

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
Case No. 8:20-cv-00325-T-35AEP**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

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

Defendants,

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

Relief Defendants.

_____ /

NOTICE OF CHARGING LIEN OF MOSES & SINGER LLP

Moses & Singer LLP hereby gives notice of its intention to enforce a charging lien against any property or funds received or receivable by Defendant, Brian Davison, in this action, whether by settlement, judgment, release of restrained funds, or otherwise, or which was at issue in the instant action, and in support thereof states as follows:

1. Moses & Singer LLP entered into a written engagement agreement with the Defendant in connection with performing legal services in this action. Pursuant to the engagement agreement, Defendant committed to promptly pay Moses & Singer LLP for fees and expenses incurred related to representing Defendant after its bills were received by Defendant.

2. Subsequently, after Defendant failed to promptly pay Moses & Singer LLP for its fees and expenses and claimed to be unable to do so, Defendant agreed that those fees and expenses would be paid out of his assets that were restrained related to this action once those funds were released.

3. Relying on the engagement agreement and Defendant's commitments, Moses & Singer LLP invested significant time and resources in representing and counseling Defendant in connection with this action. Defendant agreed to and affirmed the fees of Moses & Singer LLP in this action, as set forth in Exhibit A hereto.

4. Moses & Singer LLP has the right to a charging lien under both Florida and New York law against the property or funds received or receivable by Defendant in this action, whether by settlement, judgment, release of restrained funds to or paid for the benefit of Defendant, or otherwise, or which were at issue in the instant action.

5. Defendant presently owes Moses & Singer LLP \$571,208.08, plus an amount to be calculated in interest as provided for under the terms and conditions included in the engagement letter he executed, for the performance of legal services and expenditure of costs in connection with the representation of Defendant in this action.

6. A charging lien is appropriate and necessary in order to protect such fees and costs until such time as said fees and costs are paid to Moses & Singer LLP and therefore, Moses & Singer LLP is entitled to a charging lien against any property or

funds received or receivable by Defendant Davison in this action, whether by settlement, judgment, release of restrained funds to or paid for the benefit of Defendant, or otherwise, or which were at issue in the instant action.

7. By filing this Notice of Charging Lien of Moses & Singer LLP, and the service of same upon all parties via filing of this notice, Moses & Singer LLP hereby puts all the foregoing entities on notice of its claim or charging lien against any property or funds received or receivable by Defendant in this action, whether by settlement, judgment, release of restrained funds to or paid for the benefit of Defendant, or otherwise, or which were at issue in the instant action..

Dated: New York, New York
December 28, 2022

Respectfully submitted,
Howard Fischer

MOSES & SINGER LLP
405 Lexington Avenue
New York, NY 10174
Telephone: 212-554-7800
Facsimile: 212-554-7700
Email: HFischer@mosessinger.com

By: /s/ Howard A. Fischer
HOWARD A. FISCHER
New York Bar No. 2644052
Attorneys for Defendant Brian Davison

EXHIBIT A

MOSES & SINGER LLP

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Kent C. Kolbig
Direct Dial: 212.554.7822
Fax: 212.377.6052
E-Mail: kkolbig@mosessinger.com

November 5, 2020

VIA EMAIL (briandavison@ymail.com)

Brian Davison
128 Biscayne Ave
Tampa, FL 33606

RE: SEC v. Davison, et al., Case No 8:20-cv-325-T-35AEP

Dear Brian:

I am following up on our prior conversations concerning our representation of you and of your legal bill. As you know, we are both aligned in trying to achieve a reasonable settlement for you with the SEC that will enable you to survive and thrive financially. We have fought hard to position you to get to a settlement that does not destroy your financial situation, and we remain optimistic. As of September 30th, the value of legal services we have rendered on your behalf was \$862,908.08. We appreciate the recent \$116,700.00 payment toward our bill. That leaves a remaining unpaid balance is \$746,208.08 against which we hold an unapplied retainer of \$75,000.

While we await a response from the SEC, and thinking ahead to the steps that might be required to reach a final deal with the SEC and then close, we wanted to confirm that you acknowledge that the unpaid balance is due and owing and that it is your intention to pay that amount to us, plus whatever reasonable additional fees we may incur in achieving a settlement.

We want to continue working to achieve a settlement, and expect that you will work with us to provide reasonable assurances of our ultimate payment of what we are owed. You are currently enjoined from granting us a presently-effective security interest in your assets, but we would like to document a security interest or interests in your assets that would only become effective if and when the SEC injunction is lifted. We also would like to arrange for your watch collection to be held in safe-keeping pending an SEC settlement. If we can document these arrangements, we would be willing to continue working toward the settlement and to negotiate payment terms for our bills taking into account how onerous or lenient the SEC settlement ultimately is. If we do reach a settlement, this should give you reasonable time to pay us, either from the collateral or other sources.

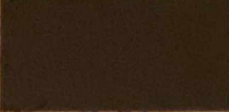
Please sign below to confirm your acknowledgement of the balance owed to us and your willingness to negotiate safe-keeping for your watches and security interests to become effective on SEC settlement. We can then begin to work on documentation implementing this, and, hopefully,

MOSES & SINGER LLP

Brian Davison
November 5, 2020
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also reach a successful settlement with the SEC. We have worked hard to represent you effectively, and appreciate the confidence you have placed in us.

Very truly yours,



Kent Kolbig

CONFIRMED AND AGREED TO:



Brian Davison
Date: November 8th, 2020