

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

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

Case No. 8:20-CV-325-T-35AEP

BRIAN DAVISON;  
BARRY M. RYBICKI;  
EQUIALT LLC;  
EQUIALT FUND, LLC;  
EQUIALT FUND II, LLC;  
EQUIALT FUND III, LLC;  
EA SIP, LLC;

Defendants, and

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

Relief Defendants.

\_\_\_\_\_ /

**RECEIVER'S OPPOSITION TO DAVISON'S MOTION  
FOR ORDER TO SHOW CAUSE**

Receiver Burton W. Wiand files this Opposition to Defendant Brian Davison's Motion for Order to Show Cause (Dkt. 604). Based on the foregoing, the Court should deny Davison's motion.

**Final Judgment Against Brian Davison**

On May 19, 2021, Brian Davison consented to a judgment being entered against him. (Dkt. 353-2). On August 2, 2021, the Securities and Exchange

Commission (“SEC”) sought this Court’s approval of its settlement with Davison through a proposed final judgment. (Dkts. 353, 354) The Court granted the motion on August 5, 2021, noting Mr. Davison’s consent to the judgment and adopting the form of the final judgment submitted by the SEC. (Dkt. 355) Pursuant to that Final Judgment, Davison was found liable to the SEC for disgorgement of \$24,600,000, prejudgment interest of \$913,060, and a civil penalty of \$1,500,000, for a total of \$27,013,060. The Judgment provided “any obligation of Davison to satisfy the disgorgement, prejudgment interest, and civil penalty payments, due to the Commission as set forth above, **shall be deemed satisfied by Davison if he, within 30 days of entry of this Final Judgment, disgorges the following assets to the Court-appointed Receiver . . .**” Judgment at 6 (emphasis added).<sup>1</sup> As part of the disgorgement order, the Judgment requires that Davison sign an Assignment with the Receiver which requires that Davison deliver the specified assets and assign all owned assets to the Receiver, except those what he was specifically allowed to retain. *See* Exhibit 1.

The Assignment lists those assets to be assigned and turned over to the Receiver (Exhibit A to the Assignment) and those assets to be retained by Brian Davison (Exhibit B to the Assignment). It also provides the Davison turn

---

<sup>1</sup> This language is key to the Receiver’s Motion for Order to Show Cause (Dkt. 587) and Davison’s other pending motion to alter or amend the judgment against him (Dkt. 605).

over any other assets he owns that are not included on Exhibit B to the Assignment. Davison's motion pertains to certain of the assets to be retained by Mr. Davison, specifically:

- Chase account ending 5756 – titled in the name of Davison Capital;
- Chase account ending 3995 – titled jointly in the name of Brian and Nicole Davison;
- Bank of America account ending 8041 – titled in the name of the Brian D. Davison Revocable Trust (\$322,480.06); and
- \$500,000 from positions to be liquidated in Davison's Merrill Lynch accounts.

Defendant Davison maintains that the Receiver has failed and refused to turn over these assets and should be held in contempt. However, as discussed more fully below, that is simply not the case.

### **Turnover of Assets**

On August 31, 2021 (a date agreed to by Davison and the Receiver), Davison signed off on real property deeds and turned over watches, jewelry and coins to the Receiver's team at the house located at 128 Biscayne. At that time, Davison failed to provide the provenance documents for the watches which made the watches far less valuable. Davison falsely stated that the documents were at the EquiAlt warehouse and had been lost by the Receiver,

but in fact, on October 5, 2021, Davison's counsel revealed that Davison had found the documents.

Additionally, as noted in the Receiver's Motion for Order to Show Cause (Dkt. 587), Davison failed to produce three gold coins and produced 480 silver coins rather than 480 platinum coins as noted in the Final Judgment and Assignment. After it became clear that Davison could not rectify this deficiency, the Receiver filed his motion for order to show cause.

It should be noted that prior to the Receiver filing his motion for order to show cause, counsel is unaware of any efforts on the part of Davison or his counsel to have the accounts at issue released by Chase, Bank of America or Merrill Lynch. The Judgment specifically provides that the asset freeze which governs these accounts continued in place until Davis complied with his disgorgement obligations.

### **Accounts/Assets at Issue in this Motion**

#### **Chase Accounts**

- Account ending 5756, Davison Capital
- Account ending 3995, Brian and Nicole Davison

Not once until the instant motion was filed has counsel for Davison reached out to the Receiver regarding the Chase accounts at issue. Rather, in late June/early July 2022, EquiAlt received a check from Chase forwarded from EquiAlt's old address. The check was made payable to Davison Capital and

was in the amount of \$22,169.50. Davison Capital is not a receivership entity, so the Receiver has no ability to negotiate the check. On or about July 7, 2022, undersigned counsel notified Davison's counsel, Stan Padgett, via telephone that the Receiver was in receipt of this check and that the Receiver was holding it until the Receiver's pending motion for order to show cause was decided.

Given receipt of the Davison Capital check, the Receiver's team reached out to Chase to determine if proceeds from the joint account (x3995) had likewise been distributed. Chase responded that in fact it had closed the account and sent a check for \$169,844.08 to the Davisons. On July 14, 2022, undersigned counsel sent a letter to Mr. Padgett notifying him of this information and reminding him of the Asset Freeze in place. *See Exhibit 2.*

*Bank of America/Merrill Lynch*

In November 2021, three months after the Final Judgment was entered, counsel for Merrill Lynch<sup>2</sup> reached out to undersigned counsel regarding certain capital calls in the Davison Merrill Lynch account. Counsel for Davison was included in subsequent emails with Merrill's counsel. On December 8, 2021, Merrill's counsel specifically asked Davison's counsel if they had time to discuss the final judgment. Undersigned counsel is uncertain if that conversation ever took place.

---

<sup>2</sup> Bank of America and Merrill Lynch are affiliated entities and are represented by the same counsel.

However, in late January 2022, Merrill's counsel broached the subject of obtaining a Waiver/Disclaimer from Nicole Davison as to the Merrill Lynch accounts since she was not specifically a party to the Assignment and the investment accounts at issue are held in their joint names. Undersigned counsel worked with Davison's counsel and Merrill's counsel to get this finalized by early March. *See* Exhibit 3. During the time that drafts of this document were being finalized, undersigned counsel communicated with Davison's counsel regarding outstanding issues related to the Assignment. Specifically, on February 17, 2022, undersigned counsel emailed:

Pursuant to the para. V of the Final Judgment, the Asset Freeze is not lifted until the Court receives confirmation from the Receiver and the Commission that your client has satisfied his obligations. So I don't think it's up to the Receiver to release anything (i.e. bank accounts or funds from ML). BOA/Merrill Lynch are going to want an order from the Court lifting the asset freeze before they disburse anything. I'm assuming Chase will feel the same.

Having been notified of the Receiver's position, Davison had every opportunity to seek the Court's lifting or modification of the asset freeze or to reach out to Bank of America/Merrill Lynch, but they did neither.

Instead of being proactive in his efforts to gain access to these funds, Davison instead attempts to mislead the Court to suggest that the Receiver is withholding funds or has failed to provide funds. In fact, the accounts at issue are and have been frozen pursuant to the Court's Asset Freeze since February 14, 2020. The Receiver has no control over the accounts as they are not in the

name of any Receivership Entity. Specifically, the Bank of America account is in the name of the Brian D. Davison Revocable Trust and the Merrill Lynch accounts are held jointly in the name of Brian and Nicole Davison. As noted in the February 17<sup>th</sup> email above, Bank of America wanted a Court order lifting the asset freeze before releasing any funds. Davison chose not to seek that relief from the Court until now.

This Court's Final Judgment references the Asset Freeze: "upon receipt of confirmation from the Commission and the Receiver that Davison has satisfied his obligations under Section II of this Final Judgment, the Asset Freeze this Court previously entered against Davison shall be lifted and extinguished in its entirety." In his motion, Davison seeks an Order terminating the asset freeze, but fails to notify the Court that the requirements as set forth in the Final Judgment have not been met. Given Davison's failure to satisfy his obligations, it would be inappropriate to lift the asset freeze until the Court rules on the Receiver's pending Motion for Order to Show Cause.

**Davison Has Failed to Meet his Burden for a Finding of Contempt**

As cited by Davison in his motion, he must show by clear and convincing evidence that the Receiver (1) violated a valid and lawful order, (2) which was clear and unambiguous, and (3) that the Receiver has the ability to comply with the order. Certainly, the Court's Final Judgment is a valid and lawful order. It is also clear in its mandate as to what Davison's obligations are.

However, there is nothing in the Judgment or the Assignment that dictates the Receiver's obligations. Rather, the assets at issue in this motion are those to "be retained" by Davison, not turned over by the Receiver. What is apparent is that the Receiver did not violate any order with respect to any assets he controls and it is clear from the Judgment's unambiguous terms that he did not do so.

To the extent the Receiver had possession of any assets that were on Exhibit B to the Assignment, he has provided them. For example, the Receiver had possession of certain coins that were in the Davison's safety deposit box. Those were provided to Mr. Davison on August 31<sup>st</sup>. Similarly, the Receiver turned over the domains which were to be retained by Mr. Davison as the domains had been registered through EquiAlt. Most of the other assets were already in Davison's possession (i.e. vehicles, painting, certain watches).<sup>3</sup>

The other accounts (Chase, Bank of America and Merrill Lynch) were not held by the Receiver which brings us to the third element – the Receiver's ability to comply with the Order. The accounts at issue were in either Mr. Davison's name or in entities unrelated to the Receivership. Even if the Order dictated that the Receiver turn over these accounts, the Receiver does not have

---

<sup>3</sup> Davison tries to make an issue about the Receiver transferring the brewery interests but not "cash". However, as noted above, the brewery interests were part of the Receivership Estate, thus, the Receiver could transfer them. However, the accounts at issue are not part of the Receivership Estate.



control over them and the Court's Judgment prohibits their turnover due to the asset freeze and Mr. Davison's failure to meet his obligations under the Assignment. Therefore, Davison has failed to meet his burden in seeking contempt against the Receiver.

### **CONCLUSION**

Based on the foregoing, the Receiver respectfully requests that the Court deny Brian Davison's motion and grant the Receiver his fees in having to respond thereto.

Respectfully submitted,

**s/Katherine C. Donlon**

Katherine C. Donlon, FBN 0066941

[kdonlon@jclaw.com](mailto:kdonlon@jclaw.com)

**JOHNSON, CASSIDY, NEWLON &  
DECORT P.A.**

2802 N. Howard Avenue

Tampa, FL 33607

Tel: (813) 291-3300

Fax: (813) 324-4629

and

R. Max McKinley, FBN 119556

[mmckinley@guerraking.com](mailto:mmckinley@guerraking.com)

**GUERRA KING P.A.**

1408 N. Westshore Blvd., Suite 1010

Tampa, FL 33607

Tel: (813) 347-5100

Fax: (813) 347-5198

*Attorneys for Receiver Burton W. Wiand*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on August 9, 2022, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

s/ Katherine C. Donlon

# **EXHIBIT 1**



## Assignment.pdf

DocVerify ID: 1C288A7E-ACA3-4341-8C7D-C1A0AD63F600  
 Created: May 14, 2021 12:01:09 -8:00  
 Pages: 8  
 Remote Notary: Yes / State: FL

This document is a DocVerify VeriVaulted protected version of the document named above. It was created by a notary or on the behalf of a notary, and it is also a DocVerify E-Sign document, which means this document was created for the purposes of Electronic Signatures and/or Electronic Notary. Tampered or altered documents can be easily verified and validated with the DocVerify veriCheck system. This remote online notarization involved the use of communication technology.

Go to [www.docverify.com](http://www.docverify.com) at any time to verify or validate the authenticity and integrity of this or any other DocVerify VeriVaulted document.

### E-Signature Summary

#### E-Signature 1: Burton W. Wiand (BW)

May 14, 2021 12:07:18 -8:00 [5964417D307A] [200.5.63.76]  
 burt@burtonwwiandpa.com (Principal) (Personally Known)

#### E-Signature Notary: Jeffrey C. Rizzo (Jri)

May 14, 2021 12:07:18 -8:00 [47959159F9D6] [47.197.31.145]  
 jrizzo@guerraking.com  
 I, Jeffrey C. Rizzo, did witness the participants named above electronically sign this document.



## ASSIGNMENT

**WHEREAS**, by orders dated February 14, 2020 and August 17, 2020, the Court in *Securities & Exch. Comm'n v. Brian Davison, et al.*, Case No. 8:20-cv-325-T-35AEP (M.D. Fla.) (the "SEC Receivership Action"), appointed Burton W. Wiand as Receiver (the "Receiver") for EquiAlt, LLC; EquiAlt Fund, LLC; EquiAlt Fund II, LLC; EquiAlt Fund III, LLC; EA SIP, LLC; 128 E. Davis Blvd, LLC; 310 78th Ave, LLC; 551 3rd Ave S, LLC; 604 West Azeele, LLC; 2101 W. Cypress, LLC; 2112 W. Kennedy Blvd, LLC; 5123 E. Broadway Ave, LLC; Blue Waters TI, LLC; BNAZ, LLC; BR Support Services, 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, EquiAlt Qualified Opportunity Zone Fund, LP; EquiAlt QOZ Fund GP, LLC; EquiAlt Secured Income Portfolio REIT, Inc.; EquiAlt Holdings LLC; EquiAlt Property Management LLC; and EquiAlt Capital Advisors, LLC and all of their subsidiaries, successors, and assigns (collectively, the "Receivership Entities"); and

**WHEREAS**, Brian Davison has consented to a judgment ("Judgment") with the Securities and Exchange Commission in the SEC Receivership Action. As part of the disgorgement required in the Judgment, Mr. Davison is ordered to enter into this Assignment of assets;

**WHEREAS**, Brian Davison represents that he has the express authority to enter into this Assignment on behalf of himself, his wife and those entities which he controls, including, but not limited to FL DAV LLC;

**NOW, THEREFORE**, Brian Davison, intending to be legally bound, and in consideration of the covenants and other good and valuable consideration set forth below, agrees as follows:

1C288A7E-ACA3-4341-8C7D-C1A0AD63F600 --- 2021/05/14 12:01:09 -8:00 --- Remote Notary



(1) Mr. Davison assigns and shall deliver and turn over all assets reflected on Exhibit “A” (List of Specified Assets to Assign and Turn Over to Receiver) attached hereto and made a part hereof or, where necessary, execute the appropriate quitclaim in connection with real estate properties. Mr. Davison will keep all assets reflected on Exhibit “B” (List of Assets to be Retained by Davison) attached hereto and made a part hereof. This General assignment serves to assign to the Receiver the Specified Assets and all assets owned or controlled by Davison other than those assets specifically excluded in Exhibit B. As to those assets described in the accounts included in Exhibit B(i) and (vii), those sums shall be turned over to attorneys at Moses & Singer LLP, counsel for Davison, for disbursement as directed by Davison.

(2) The assets listed on Exhibit “A” shall be turned over to the Receiver within 30 days of the Court’s entry of the Judgment in the SEC Receivership Action. As to the physical assets to be turned over, they shall be deemed turned over by being made available to the Receiver for collection at Mr. Davison’s residence or such other place where the assets are located.

(3) Mr. Davison represents and warrants that the assets listed on Exhibits A and B are the only assets owned by him, his wife or the entities he controls that exceed \$5,000 in value, other than potential claims against professionals and professional services firms that might be asserted in his or his family’s personal capacity, as set out in Exhibit B hereto.

(4) By virtue of this Assignment, the Receiver foregoes any claims that the Receiver would have against Davison, his wife, or the entities he controls except as provided below.

(5) Mr. Davison shall execute a Power of Attorney and such other documentation as may be necessary in order to effectuate the transfer of the assets to be turned over by him pursuant to this Assignment.



(6) Mr. Davison shall also execute the necessary forms and documents, including but not limited to IRS Form 2848, to effectuate an assignment to the Receiver of any tax refund to which any entity under the Receiver's current control may be entitled.

(7) Mr. Davison agrees that any material misrepresentation concerning any of the matters contained herein or the affidavit executed by him in connection with this Assignment, or his failure to satisfy any of the obligations contained in this Assignment, unless such failure is occasioned by the intervening act of a governmental authority, shall constitute a material breach hereof and as such, may entitle the Receiver to seek such remedies as may be appropriate, including, but not limited to, entry of judgment for any unpaid sums of the amount entered in the order of disgorgement entered by the Court in Case No. 8:20-ev-325-T-35AEP, or seeking an order from the Receivership Court for the immediate turnover of any undisclosed property and, where appropriate, sanctions for Contempt.

The Receiver and Davison agree that this Assignment shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

INTENTIONALLY LEFT BLANK



In witness whereof the parties have set their hands as of the dates indicated.

\_\_\_\_\_  
Brian D. Davison

\_\_\_\_\_  
Date

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of May, 2021, by Brian D. Davison, who [ ] is personally known to me or [ ] has produced a driver's license as identification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

05/14/2021

\_\_\_\_\_  
Date

  
Signed on 2021/05/14 12:07:18 -8:00


\_\_\_\_\_  
Burton W. Wiand, Receiver for EquiAlt  
Receivership Entities

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was sworn to and subscribed before me by means of [ ] physical presence or [X] **online notarization**, this 14<sup>th</sup> day of May 2021, by Burton W. Wiand, Receiver who [X] **is personally known** or [ ] has produced a driver's license as identification.

\_\_\_\_\_  
Notary Public

  
Signed on 2021/05/14 12:07:18 -8:00

Printed Name: Jeffrey C. Rizzo  
Commission #GG 303016

My Commission Expires: April 30, 2023





In witness whereof the parties have set their hands as of the dates indicated.

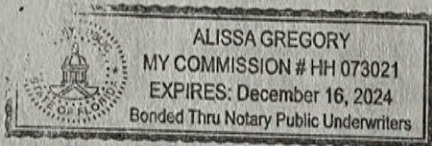
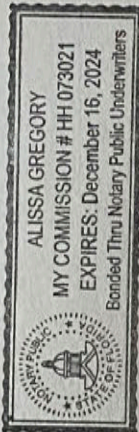
  
Brian D. Davison

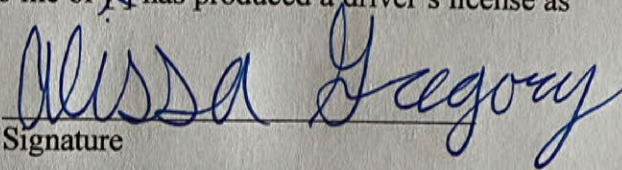
05/17/21  
Date

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to and subscribed before me this 17<sup>th</sup> day of May, 2021, by Brian D. Davison, who ☐ is personally known to me or ☒ has produced a driver's license as identification. [REDACTED]



  
Signature

Alissa Gregory  
Printed Name

\_\_\_\_\_  
Burton W. Wiand, Receiver for EquiAlt  
Receivership Entities

\_\_\_\_\_  
Date

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☒ **online notarization**, this 14<sup>th</sup> day of May 2021, by Burton W. Wiand, Receiver who ☒ is **personally known** or ☐ has produced a driver's license as identification.

\_\_\_\_\_  
Notary Public

Printed Name: Jeffrey C. Rizzo  
Commission #GG 303016

My Commission Expires: April 30, 2023



**EXHIBIT A - LIST OF SPECIFIED ASSETS TO BE ASSIGNED TO AND TURNED  
OVER TO RECEIVER**

- (i) Bank Accounts  
Bank of America XX4008 – EquiAlt Secured Income Portfolio LP - \$380.20  
Bank of America XX4011 – EquiAlt Secured Income Portfolio - \$380.20  
Chase XX2758 – Brian Davison - \$114.23  
Chase XX9319 – Brian Davison - \$194.15
- (ii) Real Property  
128 Biscayne Ave, Tampa, Florida  
21 20<sup>th</sup> St, #5, New York, New York  
2101 W. Cypress Avenue, Tampa, Florida  
2112 W. Kennedy Blvd., Tampa, Florida  
Ritz-Carlton Destination Club – Aspen Highlands (Member #10221246)  
Club Wyndham Bonnet Creek (Member #00999151231)  
5123 E. Broadway Trailer Park  
5 Grindstaff Cove, Sylva, NC
- (iii) Watches and Jewelry  
As listed in Exhibit 1 hereto.
- (iv) Funds Held By The Receiver In Trust  
\$53,500 – Return of Stovall House Deposit  
\$45,834 – return of escrow payment  
\$193,911.19 – return of deposits from Miller Motorcars  
\$310,000 – return of Simwest deposits  
\$327,856.47 – net proceeds from sale of 2009 Ferrari 430 Scuderia M16, 2015 Ferrari F12  
Berlinetta, and 2015 Ferrari 458 Speciale  
\$45,994.78 – net proceeds from sale of 2020 Bentley Convertible GTC V8  
\$75,551.74 – net proceeds from sale of 2019 Rolls Royce Cullinan
- (v) Interest in Breweries  
Commerce Brewing  
Nantahala Brewing Company, including any security interest held in NBC equipment  
Bolero Snort
- (vi) Vehicles  
2018 Pagani Huayra (VIN ZA9H12UA3JSF76050)  
1995 Land Rover Defender VIN SALLDHAF7MA94233)  
2016 Mazda MX5 (Chassis #79) (VIN JM1NDAB78G0110587)  
1977 Ferrari 308 GTB (VIN 22473)



- (vii) Safes  
Dottling “The Gallery”  
Dottling “The Liberty”
- (viii) Coins (to be sorted out with Howard)  
1 oz Gold American Eagles (61)  
1 oz Platinum American Eagles (480)  
Elizabeth II (2)  
1 oz US Liberty (13)
- (ix) Investments  
Sight Shore House, LLC  
Merrill Lynch – Accounts ending in 1294, 1295, 9944, 9964, 9965, 9966 (excluding \$500,000 in liquidated positions)
- (x) Domains  
Domains listed on the attached Exhibit 2.
- (xi) The contents and assets located on the premises of all properties owned or controlled by the Receivership Entities or entities under the Receiver’s control.
- (xii) All other assets, tangible or intangible, not specifically designated on Exhibit B



**EXHIBIT 1 TO EXHIBIT A**

**Patek Philippe**

		Movement	Case #
1	Set of 3 torpedo-boat navigator's trio silver openface pocket watches with power reserve and fitted box (lot #46)		
2	1463A, stainless steel with Breguet numerals	867'604	653'507
3	1463, yellow gold with Breguet numerals	863'087	629'720
4	2499 3rd (Tiffany stamped)		
5	2497, pink gold perpetual calendar with moon phases		
6	3448 Senza Luna, 18k white gold automatic perpetual calendar without moon phases	1'119'585	332'625
7	5980R, 18k rose gold Nautilus chronograph (Tiffany stamped)	5983712	6135259
8	5650G, M18W Aqua	7027674	6146390
9	5270G, 18k "Grand Complications" (Tiffany stamped)	5770755	4659430
10	5204P, platinum "Grand Complications"	5253266	6181686
11	7018/1A, stainless steel ladies' Nautilus bracelet watch	7063334	6187578
12	4936G, 18k white gold and diamond, lady's Complications strap watch (Tiffany stamped)	5891781	6064369
13	5208P sealed, Platinum men's Grand Complication strap watch	5175821	6156013
14	5524G, 18k white gold men's Calatrava Pilot Travel Time watch (Tiffany stamped)	7098556	6177478
15	5522A, stainless steel and 18k white gold, men's Calatrava strap watch	7061574	6192124

16	7099R, Gongola Rose Gold Diamond Paved lady's watch		
17	5960/1A, Stainless steel men's Complications	7127703	6077581
18	5270R, rose gold men's Grand Complications manual wound (Tiffany stamped)	7079275	5216800
19	5270/1R, 18k rose gold Grand Complications, moon phase and leap year, black dial (Tiffany stamped)		
20	5270P, Platinum Grand Complications, moon phase and salmon dial, strap watch (Tiffany stamped)	7079278	6287743
21	5070P, Chronograph, platinum case, manual wind Lemania caliber 27-70 movement; sunburst blue dial with applied Arabic charcoal numerals		
22	5370P, platinum split-seconds chronograph with Breguet numerals and enamel dial		
23	18k pink gold split-seconds chronograph openface pocket watch (lot #29)	66'04	
	<b>AT SOTHEBYS</b>		
24	5131P , Platinum and 18k white gold men's Complications world time bracelet watch	7117302	6224488
25	5726A, stainless steel Nautilus annual calendar strap watch (Tiffany stamped)(sealed)	5994109	6127751
26	5990A, Stainless steel, men's Nautilus travel time chronograph bracelet watch (Tiffany stamped)	7125339	6207977
27	5168G, 18k white gold men's Aquanaut strap watch (Tiffany stamped)	7257033	6350618

28	5196P, Platinum men's Calatrava strap watch (Tiffany stamped)	7072030	6174218
29	5204R, 18k rose gold "Grand Complications"	5253454	6176883
30	5524R, 18k rose gold men's Complications Calatrava Pilot Travel Time strap watch (Tiffany stamped)	7217077	6275116
31	5088P, Tiffany platinum Calatrava "Volutes and Arabesques" limited ed. W/cuff links	5929241	6122613
32	5170P, Platinum and diamond men's Complications strap watch (Tiffany stamped)	7079337	6232284
<b>AT PHILLIPS</b>			
33	5304R, pink gold automatic semi-skeletonized minute repeating perpetual calendar with retrograde date, moon phases, leap year indication (Grand Complication)		
34	2499, 4th Series, 18k yellow gold perpetual calendar chronograph wristwatch with moon phase	869'252	2'792'108
35	5040G, 18k white gold perpetual calendar with moon phase, salmon dial, Breguet numerals, sealed	5'738'781	4'722'319
36	5070J, yellow gold with certificate of origin and presentation box	3'146'500	4'086'664

**Audemars Piguet**

37	Rose Gold Royal Oak Perpetual Calendar	26584OR.OO1220OR.01	
38	Titanium and platinum automatic with date and integrated bracelet (Royal Oak "Jumbo" Extra-Thin	15202IP.OO.1240IP.01	
39	Royal Oak Jumbo, anthracite colored waffled dial, silver baton hands	067296-A296	
40	AP, stainless steel perpetual calendar wristwatch with moon phase, leap year indicator with green dial (Royal Oak Perpetual Calendar)	26606ST.OO.1220ST.01	
41	Grand Complications; special order, entirety is ceramic		
42	TiPC		
43	Royal Oak Ceramic Perpetual Calendar Openworked		
44	Millenary Rose Gold Mother of Pearl Roman Dial	772470OR.ZZ.A812CR.01	Ladies
45	Stainless steel Royal Oak Double Balance Wheel Openworked (41MM)	15407ST.OO.1220ST.01	
	<b>AT PHILLIPS</b>		
46	Royal Oak 18k pink gold skeletonized wristwatch with integrated bracelet		
47	Royal Oak Offshore, titanium perpetual calendar with moon phase	25854.TI.OO.1150TI	561'118
48	Royal Oak, custom made 18k pink gold with diamond bezel		



**Rolex**

49	SubmarinerC 40mm #1		
50	Submariner C 40mm #2		
51	Datejust 41 MM	MODEL - 126300	P305U848
52	Daytona 18k yellow gold, ceramic bezel, Paul Newman dial oysterflex		
53	Cosmograph Daytona 40MM 18k Everose Baguette-Cut Rainbow Sapphire Bezel, Diamond-Paved Dial With Baguette-Cut Rainbow Sapphires, 18k Everose Gold Oyster Bracelet	MODEL - 116595RBOW	
54	Deep Sea Seadweller James Cameron	M116660-0003	
55	GMT-Master II 40MM 18k Everose Bidirectional Rotatable Black & Brown Cerachrom Bezel, Black Dial, 18k Everose Oyster Bracelet	MODEL - 126715CHNR	
56	Day Date 40 mm platinum ice blue	17302753	
57	Yacht Master 18k rose gold, ceramic bezel, oysterflex	MODEL 116655	01X329C6
58	Day date Sub dial (1o1)		
59	Datejust J '79		
60	Daytona 6265, stainless steel with metal bezel	6'197'309	
61	Stainless Steel Datejust		
62	Rolex Cosmograph Daytona 40MM 18k Yellow Gold , Tachymeter Black Monobloc Cerachrom Bezel, Screw-Down Push Buttons, Black Index Dial With Champagne Subdials With Oyster Flex Strap	MODEL: 116515LN	70L79151
	<b>AT SOTHEBYS</b>		

63	ROL GMT Master II, white gold with diamond and sapphire-set bezel	116749SABLNR	
64	ROL Submariner, white gold with diamond and sapphire-set bezel, diamond-set lugs	116659SABR	
65	Rolex Sky Dweller, Blue Rolex Sky-Dweller Oyster, 42mm, oystersteel and white gold		
	<b>AT PHILLIPS</b>		
66	GMT-Master, 1675/8 from Tiffany, yellow gold dual-time		
	<b>AT JOYCE LEE</b>		
67	Daytona Stainless Steel, white index dial, ceramic bezel		

	<b>Other Watches</b>			
69	Blancpain Tribute to Fifty Fathoms Mil-Spec	5008A-1130-NABA		
70	F.P. Journe platinum tourbillon 13/20 b&p	Numbered 13/20		
71	Richard Mille 11-03			
72	Tudor Black Bay	17770727	M79360DK-001	I990442
	<b>AT PHILLIPS</b>			
73	A. Lange & Sohne	147.025		
	<b>AT MANUFACTURER</b>			
74	DeWitt Academia			

**Jewelry**

18k Diamond Calatrava Cross Ring	275.7/1AJ3 SQ 7	
18k Tanzarite Diamond Pendant		
3 stone ring with pink diamonds, 18k rose gold		
Platinum Tanzanite Diamond prong ring		
Platinum Morganite diamond ring		
Platinum 18k Drop Diamond earrings		
18k diamond fringe necklace		
2 Ring rose gold, 2.7 and 2.6 weight		
Necklace, 18k gold diamond and sapphire collar necklace, 513 diamonds with combined weight of 8.03 carats, F-G, VS2-SI1, 82 sapphires, combined weight 9.03		
18k yellow gold ring combining 14.5 by 29 mm brown baroque South Sea pearl set with 1.98 ct. natural cognac diamonds	258118	R-115LO-BR2Y

**EXHIBIT 2 TO EXHIBIT A**

<b>DOMAINS TO BE TRANSFERRED TO RECEIVER</b>
5193rdaves.com
5193rdavesstpete.com
5193rdavs.com
ACCREDINVEST.COM
AFFINITY-CAPITAL.COM
ALTEQUITY.COM
ALTSE.COM
averagerich.com
averarich.com
baysideresorts.com
betterthanaverarich.com
BLOG.THECASHFLOWSTORE.COM
bluewatersflorida.com
bluewaterstreasureisland.com
briandavisonreit.info
briandavisonreit.net
briandavisonreit.org
briandavisonreit.us, tampabayreit.us, reitreviews.us, nodebtsfrreit.us, zerodebtsfrreit.us, debtreesfrreit.us, sfrreit.us
BUILDSVS.COM
bungalowstreasureisland.com
bwflorida.com
bwflorida.com
bwtreasureisland.com
bwtreasureisland.com
cashflow.com
ceotb.org
citrustrust.com
commercebrewing.com
commercebrewingtampa.com
CONSTRUCTSVS.COM
davisisland.net
davisislandcompany.com
davisislandrentals.com
davisislands.co
davisislandscompany.com
davisislandsrentals.com
debtadversereit.info
debtadversereit.net
debtadversereit.org
debtfreereit.com

<b>DOMAINS TO BE TRANSFERRED TO RECEIVER</b>
debtfreereit.info
debtfreereit.net
debtfreereit.org
debtfreereit.us
debtreesrreit.com
deferredtaxfund.com
deferredtaxfund.net
deferredtaxfund.org
deferredtaxfund.us
DEFERREDTAXREIT.COM
deferredtaxreit.info
DEFERREDTAXREIT.NET
deferredtaxreit.net
DEFERREDTAXREIT.ORG
DEVELOPERLENDING.COM, DEVELOPERMONEY.COM, INVESTINGARTS.COM, SAFEYIELD.COM
DEVELOPERLENDING.INFO
DEVELOPERLENDING.NET
DEVELOPERLENDING.ORG
DEVELOPERMONEY.COM
developsvs.com
eaqof.com
eaqozf.com
egsip.com
equialt.com
EQUIALTASSETMANAGEMENT.COM
EQUIALTCAPITAL.COM
equialtcapitaladvisors.com
EQUIALTEDGE.COM, SECUREDEDGE.COM, EQUIALTCAPITAL.COM, EQUIALTFUNDING.COM
EQUIALTEDGE.COM, SECUREDEDGE.COM, EQUIALTCAPITAL.COM, EQUIALTFUNDING.COM, KRAVRIP.COM, KRAVSHREAD.COM
EQUIALTFUNDING.COM
equialthistoricpreservations.com
equialthistoricpreservations.info
equialthistoricpreservations.net
equialthistoricpreservations.org
equialthistoricpreservations.us
equialthistoricpreservations.us, oldesthouseintampabay.us

<b>DOMAINS TO BE TRANSFERRED TO RECEIVER</b>
equaltholdings.com
EQUIALTMANAGEMENT.COM
equaltnodebtreit.com
equaltnodebtsecuredincomeportfolioreit.com
equaltproperties.com
equaltpropertymanagement.com
equaltqof.com
equaltqoz.com
equaltqozf.com
equaltqualifiedopportunityfund.com
equaltqualifiedopportunityfund.info
equaltqualifiedopportunityfund.net
equaltqualifiedopportunityfund.org
equaltqualifiedopportunityzonefund.com
equaltqualifiedopportunityzonefund.info
equaltqualifiedopportunityzonefund.net
equaltqualifiedopportunityzonefund.org
equaltreit.com
equaltreit1.com
equaltreitholdings.com
equaltreitone.com
equaltreitpropertymanagement.com
equaltsecuredincomeportfolio.com
equaltsecuredincomeportfolioholdings.com
equaltsecuredincomeportfoliolimitedpartnership.com
equaltsecuredincomeportfolioreit.com
equaltsipreit.com
equalttrust.com
equity.com
EQUITYALT.COM
equityconstructiongroup.com
evergreen.rentals
evergreen.work
EVERGREENAFFILIATES.COM
EVERGREENPRESERVATION.COM
EVERGREENPROPERTYPRESERVATION.COM
evergreensecuredincome.com
fl-man.com
floridacoastalresorts.com
floridamanseltzer.com
floridapropertybuilders.com



<b>DOMAINS TO BE TRANSFERRED TO RECEIVER</b>
GETOFFWALLSTREET.COM
GOEVERGREEN.BIZ
GOPLUCK.COM, MAINSTREETYIELD.COM, RIGHTYIELD.COM
GROW401KIRA.COM, INVEST401KIRA.COM, SMARTIRA401K.COM, TOP10PITFALLSOFTRUSTDEEDINVESTING.COM
GROWIRA401K.COM
GROWYOURDEALERSHIP.BIZ
GROWYOURDEALERSHIP.COM
GROWYOURDEALERSHIP.INFO
GROWYOURDEALERSHIP.NET
GSEAFL.COM
GSEAFL.INFO
GSEAFL.NET
GSEAFL.NET, TAMPAVILLE.NET
GSEAFL.ORG
IINVESTIRA.COM
IINVESTIVE.COM
INCOMEPORTFOLIO.CO
INCOMEPORTFOLIO.COM
INCOMEPORTFOLIO.COM, RENTFL.COM
INCOMEPORTFOLIO.COM, RENTFL.COM
incubatorbrew.com
incubatorbrewing.co
incubator-brewing.com
incubatorbrewing.solutions
incubatorbrewingco.com
inkq-bater.com
inkqbaterbrew.com
inkqbaterbrewing.com
inspiradestinations.com
INVEST401KIRA.COM
INVESTALT.COM, THETAMPANIAN.COM, ALEXADAVISON.COM
INVESTDIVERSE.COM
INVESTINGARTS.COM
INVESTINGARTS.INFO
INVESTINGARTS.NET
INVESTINGARTS.ORG
INVESTREO.INFO
INVESTREO.NET

<b>DOMAINS TO BE TRANSFERRED TO RECEIVER</b>
INVESTREO.US
islandstyle.rentals
islandwayresorts.com
johnsoncity.rentals
keeptherythem.com
KRAVENDURANCE.COM
KRAVSHREAD.COM
leotb.org
leveragefreereit.info
leveragefreereit.net
leveragefreereit.net
leveragefreereit.org
leveragefreereit.org
limiteddebtreit.info
limiteddebtreit.net
limiteddebtreit.org
LIQUIDCASHFLOW.INFO
LIQUIDCASHFLOW.NET
LIQUIDCASHFLOW.ORG
lowdebtreit.com
lowdebtreit.us
lowerdebtreit.info
lowerdebtreit.net
lowerdebtreit.org
lowerdebtreit.org
lowleveragereit.com, lowerdebtreit.com
lowleveragereit.com, lowerdebtreit.com, limiteddebtreit.com, minimaldebtreit.com, debtadversereit.com
lowleveragereit.info
lowleveragereit.net
lowleveragereit.org
mainstreet.com
mainstreetinvesting.com
MAINSTREETYIELD.COM
minimaldebtreit.info
minimaldebtreit.net
minimaldebtreit.org
morethanaverarich.com
murfreesboro.rentals
mynashville.rentals
mystpete.rentals

<b>DOMAINS TO BE TRANSFERRED TO RECEIVER</b>
NOBLINDFUND.COM
NODEBTREIT.BIZ
nodebtreit.biz
nodebtreit.com
NODEBTREIT.INFO
nodebtreit.net
NODEBTREIT.ORG
nodebtsecuredincomereit.com
nodebtsecuredincomereit.com, nodebtreit.com, equialtnodebtreit.com, equialtreitpropertymanagement.com, equialtreitholdings.com, equialtsecuredincomeportfolioholdings.com, securedincomeportfolioreit.com, securedincomeportfolioest.com, equialtsecuredincomeportfolio.com, equialtreit.com, equialtsecuredincomeportfoliolimitedpartnership.com, equialtsecuredincomeportfolioreit.com, equialtcapitaladvisors.com, equialtpropertymanagement.com, equialtholdings.com, equialtnodebtsecuredincomeportfolioreit.com
nodebtsfreit.com
nodebtsfreit.info
nodebtsfreit.net
nodebtsfreit.org
noleveragereit.com, leveragefreereit.com, zeroleveragereit.com
noleveragereit.info
noleveragereit.net
noleveragereit.org
notavarich.com
notaveragerich.com
notaverarich.com
notaxfund.com
NOTAXQUALIFIEDFUND.COM
NOTAXQUALIFIEDFUND.INFO
NOTAXQUALIFIEDFUND.NET
notaxqualifiedfund.net
NOTAXQUALIFIEDFUND.ORG
NVSUPPORTSERVICES.COM

<b>DOMAINS TO BE TRANSFERRED TO RECEIVER</b>
NVSUPPORTSERVICES.INFO
NVSUPPORTSERVICES.NET
NVSUPPORTSERVICES.ORG
oldesthouseintampabay.com
oldesthouseintampabay.info
oldesthouseintampabay.net
oldesthouseintampabay.org
oldesthouseintampabay.us
orbittrust.com
patekville.com
patekville.info
patekville.net
patekville.org
patekville.us
pietb.org
PRIVPLACMNT.COM
qof.solutions
qualifieddeferredtaxreit.com
qualifieddeferredtaxreit.info
qualifieddeferredtaxreit.net
qualifieddeferredtaxreit.org
QUALIFIEDNOTAXFUND.COM
qualifiednotaxfund.com, qualifiedzerotaxfund.com, zerotaxfund.com, notaxqualifiedfund.com, zerotaxqualifiedfund.com
qualifiednotaxfund.info
qualifiednotaxfund.net
qualifiednotaxfund.org
qualifiedopportunityzone.us
qualifiedopportunityzonefund.us
qualifiedopprotunityfund.com
qualifiedopprotunityfund.com, notaxfund.com
qualifiedopprotunityfund.info
qualifiedopprotunityfund.net
qualifiedopprotunityfund.org
qualifiedopprotunityzone.com
qualifiedopprotunityzone.us
qualifiedopprotunityzonefund.com
qualifiedopprotunityzonefund.info
qualifiedopprotunityzonefund.net
qualifiedopprotunityzonefund.org
qualifiedopprotunityzonefunds.com

<b>DOMAINS TO BE TRANSFERRED TO RECEIVER</b>
qualifiedopprotunityzonefunds.info
qualifiedopprotunityzonefunds.net
qualifiedopprotunityzonefunds.org
qualifiedopprotunityzones.com
qualifiedopprotunityzones.us
qualifiedtaxreit.com
qualifiedtaxreit.info
qualifiedtaxreit.net
qualifiedtaxreit.org
QUALIFIEDZEROTAXFUND.COM
QUALIFIEDZEROTAXFUND.INFO
qualifiedzerotaxfund.info
qualifiedzerotaxfund.net
qualifiedzerotaxfund.org
realestateblueprint.net
realestateblueprintbook.com
realestatewealthprint.com
reitreviews.co
reitreviews.info
reitreviews.net
reitreviews.org
rentdavislands.com
RENTFL.COM
RentFl.com
REOZIP.BIZ
REOZIP.COM
REOZIP.INFO
REOZIP.NET
REOZIP.ORG
RIGHTYIELD.COM
roseriesa.com
RRENEWS.COM
RRENEWS.INFO
RRENEWS.NET
RRENEWS.ORG
SAFE401KIRA.COM
SAFE401KIRA.COM, SAFEIRA401K.COM
SAFEIRA401K.COM
SAFEYIELD.COM
SECUREEDGE.COM
SECUREDINCOME.CO
securedincome.co

<b>DOMAINS TO BE TRANSFERRED TO RECEIVER</b>
securedincome.com
securedincome.us
securedincomeportfolio.com
SECUREDINCOMEPORTFOLIO.COM, SECUREDINCOMEPORTFOLIO.INFO, SECUREDINCOMEPORTFOLIO.NET, SECUREDINCOMEPORTFOLIO.ORG
securedincomeportfolio.info
securedincomeportfolio.net
securedincomeportfolio.org
securedincomeportfolioreit.com
seriesa.info
silversandstreasureisland.com
SmartIRA401k.com
sprouttrust.com
tampabay.rentals
TAMPABAY.RENTALS
TampaBay.rentals
tampabayoldesthouse.com
tampabayoldesthouse.com, oldesthouseintampabay.com, equalthistoricpreservations.com
tampabayoldesthouse.info
tampabayoldesthouse.info
tampabayoldesthouse.net
tampabayoldesthouse.org
tampabayreit.com, briandavisonreit.com
tampabayreit.info
tampabayreit.net
tampabayreit.org
TampaFlorida.rentals
TAMPAVILLE.CO
INCOMEPORTFOLIO.CO
TAMPAVILLE.COM
TAMPAVILLE.COM, SECUREDINCOMEPORTFOLIO.COM
TAMPAVILLE.INFO
TAMPAVILLE.NET
thebungalowstreasureisland.com
THECASHFLOWSTORE.BIZ
THECASHFLOWSTORE.COM, VESTALT.COM, YIELDSTORE.COM

<b>DOMAINS TO BE TRANSFERRED TO RECEIVER</b>
THECASHFLOWSTORE.INFO
THECASHFLOWSTORE.ME
THECASHFLOWSTORE.MOBI
THECASHFLOWSTORE.NET
THECASHFLOWSTORE.ORG
THECASHFLOWSTORE.US
THECASHFLOWSTORE.WS
THEDIVIDENDSTORE.COM
THEHIGHYIELDSTORE.COM
theincubatorbrewing.com
THELIFESETTLEMENTSTORE.COM
THELIFESETTLEMENTSTORE.INFO
THELIFESETTLEMENTSTORE.NET
THELIFESETTLEMENTSTORE.ORG
thesfrflippingguide.com
THETAMPANIAN.CO
THETAMPANIAN.COM
THETAMPANIAN.INFO
THETAMPANIAN.ORG
thewealthprint.com
tik.net
timberridgetn.com
VIEWDIRECTLIVE.COM
WALLSTREETSUCKS.NET
YIELDSTORE.COM
YOUREINVESTED.COM
YOURINVESTED.COM
zerodebtreit.biz
zerodebtreit.com
zerodebtreit.info
zerodebtreit.net
zerodebtreit.org
zerodebtsfreit.com
zeroleveragereit.info
zeroleveragereit.net
zeroleveragereit.org
zeroleveragereit.us, leveragefreereit.us, noleveragereit.us
ZEROTAXFUND.COM
zerotaxfund.info
zerotaxfund.net
zerotaxfund.org

<b>DOMAINS TO BE TRANSFERRED TO RECEIVER</b>
ZEROTAXQUALIFIEDFUND.COM
ZEROTAXQUALIFIEDFUND.INFO
ZEROTAXQUALIFIEDFUND.NET
ZEROTAXQUALIFIEDFUND.ORG



**EXHIBIT B - LIST OF ASSETS TO BE RETAINED BY BRIAN DAVISON**

- (i) Bank Accounts  
Bank of America XXX8041 – The Brian D. Davison Revocable Trust - \$322,480.86  
Chase XXS5756 – Davison Capital - \$24,639.50  
Chase XXX3995 – Brian and Nicole Davison - \$169,642.20
- (ii) Real Property  
None
- (iii) Watches and Jewelry  
Patek Philippe 5711A  
Patek Philippe 5711R  
Rolex Sub LV  
Rolex DJ 31 RG  
N. Davison ring, 6.51 ct
- (iv) Interest in Breweries  
Sunshine Meadery  
Smell the Made (to be held in a blind trust)  
Rock Brothers
- (v) Vehicles  
2019 Toyota 4Runner (VIN JTEBU5JR3K5685197)  
2012 Ford Fiesta (VIN 3FADP4BJ5CM134343)  
2015 Mercedes ML 350 (VIN 4JGDA5JB9FA616063)  
2012 SeaRay 300 (SERV1690I112)
- (vi) Coins  
5 Krugerrands
- (vii) Investments  
\$500,000 from positions to be liquidated in the Davisons' Merrill Lynch accounts; liquidation decisions will be determined jointly between counsel for Mr. Davison, the Receiver and Mr. Davison's financial advisor at Merrill Lynch.
- (viii) Domains  
Domains listed on the attached Exhibit 1.
- (ix) Other Personal Items  
Red Lantern (painting) by Michael Brown
- (x) Davison shall be allowed to retain any personal property (including, but not limited to, clothing, mementos, furniture, personal items, housewares, etc.) located at 128 Biscayne Ave, Tampa, Florida and 21 20<sup>th</sup> St, #5, New York, New York, with the exception of any



such property that exceeds an individual value of \$5,000.

- (xi) Any claims or causes of action that Davison and or his family might have in their individual capacity against any professionals or professional service firms, with the proviso that any such claim is not in the same coverage pool as any claim made by the Receiver. Should any claim made by Davison or his family be part of the same coverage pool as any claim made by the Receiver, such claim shall be subordinated to that of the Receiver; that is, any claims made by Davison or his family shall only be paid once those of the Receiver are satisfied.



**EXHIBIT 1 TO EXHIBIT B**

<b>DOMAINS TO BE TRANSFERRED TO B. DAVISON</b>
ALEXADAVISON.COM
briandavison.biz
briandavison.CO
briandavison.com
briandavison.INFO
BRIANDAVISON.ME
briandavison.net
briandavison.us
briandavisongroup.com
briandavisonofficial.com
brianddavison.com
cashflowfranchise.com
cashflowstorefranchise.com
CASHREO.COM
cynerj.com
dancersrejuvenate.com
davison.design
DAVISON.WS
davisoncapital.com
davisonfam.com
davisonholdings.com
davisonorg.com
davisonservices.com
EOCENTRALFLORIDA.COM
evergreengo.com
evotrust.com
GrowYourDealership.com
hubke.com
icashflow.com
inqubytr.com
Invest REO
INVESTALT.COM, THECASHFLOWSTORE.COM, LIQUIDCASHFLOW.COM, YIELDSTORE.COM
INVEST-REO.COM
KRAVRIP.COM
LIQUIDCASHFLOW.COM,
mainst.com
THECASHFLOWSTORE.COM
TOP10PITFALLSOFTRUSTDEEDINVESTING.COM
TRUALT.COM
VESTALT.COM
VESTALT.COM, TOP10PITFALLSOFTRUSTDEEDINVESTING.COM,
zanegdavison.com

# **EXHIBIT 2**



JOHNSON, CASSIDY, NEWLON & DECORT  
ATTORNEYS AT LAW

Katherine C. Donlon, Esquire

E-mail: kdonlon@jclaw.com  
Direct Dial: 813-291-3300

July 14, 2022

**Via Email**

Stanley T. Padgett  
Padgett Law, P.A.  
201 E. Kennedy Blvd.  
Suite 600  
Tampa, FL 33602-5819

Re: *Securities and Exchange Commission v Brian Davison, et al.*,  
Case No.8:20-cv-325-T-35-MGM (M.D. Fla.)

Stan:

As you may recall, under the Assignment signed by Mr. Davison, once he met the obligations of the Assignment, he was to receive funds from two bank accounts at Chase. As I mentioned to you last week, the Receiver received a check from Chase made payable to Davison Capital. This check represented the funds from one of those Chase accounts mentioned in the Assignment (account ending in 5756).

We conferred with Chase and they confirmed that they also closed out the joint account (account ending in 3995) and disbursed those funds (\$169,844.08) to your clients. Pursuant to paragraph five of the Court's Final Judgment (Doc. 355), these funds should not have been disbursed as the Asset Freeze is still in place:

**V.**

**ASSET FREEZE**

**IT IS FURTHER ORDERED AND ADJUDGED** that, upon receipt of confirmation from the Commission and the Receiver that Davison has satisfied his obligations under Section II of this Final Judgment, the Asset Freeze this Court previously entered against Davison shall be lifted and extinguished in its entirety.

Stanley T. Padgett

July 14, 2022

Page 2

Therefore, that check should not be negotiated nor the funds expended until the conditions of the Final Judgment have been met or the Court rules otherwise.<sup>1</sup> Please confirm that either the check has not been negotiated or that the funds will remain untouched. I look forward to hearing back from you.

Sincerely,

JOHNSON, CASSIDY, NEWLON & DECORT, P.A.

*/s/ Kacy*

Katherine C. Donlon

KCD/mm

cc: Burton W. Wiand

Alise Johnson

---

<sup>1</sup> Similarly, the Receiver will hold the Davison Capital check until the Asset Freeze is lifted.

# **EXHIBIT 3**



UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

Case No. 8:20-CV-325-T-35AEP

BRIAN DAVISON;  
BARRY M. RYBICKI;  
EQUIALT LLC;  
EQUIALT FUND, LLC;  
EQUIALT FUND II, LLC;  
EQUIALT FUND III, LLC;  
EA SIP, LLC;

Defendants, and

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

Relief Defendants.

---

**NICOLE DAVISON'S IRREVOCABLE DISCLAIMER OF INTEREST**

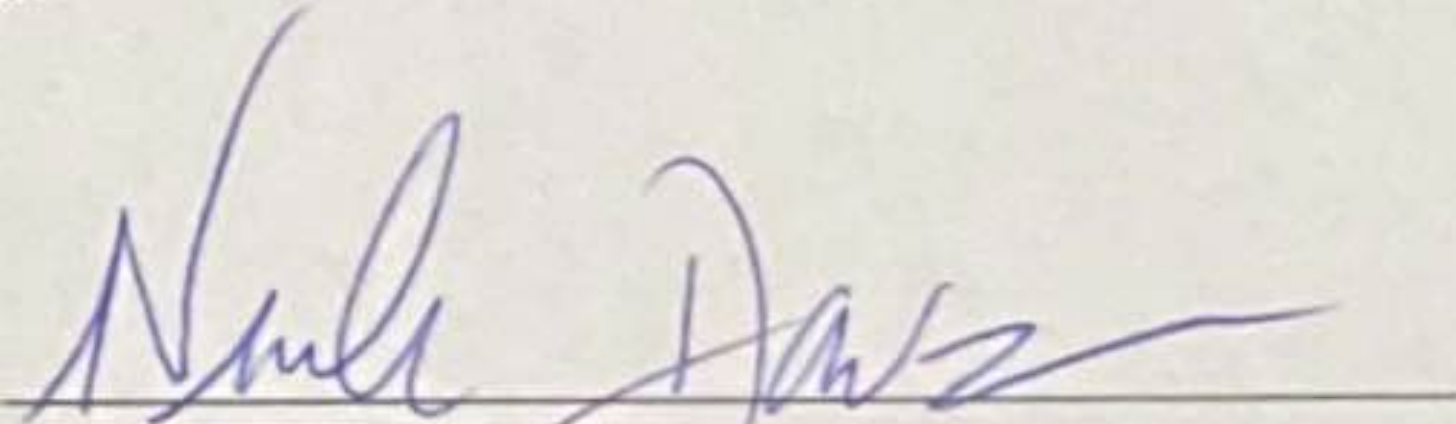
I, Nicole Davison, hereby certify that:

1. My address is: 6527 S MacDill Ave., Tampa, FL 33611.
2. I am a joint account holder with the right of survivorship along with my husband, Defendant Brian Davison, of certain accounts with Merrill Lynch, Pierce, Fenner & Smith, Inc., with account numbers respectively ending in 9444, 9964, 9965, 9966, 1295 and 1294 (hereinafter the "Accounts").
3. As part of my husband's settlement of the instant lawsuit filed by the Securities and Exchange Commission, my husband has agreed to disgorge and assign all of the Accounts and the funds

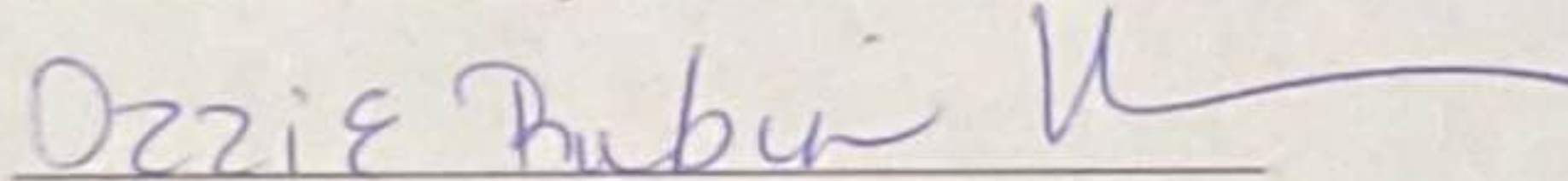


and/or assets therein with the exception of \$500,000 to the Receiver pursuant to that certain Final Judgment Against Defendant Brian Davison (DE 355-1) (the "Final Judgment").

4. To help facilitate this settlement, I hereby irrevocably disclaim any right myself, my heirs, assignees, or other successors interest may have in all of the Accounts and the funds and/or assets therein, with the exception of the \$500,000 to be distributed to me and my husband Brian Davison, pursuant to the terms of the Final Judgment.

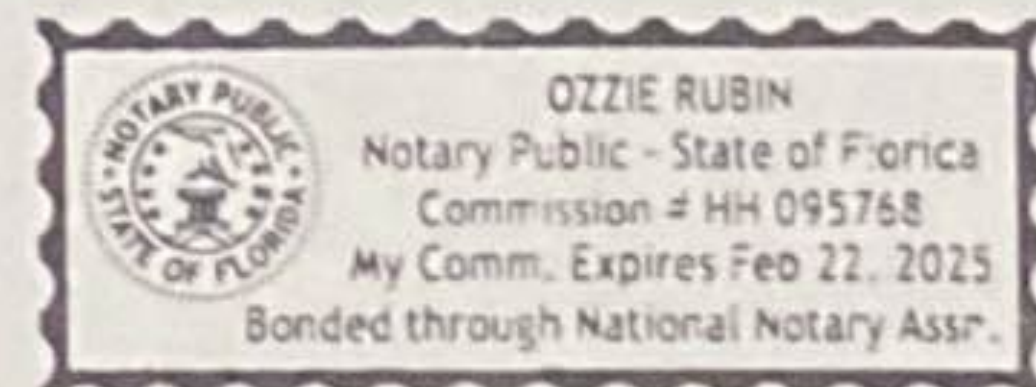
  
NICOLE DAVISON

NOTARY PUBLIC, STATE OF FLORIDA



(Printed Name of Notary)

Commission Number: # HH095768  
My Commission expires: Feb 22, 2025



Personally Known \_\_\_\_\_ OR Produced Identification ✓

Type of Identification Produced Florida ID