motions also are filed, “within a reasonable time.” A motion to deem the financial aspects of a judgment satisfied under Rule 60(b)(5) cannot be filed until the judgment is satisfied. The chart showing the sale of Davison’s assets by the Receiver attached as Exhibit A includes amounts from the Receiver’s Ninth Quarterly Status Report (Doc. 563), dated May 2, 2022, and from the Receiver’s Motion for an Order to Show Cause why Davison should not be held in Contempt (Doc. 587), dated June 27, 2022.

Any time a money judgment is paid, the judgment debtor is entitled to a satisfaction of that judgment. Davison is entitled to a satisfaction of the financial terms of the judgment and his request for same has been filed within a reasonable time of the Receiver filing documents demonstrating the sums recovered from Davison’s assets.

Davison’s motion under Rule 60(b)(1) also has been filed within a reasonable time as required by the rule. The Receiver and Davison both learned of the inaccuracy of Davison’s asset list and assignment of assets on the same day, August 31, 2021 (when the asset turnover occurred). The Receiver’s Ninth Quarterly Status Report dated May 2, 2022, states, “Counsel for the Receiver and Mr. Davison are continuing to discuss this discrepancy” (Doc. 563 at 16). While those discussions were ongoing, there was no reason for Davison to move to amend. The

filing of the Receiver's Motion on June 27, 2022 (Doc. 587) made clear that no agreement could be reached between Davison and the Receiver.

In analyzing a motion asserting excusable neglect as a ground for relief under Rule 60(b)(1), a court looks at several factors, including prejudice to the non-moving party, the length of the delay caused by the neglect and its potential impact on the judicial proceedings, the reason for the delay including whether it was in the reasonable control of the movant, and whether the party acted in good faith. *Conn. State Dental Ass'n v. Anthem Health Plans, Inc.*, 591 F.3d 1337, 1355 (11th Cir. 2009) (citing *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 395, 113 S.Ct. 1489, 1495, 123 L.Ed.2d 74 (1993)).

Application of those factors reflect that this Motion is timely filed. The Receiver's Ninth Quarterly Status Report (Doc. 563), reveals that more than 2 years after being appointed,⁴ the Receiver continues to, "manage EquiAlt operations, including maintenance and leasing of over 200 real estate properties." (*Id.* at p.4). As of May 2, 2022, the Receiver again recommended to the Court that the Receivership be continued because, "he still has (1) the ongoing need to manage and in part develop, the real property business of the Receivership; (2) hundreds of properties to liquidate; (3) personal property to liquidate, including watches and

⁴ The Court's Sealed Order Granting Plaintiff's Emergency Ex Parte Motion for Appointment of a Receiver was entered on February 14, 2020. (Doc. 11).

jewelry” (*Id.* at 23) (emphasis added). This motion will not extend the time necessary to administer the Receivership.

According to the Receiver, counsel for Davison and the Receiver continued to discuss the discrepancy in the number and metal of the coins. (Doc. 563 at 16). Under those circumstances, there is no indication - nor can there be any - that Davison is not acting in good faith in requesting that the Final Judgment be modified to reflect the 58 gold American Eagle and 480 silver American Eagle coins he already turned over to the Receiver.

IV. CONCLUSION

Davison requests that the Court enter an Order finding that the financial aspects of the Final Judgment have been satisfied, enter a Partial Satisfaction of Judgment to that extent, and enter an Order lifting the asset freeze. Alternatively, the Court should enter an Order amending the Final Judgment to change the 480 platinum coins and 61 gold coins to 480 silver coins and 58 gold coins as a result of mistake within the meaning of Rule 60(b)(1) and lifting the asset freeze.

CERTIFICATE UNDER LOCAL RULE 3.01(g)

Counsel for Davison has conferred with counsel for the SEC and for the Receiver and represents to the Court that they object to the relief sought.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been filed via the Court's CM/ECF system on this 26th day of July 2022.

/s/ Stanley T. Padgett
Stanley T. Padgett, Esquire
Florida Bar No. 348686
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Co-Counsel for Defendant,
Brian Davison

Asset	Net Proceeds	Source
Bank of America xx4008	\$380.20	Final Judgment (Doc. 355-1 at 7); Ninth Quarterly Report (Doc. 563 at 8)
Bank of America xx4011	\$380.20	Final Judgment (Doc. 355-1 at 7); Ninth Quarterly Report (Doc. 563 at 8)
Chase xx2758	\$114.23	Final Judgment (Doc. 355-1 at 7); Ninth Quarterly Report (Doc. 563 at 8)
Chase xx9319	\$194.15	Final Judgment (Doc. 355-1 at 7); Ninth Quarterly Report (Doc. 563 at 9)
128 Biscayne	\$1,981,351.12	Eighth Quarterly Report (Doc. 490 at 7)
305 Bosphorus Ave	\$1,389,357.59	Eighth Quarterly Report (Doc. 490 at 7)
21 20th St, #5, NY	\$2,176,630.58	Eighth Quarterly Report (Doc. 490 at 7)
2101 W Cypress Ave	\$0.00	
2112 W Kennedy Blvd	\$1,634,350	Eighth Quarterly Report (Doc. 490 at 7)
Ritz-Carlton Destination Club	\$0.00	
Club Wyndham Bonnett Creek	\$0.00	
5123 E Broadway	\$3,520,000	Ninth Quarterly Report (Doc. 563 at 3)
5 Grindstaff Cove	\$0.00	
Stovall House Deposit	\$53,500	Final Judgment (Doc. 355-1 at 7)
Escrow Payment	\$45,834	Final Judgment (Doc. 355-1 at 7)
Miller Motorcars Deposits	\$193,911.19	Final Judgment (Doc. 355-1 at 7)
Simwest deposits	\$310,000	Final Judgment (Doc. 355-1 at 7)
2009 Ferrari 430 Scuderia M16	\$200,000.00	Receiver's Second Quarterly Report (Doc. 179 at 48)
2015 Ferrari F12 Berlinetta	\$37,252.58	Receiver's Second Quarterly Report (Doc. 179 at 48)
2015 Ferrari 458 Speciale	\$89,603.89	Receiver's Second Quarterly Report (Doc. 179 at 48)
2020 Bentley Convertible GTC V8	\$45,994.78	Final Judgment (Doc. 355-1 at 7)
2019 Rolls Royce Cullinan	\$75,551.74	Final Judgment (Doc. 355-1 at 7)
Commerce Brewing	\$0.00	
Nantahala Brewing	\$0.00	
Bolero Snort	\$0.00	
2018 Pagani Huayra	\$2,037,098	Receiver's Fourth Quarterly Report (Doc. 265 at 65 n.5)
1995 Land Rover Defender	\$205,000.00	Ninth Quarterly Report (Doc. 563 at 17)
2016 Mazda MX5	\$0.00	
1977 Ferrari 308 GTB	\$70,000	
Dotting "The Gallery"	\$0.00	
Dotting "The Liberty"	\$0.00	
Silver American Eagles (480)	\$11,000.00	Receiver Motion for Order to Show Cause (Doc. 587 at 2)
Gold American Eagles (58)	\$116,000.00	Receiver Motion for Order to Show Cause (Doc. 587 at 6)
Elizabeth II (2)	\$0.00	
US Liberty (13)	\$0.00	
Sight Shore House	\$98,571	Ninth Quarterly Report (Doc. 563 at 8)
Merrill Lynch 1294	\$0.00	
Merrill Lynch 1295	\$0.00	
Merrill Lynch 9944	\$1,717,210.29	Eighth Quarterly Report (Doc. 490 at 12); Ninth Quarterly Report (Doc. 563 at 10)
Merrill Lynch 9964	\$1,100,000.00	alternative investments per Eighth Quarterly Report (Doc. 490 at 12); Ninth Quarterly Report (Doc. 563 at 10)
Merrill Lynch 9965	\$0.00	
Merrill Lynch 9966	\$0.00	
Proceeds from watches and jewelry sale	\$13,000,000	Eighth Quarterly Report (Doc. 490 at 4); Ninth Quarterly Report (Doc. 563 at 2)

Total Net Proceeds

\$30,109,286.00

Final Judgment Amount

\$27,013,060.00

Net Proceeds Amount Exceeding Final Judgment

\$3,096,226.00

DECLARATION OF BRIAN DAVISON

I, Brian Davison, declare that the following information is true and correct and that I make this Declaration under penalty of perjury.

1. I am over the age of 18 and have personal knowledge of the facts stated in this Declaration.
2. I am one of the named defendants in the case styled SEC v. Brian Davison et al., Case No. 8:20-CV-325-T-35AEP.
3. When I learned about the case, it turned my world upside down. Throughout its existence, EquiAlt regularly obtained legal advice from top-notch law firms and I believed EquiAlt operated lawfully and fully compliant.
4. It was a shock to me when I was locked out of my office, my business, my home had been searched, and my personal computer was taken from me.
5. During the case, I attempted to create a complete list of all of my assets, even though I did not have access to any of the records kept in EquiAlt's offices.
6. I did the best I could to create a complete list of assets, including my coin and watch collection.
7. When I counted the gold American Eagle coins, I came up with 61. After I learned of this case I did not sell, transfer, conceal, or give away any gold coins.

8. When I looked at the 480 boxed coins to put them on the asset list, I believed they were platinum, not silver. I have never owned any other boxed set of coins or any other set of 480 coins. After I learned of this case I did not sell, transfer, conceal, or give away any platinum coins.
9. Many of my assets were turned over to the Receiver on August 31, 2021, at my home located at 128 Biscayne Avenue, Tampa, Florida 33606.
10. The turnover began with my placing the coin collection, including the gold coins and the 480 boxed coins, on the granite countertop in the kitchen.
11. I watched as a representative of the Receiver, Carlos Lopez, examined and counted the coins.
12. When Mr. Lopez counted the American Eagle gold coins, he found only 58, rather than the 61 gold coins listed in the Assignment.
13. I was shocked when Mr. Lopez examined the wooden box holding 480 coins and stated that the coins were silver instead of platinum.
14. I had made purchases of coins through International Diamond Center, Inc. (IDC) located on Ulmerton Road in Clearwater and thought I may have bought the set of 480 coins from IDC.
15. After the turnover meeting, I contacted representatives of IDC to ask for records of my coin purchases but due to the Receivership they declined to provide me with any information.

16.I have not been able to locate any records of my purchase of the 480 American Eagle coins, so I do not know where or when I bought them or at what price.

17.My Assignment of Assets is attached to the Receiver's Verified Motion for an Order to Show Cause as Exhibit 1.

18.Exhibit B to Exhibit 1 is the List of Assets to be retained by me.

19.The Receiver has not turned over to me the cash in any of the following bank accounts listed in paragraph (1) of Exhibit B with the possible exception of the Chase XXX3995 account:

- a. Bank of America XXX8041 – The Brian D. Davison Revocable Trust
- \$322,480.06;
- b. Chase XXS5756 – Davison Capital - \$24,639.50; and
- c. Chase XXX3995 – Brian and Nicole Davison - \$169,642.20.

20.I am sure whether we received some or all of the proceeds of the Chase XXX3995 account as I did not keep paper statements and no longer have on-line access to the Chase accounts.

21.The Receiver has not turned over to me any of the brewery interests listed in paragraph (iv) of Exhibit B.

22.The Receiver has not turned over to me \$500,000 from positions to be liquidated in my Merrill Lynch accounts listed in paragraph (vii) of Exhibit B.

I **DECLARE** under penalty of perjury that the foregoing is true and correct
7/18/2022

and is executed on July __, 2022.

DocuSigned by:
Brian Davison
E4E1F5D98544E
Brian Davison

DECLARATION OF GERALD D. DAVIS, ESQ.

I, Gerald D. Davis, declare that the following information is true and correct and that I make this Declaration under penalty of perjury.

1. I am over the age of 18 and have personal knowledge of the facts stated in this Declaration.
2. I graduated from the University of Florida Frederick G. Levin College of Law in 1988 and was admitted to the Florida Bar on September 22, 1988; Florida Bar No. 764698.
3. I have been a member in good standing of the Florida Bar since September 22, 1988 and currently am AV rated by Martindale Hubbell.
4. I am a partner at Trenam Law and along with co-counsel have represented Brian Davison in connection with the proceedings in the case styled SEC v. Brian Davison et al., Case No. 8:20-CV-325-T-35AEP.
5. My representation included assisting Mr. Davis in the turnover and receipt of assets pursuant to the Final Judgment in that case.
6. I worked with counsel for the Receiver, Kacy Donlon on those issues. After entry of the Final Judgment, Mr. Davison and I pushed the Receiver to establish an asset turnover date.

7. On August 31, 2021, I was present at Mr. Davison's home located at 128 Biscayne Avenue, Tampa, Florida 33606 for the turnover of assets, along with counsel for the Receiver and the Receiver, Burt Wiand.
8. There were watches and coins to be turned over and the turnover began with the coins which were placed on the granite countertop in the kitchen.
9. I watched as a representative of the Receiver, Carlos Lopez, examined and counted the coins.
10. When Mr. Lopez counted the American Eagle gold coins, he found only 58, rather than the 61 gold coins listed in the Assignment.
11. When Mr. Lopez examined a box that appeared designed to hold 480 coins, he stated that the coins were silver instead of platinum.
12. Mr. Davison appeared shocked by that statement and indicated he believed he had purchased platinum coins from the Gold & Diamond Source; which I know to be located on Ulmerton Road in Clearwater.
13. I do not recall Mr. Davison ever saying he, "got a really good deal" on the coins or mentioning IDC Coin & Bullion; a competitor of Gold & Diamond Source.
14. I'm familiar with IDC Coin & Bullion and know it also is located on Ulmerton Road in Clearwater.

15. During the asset turnover meeting on August 31, 2021, I asked Mr. Wiand and/or his counsel/agents about turning over to Mr. Davison the assets he was entitled to retain under the Final Judgment.


16. They demanded that Mr. Davison's counsel prepare the deed to turn over his home located 128 Biscayne Avenue, Tampa, Florida 33606 to the Receiver which I did and the executed original deed was provided to the Receiver at the asset turnover meeting on August 31, 2021.

17. The Receiver's counsel agreed to prepare the documents necessary for the Receiver to turn over to Mr. Davison the assets he was entitled to retain.

18. Despite that agreement, they failed to provide any such documents and since that time have demanded that Mr. Davison's counsel prepare those documents; a requirement absent from the Final Judgment.

19. My law firm Trenam Law ended up drafting the transfer documents on the brewery interests Mr. Davison was entitled to retain under the Final Judgment at considerable expense to Mr. Davison.

I DECLARE under penalty of perjury that the foregoing is true and correct and is executed on July 5, 2022.



Gerald D. Davis